

Oil India Limited
(A Govt. of India Enterprise)
P.O. DULIAJAN, DIST. DIBRUGARH,
ASSAM, INDIA, PIN-786 602

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

FORWARDING LETTER

M/s _____

Sub: IFB No. CDG5132P18 for Carrying out reconnaissance and detailed pipeline route survey and develop geographic information system (GIS) Mapping of its entire pipeline network in OIL's operational areas in Upper Assam Basin covering all Installations such as OCSs (Oil Collecting Station), GCSs (Gas Compressor Station), FGGS (Field Gas Gathering Station), Tank Farms, Water Injection stations, LPG Plant and other small/nearby Installations in the fields.

Dear Sirs,

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

2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced Contractors through OIL's e-procurement site for **Carrying out reconnaissance and detailed pipeline route survey and develop geographic information system (GIS) Mapping of its entire pipeline network in OIL's operational areas in Upper Assam Basin covering all Installations such as OCSs (Oil Collecting Station), GCSs (Gas Compressor Station), FGGS (Field Gas Gathering Station), Tank Farms, Water Injection stations, LPG Plant and other small/nearby Installations in the fields.** One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No. /E-Tender No.	:	CDG5132P18
(ii)	Type of Bidding	:	Online - Single Stage-Two Bid System
(iii)	Tender Fee	:	INR 30,000.00 or US \$ 500.00
(iv)	Period of Sale	:	01.07.2017 to 10.08.2017
(v)	Bid Closing Date & Time	:	As mentioned in Online E-tender portal

(vi)	Technical Bid Opening Date & Time	:	As mentioned in Online E-tender portal
(vii)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time.
(viii)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
(ix)	Bid Opening Place	:	Office of GM-Contracts Contract Department, Oil India Limited, Duliajan -786602, Assam, India.
(x)	Bid Validity	:	120 days from date of Bid Closing
(xi)	Mobilization Time	:	As defined in the tender
(xii)	Bid Security Amount	:	Rs. 1470000/- or US\$ 23000.00
(xiii)	Bid Security Validity	:	31.01.2018
(xiv)	Original Bid Security to be submitted	:	Office of GM-CONTRACTS, CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
(xv)	Amount of Performance Security	:	10% of Contract value
(xvi)	Validity of Performance Security	:	Up to 3 months from date of completion of contract
(xvii)	Duration of the Contract	:	(a) 12 months for completion of the job from the date of LOA including mobilization period. (b) FMS (Facility Management Service) contract for 3 years.
(xviii)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer clause No. 17.0 of General Conditions of Contract.
(xix)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
(xx)	Bids to be addressed to	:	GM-Contracts, Contract Department, Oil India Limited, Duliajan-786602, Assam, India.
(xxi)	Pre-Bid conference	:	12.07.2017
(xxii)	Last Date of receipt of Queries	:	10.07.2017 upto 15:30 Hrs (IST) (Tentatively)

3.0 **Integrity Pact:**

The Integrity Pact must be uploaded in OIL's E-procurement portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Any Bid not accompanied by the Integrity Pact digitally signed by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who signs the Bid.

4.0 **GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:**

4.1 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 as "Personal" are not acceptable.**

4.2 Bidders must have a valid User ID to access OIL's e-Procurement site for submission of bid. Vendors having User ID & password can purchase bid documents **on-line through OIL's electronic Payment Gateway**. New vendor shall obtain User ID & password through online vendor registration system in e-portal and can purchase bid documents subsequently in the similar manner.

4.3 **EXEMPTION OF TENDER FEE:**

4.3.1 If the bidder is a Micro or Small Enterprise [MSEs] under the Micro, Small and Medium Enterprises Development Act, 2006 and is registered with District Industries 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 Micro, Small and Medium Enterprises, then they are exempted from payment of tender fees for the items/services for which they are registered. Copy of valid Registration Certificate, must be enclosed along with the application for issuing tender documents and the Registration Certificate should clearly indicate the items/services for which bidder are registered [or they intend to quote against OIL's tenders] with any of the aforesaid agencies.

4.3.2 The Central Govt. Departments and Central Public Sector Undertakings will also be exempted from the payment of tender fee. Parties registered with DGS&D, having valid certificates will be exempted from payment of tender fee.

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

5.0 **IMPORTANT NOTES :**

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 "Original Bid Security" which shall be submitted manually by the bidder in two copies in a sealed envelope superscribed with OIL's IFB No., Bid

Closing date and marked as "Original Bid Security" and addressed to Head-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam (India) :

Additionally, following documents to be submitted in hard form if specifically called for in the tender:

- a) Printed catalogue and Literature, if called for in the tender.
- b) Power of Attorney for signing the bid.
- c) Any other document required to be submitted in original as per tender requirement.

The above documents including the Original bid security, must be received at OIL's Head-Contract's office at Duliajan on or before 12.45 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 online in OIL's E-procurement site up to 11.00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 2.00 PM (IST) at the office of the Head-Contracts in presence of the authorized representatives of the bidders.
- iii) The authenticity of digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.
- iv) In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on eTendering the DSC token should be connected to your system.
- v) Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then 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."
- vi) The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders shall submit both the "TECHNICAL" and "PRICED" bids

- vii) through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender portal. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in **"Technical Attachments" Tab only**. Bidders to note that no price details should be uploaded in **"Technical Attachments" Tab Page**. Details of prices as per Price Bid format/Priced bid to be uploaded under **"Notes & Attachments" tab**. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria mentioned in Clause 1.0 of (B) Commercial Evaluation Criteria.

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

Note:

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

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(G C DEVCHOUDHURY)
GENERAL MANAGER-CONTRACTS
For RESIDENT CHIEF EXECUTIVE

PART - 1

INSTRUCTIONS TO BIDDERS

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

A. BID DOCUMENTS

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

- (a) A Forwarding Letter highlighting the following points:
 - (i) Company's IFB No.
 - (ii) Bid closing date and time
 - (iii) Bid opening date and time
 - (iv) Bid submission Mode
 - (v) Bid opening place
 - (vi) Bid validity & Duration of contract
 - (vii) The amount of Bid Security with validity
 - (viii) The amount of Performance Guarantee with validity
 - (ix) Quantum of liquidated damages for default in timely consolidation
- (b) Instructions to Bidders, (Part-1)
- (c) Bid Evaluation Criteria, (Part-2)
- (d) General Conditions of Contract, (Part-3, Section-I)
- (e) Terms of Reference/Technical Specification, (Part-3, Section-II)
- (f) Special Conditions of Contract, (Part-3, Section-III)
- (g) Schedule of Rates, (Part-3, Section-IV)
- (h) Estimated CIF value of items at the time of import, (Proforma-A)
- (i) Price Schedule Format, (Proforma-B)
- (j) Bid Form, (Proforma-C)
- (k) Statement of Non-Compliance, (Proforma-D)
- (l) Bid Security Form, (Proforma-E)
- (m) Performance Security Form, (Proforma-F)
- (n) Agreement Form, (Proforma-G)
- (o) Proforma of Letter of Authority, (Proforma-H)
- (p) Authorisation for Attending Bid Opening, (Proforma-I)
- (q) Integrity Pact, (Annexure-V)
- (r) Proforma for Parent Company Agreement & Guarantee, (Annexure-VI(a) & Annexure-VI(b))
- (s) Proforma for Sister Subsidiary/Co- Subsidiary Company Agreement, (Annexure-VII)
- (t) Proforma for Bio-Data of Manpower, (Annexure-VIII)
- (u) Proforma undertaking from Contractor's Personnel, (Annexure-IX)
- (v) Safety Measures, (Annexure-X)

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.

3.0 TRANSFERABILITY OF BID DOCUMENTS:

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

3.2 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.

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

B. PREPARATION OF BIDS

5.0 LANGUAGE OF BIDS: The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an official and notarised English translated version, which shall govern for the purpose of bid interpretation.

5.1 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 authorised Agents in India, if any.

6.0 DOCUMENTS COMPRISING THE BID: Bids are invited under Single Stage Two Bid System. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:

(A) TECHNICAL BID

- (i) Complete technical details of the services offered.
- (ii) Documentary evidence established in accordance with Clause 10.0.
- (iii) Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original Bid Security should be sent as per Clause No. 11.10 below.
- (iv) Copy of Bid-Form without indicating prices in Proforma-C.
- (v) Statement of Non-compliance as per Proforma-D
- (vi) Proforma-A: List of items to be imported without the CIF values.
- (vii) Copy of Priced Bid ***without indicating prices*** (Proforma-B)
- (viii) Integrity Pact digitally signed by OIL's competent personnel as Annexure-V attached with the bid document to be digitally signed by the bidder.

(B) PRICED BID

Bidder shall quote their prices in the following Proforma available in OIL's E-procurement portal in the **"Notes & Attachments" Tab:**

- (i) Price-Bid Format as per Proforma-B
- (ii) Bid Form as per Proforma-C

- (iii) Proforma-A showing the items to be imported with the CIF values.

The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

7.0 BIDFORM: The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

8.0 BID PRICE:

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

8.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

8.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, Assam Entry Tax etc. 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 accordingly. 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.

9.0 CURRENCIES OF BID AND PAYMENT:

9.1 A bidder expecting to incur its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the bid. In such a case, the bid shall be expressed in different currencies and the respective amounts in each currency shall together make up the total price.

9.2 Indian bidders too can submit their bids in any currency (including Indian Rupees) and receive payment in such currencies on par with foreign bidders. However, currency once quoted will not be allowed to be changed.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

10.1 These are listed in **BID EVALUATION CRITERIA (BEC)**, PART-2 of the Bid document.

11.0 BID SECURITY:

11.1 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 11.8.

11.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" or an equivalent amount in other freely convertible currency and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT vide **Proforma-E** or a Bank Draft/Bankers' cheque in favour of OIL and payable at Duliagan, Assam or an irrevocable Letter of Credit (L/C) from any of the following Banks –

- a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or
- b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, or
- c) Any foreign Bank which is not a Scheduled Bank in India provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

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.

11.3 Bidders can submit Bid Security on-line through OIL's electronic Payment Gateway.

11.4 Any bid not secured in accordance with **sub-clause 11.2** above shall be rejected by the Company as non-responsive.

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

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

11.7 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 Clause **29.0** below is furnished.

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

11.9 The Bid Security may be forfeited:

- i) If the bidder withdraws the bid within its original/extended validity.
- ii) If the bidder modifies/revise 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.

11.10 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.

11.11 The scanned copy of the original Bid Security in the form of either

Bank Guarantee or LC or Banker's Cheque or Bank Draft must be uploaded by bidder along with the Technical bid in the "Technical Attachment" tab of OIL's E-portal. The original Bid Security shall be submitted by bidder to the office of GM-Contracts, Oil India Ltd., Duliajan-786602(Assam), India in a sealed envelope which must reach GM-Contract's office on or before 12.45 Hrs (IST) on the Bid Closing date.

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

12.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:

12.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.

12.2 If the bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly indicating the monetary limit, if any and the items/Services for which bidder are registered with any of the aforesaid agencies.

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

13.0 PERIOD OF VALIDITY OF BIDS:

13.1 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 for 120 days from Bid Closing Date.

13.2 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. The Bid Security provided under Para 11.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

C. SIGNING & SUBMISSION OF BIDS:

14.0 SIGNING OF BID:

14.1 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 Organisation 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 "Organization Name" field other than Bidder's Name are not acceptable.

Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only acceptable.

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

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 15.1 below.

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.

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

14.3 Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.

14.4 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.

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

15.0 SUBMISSION OF BIDS:

15.1 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 Proforma-B 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 "IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to GM-Contracts, Oil India Ltd., Duliajan-786602 (Assam) on or before 12.45 Hrs (IST) on the bid closing date indicated in the IFB.

- i) The Original Bid Security along with 1(one) copy
- ii) Printed catalogue and literature if called for in the bid document.
- iii) Power of Attorney for signing of the bid digitally.
- iv) Any other document required to be submitted in original as per bid document requirement.

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

15.2 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-D of the bid document and the same should be uploaded along with the Technical Bid.

15.3 Timely delivery of the documents in physical form as stated in Para 15.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

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

16.0 INDIAN AGENT / REPRESENTATIVE/RETAINER/ASSOCIATE: Foreign bidders shall clearly indicate in their bids whether they have an Agent/Representative/Retainer/Associate in India. In the event the overseas bidder is having an Agent/Representative/Retainer/Associate in India, the bidder should furnish the name and address of their Agent/Representative/Retainer/Associate in India and clearly indicate nature and extent of services to be provided by such an Agent/ Representative/Retainer/Associate in India and also stating in their bids whether the Agent/Representative/Retainer/Associate is authorized to receive any commission. The rate of the commission included in the quoted rates of bidder should be indicated which would be payable to Agent/Representative/Retainer/Associate in non-convertible Indian currency according to Import Trade Regulation of India. Unless otherwise specified, it will be assumed that agency commission is not involved in the particular bid.

Further, overseas bidders shall submit their bids directly and not through their Agent/Representative/Retainer/Associate in India. Bid submitted by Indian Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. Moreover, one Indian Agent/Representative/Retainer/Associate cannot represent more than one foreign bidder against the IFB.

The Indian Agent/Representative/Retainer/Associate will not be permitted to submit any Bid Security and Performance Security on behalf of their foreign principals and also the Indian Agent/ Representative/Retainer/Associate will not be allowed to execute the contract and receive payment against bid submitted by their foreign principals. Such bids shall be rejected straightway.

17.0 DEADLINE FOR SUBMISSION OF BIDS:

17.1 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.

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

17.3 The documents in physical form as stated in **Para 15.1** must be received by Company at the address specified in the "Forwarding Letter" on or before **12.45 Hrs (IST)** on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

18.0 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.

19.0 MODIFICATION AND WITHDRAWAL OF BIDS:

19.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time.

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

19.3 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.

20.0 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.

21.0 BID OPENING AND EVALUATION:

21.1 Company will open the Technical Bids, including submission made pursuant to clause 19.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per **Proforma-I**) 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. In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.

21.2 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.

21.3 Bids which have been withdrawn pursuant to clause 19.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

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

21.5 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.

21.6 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.

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

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

22.0 OPENING OF PRICED BIDS:

22.1 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.

22.2 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.

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

23.0 CONVERSION TO SINGLE CURRENCY: While evaluating the bids, the closing rate of exchange declared by State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currency into Indian Rupees. Where the time lag between the opening of the price bids and final decision exceeds three months, the rate of exchange declared by State Bank of India on the date prior to the date of final decision will be adopted for conversion.

24.0 EVALUATION AND COMPARISON OF BIDS: The Company will evaluate and compare the bids as per **BID EVALUATION CRITERIA (BEC),PART-2** of the Bid Documents.

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

24.2 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.

24.3 **LOADING OF FOREIGN EXCHANGE:** There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic bidders.

24.4 **EXCHANGE RATE RISK:** Since Indian bidders are now permitted to quote in any currency and also receive payments in that currency, Company will not be compensating for any exchange rate fluctuations in respect of the services.

24.5 **REPATRIATION OF RUPEE COST:** In respect of foreign parties rupee payments made on the basis of the accepted rupee component of their bid, would not be repatriable by them. A condition to this effect would be incorporated by the Company in the contract.

25.0 CONTACTING THE COMPANY:

25.1 Except as otherwise provided in **Clause 21.0** 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 21.6**.

25.2 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.

D. AWARD OF CONTRACT

26.0 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.

27.0 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.

28.0 NOTIFICATION OF AWARD:

28.1 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.

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

28.3 Upon the successful Bidder's furnishing of Performance Security pursuant to **Clause 29.0** below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to **Clause 11.0** hereinabove.

29.0 PERFORMANCE SECURITY:

29.1 On receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) as per **Proforma-F** or in any other format acceptable to the Company and must be in the form of a Demand Draft or Bank Guarantee or irrevocable Letter of Credit (LC) from:

- a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or
- b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India.
- c) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India

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

- a) Full address.
- b) Branch Code.
- c) Code Nos. of the authorized signatory with full name and designation.
- d) Phone Nos., Fax Nos., E-mail address.

The domestic bidders 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.

The foreign bidder will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

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

29.2 The Performance Security specified above must be valid for 3(three) months beyond the contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry. 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.

29.3 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.

29.4 The Performance Security will not accrue any interest during its period of validity or extended validity.

29.5 Failure of the successful Bidder to comply with the requirements of **clause 29.0 and/or 30.0** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 2(two) years from the date of default.

30.0 SIGNING OF CONTRACT:

30.1 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.

30.2 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.

30.3 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 Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

31.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS: If it is found that a bidder/Contractor has furnished fraudulent information / documents, the Bid Security/Performance Security shall be forfeited and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

32.0 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.

33.0 MOBILISATION ADVANCE PAYMENT:

33.1 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.

33.2 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.

33.3 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.

34.0 INTEGRITY PACT:

34.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Annexure-V** of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. **If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.**

34.2 OIL has appointed Shri Rajiv Mathur, IPS(Retd) and Shri Satyananda Mishra, IAS(Retd.) as Independent Monitors(IEM) for a period of 3(three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

- a. Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India;
E-mail: rajivmathur23@gmail.com
- b. Shri Satyananda Mishra, IAS(Retd.), Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India
E-mail: satyanandamishra@hotmail.com

35.0 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.

36.0 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.

37. Vide letter No. O-27011/44/2015-ONG-II/FP dated 25.04.2017, MoP&NG has notified Govt. policy for providing Purchase Preference (linked with Local Content) (PP – LC) in all PSUs under MoP&NG for awarding a specified percentage of the tendered quantity to the lowest techno-commercially qualified LC bidder, subject to meeting certain conditions as stipulated in the policy. A copy of said policy document is enclosed for reference **(Annexure-XI)**. Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions and shall have to submit all undertakings / documents applicable for this policy.

END OF PART - 1

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PART – 2

BID EVALUATION CRITERIA (BEC)

I. BID EVALUATION CRITERIA (BEC): Bidders are advised not to **take any exception/deviations** to the bid document. Exceptions/ deviations, if any, should be brought out during the Pre-bid conference. In case Pre-bid conference is not held, the exceptions/ deviations along with suggested changes are to be communicated to OIL within the date specified in the NIT and bid document. OIL after processing such suggestions may, through an addendum to the bid document, communicate to the bidders the changes in its bid document, if any.

However, during evaluation of bids, OIL may ask the Bidder for Clarifications/ confirmations/deficient documents of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought or permitted. **If the bidder still maintains exceptions/deviations in the bid, such conditional/ non-conforming bids shall not be considered and may be rejected.**

(1) BIDDER'S QUALIFICATION AND EXPERIENCE:

A. TECHNICAL CRITERIA:

1.0 Bidder should have Arc GIS server License in their name.

2.0 Bidder should have successfully executed GIS mapping & GIS database development for an Oil/gas pipeline project having minimum length of 125 Km in single work order executed in the last **Seven (07)** years from the original stipulated bid closing date of tender.

3.0 Bidder should have previous experience of carrying out detailed route survey using DGPS for an Oil/Gas Pipeline Project having minimum length of 125 KM in a single work order in last **Seven(7) years** from the original stipulated bid closing date of tender.

4.0 Bidder should have successfully developed a Web based solution for Oil/gas pipeline project during the last **Seven(07) years** from the original stipulated bid closing date of tender.

5.0 Bidder should have successfully executed the processing of High Resolution Satellite Images and should have developed a Base Map for at-least 100 Sq. Km in last **Seven (07) years** from the original stipulated bid closing date of tender.

Above criteria's should be met in separate work orders or in composite work order or in multiple orders involving all the above Clause Nos. 2.0, 3.0, 4.0 and 5.0 together or otherwise. In support of the experience, the bidder shall submit documentary evidences as per clause below.

6.0 In support of the experience, the primary bidder shall submit **self-attested photocopies** of following documents must be submitted along with the bid.

a) Contract documents showing details of works.

AND

b) Completion Certificate issued by PSUs/Govt. organisation for the contract mentioned in above showing:

- (i) Contract number, Contract/Agreement copy along with satisfactory completion/ performance report clearly mentioning Contract/Agreement No. and volume of job completed
- (ii) Gross value of job done,
- (iii) Contract period /Contract start and completion date.

Only LOA (Letter of Award), Work Order copy is not acceptable.

7.0 If the prospective bidder is executing all the above mentioned Clause Nos. 1.0, 2.0, 3.0, 4.0 and 5.0 work which is still running and the contract value executed prior to due date of bid submission is equal to or more than the minimum prescribed work quantity of 125 Km, in the BEC such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate issued by end user.

8.0 ELIGIBILITY CRITERIA IN CASE BID ARE SUBMITTED ON THE BASIS OF EXPERIENCE OF THE PARENT/ SUBSIDIARY COMPANY:

Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause Nos. 1.0,2.0,3.0,4.0 & 5.0 all together above can also be considered provided the Bidder is a subsidiary company of the parent company in which the parent company has 100% stake or parent company can also be considered on the strength of its 100% subsidiary. However, the parent/ subsidiary company of the Bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/ co-subsiary company or through any other arrangement like Technical Collaboration agreement. In that case as the subsidiary company is dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/ subsidiary company for successful execution of the contract, the participating bidder should enclose an Agreement (as per format enclosed as **Annexure-VI(a)**) between the parent and the subsidiary company or vice-versa and Parent/ Subsidiary Guarantee (as per format enclosed as **Annexure-VI(b)**) from the parent/ subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the Technical bid.

9.0 ELIGIBILITY CRITERIA IN CASE BID ARE SUBMITTED ON THE BASIS OF EXPERIENCE OF SISTER SUBSIDIARY/ CO-SUBSIDIARY COMPANY:

Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause Nos. 1.0,2.0,3.0,4.0 & 5.0 all together above can also be considered based on the experience criteria of their sister subsidiary/ co-subsiary company within the ultimate parent/ holding company subject to meeting of the following conditions:

- i. Provided that the sister subsidiary/ co-subsiary company and the bidding company are both directly owned 100% subsidiaries of an ultimate parent/holding company
- ii. Provided that the sister subsidiary/ co-subsiary company on its own meets and not through any other arrangement like Technical Collaboration agreement meets the experience criteria stipulated in the BEC.

Provided that with a view to ensure commitment and involvement of the ultimate parent/ holding company for successful execution of the contract, the participating bidder shall enclose an agreement (as per format enclosed as **Annexure-VII**) between them, their ultimate parent/ holding company and the sister subsidiary/ co-subsiary company.

10.0 Any party who is extending support by way of entering into consortium/collaboration agreement or MOU with another party shall not be allowed to submit an independent Bid against this tender. Under such situation both the Bids shall be rejected. Further, all Bids from parties with technical collaboration support from the same principal against this tender shall be rejected.

11.0 Scope of Work/Terms of Reference: The bids will be technically evaluated based on the requirements furnished in Section-II (Scope of Work/Terms of Reference). Bids which do not conform to the minimum specifications of equipment, hardware and software furnished therein and do not include all the jobs/services mentioned in the tender document will be considered as incomplete and rejected.

Bidder must submit the check list (Annexure-A to BEC).

12.0 The Bidder shall furnish documentary evidence as mentioned below along with the bid to establish their experience/track record and financial capabilities meeting above Bid Evaluation Criteria:

a) In compliance of Technical BEC, bidder must submit copy of Arc GIS license and copy of Contract/Work order executed in the **last Seven (07) years** showing detailed scope of work carried out and its completion certificate as documentary evidence(s) in respect of satisfactory execution of these contracts.

b) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC. However, jobs executed for subsidiary/ fellow subsidiary/ holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly Notarised by Public Notary towards payment of statutory tax in support of the job executed for subsidiary/fellow subsidiary/ holding company.

c) Experience acquired by a bidder as a **Sub-Contractor** can also be considered for qualifying the experience criteria of BEC. In such cases, bidder shall be required to furnish the following documents in support of meeting the "Bid Evaluation Criteria"

- i. Copy of work order along with SOR issued by main Contractor;
- ii. Copies of Completion Certificates from the end User/ Owner and also from the main Contractor. The Completion Certificates shall have details like work order no. /date, brief scope of work, ordered & executed value of the job, completion date etc.

13.0 **MOBILIZATION**: The bidder must categorically confirm in the Technical Bid that in the event of award of contract, mobilization shall be completed within **30 (thirty)** days from the date of issue of LOA by Company.

B. FINANCIAL CRITERIA:

14.0 Annual Financial Turnover of the bidder during any of preceding three (3) financial/accounting years from the original bid closing date should be at least **Rs.3.47 Crores (or equivalent 0.533 million USD)** during any of the preceding 03 (three) financial/accounting years reckoned from the original bid closing date. **The Net Worth of the bidder is to be positive for preceding**

financial /accounting year. The bidder has to submit the Audited Annual Report of last three years as supporting documentary evidence.

15.0 In case the bidder is a newly formed company (i.e. one which has been incorporated in the last 5 years from the date of technical bid opening of the tender) who does not meet financial criteria as mentioned in above Clause No 14.0 by itself and submits his bid based on the financial strength of his promoter company, then promoter company must have annual turnover of at least of **Rs.3.47 Crores** (or equivalent in foreign currency) in any of preceding three (3) financial years as per the Audited Annual Reports. The Net Worth of the promoter company is to be positive for preceding financial / accounting year. The bidder has to submit the Audited Annual Report of the promoter company of last three years as supporting documentary evidence. In addition, the following documents are to be submitted along with the technical bid:

- (i) Corporate Guarantee on promoter company's letter head signed by an authorized official undertaking that they would financially support the newly formed company for executing the project/job in case the same is awarded to them, and
- (ii) Documents in support that the bidder is a newly formed company i.e. one which has been incorporated in the last 5 years from the date of technical bid opening of the tender.

16.0 In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then following documents need to be submitted along with the technical bid:

- (i) Audited Balance Sheet and Profit Loss Account of the parent/ultimate parent/ holding company.
- (ii) Corporate Guarantee on parent/ultimate parent/holding company's letter head signed by an authorized official undertaking that they would financially support their 100% subsidiary company for executing the project/job in case the same is awarded to them, and
- (iii) The bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.
- (iv) Documents proving that Net worth of the parent/ultimate parent company is positive for the accounting year preceding the bid closing date"

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

Note:

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

- i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **Annexure-B** to BEC.

OR

- ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.

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

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

NOTES:

OIL reserves the right to ask for any Original or other relevant document to verify the certification.

B. COMMERCIAL EVALUATION CRITERIA:

1.0 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 Proforma-B 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.

2.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.

3.0 Bids with shorter validity will be rejected as being non-responsive.

4.0 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's Head-Contract's office at Duliajan on or before 12.45 Hrs (IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.

5.0 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally 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.

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

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

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

9.0 Any Bid containing false statement or false information or misleading information will be rejected.

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

11.0 Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate in India. Bids submitted by Indian Agent/ Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian Agent/Representative/Retainer/Associate cannot represent more than one foreign principal.

12.0 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected –

- (i) Performance Guarantee Clause
- (ii) Force Majeure Clause
- (iii) Tax Liabilities Clause
- (iv) Arbitration Clause
- (v) Acceptance of Jurisdiction and Applicable Law
- (vi) Liquidated damage and penalty clause
- (vii) Safety, Environment & Labour Law
- (viii) Termination Clause
- (ix) Integrity Pact

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

D. PRICE EVALUATION CRITERIA:

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjected

to Bid Evaluation Criteria will be considered for further evaluation as per the Price Evaluation Criteria given below:

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

2.0 For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of priced bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 3(three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.

3.0 The bidders must quote their charges / rates in the manner as called for vide "Schedule of Rates" under **Section - IV** and the summarized price schedule format vide enclosed **Proforma -B**.

4.0 The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-B)" 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 will be paid on the basis of the actual number of days/parameter, as the case may be.

5.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the **Price Bid Format** as per 'Proforma-B'.

E. GENERAL:

1.0 In case bidder takes exception to any clause of bid document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the Company will be final and binding on the bidders.

2.0 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 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.

3.0 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.

4.0 CUSTOMS DUTY:

The Tools and the Services under this Contract shall be carried out for petroleum operation under nominated blocks or NELP/other eligible blocks and therefore, Customs Duty is not payable as per the policy of the Govt. of India. Bidders should take note of the same while quoting. No customs duty is therefore considered for evaluation.

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

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

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

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

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

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

F. **CHECKLIST FOR BEC:** This is enclosed as ***Annexure- A to BEC.***

*****End of PART-2*****

END OF BEC

&&&&

PART-3
SECTION-I
GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

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

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

2.0 EFFECTIVE DATE, MOBILISATION TIME/DE-MOBILIZATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:

2.1 **EFFECTIVE DATE OF CONTRACT:** The contract shall become effective as of the Date when 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.

2.2 **MOBILISATION TIME:** The mobilization of all equipment along with accessories and personnel to Contractor's base camp should be completed by Contractor within 30 (thirty) days from the date of issue of LOA by Company. Mobilization shall be deemed to be completed when Contractor's all equipment and

manpower are placed at Contractor's base camp and in readiness to commence Work as envisaged under the Contract duly certified by the Company's authorized representative.

Also refer Clause No. 13.6 under Special Conditions of Contract for submission of IME report. This will be a considered as a pre-requisite for completion of mobilization.

2.3 **DURATION OF CONTRACT:** The duration/completion time of the Contract shall be as below:

(a) 12 months for completion of the job from the date of LOA including mobilization period.

(b) FMS (Facility Management Service) contract for 3 years.

(c) Training: After Installation, training has to be provided by Contractor as per intimation from OIL . The timing of conducting the training will be at the sole discretion of OIL.

3.0 **GENERAL OBLIGATIONS OF CONTRACTOR:** Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

3.1 Perform the work described in the Terms of Reference (Section II) in most economic and cost effective manner.

3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract provide all labour as required to perform the work.

3.3 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.

3.4 Contractor shall be deemed to have satisfied himself before submitting his 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.

3.5 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.

4.0 **GENERAL OBLIGATIONS OF THE COMPANY:** Company shall, in accordance with and subject to the terms and conditions of this contract:

4.1 Pay Contractor in accordance with terms and conditions of the contract.

4.2 Allow Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

4.3 Perform all other obligations required of Company by the terms of the contract.

5.0 **PERSONNEL TO BE DEPLOYED BY CONTRACTOR**

5.1 Contractor warrants that they will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and

shall ensure that such personnel observe applicable Company and statutory safety requirement. Upon Company's written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work.

5.2 The Contractor shall be solely responsible throughout the period of this contract for providing all requirements of their personnel including but not limited to their transportation to & fro Duliajan/field site, enroute/local boarding, lodging, medical attention etc. Company shall have no liability or responsibility in this regard.

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

6.0 **WARRANTY AND REMEDY OF DEFECTS**

6.1 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/oil field 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.

6.2 Should Company discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilised from site or base camp (if applicable) that the work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor subject to a maximum of the contract value payable for the defective work which needs corrective action which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

7.0 **CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**

7.1 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 so far, 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:

- (a) which is 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) which is 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.

7.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.

7.3 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.

7.4 During this 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 shall 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.

7.5 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;

8.0 **TAXES:**

8.1 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.

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

8.3 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. Other than the information provided by the Contractor, the Contractor shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Company shall indemnify the Contractor for all claims, expenses, costs or losses of any nature arising from such inaccuracy. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

8.4 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.

8.5 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.

8.6 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.

8.7 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by Contractor (except customs duty) shall be borne by the Contractor.

8.8 GST: The price excludes GST and the GST as applicable shall be to the Company account. The GST amount on the taxable part of the services provided by the Contractor shall be paid by the Company as per provisions of the GST Act. However, the liability for payment of the GST to the appropriate authority in case of Indian bidders and/or overseas bidders having registered office establishment in India will lie on the Contractor. In case of foreign Contractor who does not have registered office establishment in India, the GST shall be paid to the tax authorities by the Company, on behalf of such Contractor.

9.0 **INSURANCE:**

9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment(except when tools/equipment are below Rotary Table or in the well bore) belonging to the Contractor or its subContractor (if applicable) during the currency of the contract including the third party items/consumables. For materials/equipment belong to the Contractor or its sub-Contractor, Contractor may self-insure the same.

9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others except when tools/equipment are below Rotary Table or in the well bore:

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Employer's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this contract.
- d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards)except when tools / equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/ equipment.
- e) 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 as governed by Indian Insurance regulations.

- f) Public Liability Insurance as required under Public Liability Insurance Act 1991, if applicable.

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

9.4 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.

9.5 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.

9.6 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.

9.7 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.

9.8 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's account.

10.0 **CHANGES:**

10.1 During the performance of the work, Company may make minor change to take care of any supplementary work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.

10.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Section IV). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

11.0 FORCE MAJEURE:

11.1 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 for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor), acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

11.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

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

12.0 TERMINATION:

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

12.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 11.0 above.

12.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

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

12.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and /or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/ material, are transferred or

assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.

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

12.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract upto the date of termination including the De-mob cost, if any.

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

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

12.10 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.

13.0 **SETTLEMENT OF DISPUTES AND ARBITRATION:**

13.1 **Arbitration (Applicable for Suppliers/Contractors other than PSU):**

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

1. 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.

2. The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

3. 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.

4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.

5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

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

7. The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and counter claims(excluding interest)	Period for making and publishing of the award(counted from the date of first meeting of the Arbitrators)
Upto Rs. 5 Crore	Within 8 months
Above Rs. 5 Crore	Within 12 months

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

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.

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

In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.

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

12. 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.

13.2 Arbitration (applicable in case of Contract awarded on Public Sector Enterprise): In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

The venue of all arbitrations under both 13.1 & 13.2 will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

14.0 NOTICES:

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

- | | |
|--|--|
| <u>Company</u> | |
| a) <u>For contractual matters</u> | b) <u>For technical matters</u> |
| GM (Contracts) | General Manager [GMS] |
| OIL INDIA LIMITED | OIL INDIA LIMITED |
| PO DULIAJAN - 786602 | PO Duliajan - 786602, |
| ASSAM, INDIA | Assam, India |
| Fax No. 91-374-2803549 | Fax No. 91-374-2800498 |
| Email: contracts@oilindia.in | Email: pnd_pg@oilindia.in |

c) **Contractor**

Fax No. :-

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

15.0 SUBCONTRACTING/ASSIGNMENT:

15.1 Contractor shall not subcontract, transfer or assign the contract, in full 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 approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.

15.2 If against an order placed by OIL, 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

16.0 MISCELLANEOUS PROVISIONS:

16.1 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.

16.2 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.

16.3 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.

16.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.

17.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:

17.1 Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 1/2% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilisation period as defined in Clause No. 2.2 of Section - I.

17.2 If the Contractor fails to mobilise within the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.

17.3 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/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.

18.0 **PERFORMANCE SECURITY:** The Contractor has furnished to Company a Bank Guarantee No. _____ dated _____ issued by _____ for _____ (being 10% of the estimated Contract Value) with validity of 3(three) months beyond the contract period. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

19.0 **ASSOCIATION OF COMPANY'S PERSONNEL:** Company's engineer/personnel will be associated with the work throughout the operations. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and provide Company with a standard of work customarily provided by reputed IP Survey Contractors to major international oil companies in the petroleum industry.

20.0 **LABOUR:** The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. The facilities to be given to the labourers should conform to the provisions of labour laws as per contract Labour (Regulation and Abolition) Act, 1970.

21.0 **LIABILITY:**

21.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-Contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-Contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, Contractors and sub-Contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

21.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-Contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or sub-Contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-Contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

21.3 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.

21.4 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.

21.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-Contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-Contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-Contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting there from.

21.6 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.

21.7 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.

21.8 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.

22.0 **INDEMNITY AGREEMENT:**

22.1 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 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.

22.2 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 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.

23.0 **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.

24.0 **SET-OFF:** Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract 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).

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

- a) For non-completion of jobs assigned as per Section-II.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid,

with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

Withholding will also be effected on account of the following:-

- i) Order issued by a Court of Law in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
- iv) Any payment due from Contractor in respect of unauthorised imports.

When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so with-hold.

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

26.0 APPLICABLE LAW:

26.1 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 exclusive jurisdiction of Courts situated in Dibrugarh/Guwahati.

26.2 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, 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- as applicable to safety and employment conditions
- b) The Minimum Wages Act, 1948
- c) The Oil Mines Regulations, 1984
- d) The Workmen's Compensation Act, 1923
- e) The Payment of Wages Act, 1963
- f) The Payment of Bonus Act, 1965
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- h) The Employees Pension Scheme, 1995
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service)
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- k) The AGST Act, WB & Bihar Tax Act
- l) GST Act
- m) Customs & Excise Act & Rules
- n) Assam, West Bengal and Bihar Entry Tax Act

27.0 **RECORDS, REPORTS AND INSPECTION:** The Contractor shall, at all times, permit the Company and its authorised 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 designated representatives and its authorised employees and representatives. The Contractor shall provide the Company 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.

28.0 SUBSEQUENTLY ENACTED LAWS:

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

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

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

28.4 Notwithstanding the provision contained in clause 28.1 to 28.2 above, the COMPANY shall not bear any liability in respect of:

- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-Contractor / sub-sub-Contractors and Agents etc.
- ii. Corporate taxes and Fringe benefit tax in respect of Contractor and all of their sub-Contractors, agents etc.
- iii. Other taxes & duties including Customs Duty, Excise Duty and GST in addition to new taxes etc. in respect of sub-Contractors, vendors, agents etc. of the CONTRACTOR.

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

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

29.0 **ROYALTY AND 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 or drawings forming part thereof.

30.0 **WAIVER**: Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.

31.0 **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.

32.0 **PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT**:

32.1 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. Payment to the third party supplier(s) of the items/consumables shall be made after receipt of goods at site at Duliajan duly certified by authorized personnel of the Company. All payments will be made in accordance with the terms hereinafter described.

32.1.1 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. The offers stipulating payment/part payment to such third party will be considered as non-responsive and such offers will be rejected.

32.2 **MANNER OF PAYMENT**: All payments due by Company to Contractor shall be made at Contractor's designated bank. All bank charges will be to Bidder's account.

32.3 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.

32.4 **INVOICES**: Mobilization charges will be invoiced only upon completion of mobilization when the entire equipment, chemicals and personnel are ready at site

for starting the job as certified by company representative. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company..

32.5 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.

32.6 Contractor will submit 03 (Three) 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.

32.7 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.

32.8 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 25.6 above.

32.9 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.

32.10 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.

32.11 Contractor shall maintain complete and correct records of all information on which Contractor's invoice are based upto 2 (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.

END OF SECTION - I

&&&&

Part-3

SECTION: II

Scope of Work and Technical Specification

1.0 INTRODUCTION:

Oil India Limited (OIL) is a Navaratna 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. Its field head quarter is at Duliajan in Dibrugarh district, Assam.

2.0 OBJECTIVE:

OIL intends to carry out reconnaissance and detailed pipeline route survey and develop geographic information system (GIS) Mapping of its entire pipeline network in OIL's operational areas in Upper Assam Basin covering all installations such as OCSs (Oil Collecting Station), GCSs (Gas Compressor Station), FGGS (Field Gas Gathering Station), Tank farms, Water injection stations, LPG plant and other small/nearby installations in the field such as QPS/EPS and well head set-ups.

The main objective of this proposed system is as follows:

1. To develop the route maps including the alignment of the pipelines having normal operating pressure of 15 PSIG or more inclusive of crossings, TPs, Mainline valve locations, Scraper Traps, Well Locations, Field Installations, and Customer Off take points.
2. To develop GIS mapping of all OIL's pipelines/flow lines/ water injection lines/ Gas lift lines and assets.
3. Population density survey along OIL Pipelines within 200 mtrs on either side of ROW boundary.
4. Measurement of depth of cover on the pipeline.
5. Collection of cadastral maps and digitations.
6. Development of a web based solution for GIS mapping.
7. Facility Management and support services

The pipeline network comprises of oil/ gas flow lines from wells to nearby installations, gas/oil distribution lines, gas lift lines, water injection lines and from sizes varies from 100 mm NB to 400 mm NB. Normal working pressure of the lines is above 15 PSIG.

OIL has already carried out route survey of some of the pipelines. The surveyed data is available in different formats like AutoCad and SHP file format which needs to be plotted, convert into a compatible format and integrate the same in the GIS system. Therefore the tendered quantity of 250 Km of RoW/RoU length is to be surveyed and mapped in the web based GIS system.

A Pre-bid conference will be held for a direct interaction between OIL and the interested vendors so as to have clarity with respect of specification, scope of work, services covered under the tender etc.

The job broadly includes but not limited to the following:

Processing of High Resolution Satellite, Exterior orientation of High Resolution Stereo Satellite Images (HRSI) by establishing ROU/ROW control points as required using DGPS having accuracy of $\pm 10\text{mm}$ and at interval of 0.5 km along the pipeline on existing permanent structure, post processing, geometric / radiometric correction, Digital Terrain Model (DTM) generation, ortho-rectification, Vectorisation, etc. and preparation of Base Map for pipeline corridor/RoW.

Identification of OIL pipeline (Underground & Over ground) through GPR /required others instrument including Pipe Details and Depth Details. Collection of pipeline depth using pipeline locator at every 250 meter interval and at TP's on pipeline and plotting the pipeline profile as per the scope of work. Depths have to be recorded for each pipeline separately in parallel pipelines in same RoU/RoW. Conducting GPS based survey for mapping of permanent installations including internal assets. Providing the pipeline POI (Point-of-Interest) in ROU/ROW corridor along with installations such as OCSs (Oil Collecting Stations), GCSs (Gas Compressor Stations), FGGS (Field Gas Gathering Stations), Tank farms, Water injection stations, LPG plant and other small/nearby installations in the field such as QPS/EPS and well head set-up etc. Geospatial features of the area [such as District/Taluk/Village details, Roads (NH, SH & other major/minor roads), Police station, Hospital details etc.] so as to visually represent the geographical locations along with Source of Crude Oil delivery lines, flowlines/gas lift/water injection/water disposal lines from/to individual wells, Gas supply & existing customers Providing of pipeline Point-of-Interest (POI) information along the pipeline Right of Use (ROU) & Right of Way (ROW) such as Kilometer Posts, Turning points (TP), CP Test Lead points (TLP), Isolation Valves, Pipeline Stations/Offices, Pipeline Crossings etc. on top of the map. Supply & installation of pipeline marker (RCC pillars) for Control Point Establishment in every 1 km Interval will be under scope of the vendor. Providing map based query/search features for obtaining information along the pipeline ROU/ROW corridor and RoW for effective maintenance and disaster management control.

This GIS is to be developed in such a fashion that there is a complete scope for horizontal and vertical expansion for the system growth and Integration. These pipelines need to be geographical boundaries on Indian map with insertion up to local coordinates.

The route map must feature layers having the following attributes:

- a. **Land data-** the layer will contain all land records like cadastral maps and surveys. Collection of revenue maps, cadastral maps, and land ownership details of the pipeline ROU from the revenue authorities and its digitization. All expenditure required for obtaining the maps and land owners details from revenue authorities and its digitization is in the scope of Contractor. Also Geo referencing, Stitching, Mozaicing the cadastral map.
- b. **Geographical Information-** the layer will contain information about nearest district headquarters, important townships, defense establishments, road & railways network, pipeline ROWs, forests, and other important landmarks like schools, markets etc.
- c. **Emergency Response-** This layer will have information about nearest hospitals, police stations, fire service, offices of district administration etc

- d. **Pipeline data-** This layer will have information about pipeline like alteration/addition of pipeline segments, positions of stations, all road crossings, railway crossing, cased crossings, submerged crossing etc.
- e. **Station data-** This layer will contain details like plant layouts and other relevant internal details of the installations.
- f. **Cathodic data-** This layer will provide cathodic data such as TR/CP units, anode ground beds and test leak points (TLPs)
- g. **Miscellaneous-** This layer will provide information about miscellaneous datas like encroachment etc.
- h. **Population density index-**This layer will provide information regarding the number of buildings and their occupancy as per the class of locations. GPS based Population density shall be collected along entire pipeline route for a corridor extending 200 m on either side of the route center line. Collected data of the population density shall be marked on the route maps / alignment sheets. (please refer **Annexure-II**)
- i. **Depth of cover of pipelines-** This layer will have the information regarding the depth of cover of the pipeline along the pipeline route.

3.0 SCOPE FOR GIS MAPPING:

3.1 GIS Mapping of Pipelines and Assets:

The works consists of Processing of High Resolution Stereo Satellite images, establishing ground control point through DGPS having accuracy of $\pm 10\text{mm}$ and at **interval of 0.5 — km** along the pipeline on existing permanent structure. Conducting GPS based survey for the existing pipeline ROU/ROW using pipeline locator in order to establish as built pipeline ROU/ROW along with all associated facilities like Isolation valve, Installation, Wells & Tap-offs etc. by plotting central line, establishing ROU/ROW corridor and mapping (geo-reference) all the ROU/ROW features within the acquired ROU/ROW/ROW like permanent structures, trees, land use pattern along the ROU/ROW. Geometric / radiometric correction, Digital Terrain Model (DTM) generation, ortho-rectification, Vectorisation, etc. and preparation of Base Map for pipeline corridor.

NOTE: For the purpose of the calculation, where more than 01 pipeline are in same ROU/ROW; it shall be counted as 01 pipeline length only. However all the lines are to be plotted “as is where is” basis.

Minimum deployment of resources for each Part of Work:

Contractor shall deploy a minimum of 02 teams consisting of DGPS, GPS, Line location, PDI & Cadastral Surveyors for each part of the work, headed by a Project Manager (Minimum Graduate with 05 yrs of experience in GIS or pipeline ROU/ROW surveys). Contractor shall submit the details of the equipment to be deployed for the work along with bid document. For detail team structure, please refer to SOR Clause 2.0.

Contractor shall have valid wireless license from statutory authority for DGPS equipment and shall submit a copy of license along with the bid.

3.2 Carrying out GPS based Population Density Survey (PDI) as per technical specification for existing pipelines under operation, within the corridor of 200 meters on both side of the ROU/ROW boundary and ROU/ROW. Preparation and submission of reports. The work also includes submission of comparison report of current PDI data v/s old PDI data /details (provided by OIL). Also submission of data in .shp files to be used for GIS mapping. (please refer **Annexure-II**).

3.3 Conducting GPS based survey for mapping of permanent installations including internal assets for

- (i) Oil Collecting Stations (OCS)
- (ii) Gas Compressor Station(GCS)
- (iii) Field Gas Gathering Station(FGGS)
- (iv) EPS,QPS,WHSS
- (v) Gas Off take Points
- (vi) Tank farms
- (vii) LPG Plant
- (viii) Oil and Gas Wells
- (ix) Flow lines from the wells to nearest installation
- (x) Supply lines to gas network
- (xi) Supply lines to Customers
- (xii) Fire Station and connected Hospitals, Police Station etc
- (xiii) LPG Plant
- (xiv) Source of Gas supply & existing customers.
- (xv) Water injection plants
- (xvi) Any other station, terminals etc. not covered above but required to be mapped.

3.4 Capturing of pipeline Points-of-Interest (POI) / Waypoints information along the pipeline Right of Use (ROU/ROW) such as Kilometer Posts, Turning points (TP),warning sign boards, direction markers, boundary pillars, Test Lead points (TLP), Isolation Valves, IP stations Terminals, Pipeline Crossings such as rail/road, river , foreign pipelines ,canal crossings etc).

3.5 Pipeline asset and other geographical features and attributes will be incorporated in the map in different layers on base map.

3.6 The Contractor shall provide the survey results in AutoCAD Drawing, ArcGIS Geo database format and also in pdf Format.

3.7 Assistance in Procurement of High Resolution satellite imagery of +/- 0.5 mtrs resolution from NRSC Hyderabad. However, payment towards procurement shall be borne by OIL. Assistance means complete Liasoning with NRSC Hyderabad for acquiring of the High Resolution satellite imagery for the area of interest.

3.8 Establishment of DGPS control points having accuracy of ± 10 mm and at interval of 0.5 km along the pipeline on existing permanent structure by standard system of establishing ROU/ROW control points, such as primary (minimum-4hrs), secondary (minimum-1hrs) and tertiary (minimum-45min) control points with adequate hours of observations. Supply & installation of 03 nos. of pipeline marker (RCC pillars) of minimum size 150mmx200mmx800mm for Control Point Establishment in every 1km Interval.

3.9 The Contractor shall provide the survey results in shape file (.shp) processed through ESRI Arc GIS platform (latest version).

3.10 Preparation of seamless GIS Geo-database for the entire pipeline ROU/ROW with salient features such as major crossings (Roads, Railway lines, Rivers, Nalas / Streams, Canals etc.) and POI/Way points, ROU/ROW and control points, base map, etc. as required on WGS 1984 coordinate system with latest revision.

3.11 GIS Geo-database for the surveyed pipeline ROU/ROW shall be capable of featuring the attributes as given hereunder:

- ROU/ROW Map showing the alignment of the pipeline including crossings, TPs etc.
- Major crossings such as National Highway, State Highway, Railways, Canals, Rivers, HDD etc.
- Mainline Valve Locations, Pump Stations, RCP Stations, Scraper Stations, Terminal stations.
- Cadastral Survey information including details of
 - Survey Nos.
 - Ownership area of affected Survey no. in ROU/ROW
 - ROU/ROW Corridor
 - Permanent feature within ROU/ROW.
 - Village maps, Talukas, Districts etc.
 - Land & crop Compensation details.

3.12 The following layers of information & attributes shall be incorporated in the map:

- i) **Land data** – This layer will contain all land records like cadastral maps, case files, village information, and compensation details etc.
- ii) **Geographical Information** – This layer will contain information about nearest district headquarters, important townships, defense establishments, road & railway network, pipeline ROW, forests, etc.
- iii) **Emergency Response** – This layer will have information about nearest hospitals, police stations, fire service, offices of district administration etc.
- iv) **Pipeline data** – This layer will have information about pipeline like alteration/addition of pipeline segments, positions of stations, all road crossings, railway crossing, cased crossings, submerged crossing etc.
- v) **Station Data** – This layer will contain details like layouts and other internal details of the stations.
- vi) **Cathodic data** – Information about cathodic data such as TR/CP units, Anode ROU/ROWnd beds and Test Lead points (TLPs) will be kept in this layer.
- vii) **Miscellaneous** – This layer will have provision for information regarding data of miscellaneous nature like encroachment etc.
- viii) **Population density Index** – This layer will have the information regarding the number of buildings and their tentative occupancy as per the class locations. (please refer **Annexure-II**).
- ix) **Depth of cover of pipeline:** This layer will have the information regarding the depth of cover of the pipeline along the pipeline ROU/ROW.

The above mentioned layers will be created with data from available sources. Pipeline related technical data for the layers will be provided by Company. The rest of the data will be collected from other available sources and geo referenced by the executing agency.

4.0 DIGITAL (VECTORISED) BASE MAP:

Generation of digitized (Vectorised) base map of Area of Interest showing, Physical, Political, Geographical GIS, land use , land cover, in digital form with following layers: (please refer **Annexure-I**)

A. Administrative Layer

- a. National Boundary
- b. State Boundary
- c. District Boundary
- d. Sub-district Boundary
- e. Town Boundary
- f. Village as a point
- g. Name of state, district and villages as per census of India.

B. Transportation Layer

- a. National Highway
- b. State Highway
- c. Major District road
- d. Other important roads.
- e. Rail Network
- f. Airports

C. Land Use

- a. Green Bodies: Major forests, sanctuaries, and other green areas of importance.
- b. Water Bodies: Rivers, major canals, major ponds, reservoirs and other water bodies of importance.
- c. Longitude, latitude, Elevation

D. Point of Interest

- a. Major government offices such as District collector, Tehsil, Block.
- b. Railway stations.
- c. Hospitals
- d. Police stations
- e. Fire stations
- f. Other important landmarks.
- g. Major nearby industries.

5.0 LAND INFORMATION SYSTEM AND PIPELINE COVER:

Land information system:

The work includes collection of available digitized Revenue Maps and land related information such as the name of the land owner based on the authentic revenue records, area of under ROU/ROW and compensation paid from OIL and incorporating the same in GIS data base and GIS web solution. For the areas where the Revenue maps are not available with OIL, the Contractor has to collect the revenue maps and the land ownership details from district authorities, digitize and geo reference them and incorporate the same in the Web GIS solution and the data base. All expenditure required for collection of the cadastral maps and land owner details from the revenue authorities and their digitization is in the scope of Contractor.

Measurement of depth of Cover:

The work includes collection of pipeline depth using pipeline locator at every 250 m interval and at TPs (except at River Crossing and the like) on pipeline and correlating the same with MSL for plotting the pipeline profile. Depth has to be recorded for each pipeline separately for the parallel pipelines in same ROU/ROW.

6.0 DEVELOPMENT OF WEB BASED GIS SOLUTION:

Preparation of a Web Application in GIS platform and incorporate all prepared corridor data map, Supply, Installation, configuration, integration and commissioning of a web based GIS system for OIL Pipelines with all accessories and

licenses required. The cost of license to borne by the Contractor. The work also includes the integration of GIS, Land, Cadastral, depth of cover etc data collected by OIL for other pipelines and conversion of data collected from route survey of the pipelines 250 km pipeline ROW/ROU which OIL had already carried out to suitable format and integration of the same in the GIS.

Supply of any other add-on software (which is required for the working of the system) by the vendor at no extra cost. Testing of the fully integrated system to ensure that performance standards are met.

6.1 The Web base solution should have following modules with features / functionalities as listed below.

- ✓ Facilities to view and query all data of the pipeline corridor such as location of markers, CP points, turning points, crossings, cadastral information etc.
- ✓ Route Map Details
- ✓ Updated Corridor Map details
- ✓ Processed satellite images with pipeline route
- ✓ Cadastral Map Details
- ✓ PDI Data
- ✓ Depth of cover of pipeline
- ✓ Spatial Tools for Planning, Decision Making & Analysis Emergency Support Spatial & Non Spatial Searching

This module should assist in viewing the pipeline network in a seamless manner including emergency details, facilitates to query the data along the corridor. The module will have HRSI images, base map in digital format.

Data should be processed in the premises of OIL, Duliajan.

7.0 AVAILABILITY OF IT INFRASTRUCTURE IN OIL : The GIS web based solution shall be enterprise-wide system and user should be able to access the system using Internet browser in their LAN/WAN connected PC. OIL has its own LAN/WAN network (INTRANET) which all users and stations are connected. Supplied web solution shall be integrated with Active Directory for authentication and role-based access by users across OIL locations. Web-based GIS application should be capable of handling Min. 20 nos of concurrent users. It should be modular, scalable and have capacity to integrate future OIL pipelines.

OIL's Primary Data-centre is based in DULIAJAN, ASSAM and is operational on 24X7 bases. It is the central site of all applications like SAP, E-Mail, Internet, Intranet and other legacy applications. All applications are maintained and managed centrally at DULIAJAN, ASSAM Data-centre.

7.1 Supply hardware & software for GIS system along with backup solution:
Developed Web-based GIS System/Application along with all associated software's like ArcGIS Server Enterprise, Database etc. shall be installed in Primary Site at OIL office Duliajan. Thus users shall access the GIS application through OIL network.

7.1.1 Software

Application & Database Software – Bidder shall provide all the software required for making the GIS application operational like ArcGIS Server Enterprise, compatible database software etc.

For the above setup, adequate licenses of such software (ArcGIS Server Enterprise, database software etc.) shall be provided while keeping in view the application requirements as per need of OIL.

ArcGIS Desktop Software – In addition to above, bidder shall provide following additional ArcGIS Desktop software licenses of latest version, for use of OIL:
ArcGIS Desktop Info / Advanced – 1 No. (Concurrent Use)
ArcGIS Desktop Editor Extension - 1 No. (Concurrent Use)
ArcGIS Desktop Network Analyst Extension - 1 No. (Concurrent Use)

7.1.2 Hardware

Server: (1 no.)

High quality branded Server, 64 bit latest Intel Xeon E5-2600 V3 series processor or higher, 12 cores, 30 MB cache, QPI Speed 8.0 GT/s, 1866 MHz, 32GB RAM, 10TB HDD, 64 bit Windows server 2012 or latest, Integrated RAID 0,1,5,6 capability, Min. 2 USB port, 18.5" LED Monitor, 1 Gigabit Ethernet Interface with RJ-45 Port, DVD writer.

Workstation (4 nos.)

High quality branded Workstation, Min. Intel Xeon E5-2600 v3 series processor or higher, 8 cores, 18 MB cache, Memory speed 1866 MHz, QPI Speed 8.0 GT/s, 64-bit Windows 10 or latest, 2 TB HDD, 21" full HD LED monitor, NVIDIA 8GB graphics, 32GB RAM, DVD writer, MS Office Professional, Anti-virus, Keyboard, Mouse, Dual Intel Gigabit Interface with RJ-45 Port.

Printer (1 no.)

High quality branded A3 Color laser network printer.

Power Supply (5 nos.)

- a) 4 Nos. of 2 KV online UPS for work stations with minimum 30 minutes power back up at full load.
- b) 1 No. of 3 KV online UPS for server with minimum 30 minutes power back up at full load.

Bidder must supply the necessary supported components of software(s) and hardwares of Workstation and server, if it is required. Also bidder must provide the necessary license to support hardwares of Server & Workstation and software(s).

OIL will provide necessary space, electrical points, networking and cooling for installation & commissioning of supplied items. Any other items required for installation & commissioning should be provided by bidder.

All the software and hardware items to be supplied shall have onsite warranty for 03 years.

8.0 TRAINING:

Vendor shall conduct training programme as per details given below:

1. Vendor shall train Company's engineers/system manager on the developed system in batches of 5-10 engineers of 3 working days duration at OIL DULIAJAN, ASSAM for minimum 3 batches.
2. OIL will provide the infrastructure at DULIAJAN, ASSAM; however the training material in soft and hard form is to be provided by the vendor and all expenditure related to the faculty shall be borne by the bidder and are considered to be included in the quoted price.

9.0 WARRANTY:

The vendor shall provide warranty for all supplied software and Hardware for 36 months from the date of successful implementation of complete system.

All the supplied software licenses shall have lifetime validity in the name of OIL and shall be covered under back-to-back OEM support for the warranty period.

10.0 SCOPE OF SUPPLY:

10.1 SCOPE OF SUPPLY OF CONTRACTOR:

The Vendor's scope of supply and works shall include, but not limited to, all the activities of design, engineering, development, testing, supply, installation, commissioning, training and support of the system as per requirements of Web based GIS system. The Vendor shall have single point responsibility in completing the above works.

a. Deployment of requisite manpower for project implementation, providing all qualified skilled and unskilled personnel to carry out the entire job and facilities required to complete the job to the entire satisfaction of the OIL in accordance with the requirements of the tender document.

b. Collection of revenue maps, cadastral maps, and land ownership details of the pipeline ROU/ROW from the revenue authorities and its digitization. All expenditure required for obtaining the maps and land owners details from revenue authorities and its digitization is in the scope of Contractor.

c. Collection of pipeline depth using pipeline locator at every 250 m interval and at TPs (except at River Crossing and the like) on pipeline and correlating the same with MSL for plotting the pipeline profile as per scope of work. Depths have to be recorded for each pipeline separately in parallel pipeline in same ROU/ROW.

d. The persons employed by the Contractor shall be technically qualified and trained in development of requisite software and operation of various computer applications.

e. Deployment of bidder owned requisite hardware/equipment for his workers on returnable basis.

f. All consumables for printing, storing, and creation of backup data CD's/DVDs and alternate consumables of backing up of data to be supplied by the bidder.

g. Travelling, Boarding and lodging for all its personnel deployed for the execution of the work is to be arranged by the bidder.

h. Right of access to OIL or its representative for audit of the quality and accuracy of work done.

i. The integrity and confidentiality of the OIL's information assets are to be maintained by the bidder.

j. Adequate physical and logical controls should be used to restrict and limit the access to the OIL's business information to the authorized users.

k. Contractor shall be responsible for settling all compensation and disputes arising out of any damages caused by him or his workmen during the execution of work.

10.2 SCOPE OF SUPPLY BY OIL:

OIL's responsibility shall be limited to the followings and all other resources, logistic support, facilities, licenses etc required to complete the work under the scope shall be arranged by the Contractor himself without any cost to OIL.

DATA

- High Resolution Satellite Images for the Area of Interest - However, the bidder has to liaise on behalf of OIL India limited with NRSC Hyderabad to Procure the High Resolution satellite imagery of +/- 0.5 mtrs resolution for the required area of interest. The payment for the images will be borne by OIL India Limited. Therefore, the ancillary cost for necessary liaisoning may be loaded in the primary bid of GIS mapping i.e. item no 2 in Annexure-IV.

- Data/documents in hard and available soft copy. – As built drawings of pipeline sections if available. For smaller size pipes such as 4" and 2", as built drawings may not be available.
- Available Data pertaining to revenue map, ownership details for Right of Users (RoU) and Compensation Details. Revenue data which is not available with OIL have to be acquired by Contractor and is in his scope. –
- Any other information pertaining to pipeline and assets.

11.0 DOCUMENT/DATA SUBMISSION REPORT:

The vendor shall furnish following documents & drawings in three copies (03) in hard and soft format.

- i) Updated Base map using satellite images
- ii) Processed Satellite Images (softcopy only)
- iii) ROU/ROW map of each Pipeline on Topographical sheets of scale 1:25,000, 1:50,000 & 1:2,50,000.
- iv) User manual for Web Based PIMS.
- v) GPS mapping reports of each pipeline.
- vi) PDI survey reports of each pipeline. (as per Annexure: III)
- vii) ROU/ROW Land mapping report of each pipeline.
- viii) Depth of cover of each pipeline.
- ix) Additional Cadastral maps & data collected on acquired ROU/ROW.
- x) Surface and key plan covering 500 meter area around the each installation

Contents and presentation of reports shall be reviewed/approved by owner in the initial stage to be prepared by the Contractor. The Contractor shall Incorporate all comments / suggestions given by owner and prepare all documents accordingly. The Contractor shall obtain approval of owner on draft report before final submission.

12.0 FACILITY MANAGEMENT SERVICES (FMS):

The Vendor shall provide FMS services at OIL DULIAJAN, ASSAM for 36 months from the date of successful commissioning of the complete system to maintain the system for required system availability and other services for normal operation of system. The FMS services shall be extendable for a further period as per the discretion of OIL as per terms and conditions of contract.

As part of scope of FMS, Vendor shall depute one person in general shift on all working days at OIL office for providing services for day to day normal operation of the system.

The personnel deployed at the above location shall be an engineering graduate preferably in IT and shall be well conversant with the complete system and have minimum experience of 02 years.

Key Contractor Employees:

OIL requires the following from Bidder in relation to his employee (s) placed at the site for FM Services:

- Minimum Qualification/Certification/Experience to perform the job
- Bio-data with proper references
- Police verification report
- Any other statutory / OIL requirements, like PF certificate
- Contractor needs to take prior approval of OIL for the employee before placing him/her on the account.

Right of Joining / Replacement:

OIL may take interview of the employees to be positioned in OIL premises for the FM service. Also, Vendor should replace any employee on the

request of OIL for the reasons attributed to OIL. Any leave /absence / replacement of FMS engineer by the bidder for FMS services shall be reported to the EIC with backup plan at least 07 days prior to the occurrence and approved by the EIC.

13.0 EXPERT SERVICES ON MAN DAY RATES:

OIL may require expert OEM services from Vendor on man-day basis for engineering, data management, integration with other systems, up gradation of software, migration of hardware/software activities on obsolescence. These services will be required during 03 years of long term agreement / contract between OIL and Vendor. The man day rates will include all travelling, boarding, lodging, local conveyance and all taxes and duties.

The services of vendor engineer will be used by OIL as per the requirement during 03 years of agreement / contract between OIL and vendor from the date of placement of work Order. Payment will be released by OIL as per actual number of man days utilized on completion of each visit.

The engineer of Vendor shall be called for a minimum of two (2) days at a time. The days will be counted from the date of report at OIL office and upto the last reported day at site. No payment will be made for travel days/period for travel from place of origin to OIL DULIAJAN,ASSAM and back from OIL DULIAJAN,ASSAM to place of origin.

Vendor's personnel shall observe/abide by site working conditions prevailing at the existing site, safety codes, Indian laws and local laws.

A prior notice period of 15 days will be given for mobilization of vendor's engineer to site for integration of additional pipelines or any other engineering services.

14.0 ENGINEERING SUPPORT AND SERVICES FOR INTEGRATION OF NEW PIPELINES:

OIL may require expert OEM services of software Vendor for engineering and integration of new and balance pipelines of OIL to the developed system. The services of vendor engineer will be used by OIL as per the requirement during 03 years of agreement / contract between OIL and vendor.

15.0 DETAILED TECHNICAL SPECIFICATION

- I. Development of a Web based, 3-tier Client-Server architecture, Geographic information system software that stores and links geographic reference data and non-graphic attributes related to pipeline sections with latitude and longitude as described elsewhere with graphic map features for wide range of information processing, storage & quick retrieval of information.
- II. The pipeline Geographic information system (PL_GIS) should include all the standard features like pan, zoom (zoom in, zoom out, zoom rectangle), previous view, next view, buffer, measurement tool, print option, etc. along with pipeline related data.
- III. The PL-GIS package shall have information/details of locations (Basic inputs/location details will be provided by Owner).

- IV. The Contractor shall physically verify all the data provided by the Owner and update them wherever necessary. If the Owner is unable to provide some data, the same shall be collected by the Contractor from his own sources.
- V. All field data and GPS coordinates are to be collected by the party by field survey for which all arrangements are to be made by the party themselves.
- VI. All maps developed under the GIS survey have to be Geo-referenced. Any non Geo- referenced maps will not be accepted.
- VII. The pipeline data, maintenance history etc. available with the Owner shall be provided to the Contractor.
- VIII. Inter-crossings of pipelines are to be shown.
- IX. The system should maintain auto synchronization with the updated database. If any modification or changes to be done in existing database it should reflect on the map and its spatial information.
- X. There should be some process to introduce new spatial objects including its attribute information in the map.
- XI. The application must follow some mechanism so that each time the entire browser should not get refreshed when any spatial operation happen like locating particular location, open/close number of layers.
- XII. The system must provide spatial object information with following events: on mouse over, on click, and some other mechanism to get detail information of specific spatial object and all should be initiated from map with very user friendly way.
- XIII. Background database must be GIS compatible and should support major GIS object type. Database license need to be procured and provided by the party with lifetime use for this project.
- XIV. The Contractor will install the total system in the Owner's server when the server Becomes available at the owners end and till then in a server to be provided by the bidder on rental basis including all the dependencies & ensure efficient working to the satisfaction of Engineer-in-Charge.
- XV. The developed package shall have provisions/User Interface for modification/ editing of all the alterable data like details of land owner, village Pradhan, Police Station In Charge etc. by the Owner themselves. Owner should be provided with License to Operate and Modify the database at later stage. There will no provisions for any royalty sort of recurring cost.
- XVI. The developed package shall have provisions/User Interface for insertion/modification/editing of Layers by the administrator.
- XVII. Easy Retrieval of information: The information should be instantly retrievable from any location on the map. The selected object should be highlighted in specific colour on the map and provide user to access the data stored about the object or engineering information.

- XVIII. Retriever of relevant information only: The GIS package developed should have facility to enable retrieval of only those relevant data from the map, which is sought by user.
- XIX. The system should be simple and user friendly so that user, without previous computer exposure can learn to use subject system with little bit of training. The system need to support concurrent access by multiple users irrespective of the location of users.
- XX. Any modification, editing of data, etc. should be recorded and stored for future requirement for traceability.
- XXI. The database shall be secured with password protection. Data browser window need to be provided with only viewing privilege and that should be accessible through Intranet/Internet that also require authentication. 'Confidentiality Warning' need to displayed on the opening screen.
- XXII. The system shall have provision to further update existing database/ information at Owner's end without additional cost to Owner.
- XXIII. The Contractor shall provide system integration service, which shall include installation, commissioning, configuration and customization of the software and database in totality.
- XXIV. The Contractor shall provide consolidated data bank & GIS package in electronic media, as approved by EIC.
- XXV. Before making the final GIS package, Contractor has to present the pre-final package for viewing of the Owner and nay modification/ updation suggested by the Owner shall be incorporated by the party in the final package.
- XXVI. The system developed should be Web Based & Network compatible and should also be suitable for continuous updation/ alterations etc. by the Owner. The Contractor will install the total system in the owner's server & ensure efficient working to the satisfaction of Engineer- In-Charge.
- XXVII. The Contractor shall provide training assistance to Owner's employees at Owner's place.
- XXVIII. GIS coordinates of the facilities along the pipelines ROW to be provided by the party to the Owner.
- XXIX. The Contractor shall provide details of work progress report on daily/ weekly basis through e- mail or as desired by the Owner.
- XXX. The Contractor shall settle all the disputes that might arise between them and the land owners, villagers etc. while doing survey in the field without any intervention by the Owner.
- XXXI. If any mistake is found in the information entered by the Contractor in the GIS package within the defect liability period, the same is to be corrected free of cost and the updated version are to be provided to the Owner.

- XXXII. It will be the responsibility of the Contractor to ensure integration and implementation of the system after test run with test data, live run of the system with real data, training to user and installation & commissioning of the system.
- XXXIII. The Owner will provide a list of regular search queries on different aspects of the pipeline. The vendor will have to provide such query screens which are user friendly and helps easy retrieval of information.
- XXXIV. The GIS package should have extensive reporting module, the reporting module should have some predefined regular reports which can be generated on a click. The report module should also have a report builder through which user can develop user defined reports. Also the system should have proper mechanism to export the search in excel format.
- XXXV. The party will have to ensure in writing that the software developed will be able to accept standard GIS data in future and if otherwise, the same shall be provided by the party at own cost within in the Defect Liability Period.
- XXXVI. Software in suitable media along with Original license form principal to be supplied for the system / sub system along with all passwords set at factor level for configuration changes.
- XXXVII. Security Considerations: PL-GIS application shall have different levels of security for preventing unauthorized access penetration into the system. Various access control and management shall be built into the layers like web layer, application layer and database layer.
- XXXVIII. Application Security: PL-GIS application shall maintain audit trail for all transactional and master data related activities. In all the transaction user-id, time and all other important related fields shall be logged.
- XXXIX. Project Execution Approach: Contractor shall identify and appoint a senior project manager who shall have experience of managing complex projects. Contractor shall also identify and appoint core team, different function team with sufficient experience in their respective fields.
- XL. Project schedule and Work plan: Contractor shall submit implementation plan and schedule for the PL-GIS application in detail.
- XLI. Project control measures: The project strategy shall be based on clear structuring of the project work into phases and activities consistent with the methodology leading to appropriate deliverable as scheduled.
- XLII. Contractor shall carry out all work in strict compliance with applicable documents enclosed with the tender and as per the instructions of OIL.
- XLIII. All safety compliances are to be strictly followed. The safety of the people engaged by the Contractor during the execution of the jobs is in Contractor's sole responsibility.
- XLIV. Contractor shall give Weekly Progress Report of work done in the Performa prescribed by EIC.

- XLV. The Payment terms are to be agreed by the Bidder for payment in case of successful bidding as per attached Annexure-IV and attached "Schedule of rates"
- XLVI. Apart from General condition of contract, the Vendor has to agree the Special Condition of the contract as attached.

The scope of work shall also include any other item/work required to complete the work in all respects as per specifications, drawings and instructions of OIL whether specifically mentioned here in or not, but required to fulfill the intended purpose of this tender.

END OF SECTION-II

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POINTS OF INTEREST

GENERAL

A. Administrative Layer

- a. National Boundary
- b. State Boundary
- c. District Boundary
- d. Sub-district Boundary
- e. Town Boundary
- f. Village as a point
- g. Name of state, district and villages as per census of India.

B. Transportation Layer

- a. National Highway
- b. State Highway
- c. Major District road
- d. Other important roads
- e. Rail Network
- f. Airports

C. Land Use

- a. Ecologically Sensitive Zone, Coastal Regulatory Zone, Industrial Areas
- b. Green Bodies: - Major forests, sanctuaries, and other green areas of importance.
- c. Water Bodies: - Rivers, major canals, major ponds, reservoirs and other water bodies of importance.
- d. Datum contours (90 m) e. Longitude, latitude, Elevation

D. Emergency Response

- a. Major government offices such as District collector, Tehsil, Block.
- b. Railway stations.
- c. Hospitals
- d. Police stations
- e. Fire stations
- f. Other important landmarks.
- g. Major nearby industry

TECHNICAL SPECIFICATION FOR POPULATION DENSITY SURVEY
1.0 OBJECTIVE

The objective of population density survey is to obtain details of population density (dwelling units, type of buildings, public places of gatherings etc.) along pipeline the ROU/ROW.

2.0 REQUIREMENTS

- Population density shall be collected along entire pipeline ROU/ROW for a corridor extending 200 m on either side of the ROU/ROW center line.
- The population density data shall be marked on the ROU/ROW maps / alignment sheets provided by OIL (location of dwelling, buildings, public places/facilities where more than 20 people assemble and multiple story buildings etc.)
- Facility/locations where 20 or more persons assemble during normal use (viz. school, hospital, factory etc.) shall also be clearly indicated.
- Information about Dwellings / facilities located within 15 m of the center line of pipeline ROU/ROW shall also be mentioned highlighted in the report.
- Population Density details shall be prepared and presented in a format as shown in **Annexure- III**.

3.0 PRESENTATION OF SURVEY DATA

The drawings (ROU/ROW maps / Alignment sheets) showing population density data are to be submitted to OIL in soft / hard copies as mentioned in the scope of work.

ADDITIONAL REQUIREMENT FOR GAS PIPELINE DETERMINATION OF POPULATION DENSITY INDEX AND CLASS LOCATION:

1. When survey is performed for High pressure gas pipelines, the class locations based on population density index as per code ANSI B 31.8 "Gas Transmission and Distribution Piping, Systems" shall be recorded along with chainages at change of each class location.
2. Population density index along the pipeline ROU/ROW shall be determined as follows.

A zone, 400 M, wide, shall be considered along the pipeline ROU/ROW with the pipeline in the centerline of this zone. Then the entire ROU/ROW of the pipeline shall be divided into lengths of 1600M. such that the individual lengths will include the maximum number of dwellings intended for human occupancy. The number of such dwellings that are intended of human occupancy within each 1600 M zone shall be counted and reported along with other survey data.

3. Area shall be classified based on guidelines as given below:

a. Class 1: location:

A Class 1 location is any 1600 M section that has 10 or fewer dwellings intended for human Occupancy.

b. Class 2: Location

A Class 2 location is any 1600 M section that has more than 10 but less than 46 dwellings intended for human occupancy.

c. Class 3: Location

A Class 3 location is any 1600 M section that has more than 46 dwellings intended for human occupancy except when a class 4 location prevails.

d. Class 4: Location

A Class 4 location includes areas where multi-stored buildings are prevalent and where traffic is heavy or dense and where there may be numerous other utilities underground.

In addition to the criteria contained in clause 3.0 above, while classifying areas, additional consideration must be given to possibilities of increase in concentration of population along the pipe line such as may be caused by the presence of schools, Hospitals, recreational areas of an organized character, places of assembly, places of worship, etc. If one or more of these facilities are present, the area shall be classified as class 3 Location.

&&&&&

Population Density Data along Pipeline Route
Pipeline Section No.

No.	Village Name	Pipeline Chainage in m	Co-Ordinates		Perpendicular Distance of dwelling from pipeline centerline in m			Direction Right or Left	Type of dwelling (building/facility) note-1	Total no. of dwelling units in case of PDM	Whether >20 people assemble during normal course (yes/no) (pp)	Remarks
			North ing	Eas ting	0-15	15-100	>100					

Notes: 1. Type of dwelling/facility shall be identified as

TH - Temporary Hutments

PD - Permanent Dwelling having less than 3 storeys

PDM - Permanent Dwelling having more than 3 storeys

PP - Public place like School, Hospital, Playground, Market, Temple, place for public gathering/ annual fare etc. (to be clarified under remarks)

2. Each dwelling unit in a multiple dwelling unit shall be counted as a separate unit.

&&&&&

ANNEXURE IV

Scope of work	Particular of activity	Payment payable (in %) considering every 50 Km completion as one phase					
		Milestone I	Milestone II	Milestone III	Milestone IV	Milestone V	Total
1. Charges for Mobilization	a) Team Mobilization charges	NA					90%
	b) On Completion of entire works in all respect and its acceptance by OIL	NA					10%
2. Route Survey of existing pipelines: Processing of High Resolution Stereo Satellite images, Establishing ground control point through DGPS having accuracy of ±10mm and at interval of 0.5 km along the pipeline on existing permanent structure. Conducting GPS based survey for the existing pipeline route using pipeline locator in order to establish as built pipeline route along with all associated facilities like SVs, IPs, Terminals, Tap-offs etc. by plotting central line, establishing route corridor and mapping (geo-reference) all the ground features within the acquired ROU like permanent structures, trees, land use pattern along the route. Geometric / radiometric correction, Digital Terrain Model (DTM) generation, ortho-rectification, Vectorisation, etc. and preparation of Base Map for pipeline corridor..Providing of the pipeline POI, route corridor along with installations such as petrochemical plant, compressor station, terminals, SVs, IPs etc. Geospatial features of the area [such as District/Taluk/Village details, Roads (NH, SH & other major/minor roads), Police station, Hospital details etc.] so as to visually represent the geographical	80% of the agreed price for the item shall be released as per the following, remaining 20% shall be released on successful completion of entire work i.e. All SOR items duly certified by OIL						
	a) On completion of field work (Completion of every 50km length of ROW/ROU with duly certified by OIL)	4%	4%	4%	4%	4%	20%
	b) On submission of Draft report and drawings for every 50km length of ROW/ROU for approval by OIL	8 %	8 %	8 %	8 %	8 %	40%
	c) On submission of Final report and drawings for every 50km length of RoU/RoW	4%	4%	4%	4%	4%	20%
	On successful completion of entire work i.e. All SOR items duly certified by OIL	NA					20%

locations along with Source of Gas supply & existing customers. Providing of pipeline Point-of-Interest (POI) information along the pipeline Right of Use (RoU) such as Kilometer Posts, Turning points (TP), CP Test Lead points (TLP), Sectionalizing Valves, Pipeline Stations/Offices, and Pipeline Crossings etc. on top of the map. Providing map based query/search features for obtaining information along the pipeline route corridor and RoU for effective maintenance and disaster management control. This GIS is to be developed in such a fashion that there is a complete scope for horizontal and vertical expansion for the system growth and Integration.						
3. Conducting survey for OIL's installations	80% of the agreed price for the item shall be released as per the following, remaining 20% shall be released on successful completion of entire work i.e. All SOR items duly certified by OIL					
	a) On completion of every 9 nos of installations of field work and submission & approval Draft report and drawings.	4%	4%	4%	4%	20%
	b) On submission & approval of final report and Drawings for every 9 nos of installations	6 %	6 %	6 %	6 %	30%
	c) On Completion of entire works in all respect and its acceptance by OIL for every 9 nos of installations	6%	6%	6%	6%	30%
	On successful completion of entire	NA				20%

	work i.e. All SOR items duly certified by OIL						
4. Identification of OIL pipe line (underground and over ground) through GPR /required others instrument including Pipe Details and Depth Details. Collection of pipeline depth using pipeline locator at every 250 meter interval and at TP's on pipeline and plotting the pipeline profile as per the scope of work. Depths have to record for each pipeline separately in parallel pipelines in same RoU/RoW.	80% of the agreed price for the item shall be released as per the following, remaining 20% shall be released on successful completion of entire work i.e. All SOR items duly certified by OIL						
	a) On completion of field work (Completion of every 50km length of ROW/ROU with duly certified by OIL)	4%	4%	4%	4%	4%	20%
	b) On submission of Draft report and drawings for every 50km length of ROW/ROU for approval by OIL	6 %	6 %	6 %	6 %	6 %	30%
	c) On submission of Final report and drawings for every 50km length of RoU/RoW	6%	6%	6%	6%	6%	30%
	On successful completion of entire work i.e. All SOR items duly certified by OIL	NA					20%
5. Supply & installation of RCC pipeline marker.	a) On completion of installation of every 150 numbers of RCC pipeline marker	20%	20%	20%	20%	20%	80%
	b)) On successful completion of entire work i.e. All SOR items duly certified by OIL	NA					20%
6. Population Density Survey/GT survey: GPS based Population density as per scope of	80% of the agreed price for the item shall be released as per the following, remaining 20% shall be released on successful completion of entire work i.e. All SOR items duly certified by OIL						

work i.e shall be collected along entire pipeline route for a corridor extending 200 m on either side of the route centerline. Collected data as per scope of work. The population density data shall be marked on the route maps / alignment sheets.	a) On completion of field work (Completion of every 50km length of ROW/ROU with duly certified by OIL)	4%	4%	4%	4%	4%	20%
	b) On submission of Draft report and drawings for every 50km length of ROW/ROU for approval by OIL	6 %	6 %	6 %	6 %	6 %	30%
	c) On submission of Final report and drawings for every 50km length of RoU/RoW	6%	6%	6%	6%	6%	30%
	On successful completion of entire work i.e. All SOR items duly certified by OIL	NA					20%
7. Cadastral Map survey: Collection of revenue maps, cadastral maps, and land ownership details of the pipeline ROU from the revenue authorities and its digitization. All expenditure required for obtaining the maps and land owners details from revenue authorities and its digitization is in the scope of Contractor, Geo referencing , Stitching , Mozaicing the cadastral map. Digitization of Cadastral map , all survey documents /data and development of GIS & LIS module including supply of software in accordance with OIL.The Cadastral map are to be superimpose with Corridor maps , also to be submitted in hard copies.	80% of the agreed price for the item shall be released as per the following, remaining 20% shall be released on successful completion of entire work i.e. All SOR items duly certified by OIL						
	a) On completion of field work (Completion of every 50km length of ROW/ROU with duly certified by OIL)	4%	4%	4%	4%	4%	20%
	b) On submission of Draft report and drawings for every 50km length of ROW/ROU for approval by OIL	6 %	6 %	6 %	6 %	6 %	30%
	c) On submission of Final report and drawings for every 50km	6%	6%	6%	6%	6%	30%

	length of RoU/RoW						
	On successful completion of entire work i.e. All SOR items duly certified by OIL	NA					20%
8. Conversion of already existing Cadastral maps /data to digitized form for use in GIS system	80% of the agreed price for the item shall be released as per the following, remaining 20% shall be released on successful completion of entire work i.e. All SOR items duly certified by OIL.						
	a) On completion of development of GIS Database and presenting in draft mode. (Completion of every 50km length of pipeline)	10%	10%	10%	10%	10%	50%
	b) On completion of Final Database, preparation of Web base solution, its commissioning and uploading in server. (Completion of every 50km length of pipeline)	6%	6%	6%	6%	6%	30%
	On successful completion of entire work i.e. All SOR items duly certified by OIL	NA					20%

<p>9. Web Based GIS Application : Preparation of a Web Application in GIS platform and incorporate all prepared corridor data map, Supply, Installation, configuration, integration and commissioning of a web based GIS system for OIL Pipelines with all accessories and licenses required. The cost of license to borne by the Contractor. The work also includes the integration of GIS, Land, Cadastral, depth of cover etc data collected by OIL for other pipelines. Supply of any other add-on software (which is required for the working of the system) by the vendor at no extra cost. Testing of the fully integrated system to ensure that performance standards are met. The Web base solution should have following modules with features / functionalities as listed below</p> <ul style="list-style-type: none"> ✓ Facilities to view and query all data of the pipeline corridor such as location of markers, CP points, turning points, crossings, cadastral information etc. ✓ Route Map Details ✓ Updated Corridor Map details ✓ Processed satellite images with pipeline route ✓ Cadastral Map Details 	80% of the agreed price for the item shall be released as per the following, remaining 20% shall be released on successful completion of entire work i.e. All SOR items duly certified by OIL.		
	a) On completion of development of GIS Database and presenting in draft mode.	NA	50%
	b) on completion of Final Database, preparation of Web base solution, its commissioning and uploading in server.	NA	30%

<ul style="list-style-type: none"> ✓ PDI Data ✓ Depth of cover of pipeline ✓ Spatial Tools for Planning, Decision Making & Analysis <ul style="list-style-type: none"> o Emergency Support o Spatial & Non Spatial Searchin <p>This module should assist in viewing the pipeline network in a seamless manner including emergency details, facilitates to query the data along the corridor The module will have HRSI images, base map in digital format. To Conduct 3 days Training programme by the vendor: Vendor shall train Company's engineers/system manager on the developed system in batches of 5-10 engineers of 3 working days duration at OIL -Duliajan for minimum 3 batches.</p>	On successful completion of entire work i.e. All SOR items duly certified by OIL	NA	20%
<p>10. Supply hardware & software for GIS system:</p> <p>Developed Web-based GIS System/Application along with all associated software's like ArcGIS Server Enterprise, Database etc. shall be installed in Primary Site at OIL office Duliajan. Thus users shall access the GIS application through OIL network.</p> <p><u>Software</u></p> <p>Application & Database Software – Bidder shall provide all the software required for making the GIS application operational like ArcGIS Server Enterprise, compatible database software etc. For the above setup, adequate licenses of such software (ArcGIS Server Enterprise, database software etc.) shall be provided while keeping in view the application requirements as per need of OIL.</p> <p>ArcGIS Desktop Software – In addition to above, bidder shall provide following additional ArcGIS Desktop software licenses of latest version, for</p>	A) On submission of original invoice with required warranty limited for bought out Hardware items and for Software items.	NA	80%
	On successful completion of entire work i.e. All SOR items duly certified by OIL	NA	20%

<p>use of OIL: ArcGIS Desktop Info / Advanced – 1 No. (Concurrent Use) ArcGIS Desktop Editor Extension - 1 No. (Concurrent Use) ArcGIS Desktop Network Analyst Extension - 1 No. (Concurrent Use) <u>Hardware</u> Server: (1 no.) High quality branded Server, 64 bit latest Intel Xeon E5-2600 V3 series processor or higher, 12 cores, 30 MB cache, QPI Speed 8.0 GT/s, 1866 MHz, 32GB RAM, 10TB HDD, 64 bit Windows server 2012 or latest, Integrated RAID 0,1,5,6 capability, Min. 2 USB port, 18.5" LED Monitor, 1 Gigabit Ethernet Interface with RJ-45 Port, DVD writer. <u>Workstation (4 nos.)</u> High quality branded Workstation, Min. Intel Xeon E5-2600 v3 series processor or higher, 8 cores, 18 MB cache, Memory speed 1866 MHz, QPI Speed 8.0 GT/s, 64-bit Windows 10 or latest, 2 TB HDD, 21" full HD LED monitor, NVIDIA 8GB graphics, 32GB RAM, DVD writer, MS Office Professional, Anti-virus, Keyboard, Mouse, Dual Intel Gigabit Interface with RJ-45 Port. <u>Printer (1 no.)</u> High quality branded A3 Color laser network printer. <u>Power Supply (5 nos.)</u> <ol style="list-style-type: none"> 4 Nos. of 2 KV online UPS for work stations with minimum 30 minutes power back up at full load. 1 No. of 3 KV online UPS for server with minimum 30 minutes power back up at full load. <p>Bidder must supply the necessary supported components of software(s) and hardwares of</p> </p>			
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<p>Workstation and server, if it is required. Also bidder must provide the necessary license to support hardwares of Server & Workstation and software(s).</p> <p>OIL will provide necessary space, electrical points, networking and cooling for installation & commissioning of supplied items. Any other items required for installation & commissioning should be provided</p> <p>. • All the software and hardware items to be supplied shall have onsite warranty for 03 years</p>			
<p>11. FMS to maintain the system for required system availability and other service for normal operation of the integrated system, Software and Hardware for a period of 36 months from the date of successful commissioning of the complete system.</p>	On certification of EIC after submission of Invoice of monthly basis as certified		
<p>12. Expert Mandays Service to provide service and support for updation of database, troubleshooting, integration/migration of new system, modification of route map in case of minor changes made in the pipeline/s till a period of 3 years from the date of successful commissioning of the GIS System.</p>	On certification of EIC after submission of Invoice for maximum of 100 mandays.		

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Part-3
SECTION - III

SPECIAL CONDITIONS OF CONTRACT (SCC)

Special Condition of Contract shall be read in Conjunction with the General Conditions of Contract, specification of work, Drawing and any other documents forming part of this contract wherever the context so requires

1.0 DEFINITIONS: Following terms and expression shall have the meaning hereby assigned to them unless the context otherwise requires:

1.1 "Base Location" means where the Contractor will establish camp for their equipment and personnel. The Contractor has to carry out maintenance for the equipment in the base camp.

1.2 "Operating Area" means those areas in Assam and Arunachal Pradesh where GIS survey will be carried out.

1.3 "SITE" shall mean the lands and other places on, under, in or through which the permanent works are to be carried out and any other lands or places provided by the EMPLOYER for the purpose of the CONTRACT.

1.4 "Company's items" means the equipment, materials and services, which are to be provided by company at the expense of company.

1.5 "Contractor's items" means the materials and services, which are to be provided by Contractor to carry out the job satisfactorily.

1.6 "Contractor's personnel" mean the personnel to be provided by Contractor to conduct operations hereunder.

1.7 "Contractor's representatives" means such person duly appointed by the Contractor to act on Contractor's behalf and notified in writing to the company.

1.8 "DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.

1.9 "Working Day" means any day which is not declared to be holiday or rest day by the Employer.

1.10 "Week" means a period of any consecutive seven days.

1.11 "Approval" as it relates to Company, means written approval.

1.12 "Facility" means and includes all property of Company owned or hired, to be made available for services under this Contract and as described in this agreement.

1.11 The "Completion Certificate" shall mean the certificate to be issued by the Employer/Company when the works have been completed entirely in accordance with Contract Document to his satisfaction.

1.12 The "Final Certificate" in relation to a work means the certificate regarding the satisfactory compliance of various provision of the Contract by the Contractor issued by the Engineer-In-Charge/Employer after the period of liability is over.

1.13 "Defect Liability Period" in relation to a work means the specified period from the date of Completion Certificate upto the date of issue of Final Certificate during which the Contractor stands responsible for rectifying all defects that may appear in the works executed by the Contractor in pursuance of the Contract and includes warranties against Manufacturing/Fabrication/ Erection/Construction defects covering all materials plants, equipment, components, and the like supplied by the Contractor, and also works executed against workmanship defects.

1.14 "Temporary Works" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.

1.15 "Plans" shall mean all maps, sketches and layouts as are incorporated in the Contract in order to define broadly the scope and specifications of the work or works, and all reproductions thereof.

1.16 "Commissioning" can be either for a completed system or a part of system of a combination of systems or sub-systems and can be performed in any sequence as desired by Employer and in a manner established to be made suited according to availability of pre-requisites. Any such readjustments made by Employer in performance of "Commissioning" activity will not be construed to be violating Contract provisions and Contractor shall be deemed to have provided for the same.

1.17 "Gross Negligence" means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act.

2.0 EFFECTIVE DATE, MOBILISATION TIME/DE-MOBILIZATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:

2.1 **EFFECTIVE DATE OF CONTRACT:** The clause is same in accordance to Clause No. 2.1 under General Conditions of Contract, Section-I.

2.2 **MOBILISATION TIME:** The mobilization shall be carried out in accordance to Clause No. 2.2 under General Conditions of Contract, Section-I.

2.3 **DURATION OF CONTRACT:** The Duration of Contract shall be in accordance to Clause No. 2.3 under General Conditions of Contract, Section-I.

3.0 CONTRACTOR'S PERSONNEL:

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

3.2 The Contractor shall have a base office at Base camp at Duliayan to be manned by competent personnel, who shall act for the Contractor in all matters relating to Contractor's obligations under the contract.

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

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

4.0 COMPANY'S REQUISITES

4.1 Contractor shall, prior to mobilization, furnish to Company a list of all personnel who are to perform the Services. The list shall show each person's qualifications, details of work history and previous employment with dates, training courses attended, and copies of all pertinent certifications. Personnel must be fluent in written and spoken English.

4.2 If the Contractor plans to change any personnel from the list, the Contractor shall notify Company in advance of the intended change and give Company the above mentioned particulars of the new person.

4.3 Company reserves the right to reject any person on such list, and any subsequent changes to the list.

5.0 FOOD, ACCOMMODATION, TRANSPORTATION AND MEDICAL FACILITY AT WORKSITE AND CAMP SITE:

5.1 Contractor shall provide food & services for all its own & its sub-Contractor's personnel.

5.2 Transportation of Contractor's personnel from base camp to work place will be arranged by Contractor.

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

6.0 CONTRACTOR'S ITEMS:

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

6.2 Contractor shall be responsible for maintaining at its own adequate stock levels of items including spares and replenishing them as necessary.

6.3 Contractor shall be responsible for the maintenance and repair of all equipment and will provide all spare parts, materials, consumables etc. during the entire period of the contractual period.

6.4 Contractor will provide necessary electricity at campsite.

6.5 Access by Road: Contractor, if necessary, shall build other temporary access roads to the actual work site for his own work at his own cost. The Contractor shall be required to permit the use of the roads so constructed by him for vehicles of any other parties who may be engaged on the project site. The Contractor shall also facilitate the construction of the permanent roads should the construction there of start while he is engaged on this work. He shall make allowance in his tender for any inconvenience he anticipates on such account. Non-availability of access roads for the

use of the Contractor shall in no case condone any delay in the execution of Work nor be the cause for any claim for compensation against the Employer.

6.6 **Scope of Work:** The scope of Work is defined in the Technical Part of the tender document. The Contractor shall provide all necessary materials, equipment, labour etc. for the execution and maintenance of the Work till completion unless otherwise mentioned in the Tender Document.

7.0 CONTRACTOR'S OBLIGATIONS:

7.1 A joint programme of execution of work will be prepared by the Contractor in consultation with COMPANY. The Contractor shall carry out all operations mentioned in this contract in accordance with accepted International practices.

7.2 Contractor shall submit the schedule to Company in accordance to overall completion period. The Contractor shall scrupulously adhere to the agreed schedule by deploying adequate personnel so as to complete the work in time. In all matters concerning the extent of targets set out and weekly achievements, the decision of the Engineer-in-charge shall be final and binding on the Contractor.

7.3 Contractor shall give Weekly Progress Report of work done in the Performa prescribed by Company.

7.4 The project will be of Turnkey nature with Vendor's single point responsibility to complete the project as per the contract.

7.5 Any communication to OIL via e-mail shall be sent by the Contractor to the following dedicated e-mail id only: pnd_pg@oilindia.in.

7.6 Bidder shall visit and examine the site and its surroundings and obtain for itself, at its own responsibility, all the information that may be necessary for preparing the bid and entering into the Contract. The cost of visiting the site shall be at the bidder's own expense. The bidder or any of its personnel or agents will be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express condition that the bidder, its personnel, and agents will indemnify the Employer and its personnel and agents from and against all liabilities in respect thereof, and the bidder shall be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7.7 Bidders are requested to send their queries before one week of before the date of Pre-bid Conference. No query will be entertained after the Pre-bid Conference. Amendment / corrigendum will be published after the Pre-bid Conference, if any.

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

7.9 **AMENDMENTS OF COMPLETION PROGRAMME:** It is agreed that Contractor shall carry out Mapping of Pipelines in accordance with the programme to be furnished by OIL, which may be amended from time to time by reasonable modification as OIL deems fit, in accordance with good oil field practices.

7.10 **OIL'S EQUIPMENT:** Contractor shall assume the risk of and shall be solely responsible for, damage to and loss or destruction of materials and equipment

furnished by OIL. In case there is a loss or damage to OIL's equipment/property for causes attributable to Contractor, the Contractor shall compensate OIL suitably.

8.0 CONTRACTOR'S SPECIAL OBLIGATIONS

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

It will be Contractor's responsibility to bring to the notice of Engineer-in-charge any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference which the conflict exists.

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

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

8.4 Contractor shall carryout normal maintenance of company's items (taken on loan, if any).

8.5 In case of damage of any of the Employer's equipment on account of fault, intentional or unintentional on the part of the Contractor, the Employer reserves the right to recover the cost of such damage from the Contractor's bill. Cost of damage will be evaluated by the Employer /Company at site.

8.6 Land for Contractor's Field Office, Godown and Workshop: The Contractor will, at his own discretion and convenience and for the duration of the execution of the work make available near the site, land for construction of Contractor's Temporary Field Office, godowns, workshops and assembly yard required for the execution of the Contract. The Contractor shall at his own cost construct all these temporary buildings and provide suitable water supply and sanitary arrangements.

8.7 On completion of the works undertaken by the Contractor, he shall remove all temporary works erected by him and have the Site cleaned as directed by Employer /Engineer-In-Charge. If the Contractor shall fail to comply with these requirements, the Employer/Company may at the expenses of the Contractor remove such surplus, and rubbish materials and dispose off the same as he deems fit and get the site cleared as aforesaid; and Contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed off as aforesaid.

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

9.0 INSPECTION OF WORKS/FIELD VERIFICATION

9.1 The work is subject to inspection at all times by the Engineer-in-charge. The Contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of tender.

9.2 Inspection and acceptance of the work by the Engineer-in-charge shall not relieve the Contractor from any of his responsibilities under this contract.

9.3 Statutory fees paid to Statutory Authorities and others for Inspection for the reasons attributable to the Contractor shall be borne by the Contractor.

9.4 Field Verification may be carried out for 20% of the executed length of each 100km and if any discrepancy found in that portion, then Contractor has to re-do the complete job for that 100km again

10.0 QUALITY ASSURANCE SYSTEM:

10.1 Bidder shall include in his offer the Quality Assurance Programme containing the overall quality management and procedures which is required to be adhered to during the execution of contract.

10.2 The OIL or their representative shall reserve the right to inspect/witness, review any or all stages or work at site as deemed necessary for quality assurance.

11.0 SURVEY EQUIPMENT AND SITE ORGANIZATION:

Survey Equipment: The Contractor without prejudice to his overall responsibility to execute and complete the works as per specifications and time schedule progressively deploy adequate equipment, tools and tackles, manpower etc. at his own cost and augment the same as decided by Company depending on the exigencies of work to suit the survey schedule without any additional cost to OIL. No Survey Equipment shall be supplied by OIL.

11.1 **Site Organization:** The Contractor without prejudice to his overall responsibility to execute and complete the works as per specifications and time schedule progressively deploy adequate qualified and experienced personnel together with skilled/unskilled manpower and augment the same as decided by OIL depending on the exigencies of work to suit the survey schedule without any additional cost to OIL .

12.0 DEFECT LIABILITY PERIOD & WARRANTY:

12.1 Web Based GIS Application

The defect liability period for the work carried out through this contract and warranty of the integrated system shall be 12 months from the date of successful completion of the Project.

However, for the FMS part of the contract, the period will be extended up to 36 months from the date of successful commissioning of the GIS system.

12.2 Warranty on Supplied Hardware & Software for GIS system:

12.2.1 Warranty on Hardware: The vendor shall provide warranty for all supplied software and Hardware for 36 months from the date of successful implementation of complete GIS system.

- a) During the warranty period, if defect/s arises in any component or whole system of the supplied hardware and associated accessories, the Vendor shall repair the damaged hardware using new parts or replace the hardware with a new hardware that is equivalent to the hardware to be replaced.
- b) Warranty shall covers repair and replacement of defects in materials and workmanship and damage of hardware due to any reason except due to eventuality caused by defects in the facility provided by OIL which occurred after the Vendor ascertained the suitability of the facility.
- c) The vendor shall carry out repair or replacement of damage or malfunction of any component of the hardware and its associated accessories at the cost of the Vendor without any financial outgo from OIL .

12.2.2 Warranty on Software:

- a) The Vendor shall provide all the required services, upgrades, reinstall etc. to maintain 24 X 7 availability of software during the warranty period of 36 months from the date of successful commissioning of the complete GIS system.
- b) Any inconsistency and defects in the software which preclude the software to deliver the full utility of any of the associated system during the warranty period shall be rectified and bring the system into operations at the cost of the vendor and without any financial outgo from OIL.
- c) Warranty shall cover all the software installed in the supplied hardware as per requirement in para 7.1 of Scope of Work.

13.0 HEALTH, SAFETY AND ENVIRONMENT (HSE):

13.1 The Contractor, during the entire duration of the contract, shall adhere to requirement of Health, Safety and Environment (HSE) as per prevailing practice.

13.2 Contractor shall test carry out all necessary pre-checks and pre-tests of the equipment/ accessories to ensure trouble free and safe operation prior to each job or as instructed by the Company's Representative. Contractor shall record results of all such tests in the daily job report.

13.3 **Safety**: Contractor shall observe such safety regulations in accordance with acceptable oil field practice and applicable Indian Laws such as Mines safety rules etc. Contractor shall take all necessary measures reasonably to provide safe working conditions and shall exercise due care & caution. During operation, Contractor shall conduct safety pit level meetings etc. regularly.

13.4 It shall be the responsibility of the Contractor to provide and maintain the complete installation with due regard to safety requirement at site. All cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e., as per the Central/State Electricity Acts and Rules etc. The Contractor will ensure that his equipment and Electrical Wiring etc.,

are installed, modified, maintained by a licensed Electrician/Supervisor. A test certificate is to be produced to the Employer/Company for his approval, before power is made available

13.5 **PPE Items:** Providing necessary personal protective equipment (PPE) to their survey personnel at working sites & OIL installation areas to protect against health and safety risk which includes items like safety boots, gum boots, safety helmets, rain-coats, barricading tapes etc.

13.6 The Contractor must submit the **Initial medical examination reports** of the persons employed by them to the company before the start of the job.

14.0 FACILITY MANAGEMENT SERVICES:

14.1 The Vendor shall provide FMS services at OIL Duliagan, Assam for 36 months from the date of successful commissioning of the system to maintain the system for required system availability and other services for normal operation of system. The FMS services shall be extendable for a further period as per the discretion of OIL as per terms and conditions of contract.

14.2 As part of scope of FMS, Vendor shall depute one person in general shift on all working days at OIL office for providing services for day to day normal operation of the system.

14.3 The personnel deployed at the above location shall be an engineering graduate preferably in IT and shall be well conversant with the system and have minimum experience of 02 years.

14.4 The Vendor has to quote for providing services of its engineer at Duliagan, Assam, on per man month basis. The man month rates will include all travelling ,boarding, lodging, medical, local transport all insurances including Bidder's personnel and third party insurance, income/corporate tax (as maybe applicable) and all other incidental charges. The normal working hours at OIL are 0700 -1530 hrs. on all OIL working days,(Monday to Friday), and on Saturday from 0700: 1100. However, if required due to work exigency; the services may be beyond normal working hours or on holidays and no extra payment will be paid. The person deployed in general shift shall provide the management interface facility and will have the responsibility for managing the complete service delivery. He/she shall be responsible for Server Management and OS Administration Services including Monitoring, Troubleshooting, upgrading new versions of the software, updating the maintenance done in the pipeline or assets, modification of route map in case of minor changes made in the pipeline along the corridor of RoW/RoU, attending User calls and taking daily/weekly/yearly backup as per OIL Policy in this regard and shall be responsible for restoration of the same (If required). In a situation when the person deployed as above requires to leave the station (Duliagan) due to any eventuality, the Vendor shall provide replacement of the person with competent person having full knowledge and deliverability of the system before he/she leave the station. Any change in the Working hours may be incorporated as per OIL Policy.

14.5 Vendor's personnel shall observe/abide by site working conditions prevailing at the existing site, safety codes, Indian laws and local laws.

14.6 The Vendor shall provide all necessary services to maintain 24X7 Availability of the web based GIS system.

15.0 EXPERT MANDAYS SERVICES:

15.1 OIL may require services of expert OEM software vendor engineer on man-day basis for troubleshooting, engineering, integration, up gradation of software and database, integration / migration of new system, up gradation and migration of hardware/software activities on obsolescence.

15.2 The Vendor has to quote for providing services of its engineer at Master Station, Duliajan, Assam on per diem basis. The vendor shall quote per diem charges which shall include lodging, boarding, medical, local transport all insurances including Bidder's personnel and third party insurance, income/corporate tax (as maybe applicable) and all other incidental charges including to and fro Air/Rail fare.

15.3 The services of vendor engineer will be used by OIL as per the requirement during 03 years after the successful completion of work. Payment will be released by OIL as per actual number of man days utilized on completion of each visit.

16.0 LIEN:

16.1 Seller shall ensure that the Scope of Supply supplied under the Agreement shall be free from any claims of title/liens from any third party. In the event of such claims by any party, Seller shall at his own cost defend, indemnify and hold harmless Purchaser or its authorised representative from such disputes of title/liens, costs, consequences etc.

17.0 CONFIDENTIALITY:

17.1 Contractor agrees to be bound by professional secrecy and undertake to keep confidential any information obtained during the conduct of operations, including, but not limited to surveying of the pipes and to take all-reasonable steps to ensure the Contractor's personnel likewise keep such information confidential.

17.2 This obligation shall keep in force even after the termination date and until such information will be disclosed by company.

17.3 Contractor shall handover to company all company's documents or drafts concerning operations carried out and which are still in its possession before transferring the equipments /Unit to another sphere.

17.4 Contractor shall forbid access to the equipments /Unit to any people not involved in the operations or not authorised by the company to have access to the equipments /Unit, however, this provision is not applicable to any Government and/or police representative on duty.

18.0 RIGHTS AND PRIVILEGES OF COMPANY: Company shall be entitled –

18.1 To approve the choice of sub-Contractors for any essential third party contract, concerning materials, equipment, personnel and services to be rendered by Contractor. Sub-contract may be entered into by Contractor only after company's approval.

18.2 To order suspension of operations while and whenever:

- a) Contractor's personnel is deemed by company to be not satisfactory, or
- b) Contractor's equipment does not conform to regulations or to the specifications laid down in the Contract.
- c) Contractor's equipment turns into a danger to personnel on or around.
- d) Contractor's insurance in connection with the operations hereunder is found by company not to conform to the requirements set forth in the contract.

- e) Contractor fails to meet any of the provisions in the contract.
- f) Any shortage in key/additional (compulsory) personnel and inadequacy of other personnel.

19.0 EMERGENCY : The Company shall be entitled in emergency (the existence of which shall be determined by Company) at its own discretion, to direct Contractor's equipment and personnel if Company's interest will demand so.

20.0 HEADINGS: The headings of the clauses of the contract are for convenience only and shall not be used to interpret the provisions hereof.

21.0 ENVIRONMENT MANAGEMENT: Contractor should ensure that there is no pollution either of water, air or sound during the operation.

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

23.0 Any permission from the Mines Directorate in connection with working in excess of 8 (eight) hours per day shift pattern by the Contractor shall have to be arranged by the Contractor before commencement of the Contract, in consultation with the Company. Moreover, since the Contractor's personnel engaged shall be working under the Mines Act and Oil Mines Regulations, the Contractor shall have to obtain any other relevant permission from the Mines Directorate to engage their employees in compliance with various procedures as per Mines Act. In case of any breach of procedures under Mines Act, the Contractor shall be held responsible and they shall bear all expenses arising as a result thereof.

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

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

- (i) Approval from DGMS/ DDMS for shift patterns in excess of 8 hours if applicable.
- (ii) Total manpower list.
- (iii) All certificates as per applicable laws including Mines Acts.
- (iv) Regional Labour certificate, if required.

26.0 ASSOCIATION OF COMPANY'S PERSONNEL:

- i) Company may depute one or more than one representative (s) / engineer (s) to act on its behalf for overall co-ordination and operational management at location. He shall liaise with the Contractor and monitor progress to ensure timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the contract.
- ii) Company's representatives shall have free access to all the equipment of the Contractor during operations as well as idle time for the purpose of observing / inspecting the operations performed by the Contractor in order to judge whether, in Company's opinion, the Contractor is complying with the provisions of the contract.

iii) The Contractor should maintained sufficient stock of the critical spare part to avoid any major shut down. Contractor must observe all safety and statutory norms applicable to the Company to prevent surface pollution and injury to personnel working in the area.

27.0 HANDOVER AND OWNERSHIP:

- i) The complete integrated system of GIS including all the associated data, software and hardware supplied as per the contract shall be owned by OIL and all relevant License, Documents, Materials, Equipments and data shall be acquired or issued in the name of Oil India Limited only.
- ii) The Vendor shall share all access to the software and hardware by providing id's, passwords Licenses etc with DGM-GMS.
- iii) On successful completion of the project tenure, the Vendor shall handover the integrated System of web based GIS and all its components including Software(s), Licenses, Documents, data, user id's and passwords, work stations, server, printers and their accessories etc with full documentation along with User Manual. The hand over will be deemed as completed only on certification by OIL.

28.0 ALTERATION / VARIATION : The Contractor agrees that the requirements given in, specifications of the Bidding Documents are minimum requirements and are in no way exhaustive and guaranteed by OIL. It shall be the responsibility of the Contractor to meet all the requirements of contract criteria contained in the Bidding Documents and any upward revision and / or additions, required to be made during execution of the WORKS shall not constitute a change order and shall be carried out without a change order. Further upward revision and / or additions required by Contractor to meet Bidding Documents requirements expressed and as per standards shall not constitute a change order and shall be carried out without any time and cost effect to OIL. Any upward revisions and / or additions consequent to errors, omissions, ambiguities, discrepancies in the technical scope & specification etc. of the Bidding Documents which the Contractor had not brought out to OIL's notice in his tender shall not constitute a change order and such upward revisions and / or addition shall be carried out by Contractor without any time and cost effect to OIL.

29.0 LIQUIDATED DAMAGES DUE TO NON-COMPLETION OF JOB: Time is the essence of the contract. In case the Contractor fails to complete the work within stipulated period then or at any time repudiates the contract before the expiry of such period, OIL may without prejudice to any other right or remedy available to itself recover damages for breach of the contract:-

(a) Recover from the Contractor as agreed liquidated damages and not by way of penalty, a sum equivalent to 1/2 % (half percent) of contract price per week for such delay or part thereof subject to a maximum of 10% (ten percent) of the contract price. The parties agree that this is a genuine pre-estimate of the loss / damage which will be suffered on account of delay demand without there being any proof of the actual damages caused by such delay / breach.

AND / OR

(b) Terminate the contract or a portion or part of the work thereof. The company shall give 14 days' notice to the Contractor of its intention to terminate the contract and so terminate the contract unless during the 14 days notice period, the Contractor initiates remedial action acceptable to the Company.

OIL may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Contractor

in its hands (which includes OIL's right to claim such amount against Contractor's Bank Guarantee) or which may become due to the Contractor. Any such recovery of liquidated damages shall not in any way relieve the CONTRACTOR from any of its obligations to complete the works or from any other obligations and liabilities under the contract.

30.0 ACCESS TO PERFORM WORK: The Contractor shall have to obtain permissions for carrying out pipeline route survey work from the concerned authorities/landowners. In case Contractor's personnel are required to visit OIL plants, wells, OIL shall issue necessary gate pass on specific written request by the Contractor and obtaining necessary police verification. Contractor's personnel shall have to adhere to applicable safety rules inside OIL premises.

31.0 ACCEPTANCE OF WORK: Upon satisfactory completion of all necessary jobs mentioned hereunder and upon satisfactory completion of the work provided for in the Contract documents, the Contractor shall request OIL for acceptance of the Work. OIL shall verify the Contractor's claim and upon satisfactory verification notify the Contractor in writing its acceptance of the Work. The Contractor shall be required forthwith to correct all defects, which are notified by OIL during verification process.

The costs of all such repairs and corrections shall be borne by the Contractor. Failure or neglect on the part of OIL to condemn or reject inferior work or any part hereof by OIL shall not be construed to imply an acceptance of such work or materials. The provisions of this clause shall not in any way affect the limit of the Contractor's liability under the undertakings and guarantees contained in the Contract Documents, including extra orders if any.

32.0 SUSPENSION ON ACCOUNT OF WEATHER CONDITIONS: The Contractor shall not be entitled to any compensation whatsoever by reason of suspension necessary or deemed advisable on account of weather conditions.

33.0 PRIORITY ALLOCATION: OIL reserves the right of fixing priority for one work over other and the Contractor shall be required to execute the work as per priority fixed by OIL or as per the instructions of Engineer-In Charge or his authorized representatives.

34.0 WORKING IN HAZARDOUS AREA:

In certain locations like Oil / Gas / or oil/gas wells the work may have to be carried out in restricted condition and the Contractor shall have to carry out such work without any extra payment as per the instruction of Engineer-In-Charge ensuring and complying with all safety regulations and requirements.

35.0 CONTRACTOR'S FIELD CAMP:

The Contractor shall establish a field Camp with all manpower, equipment, tools and tackles etc. as per direction of Engineer-In-Charge within 30 days from the date of LOA for taking up the job.

36.0 INSPECTIONS AND TESTING :

OIL shall have free access to the site of all equipment, records etc for inspection. The Contractor shall afford OIL and/or its representative(s) all possible assistance and facilities for the purpose. The Contractor shall set the necessary testing to be conducted for different items of work/ instruments, at his cost, in recognized laboratories as directed by OIL.

37.0 QUALITY OF WORK :

OIL shall be the final judge of quality of the work and the satisfaction of the standards in respect thereof set-forth in the documents. Laxity or failure to enforce compliance with the Contract Documents by OIL and / or its representatives shall not manifest a change or intention being that notwithstanding the same the Contractor shall be and remain responsible for complete and proper compliance with the Contract documents and specifications therein. OIL has the right to prohibit the use of men, tools, supplies, materials or equipment, which in its opinion do not produce work or performance meeting the requirements of the Contract Documents.

38.0 PROTECTION OF DATA: The Contractor shall be responsible for protection of all data procured by them. In the event of loss of data, Contractor shall have to acquire the same again by repeating the survey.

39.0 WATER SUPPLY: The Contractor shall at his own cost make arrangements for supply of proper quality and quantity of water if required for the work.

40.0 POWER SUPPLY: The Contractor shall at his own cost make his own arrangement for supply of power if required for the work. If, however OIL is in a position to supply power, this will be done at the request of the Contractor.

Bidders to mark (√) provided or Not Provided along with File No. and Page No.

Sl. No.	Description	Provided	Not Provided	Reference File no and Page no
1	PART 3 SECTION - III Clause no. 1.0 The bidder shall categorically confirm acceptance to definitions mentioned in Clause no 1.0 of part 3 section-III			
2	PART 3 SECTION - III Clause no. 2.0 The bidder shall categorically confirm acceptance to Clause no 2.0 of part 3 section-III			
3	PART 3 SECTION - III Clause no. 3.0 The bidder shall categorically confirm acceptance to Clause no 3.0 of part 3 section-III. The bidder shall provide details of experience, qualification and other relevant data of the personnel to be deployed for the contract.			
4	PART 3 SECTION - III Clause no. 4.0 The bidder shall categorically confirm acceptance to Clause no 4.0 of part 3 section-III			
5	PART 3 SECTION - III Clause no. 5.0 The bidder shall categorically confirm acceptance to Clause no 5.0 of part 3 section-III			
6	PART 3 SECTION - III Clause no. 6.0 The bidder shall categorically confirm acceptance to all sub clauses under Clause no 4.0 of part 3 section-III			
7	PART 3 SECTION - III Clause no. 7.0 The bidder shall categorically confirm acceptance to all sub clauses under Clause no 7.0 of part 3 section-III			
8	PART 3 SECTION - III Clause no. 8.0 The bidder shall categorically confirm acceptance to all sub clauses under Clause no 8.0 of part 3 section-III			
9	PART 3 SECTION - III Clause no. 9.0 The bidder shall categorically confirm acceptance to all sub clauses under Clause no 9.0 of part 3 section-III			
10	PART 3 SECTION - III Clause no. 10.0 The bidder shall categorically confirm acceptance to all sub clauses under Clause no 10.0 of part 3 section-III			
11	PART 3 SECTION - III Clause no. 11.0 The bidder shall categorically confirm acceptance to all sub clauses under Clause no 11.0 of part 3 section-III			
12	PART 3 SECTION - III Clause no. 12.0 The bidder shall categorically confirm acceptance to all sub clauses under Clause no 12.0 of part 3 section-III			
13	PART 3 SECTION - III Clause no. 13.0 The bidder shall categorically confirm acceptance to all sub clauses under Clause no 13.0 of part 3 section-III			
14	PART 3 SECTION - III Clause no. 14.0 The bidder shall categorically confirm acceptance to Clause no 14.0 of part 3 section-III			

15	PART 3 SECTION - III Clause no. 15.0 The bidder shall categorically confirm acceptance to Clause no 16.0 of part 3 section-III			
16	PART 3 SECTION - III Clause no. 15.0 The bidder shall categorically confirm acceptance to Clause no 16.0 of part 3 section-III			
17	PART 3 SECTION - III Clause no. 17.0 The bidder shall confirm acceptance to Clause no 17.0 of part 3 section-III			
18	PART 3 SECTION - III Clause no. 18.0 The bidder shall categorically confirm acceptance to all sub clauses under Clause no 18.0 of part 3 section-III			
19	PART 3 SECTION - III Clause no. 19.1 The bidder shall categorically confirm acceptance to all Clause no 19.1 of part 3 section-III			
20	PART 3 SECTION - III Clause no. 20.0 The bidder shall categorically confirm acceptance to all Clause no 20.0 of part 3 section-III			
21	PART 3 SECTION - III Clause no. 21.0 The bidder shall categorically confirm acceptance to all Clause no 21.0 of part 3 section-III			
22	PART 3 SECTION - III Clause no. 22.0 The bidder shall categorically confirm acceptance to all Clause no 22.0 of part 3 section-III			
23	PART 3 SECTION - III Clause no. 23.0 The bidder shall categorically confirm acceptance to all Clause no 23.0 of part 3 section-III			
24	PART 3 SECTION - III Clause no. 24.0 The bidder shall categorically confirm acceptance to all Clause no 24.0 of part 3 section-III			
25	PART 3 SECTION - III Clause no. 25.0 The bidder shall categorically confirm acceptance to all Clause no 25.0 of part 3 section-III			
26	PART 3 SECTION - III Clause no. 26.0 The bidder shall categorically confirm acceptance to all Clause no 26.0 of part 3 section-III			
27	PART 3 SECTION - III Clause no. 27.0 The bidder shall categorically confirm acceptance to all Clause no 27.0 of part 3 section-III			
28	PART 3 SECTION - III Clause no. 28.0 The bidder shall categorically confirm acceptance to all Clause no 28.0 of part 3 section-III			
29	PART 3 SECTION - III Clause no. 29.0 The bidder shall categorically confirm acceptance to all Clause no 29.0 of part 3 section-III			
30	PART 3 SECTION - III Clause no. 30.0 The bidder shall categorically confirm acceptance to all Clause no 30.0 of part 3 section-III			
31	PART 3 SECTION - III Clause no. 31.0 The bidder shall categorically confirm acceptance to all Clause no 31.0 of part 3 section-III			

32	PART 3 SECTION - III Clause no. 29.0 The bidder shall categorically confirm acceptance to all Clause no 29.0 of part 3 section-III			
33	PART 3 SECTION - III Clause no. 33.0 The bidder shall categorically confirm acceptance to all Clause no 33.0 of part 3 section-III			
34	PART 3 SECTION - III Clause no. 34.0 The bidder shall categorically confirm acceptance to all Clause no 34.0 of part 3 section-III			
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37	PART 3 SECTION - III Clause no. 37.0 The bidder shall categorically confirm acceptance to all Clause no 37.0 of part 3 section-III			
38	PART 3 SECTION - III Clause no. 38.0 The bidder shall categorically confirm acceptance to all Clause no 38.0 of part 3 section-III			
39	PART 3 SECTION - III Clause no. 39.0 The bidder shall categorically confirm acceptance to all Clause no 39.0 of part 3 section-III			
40	PART 3 SECTION - III Clause no. 40.0 The bidder shall categorically confirm acceptance to all Clause no 40.0 of part 3 section-III			

END OF SECTION - III

&&&&

Part-3
SECTION - IV

SCHEDULE OF RATES

The Contractor shall quote their rates in the price bids as per the format given in Proforma-B. The quantities mentioned against each item in Price Bid Format /Price Schedule is for evaluation purposes only. **However, payment shall be made for the actual work done.**

1.0 MOBILIZATION CHARGES:

1.1. Mobilization charge shall be inclusive of all personnel, tools, equipment, spares, consumables, accessories etc. and shall be payable one time on lump sum basis.

1.2. Mobilization charges will be payable only when Mobilization is deemed to be completed in accordance to clause 2.2 of General Condition of the Contract.

1.3. Mobilization charges cover all local and foreign cost to be incurred by the Contractor to mobilize the equipment to the appointed site and include all local and foreign taxes, port fees, inland transport etc., if applicable on the items.

1.4. The Company will provide all necessary documents as required for Customs Clearance only on receipt of request from the Contractor and all such request must be made by the Contractor well in advance so that the Company can make necessary arrangement for providing the documents in time without causing any delay for the Customs / Port Clearance.

2.0 MINIMUM MANPOWER & EQUIPMENT (INSTRUMENTS, TOOLS TACKLES ETC) TO BE DEPLOYED TO CONSTRUCT MOBILIZATION: The Contractor must mobilize minimum of Two survey teams to take up the reconnaissance survey for route identification. However the Contractor shall deploy additional manpower & equipment as required for completing the job within the time schedule.

Each Survey team shall comprise of the following:

Manpower

Project Manager	:	01 (common for both the team)
Supervisor	:	01
Senior Surveyor	:	01
Surveyor	:	04
Unskilled Labours	:	As required

Note: Project Manager's qualification shall be minimum Graduate with 05 yrs of experience in GIS or pipeline ROU/ROW surveys and the Surveyor's qualification shall be minimum Diploma with 01 yrs relevant experience or ITI with 03 year relevant experience.

Equipment

Total Station	:	01
EDM	:	01
Auto Level Instruments	:	02

And any other equipment required for the project.

3.0 PAYMENT TERMS :

3.1. The Payment terms are to be agreed by the Bidder for payment in Case of successful bidding as per attached **Annexure-IV**. The payment schedule of the entire project is divided into five (05) milestones considering each milestone consisting of 50 km of RoW/RoU of pipeline and payment shall be made milestone-wise against completion of individual SOR items as per Annexure V.

3.2. Team Mobilization charges:

90% of total Mobilization charge duly certified by Engineer-in-charge. However, In the event of the Contractor quoting Mobilization charge above 7.5 % of the total contract value, only 7.5% of the contract value will be paid after successful completion of the mobilization and the remaining amount will be paid after successful completion of the contract.

Remaining 10% will be paid On Completion of entire works in all respect

3.3. **Route Survey of existing pipelines:** 80% of the agreed price for the item shall be released as per the following:-

- (a) 4% on completion of field work duly certified by OIL for each milestone for five milestones.
- (b) 8% on submission of Draft report and drawings for each milestone for five milestones.
- (c) 4% on submission of Final report and drawings for each milestone for five milestones.

Remaining 20% shall be released on successful completion of entire work i.e. All SOR items duly certified by OIL.

3.4. **Conducting survey for installations:** 80% of the agreed price for the item shall be released as per the following:-

- (a) 4% on completion of every 9 nos of installations of field work and submission & approval Draft report and drawings for upto a maximum of 45 nos installations.
- (b) 6% on submission & approval of final report and Drawings for every 9 nos of installations, upto a maximum of 45 nos installations.
- (c) 6% on Completion of entire works in all respect and its acceptance by OIL for every 9 nos of installations, upto a maximum of 45 nos installations

Remaining 20% shall be released on successful completion of entire work i.e. All SOR items duly certified by OIL.

3.5. **Identification of Underground OIL pipes through GPR /required others instrument including Pipe Details and Depth Details:** 80% of the agreed price for the item shall be released as per the following:-

- (a) 4% on completion of field work duly certified by OIL for each milestone for five milestones.
- (b) 6% on submission of Draft report and drawings for each milestone for five milestones.
- (c) 6% on submission of Final report and drawings for each milestone for five milestones.

Remaining 20% shall be released on successful completion of entire work i.e. All SOR items duly certified by OIL.

3.6. **Supply and installation of RCC pipeline marker:** 80% of the agreed price for the item shall be released as per the following:-

- (a) 20% on completion of installation of every 150 numbers of RCC pipeline marker, upto a maximum of 750 numbers.

Remaining 20% shall be released on successful completion of entire work i.e. All SOR items duly certified by OIL.

3.7. Population Density Survey: 80% of the agreed price for the item shall be released as per the following:-

(a) 4% on completion of field work duly certified by OIL for each milestone for five milestones.

(b) 6% on submission of Draft report and drawings for each milestone for five milestones.

(c) 6% on submission of Final report and drawings for each milestone for five milestones.

Remaining 20% shall be released on successful completion of entire work i.e. All SOR items duly certified by OIL.

3.8. Cadastral Map survey: 80% of the agreed price for the item shall be released as per the following:-

(a) 4% on completion of field work duly certified by OIL for each milestone for five milestones.

(b) 6% on submission of Draft report and drawings for each milestone for five milestones.

(c) 6% on submission of Final report and drawings for each milestone for five milestones.

Remaining 20% shall be released on successful completion of entire work i.e. All SOR items duly certified by OIL.

3.9. Conversion of already existing Cadastral maps /data to digitized form for use in GIS system: 80% of the agreed price for the item shall be released as per the following:-

(a) 10 % on completion of field work duly certified by OIL for each milestone for five milestones.

(c) 6% on completion of Final Database, preparation of Web base solution, its commissioning and uploading in server, for each milestone for five milestones.

Remaining 20% shall be released on successful completion of entire work i.e. All SOR items duly certified by OIL.

3.10. Web Based GIS Application Database integration: 50% on completion of development of GIS Database and presenting in draft mode.

30% on completion of Final Database, preparation of Web base solution, its commissioning and uploading in server.

20% on completion of entire work i.e. All SOR item.

3.11. For supply of hardware & software for GIS system: The Contractor has to quote the cost of all required hardware's system i.e. on all inclusive FOR destination (Duliajan) basis. The charges for hardware will be payable on actual arrival at Duliajan and after duly certified by EIC as per invoices. Contractor should provide all other necessary consumables for the entire services detailed under Scope of Work of this document, (if any) at no extra cost.

80% on submission of original invoice with required warranty limited for bought out Hardware items and for Software items.

However, If the software is developed indigenously then, the payment for the software items will be made only after the successful implementation of the project.

Remaining 20% will be released on Completion of entire works in all respect.

3.12. Facility Management Service (FMS) & Support Service to OIL for Software and Hardware support:

On certification by OIL , after submission of Invoice of monthly basis.

3.13. Providing service and support for updation of database, troubleshooting, integration/migration of new system, modification of route map in case of minor changes made in the pipeline's RoW/RoU till a period of 3 years:

On certification by OIL, after submission of Invoice for maximum of 100 mandays.

4.0 ZERO RATES: Notwithstanding any provision in the Contract, no charges shall be payable for the period, the job or activity assigned to the Contractor is halted due to break-down of Contractor's tools/equipment, non-availability of manpower or for any other reason whatsoever attributable to the Contractor.

5.0 Penalty Terms

Definition:

- a. Incidents: Any hardware or software related failure/ malfunctioning in the solution.
- b. Service Request: Any operational/administrative job assigned to the Service Engineer by OIL.
- c. Non-Availability: The GIS system service(s) is not available.
- d. Partially Down: The GIS service is available but there is failure in any of the hardware/software component of the solution which results in loss of redundancy/high-availability or loss of any features/services which otherwise would be available.
- e. Response Time: Represents the period of time from the problem occurrence to the time when the problem is first attended by the Vendor.
- f. Resolution Time: Represents the period of time from the problem occurrence to the time in which the root cause of the problem is removed and a permanent fix has been applied to avoid problem reoccurrence.
- g. Planned/Scheduled Downtime: Planned/Scheduled downtime shall be mutually decided by the vendor and OIL for preventive maintenance, scheduled maintenance, infrastructure problems or any other situation which is not attributable to vendor's (or Service Provider's) failure to exercise due care in performing vendor's responsibilities.
- h. Up-time Calculation: Up-time for the solution shall be calculated using the following formula:

$$[(\text{Actual Up-time} + \text{Scheduled Downtime}) / \text{Total Hours}] \times 100]$$

Where

"Actual Up-time" means, of the Total Hours, the aggregate number of hours in any month during which the GIS system, is actually available for use, i.e. (Total Hours - Downtime)

"Scheduled Downtime" means the aggregate number of hours in any month during which each system is down during Total Hours, due to preventive maintenance, scheduled maintenance, infrastructure problems or any other situation which is not attributable to vendor's (or Service Provider's) failure to exercise due care in performing vendor's responsibilities.

The downtime for scheduled maintenance (patch application, upgrades - OS, GIS, database etc.) would need to be mutually agreed between OIL and the vendor.

"Total Hours" means the total hours over the measurement period i.e. one month (24 * number of days in the month).

5.1 In case of default by the bidder, penalty will be imposed as follows:

i) Penalty Type-I: Failure to meet resolution time requirement shall attract penalty calculated as per the following:

For partially down: 0.5 % of monthly fee of FMS per additional day since the expiry of maximum resolution time allowed.

ii) Penalty Type-II: Failure to meet uptime requirement shall attract penalty calculated as per the following:

5% of MF for less than 99%

7.5% of MF for less than 98%

10% of MF for less than 97%

where MF is the monthly fee due for the FMS rendered during the previous or subsequent month.

iii) Penalty Type-II will be levied only in case of entire system non- availability. Penalty Type-I and Penalty Type-II are mutually exclusive and only one of them will be applicable for a given period.

iv) Penalty Type-III: In case vendor's service engineer does not report to duty and no substitute is provided, 3.33% of monthly fee per day will be deducted from the monthly fee.

v) Total Penalty for any month is the sum of Penalty Types -I, II, III.

vi) The above penalty terms will become effective immediately from the date of starting of FMS.

END OF SECTION – IV
&&&&

LIST OF ITEMS (Equipment, Tools, Accessories, Spares & consumable)
TO BE IMPORTED IN CONNECTION WITH EXECUTION
OF THE CONTRACT SHOWING CIF VALUE

Sr l#	Item Descrip- tion	Qty /Un it	Rat e	Total	Freight & Insuran ce	CIF Valu e	Port & other charg e	Lande d Cost	Is it re- exporta ble? YES or NO	Yea r of Mfg.	HSN Cod e
A	B	C	D	E = C x D	F	G = F + E	H	I = G+H	J	K	L

- (1) The items which are not of consumable in nature and required to be re-exported outside India after completion of the Contract should be indicated as "YES" in column "J".
- (2) The items, which are of consumable in nature should be indicated as "NO" in column "J".
- (3) For estimation of applicable customs duty, the bidders are required to indicate customs tariff code (i.e. HSN Code) of each item in column "L".

Authorised Person's Signature: _____

Name: _____

Seal of the Bidder:

PROFORMA-B**PRICE BID FORMAT**

Currency Quoted:

SI No.	Description of Services	UNIT	QTY	Unit Price	Total Price
1	Mobilisation charges	Lump sum	1	MOB	1 X MOB
2	Pipe Line Survey/Route Survey of existing pipelines: Processing of High Resolution Stereo Satellite images, Establishing ground control point through DGPS having accuracy of ± 10 mm and at interval of 0.5 km along the pipeline on existing permanent structure.	Km	250	QR1	250 x QR1
3	Conducting GPS based survey for mapping of permanent installations including internal assets	No	45	QR2	45 x QR2
4	Identification of Underground OIL pipe line through GPR /required others instrument including Pipe Details and Depth Details. Collection of pipeline depth using pipeline locator at every 250 meter interval and at TP's on pipeline and plotting the pipeline profile as per the scope of work.	Km	250	QR3	250 x QR3
5	Supply & installation of RCC pipeline marker (3 pillars of size 150x200x800 mm in every 1 km Interval).	No	750	QR4	750 x QR4
6	Population Density Survey/GT survey: GPS based Population density as per scope of work i.e. shall be collected along entire pipeline route for a corridor extending 200 m on either side of the route centreline. Collected data as per scope of work. The population density data shall be marked on the route maps / alignment sheets.	Km	250	QR5	250 x QR5
7	Cadastral Map survey	Km	250	QR6	250 x QR6
8	Conversion of already existing Cadastral maps /data to digitized form for use in GIS system	Km	250	QR7	250 x QR7
9	Web Based GIS Application	LSM	1	QR8	1 x QR8
10	Supply hardware & software for GIS system	LSM	1	QR9	1 x QR9
11	FMS to maintain the system for required system availability and other service for normal operation of the integrated system, Software and Hardware for a period of 36 months from the date of successful commissioning of the complete system.	Month	36	QR10	36 x QR10
12	Expert Mandays Service to provide service and support for updation of database of GIS System, troubleshooting, integration/migration of new system, modification of route map made in the pipeline, till a period of 3 years from the date of successful commissioning of the GIS System.	Man days	100	QR11	100 x QR11
	TOTAL EVALUATED CONTRACT VALUE (Sum Total of above) inclusive of all applicable taxes and duties Excluding GST : (1 X MOB) + (250 x QR1)+(45 x QR2)+(250 x QR3) +(750 x QR4) +(250 x QR5) +(250 x QR6) +(250 x QR7) +(1 x QR8) +(1 x QR9) + (36 x QR10) + (100 x QR11)				

Note:

- The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the work, 'NIL' should be mentioned against such part of work.
- The quantities considered above are for bid evaluation purposes only. Payment will be made on the basis of actual job execution.
- In the event of the Contractor quoting Mobilization charge above 7.5% of the total contract value, only 7.5% of the contract value will be paid after successful completion of the mobilization and the remaining amount will be paid after successful completion of the contract.

BIDFORM

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

Sub: IFB No. CDG5132P18

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 Letter of Award (LOA).

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding _____ 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 _____ 2017.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

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

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

2.0 In addition to the above the Bidder shall furnish detailed information pertaining to construction, operational requirements, velocity-pattern, added technical features, if any and limitations etc. of the Inspection Tool proposed to be deployed.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal 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 indicated as per above format and submit along with their bids. If the "**Statement of Compliance**" in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

FORM OF BID SECURITY (BANK GUARANTEE)

To:
M/s. OIL INDIA LIMITED,
CONTRACTS DEPARTMENT,
Duliajan, Assam, India, Pin - 786 602

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s IFB 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 common seal of the said Bank this ____ day of ____ 2017.

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 one or both of the two 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 as specified in the tender document.

FORM OF PERFORMANCE BANK GUARANTEE

To:
M/s. OIL INDIA LIMITED,
CONTRACTS DEPARTMENT,
Duliajan, Assam, India, Pin - 786 602.

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

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed 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 Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date

Place _____

AGREEMENT FORM

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

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

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

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB No. _____. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
 - (a) Section-I indicating the General Conditions of this Contract;
 - (b) Section-II indicating the Terms of Reference;
 - (c) Section-III indicating the Special Terms & Condition;
 - (d) Section-IV indicating the Schedule of Rates.
3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

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

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

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

PROFORMA LETTER OF AUTHORITY

TO
GM (CONTRACTS)
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

Sir,

Sub: OIL's IFB No. CDG5132P18

We _____ confirm that Mr. _____ (Name and address) as 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.

AUTHORISATION FOR ATTENDING BID OPENING

TO
GM (CONTRACTS)
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

Date: _____

Sir,

Sub : OIL's IFB No. CDG5132P18

We authorise Mr. /Mrs. _____ (Name and address) to be present at the time of opening of the above IFB due on _____ at Duliajan 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.

&&&&&&&&

CHECKLIST FOR BEC

Bidders to mark (✓) **provided** or **Not Provided** along with the Reference File No. and page No. whichever is applicable

SI No.	Description	Provided	Not Provided	Reference File No. and Page No. of Bidder's Quote
1	<u>Clause No. A. 1.0 of BEC:</u> In support of Clause No. A. 1.0, the bidder shall submit a declaration signed by its authorised representative conforming compliance to technical specifications as mentioned in bid document.			
2	<u>Clause No. A. 2.0 of BEC:</u> In support of Clause No. A. 2.0, the bidder shall submit documentary evidence confirming experience of have successfully executed GIS mapping & GIS database development for an Oil/gas pipeline project having minimum length of 125 Km in single work order executed in the last Seven (07) years from the original stipulated bid closing date of tender.			
3	<u>Clause No. A. 3.0 of BEC:</u> In support of Clause No. A. 3.0, the bidder shall submit documentary evidence confirming experience of have successfully carrying out detailed route survey using DGPS for an Oil/Gas Pipeline Project having minimum length of 125 KM in a single work order in last Seven (07) years from the original stipulated bid closing date of tender.			
4	<u>Clause No. A. 4.0 of BEC:</u> In support of Clause No. A. 4.0, successfully developed a Web based solution for Oil/gas pipeline project during the last Seven (07) years from the original stipulated bid closing date of tender.			
5	<u>Clause No. A. 5.0 of BEC:</u> In support of Clause No. A. 5.0, executed the processing of High Resolution Satellite Images and should have developed a Base Map for at-least 100 Sq. Km in last Seven (07) Years from the original stipulated bid closing date of tender.			
6	<u>Clause No.A. 6.0 of BEC:</u> In support of the experience criteria of 1.0,2.0,3.0,4.0 and 5.0 above, the bidder must furnish the following documentary evidences self-attested, in the form of: a) Copies of Relevant pages of the contract document showing Contract Number, period of contract and Scope of work etc. And b) Completion Certificate issued by PSUs/Govt. organisation for the contract mentioned in above showing:			

	<p>i. Contract number, Contract/Agreement copy along with satisfactory completion/ performance report clearly mentioning Contract/Agreement No. and volume of job completed</p> <p>ii. Gross value of job done,</p> <p>iii. Contract period /Contract start and completion date.</p>			
7	<p>Clause No. A.(I) 7 of BEC: If the prospective bidder is executing all clauses 1.0, 2.0, 3.0, 4.0 and 5.0 work which is still running and the contract value executed prior to due date of bid submission is equal to or more than the minimum prescribed work quantity of 125 Km, in the BEC such experience will also be taken in to consideration provided that the bidder has submitted satisfactory work execution certificate issued by end user.</p>			
8	<p>Clause No. A. 8.0 of BEC: Offers of those bidders who themselves do not meet experience criteria as stipulated in Clause Nos. 1.0,2.0,3.0,4.0 & 5.0 all together above can also be considered provided the bidder is a 100% subsidiary company of the parent company which meets the above mentioned experience Technical criteria or the parent company can also be considered on the strength of its 100% subsidiary company. However, the parent/subsidiary company of the bidder should on its own meet the technical experience as aforesaid and should not rely on its sister subsidiary/co-subsidiary company or through any other arrangement like technical collaboration etc. In that case, as the subsidiary company is dependent upon the technical experience of the parent company or vice-versa, with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder must enclose an agreement, as per format furnished vide Annexure-VI(a), between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee, as per format furnished vide Annexure-VI(b), from the parent/subsidiary company to OIL for fulfilling the obligations under the agreement, along with the technical bid.</p>			
9	<p>Clause No. A. 9.0 of BEC: Offers of those bidders who themselves do not meet the technical experience criteria stipulated in 1.0,2.0,3.0,4.0 & 5.0 above can also be considered based on the experience of their Sister Subsidiary/Co Subsidiary company within the ultimate parent/holding company subject to meeting the following conditions: (i) Provided that the sister subsidiary/co-subsidiary company and the bidding company are both directly owned 100% subsidiaries of an ultimate parent/holding company. (ii) Provided that the sister subsidiary/co-subsidiary company on its own meets the technical experience criteria laid down in clause 3.1.2 above and not through any other arrangement like technical collaboration etc. Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide Annexure-VII, between them, their ultimate parent/holding company, along with the technical bid</p>			
10	<p>Clause No. A. 10.0 of BEC: Any party who is extending support by way of entering into consortium/collaboration</p>			

	agreement or MOU with another party shall not be allowed to submit an independent Bid against this tender. Under such situation both the Bids shall be rejected. Further, all Bids from parties with technical collaboration support from the same principal against this tender shall be rejected.			
11	Clause No. A.11.0 of BEC: Scope of Work/Terms of Reference: The bids will be technically evaluated based on the requirements furnished in Section-II (Scope of Work/Terms of Reference). Bids which do not conform to the minimum specifications of equipment, hardware and software furnished therein and do not include all the jobs/services mentioned in the tender document will be considered as incomplete and rejected. Bidder must submit the check list (Annexure-A to BEC)			
12	Clause No. A. 12.0 of BEC: The Bidder shall furnish documentary evidence as mentioned below along with the bid to establish their experience /track record and financial capabilities meeting above Bid Evaluation Criteria: a. In compliance of Technical BEC, bidder must submit copy of Arc GIS license and copy of Contract/Work order executed in the last Five (05) years showing detailed scope of work carried out and its completion certificate as documentary evidence(s) in respect of satisfactory execution of these contracts. b. A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC. However, jobs executed for subsidiary/ fellow subsidiary/ holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly Notarised by public notary towards payment of statutory tax in support of the job executed for subsidiary/fellow subsidiary/ holding company. c. Experience acquired by a bidder as a sub-Contractor can also be considered for qualifying the experience criteria of BEC. In such cases, bidder shall be required to furnish the following documents in support of meeting the "Bid Evaluation Criteria" i. Copy of work order along with SOR issued by main Contractor, ii. Copies of Completion Certificates from the end User/ Owner and also from the main Contractor. The Completion Certificates shall have details like work order no. /date, brief scope of work, ordered & executed value of the job, completion date etc.			
13	Clause No. A. 13.0 of BEC: Mobilization: The bidder must categorically confirm in the Technical Bid that in the event of award of contract, mobilization shall be completed within 30 (thirty) days from the date of issue of LOA by Company.			
14	Clause No. B.14.0 of BEC: Annual Financial Turnover of the bidder during any of preceding three financial/accounting years from the original bid closing date should be at least Rs.4.03			

	Crores (or equivalent in foreign currency) in any of preceding three (3) financial years as per the Audited Annual Reports. The Net Worth of the bidder is to be positive for preceding financial /accounting year. The bidder has to submit the Audited Annual Report of last three years as supporting documentary evidence.			
15	<p>Clause No. B. 15.0 of BEC: In case the bidder is a newly formed company (i.e. one which has been incorporated in the last 5 years from the date of un-priced bid opening of the tender) who does not meet financial criteria as mentioned in above Clause No 14.0 by itself and submits his bid based on the financial strength of his promoter company, then promoter company must have annual turnover of at least of Rs.4.03 Crores (or equivalent in foreign currency) in any of preceding three (3) financial years as per the Audited Annual Reports. The Net Worth of the promoter company is to be positive for preceding financial / accounting year. The bidder has to submit the Audited Annual Report of the promoter company of last three years as supporting documentary evidence. In addition, the following documents are to be submitted along with the technical bid:</p> <ul style="list-style-type: none"> i. Corporate Guarantee on promoter company's letter head signed by an authorized official undertaking that they would financially support the newly formed company for executing the project/job in case the same is awarded to them, and ii. Documents in support that the bidder is a newly formed company i.e. one which has been incorporated in the last 5 years from the date of un-priced bid opening of the tender. 			
16	<p>Clause No. B. 16.0 of BEC: In case the bidder is a subsidiary company (should be a subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then following documents need to be submitted along with the technical bid:</p> <ul style="list-style-type: none"> i. Annual Turnover of the parent/ultimate parent/holding company in any of preceding three (3) financial years shall be Rs.4.03 Crores (or equivalent in foreign currency). ii. Net Worth of the parent/ultimate parent company should be positive for the accounting year preceding the original bid closing date. iii. Corporate Guarantee on parent/ultimate parent/holding company's letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project/job in case the same is awarded to them, and iv. The bidder is a subsidiary company of the parent/ultimate parent /holding parent company. 			
17	<p>Clause No. B.17.0 of BEC: Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from</p>			

	<p>the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year 2016-17 (as the case may be) have actually not been audited so far'.</p> <p>Note:</p> <p>a) For proof of Annual Turnover & 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 and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in Annexure-B to BEC.</p> <p>OR</p> <p>ii. Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.</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 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>			
18	<p><u>Clause No. B.18 of BEC:</u></p> <p>In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.</p>			
19	<p><u>Clause No. C 1.0 of BEC:</u></p> <p>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 Proforma-B 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.</p> <p>Bidder to provide a declaration / confirmation for the same signed by its authorized signatory.</p>			
20	<p><u>Clause No. C 2.0 of BEC:</u></p> <p>Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.</p> <p>Bidder to provide a declaration / confirmation for the same signed by its authorized signatory.</p>			

21	Clause No. C 3.0 of BEC: Bids with shorter validity will be rejected as being non-responsive. Bidder to provide a declaration / confirmation for the same signed by its authorized signatory.			
22	Clause No. C 4.0 of BEC: Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's Head-Contract's office at Duliajan on or before 12.45 Hrs (IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected			
23	Clause No. C 5.0 of BEC: The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally 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.			
24	Clause No. C 6.0 of BEC: Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.			
25	Clause No. C 7.0 of BEC: The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.			
26	Clause No. C 8.0 of BEC: Any physical documents wherever called for, 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.			
27	Clause No. C 9.0 of BEC: Any Bid containing false statement or false information or misleading information will be rejected.			
28	Clause No. C 10.0 of BEC: Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document, otherwise the Bid will be summarily rejected.			
29	Clause No. C 11.0 of BEC: Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate in India. Bids submitted by Indian Agent/ Representative/Retainer/Associate on behalf of their foreign principals will not be			

	considered and will be rejected straightway. One Indian Agent/Representative/Retainer/Associate cannot represent more than one foreign principal			
30	<p>Clause No. C 12.0 of BEC: Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected –</p> <ul style="list-style-type: none"> i) Performance Guarantee Clause. ii) Force Majeure Clause iii) Tax Liabilities Clause iv) Arbitration Clause v) Acceptance of Jurisdiction and Applicable Law vi) Liquidated damage and penalty clause vii) Safety, Environment & Labour Law viii) Termination Clause ix) Integrity Pact 			
31	<p>13.0 The Bids and all uploaded documents must be digitally signed using Class 3 digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India [except copies of the documents required in physical form] should invariably be submitted in the 'Technical Attachment Tab' through OIL's e-bidding portal, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.</p>			
32	<p>Clause No. D. 1.0 of BEC: If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.</p>			
33	<p>Clause No. D. 2.0 of BEC: For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of priced bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 3(three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.</p>			
34	<p>Clause No. D. 3.0 of BEC: The bidders must quote their charges / rates in the manner as called for vide "Schedule of Rates" under Section - IV and the summarized price schedule format vide enclosed Proforma –B.</p>			

35	<p><u>Clause No. D. 4.0 of BEC:</u> The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-B)" 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 will be paid on the basis of the actual number of days/parameter, as the case may be.</p>			
36	<p><u>Clause No. D. 5.0 of BEC:</u> To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the Price Bid Format as per 'Proforma-B'.</p>			
37	<p><u>Clause No. E. 1.0 of BEC:</u> In case bidder takes exception to any clause of bid document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the Company will be final and binding on the bidders. The bidder to provide a declaration signed by its authorized representative against the same.</p>			
38	<p><u>Clause No. E. 2.0 of BEC:</u> 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 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.</p>			
39	<p><u>Clause No. E. 3.0 of BEC:</u> If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.</p>			
40	<p><u>Clause No. E. 4.0 of BEC:</u> The Tools and the Services under this Contract shall be carried out for petroleum operation under nominated blocks or NELP/other eligible blocks and therefore, Customs Duty is not payable as per the policy of the Govt. of India. Bidders should take note of the same while quoting. No customs duty is therefore considered for evaluation.</p>			
41	<p><u>Clause No. E. 5.0 of BEC:</u> Purchase Preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. If applicable the bidder has to provide documentation as per clause no 5.0</p>			
42	<p><u>Clause No. E. 5.1 of BEC:</u> In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.</p>			

43	<p><u>Clause No. E. 5.2 of BEC:</u> In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.</p>			
44	<p><u>Clause No. E. 5.3 of BEC:</u> In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions than the Contractor shall provide complete details (i.e. name of the subContractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-Contractor to OIL. If applicable the bidder has to provide documentation as per clause no 5.3</p>			
45	<p><u>Clause No. E. 5.4 of BEC:</u> Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.If applicable the bidder has to provide documentation as per clause no 5.4</p>			
46	<p><u>Clause No. E. 6.0 of BEC:</u> 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.</p>			

&&&&

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

YEAR	TURN OVER In INR (Rs.) Crores / US \$ Million)	NET WORTH In INR (Rs.) Crores / US \$ Million)

*Rate of Conversion (if used any): USD 1.00 = INR.....

Place:

Date:

Seal:

Membership No. :

Registration Code:

Signature

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 -----. 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 Organisation "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

A. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

B. 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 its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/Contractor

- A. The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- B. The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

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

the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

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

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 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

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 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

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 Bidder/Contractor undertakes to demand from all subContractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and SubContractors.
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 (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to SubContractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/SubContractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

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

For the Principal

For the Bidder/Contractor

Place: Duliajan

Witness1 :

Date:

Witness 2:

&&&&

**FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY /
100% SUBSIDIARY COMPANY (As the case may be)**

**(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE
AND NOTORISED)**

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Fill in the Bidder's full name, constitution and registered office address) hereinafter referred to as bidder on the first part and M/s. _____ (Fill in full name, constitution and registered office address of Parent Company/Subsidiary Company, as the case may be) hereinafter referred to as "Parent Company/Subsidiary Company (Delete whichever not applicable)" of the other part:

WHEREAS

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

Now, it is hereby agreed to by and between the parties as follows:

1. M/s. _____ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document as a main bidder and liaise with OIL directly for any clarifications etc. in this context.
2. M/s. _____ (Parent Company/Subsidiary Company (Delete whichever not applicable)) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the Parent Company/Subsidiary Company (Delete whichever not applicable) and accepted by the bidder.
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by OIL to the bidder.
4. It is further agreed that for the performance of work during contract period bidder and Parent Company/Subsidiary Company (Delete whichever not applicable) shall be jointly and severally responsible to OIL for satisfactory execution of the contract.
5. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of

(Bidder)

For and on behalf of

(Parent Company/Subsidiary Company
(Delete whichever not applicable))

M/s.

Witness:

1)

2)

M/s.

Witness:

1)

2)

PARENT COMPANY/ SUBSIDIARY COMPANY GUARANTEE

(Delete whichever not applicable)

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE

AND NOTORISED)

DEED OF GUARANTEE

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

WHEREAS

M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at Duliagan in the State of Assam, India, hereinafter called "OIL" which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number for on

M/s (mention complete name), a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at (give complete address) hereinafter called "the Company" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by OIL, submitted their bid number to OIL with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by OIL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Company for successful execution of the same.

The Company and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical and such other supports as may be necessary for performance of the work relating to the said tender.

Accordingly, at the request of the Company and in consideration of and as a requirement for OIL to enter into agreement(s) with the Company, the Guarantor hereby agrees to give this guarantee and undertakes as follows:

1. The Guarantor (Parent Company / 100% Subsidiary Company (Delete whichever not applicable)) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.
2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.
3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and OIL.
4. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.
5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of, India.
7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Parent Company/Subsidiary Company (Delete whichever not applicable))

M/s _____

Witness:

1. Signature _____
Full Name _____
Address _____

Signature _____

Name _____

Designation _____

Common seal of the
Company_____

Witness:

2. Signature _____
 Full Name _____
 Address _____

**INSTRUCTIONS FOR FURNISHING PARENT/SUBSIDIARY
COMPANY GUARANTEE**

1. Guarantee should be executed on stamp paper of requisite value and notarised.
2. The official(s) executing the guarantee should affix full signature (s) on each page.
3. Resolution passed by Board of Directors of the guarantor company authorizing the signatory (ies) to execute the guarantee, duly certified by the Company Secretary should be furnished along with the Guarantee.
4. Following certificate issued by Company Secretary of the guarantor company should also be enclosed along with the Guarantee.

“Obligation contained in the deed of guarantee No. _____ furnished against tender No. _____ are enforceable against the guarantor company and the same do not, in any way, contravene any law of the country of which the guarantor company is the subject”.

FORMAT OF AGREEMENT BETWEEN BIDDER, THEIR SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY AND THE ULTIMATE PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE SISTER SUBSIDIARY/CO-SUBSIDIARY (Strike out whichever is not applicable between Ultimate Parent and Holding Company. Similarly strike out whichever is not applicable between Sister Subsidiary and Co-subsidiary Company)

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Fill in Bidder's full name, constitution and registered office address) _____ hereinafter referred to as "Bidder" of the first part and

M/s. _____ (Fill in full name, constitution and registered office address of Sister Subsidiary/Co-subsidiary Company of the Bidder) herein after referred to as "Sister Subsidiary/ Co-subsidiary" of the second part and

M/s. _____ (Fill in the full name, constitution and registered office address of the Ultimate Parent/Holding Company's of both the subsidiaries) hereinafter referred to as "Ultimate Parent/ Holding Company" of the third part.

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. _____ for _____ and

M/s. _____ (Bidder) intends to bid against the said tender and desires to have a technical support of M/s. _____ (Sister Subsidiary/Co-subsidiary Company) and

Sister Subsidiary/Co-subsidiary Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between all the three parties as follows:

1. M/s. _____ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document.
2. M/s. _____ (Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the bidder.
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and also till satisfactory performance of the contract in the event the bid is accepted and contract is awarded by OIL to the bidder.
4. Sister Subsidiary/ Co-subsidiary Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by OIL, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to OIL

and duly perform the obligations of the Bidder/Contractor to the satisfaction of OIL.

5. The Ultimate Parent/Holding Company also confirms and undertakes that the commitment made by the Sister Subsidiary/ Co-subsidiary company in providing the technical support and technical expertise and expert manpower to support the bidder for execution of the contract are honoured.
6. The Ultimate Parent/Holding Company also takes full responsibility in getting the contract executed through the Sister subsidiary/ Co-subsidiary company in case the Bidder/Contractor is unable to execute the contract.
7. In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of
(Bidder)

M/s.

Witness

1)

2)

For and on behalf of
(Sister Subsidiary / Co-
subsidiary)

M/s.

Witness

1)

2)

For and on behalf of
(Ultimate Parent /
Holding Company)

M/s.

Witness

1)

2)

Note: In case of contracts involving - (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance of any equipment, as the bidding company can draw on the experience of their multiple subsidiary sister/Co-subsidiary company (ies) specializing in each sphere of activity, i.e. (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance, therefore, in that case, the above format shall be signed by all the sister/Co-subsidiary company(ies) and necessary modifications may be made in the above format to include all sister subsidiaries.

PROFORMA FOR BIODATA OF KEY PERSONNEL

AFFIX
PASSPORT
SIZE
PHOTOGRAPH

1. NAME
2. PRESENT ADDRESS
3. PERMANENT ADDRESS
4. FATHER'S NAME
5. NATIONALITY
6. PASSPORT NO. AND VALIDITY
(IN CASE OF EXPATRIATE)
7. DESIGNATED POST
8. EDUCATIONAL QUALIFICATION
9. DATE OF BIRTH
10. EXPERIENCE IN REVERSE ORDER

NOTE: In case of replacement of the key personnel, the replacement personnel must have the requisite qualification and experience as per Terms of Reference (Section-II) and shall submit their credentials along with their recent photographs to Company for approval of Company.

PROFORMA UNDERTAKING FROM CONTRACTORS PERSONNEL

I _____ S/o _____ having permanent residence at _____ Dist. _____ am working with M/s. _____ as their employee. Now, I have been transferred by M/s. _____ for carrying out the contract job under Contract No. _____ which has been awarded in favour of my employer M/s. _____.

I hereby declare that I will not have any claim for employment or any service benefit from OIL by virtue of my deployment for carrying out contract job in OIL by M/s. _____.

I am an employee of _____ for all practical purposes and there is no privity of Contract between OIL and me.

Signature

Place:

Date:

Witness:

1. NAME:

DESIGNATION:

DATE:

2. NAME:

DESIGNATION

DATE:

To,

GM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN-786602

SUB: SAFETY MEASURES FOR TENDER NO. CDG5132P18

DESCRIPTION OF WORK/ SERVICE:

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 authorised 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.

(Seal)

Date_____

Yours Faithfully

M/s_____

CONTRACTOR
FOR & ON BEHALF OF

- GM i/c (MRC), RHO
- DGM, Div(R)'s Sectt-
- ES to Div(F)

No. O-27011/44/2015-ONG-II/FP

Government of India
Ministry of Petroleum & Natural Gas

ANNEXURE-I

Murthi
26/4/2017

Shastri Bhawan, New Delhi
Dated 25th April, 2017

To

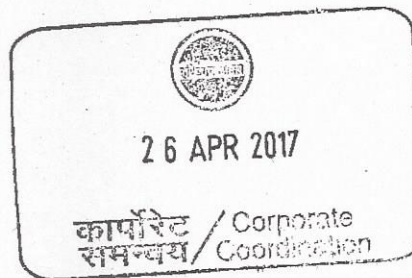
1. Chairman, IOCL
2. C&MD, BPCL/HPCL/ONGC/GAIL/OIL/ BLL/BLC
3. Managing Director, CPCL/NRL/MRPL/OVL
4. DG, DGH
5. DG, PPAC
6. Secretary, OIDB
7. ED, PCRA
8. ED, OISD
9. ED, CHT
10. Director, RGIPT
11. Member (BM), PNGRB
12. CEO & MD, ISPRL

Subject: Policy to provide Purchase Preference (linked with local content) (PP-LC) in all Public Sector Undertakings under the Ministry of Petroleum and Natural Gas - reg.

I am directed to refer to the subject mentioned above and convey that the Cabinet in its meeting held on 12th April 2017 has approved the "Policy to provide Purchase Preference (linked with local content) (PP-LC) in all Public Sector Undertakings under the Ministry of Petroleum and Natural Gas". One copy of the same is enclosed.

2. The Policy shall apply to all the Public Sector Undertakings and their wholly owned subsidiaries under the Ministry of Petroleum and Natural Gas; Joint Ventures that have 51% or more equity by one or more Public Sector Undertakings under the Ministry of Petroleum and Natural Gas; attached and subordinate offices of MoPNG.
3. It is requested that necessary suitable action may kindly be taken on priority basis under intimation to this Ministry.
4. The Policy will come into force with immediate effect.

Yours Faithfully



(Signature)
(V. Tirkey)
Under Secretary (FP)
Tele: 23388602

Encl.: As above.

Copy to: 1) US (Admn), MoPNG

2) Ms. Neelam Naval, PR, System Analyst (NIC): with request to upload the Policy on website of MoPNG.

Subject: Policy to provide Purchase preference (linked with local content) (PP – LC) in all Public Sector Undertakings under Ministry of Petroleum and Natural Gas.

1 Preamble

- 1.1 In tune with Make in India (MII) campaign in oil and gas sector, the Government has decided to incentivise the growth in local content in goods and services while implementing oil and gas projects in India, and
- 1.2 Whereas the Public procurement policy rests upon the core principles of competitiveness, adhering to sound procurement practices and execution of orders for supply of goods or services in accordance with a system which is fair, equitable, transparent, competitive and cost effective, and
- 1.3 Whereas, the local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them etc.
- 1.4 Whereas incentivising enhanced local content in the procurement of goods and/or services in oil and gas business activities would lead to increased local industry content;
- 1.5 Therefore, the Ministry of Petroleum and Natural Gas (MoPNG) has decided to stipulate the following policy for providing Purchase Preference to the manufacturers/ service providers having the capability of meeting/ exceeding the local content targets in oil and gas business activities;
- 1.6 This policy considers the Local Content (LC) as the added value brought to India through the activities of the oil and gas industry. This may be measured (by project, affiliate, and/or country aggregate) and undertaken through Workforce development and investments in supplier development through developing and procuring supplies and services locally.

2 Definitions

- 2.1 **Oil and Gas Business Activity** shall comprise of Upstream,

Midstream and Downstream business activities.

- 2.2 **Domestic products** shall be goods and/or service (including design and engineering), produced by companies, investing and producing in India.
- 2.3 **Local Content** hereinafter abbreviated to LC shall be the value of local components in goods, service and EPC contracts, indicated in percentage.
- 2.4 **Domestic Manufacturer** shall be business entity or individual having business activity established under Indian law and producing products domestically.
- 2.5 **Supplier** of goods and/or provider of service shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof.
- 2.6 **Steering Committee** means the committee to be constituted by MoPNG to provide effective guidance and to oversee the implementation of the Policy on a regular and continuing basis.
- 2.7 **Verification** shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.
- 2.8 **Purchase preference:** Where the quoted price is within 10% of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.
- 2.9 **Local Content (LC)** in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.

- 2.10 **Local Content (LC)** in Services shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within in the country.
- 2.11 **Local Content (LC)** in EPC contracts shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out within the country.
- 2.12 **Factory overhead cost** shall be indirect costs of manpower, machine/working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.
- 2.13 **Company overhead cost** shall be costs related to the marketing, administration and general affairs cost of the company.
- 2.14 **Indian Company** means a company formed and registered under the Companies Act, 2013.
- 2.15 **Foreign company** means any company or body corporate incorporated outside India which— (a) has a place of business in India whether by itself or through an agent, physically or through electronic mode; and (b) conducts any business activity in India in any other manner.
- 2.16 **Target Purchase Preference** is the LC in percentage for the period in force, as set out in the Enclosure-I.

3. Scope

- 3.1 The regulation shall be intended to:
- 3.1.1 Support and boost the growth of domestic manufacturing sector so as to be able to support oil and natural gas business activities and contribute added value to economy, absorb manpower as well as have national, regional and international competitiveness;
- 3.1.2 Support and boost the growth of innovation/technology of domestic manufacturing sector.

3.2 This policy shall apply to all the Public Sector Undertakings and their wholly owned subsidiaries under the Ministry of Petroleum and Natural Gas; Joint Ventures that have 51% or more equity by one or more Public Sector Undertakings under the Ministry of Petroleum and Natural Gas; attached and subordinate offices of MoPNG.

3.3 This policy shall not include goods/ services falling under Micro Small and Medium Enterprises (MSME) or Domestically Manufactured Electronic Products (DMEP), as those products/ services are already covered under specific policy. However, an option would be given in the tender for the bidder to declare preference for seeking benefit under PP-LC/MSME or DMEP.

4. Procurement

4.1 The procuring companies shall follow their own procurement procedures. Aggregation of annual requirements and such other procurement practices, which facilitate the implementation of this policy, may be adopted by procuring companies.

4.2 The producers of goods and/or providers of services shall be obliged to fulfil the requirements of quality and delivery time in accordance with the provisions of the respective contracts of goods and services.

5. Purchase Preference- Linked with Local Content (LC)

5.1 The following provisions may be considered for LC linked Purchase Preference:

5.1.1 In supporting the growth of domestic products, the target of Local Content (LC) in the oil and gas business activities shall be set as contained in Enclosure-I. The manufacturers/ service providers having the capability of meeting/ exceeding the local content targets shall be eligible for 10% purchase preference under the policy, i.e. LC manufacturers/ LC service providers respectively as described below.

5.1.2 Wherever the goods/ services are procured under this policy, eligible (techno-commercially qualified) LC manufacturers / LC service providers may be granted a purchase preference of 10%, i.e. where the quoted price is within 10% of the lowest price, other things being equal, purchase preference may be granted to the eligible (techno-commercially qualified) LC manufacturers /service providers concerned, at the lowest valid price bid.

- 5.1.3 Goods:** The tender for procuring goods would specify that the contract for 50% of the procured quantity would be awarded to the lowest techno-commercially qualified LC manufacturer/ supplier, subject to matching with L1, if such bidders are available. The remaining will be awarded to L1 (i.e. Non Local Content (NLC) manufacturer / supplier not meeting prescribed LC criteria).
- 5.1.3.1 However, if L1 bidder happens to be a LC manufacturer, the entire procurement value shall be awarded to such bidder;
- 5.1.3.2 If in the opinion of the procuring company, the tenders (procured quantity) cannot be divided in the prescribed ratio of 50:50, then they shall have the right to award contract to the eligible LC manufacture for quantity not less than 50%, as may be divisible.
- 5.1.3.3 In continuation to 5.1.3.2 above, if the tendered item is non divisible, (to be included in the tender document by procuring company) the contact can be awarded to the eligible LC manufacturer for the entire quantity,
- 5.1.4 Services/ EPC Contracts:** The tender for oil and gas services/ EPC contracts shall not normally be split. For such procurement the tender would specify that the entire contract would be awarded to the lowest techno-commercially qualified LC service provider, subject to matching with L1, if such bidders are available and L1 bidder is not a LC service provider. However, tender for certain oil & gas services can normally be split, in such cases, splitting shall be allowed and specified in tender document. Such services shall follow the procedure outlined for goods as described in para 5.1.3. The procuring company should clearly specify in the tender document whether the tender shall be split or not.
- 5.1.5 For para 5.1.3 and 5.1.4 above, only those LC manufacturers/ service providers whose bids are within 10% of the L1 bid would be allowed an opportunity to match L1 bid.
- 5.1.6 The tender conditions would ensure that local content in oil & gas products is encouraged. However, the procuring company may incorporate such stipulations as may be considered necessary to satisfy themselves of the production capability and product quality of the manufacturer.

5.1.7 The procedure for award under the policy along with some examples of typical procurement scenarios is at Enclosure-V.

6. Determination of LC

6.1 LC of goods

6.1.1 LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product. The whole cost of product shall be constituted of the cost spent for the production of goods, covering: direct component (material) cost; direct manpower cost, factory overhead cost and shall exclude profit, company overhead cost and taxes for the delivery of goods.

6.1.2 The criteria for determination of the local content cost in the goods shall be as follows:

- a) in the case of direct component (material), based on country of origin;
- b) in the case of manpower, based on INR component; and
- c) in the case of working equipment/facility, based on the country of origin.

6.1.3 The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

6.2 LC of service

6.2.1 LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.

6.2.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering:

- a) cost of component (material) which is used;
- b) manpower and consultant cost; cost of working equipment/facility; and
- c) general service cost, excluding profit, company overhead cost, taxes and duties.

6.2.3 The criteria for determination of cost of local content in the service shall be as follows:

- a) in the case of material being used to help the provision of service, based on country of origin;
- b) in the case of manpower and consultant based on INR component of the services contract;
- c) in the case of working equipment/facility, based on country of origin; and
- d) in the case of general service cost, based on the criteria as mentioned in clauses a, b, and c above.
- e) Indian flag vessels in operation as on date.

6.3 Determination of Local Content: The determination of local content of the working equipment/facility shall be based on the following provision: working equipment produced in the country is valued as 100% (one hundred percent) local content; working equipment produced abroad is valued as much as nil (0% percent) local content.

6.4 LC of the EPC Contracts:

6.4.1 LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.

6.4.2 The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.

6.4.3 The spent cost as mentioned in paragraph 6.4.2 shall include production cost in the calculation of LC of goods as mentioned in clause 6.1.1 and service cost in the calculation of LC of services as mentioned in clause 6.2.2.

6.5 Calculation of LC and Reporting

6.5.1 LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

6.5.2 Formats for the calculation of LC of goods, services as well as EPC contracts may be seen at in Enclosure-II, Enclosure-III and Enclosure-IV.

7 Certification and Verification

7.1 Manufacturers of goods and/or providers of service, seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods, service or EPC contracts with the provision as follows:

7.1.2 At bidding stage:

- a) Price Break-up:
 - The bidder shall provide break-up of "Local Component" and "Imported Component" in the price format
 - Bidder must have LC in excess of the requirement specified in **Enclosure-I.**
- b) Undertaking by the bidder:
 - The bidder shall submit an undertaking along with the bid stating that the bidder meets the mandatory minimum LC requirement, and such undertaking shall become a part of the contract.
 - Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers.
- c) Statutory Auditor's Certificate:
 - The Undertaking submitted by the bidder shall be supported by a certificate from Statutory Auditor engaged by the bidder certifying that the bidder meets the mandatory local content requirements of the project.

7.1.3 After Contract Award:

- a) In the case of procurement of goods and/or services with the value less than Rs. 5 Crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the supplier of goods and/or the provider of services and certified by the Director/Authorised representative of the company.
- b) The verification of the procurement of goods, service or EPC contracts with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.

- 7.2 Each supplier shall provide the necessary local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.
- 7.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- 7.4 As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.
- 7.5 The Procuring Company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content

8 Governance and Supervision

- 8.1 A Steering Committee will be constituted by MoPNG to provide effective guidance and to oversee the effective implementation of the Policy including review and amendments required therein. The Steering Committee may consider representations on target Local Content in goods, services and EPC and modify the policy accordingly.
- 8.2 The Steering Committee shall annually conduct a review of the policy implementation which shall specifically cover the issue of whether there has been adequate competition, and whether the policy has resulted in any reduction in competition/ exclusion of non-local bidders or any cost increase to the purchasing PSU, particularly in respect of services & works contracts.

9 Sanctions

- 9.1 The Procuring companies shall impose sanction on manufacturers/ service providers not fulfilling LC of goods/ services in accordance with the value mentioned in certificate of LC.
- 9.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.
- 9.3 In the event that a manufacturer or supplier of goods and/or provider of services does not fulfil his obligation after the expiration of the period specified in such warning, the procuring company can initiate action for blacklisting such manufacturer/supplier/service provider.
- 9.4 A manufacturer and/or supplier of goods and/or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty specified in clause 9.4.1.
- 9.4.1 The financial penalty shall be over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.
10. **Clarification on Goods/ Services:** Any issue regarding the coverage of a particular good/ service under the proposed policy would be referred to the Steering Committee for clarification.
11. **Time Period:** The Policy shall be applicable for 5 years. Except for 2017-18, the Policy shall not be continued unless, the Steering Committee by September 30th of each year, concludes a review as per para 8.2 of the Policy and recommends continuation of the Purchase Preference.

**Table 1: TARGET OF LOCAL CONTENT OF GOODS/SERVICE IN
UPSTREAM OIL AND GAS BUSINESS ACTIVITIES**

Sl. No	Item	Local Content (%)		
		2017-2018	2018-2020	2020-2022
A.	Goods			
1	Tubular (Drilling Pipe, Drill Collar, Casing, Line Pipes, Tubing, etc.)	50	55	60
2	Drilling Mud/Chemicals/Oil Well Cement	40	45	50
3	Pumping Unit	30	35	40
4	Machinery & Equipment	20	25	30
5	Premium Bits	10	15	20
6	Wellhead & X-mass tree			
	a. Onshore	40	45	50
	b. Offshore	10	10	15
7	Down Hole Tools			
	a. Onshore	20	25	30
	b. Offshore	10	10	15
8	Well Completion / Artificial Lift Equipment			
	a. Onshore	20	25	30
	b. Offshore	10	10	15
9	Fuel Oil	5	10	10
10	Lubricant	5	10	10
11	Other Goods	30	35	40
B.	Services			
	Survey, Seismic and Geology Studies			
	a. Onshore	50	50	55
	b. Offshore	10	10	15
2	Logging Services			
	a. Onshore	20	25	30
	b. Offshore	10	10	15
3	Mud Logging	40	45	50
4	Chartering of Rigs			
	a. Onshore	50	60	70
	b. Offshore	20	25	30
5	Specialized Drilling and Completion Services*	10	15	20
6	Engineering Procurement Construction & Installation (EPCI)			
	a. Onshore	50	55	60
	b. Offshore	20	30	35
	(i) Pipeline Projects	20	30	35
	(ii) Well Platform Projects	20	30	35
	(iii) Process Platform Projects	20	30	35
	(iv) Revamp Projects	20	30	35
7	Logistics (including FPSO and Tankers)			
	a. Onshore	75	75	80
	b. Offshore	15	20	25

Sl. No	Item	Local Content (%)		
		2017-2018	2018-2020	2020-2022
8	Air Logistics	15	20	25
9	Dry-docking	50	55	60
10	Other Services	30	35	40
C.	Fabrications			
1	Drilling/Workover Rigs/WSS units Construction			
	a. Onshore	50	60	70
	b. Offshore	20	25	35
2	Offshore Vessels/Rigs Construction	20	25	35

- a. * Specialised Drilling and Well completion services include Direction Drilling, Whipstock, Milling, Coring, Cementing Services, Drilling fluid services, Completion & Production Services, WSS, Well Intervention Services, Fracturing and ROV etc.
- b. The policy is not applicable for Deep water/ HP-HT operations for the time being.
- c. The Charter Hiring of offshore vessels shall continue to be governed by DG, Shipping Guidelines, Indian Flag Vessels shall be considered as having 100% LC.

**Table 2: TARGET OF LOCAL CONTENT OF
GOODS/SERVICES IN MIDSTREAM AND
DOWNSTREAM**

Items	Local Content (%)		
	2017-18	2018-20	2020-22
Service Contracts	20%	22%	25%
Supply Contracts	20%	22%	25%
EPC Contracts (others)	30%	35%	40%

Note:

1. The proposed policy is not applicable for DMEP and MSME, there being specific policies for those products/ services.
2. The prescribed local content in the above Tables (Table 1 & Table 2) shall be applicable on the date of Notice inviting Tender.

Enclosure-II

CALCULATION OF LOCAL CONTENT-GOODS

Name of Manufacturer		Calculation by manufacturer Cost per one unit of product			
Cost component		Cost (Domestic component) a	Cost (imported component) b	Cost Total Rs/US\$ c= a+b	%Domestic Component d= a/c
I.	Direct material cost				
II.	Direct labour cost				
III.	Factory overhead				
IV.	Total production cost				

Note:

$$\% \text{ LC Goods} = \frac{\text{Total cost (IV.c)} - \text{Total imported component cost (IV.b)}}{\text{Total cost (IV.c)}} \times 100$$

$$\% \text{ LC Goods} = \frac{\text{Total domestic component cost (IV.a)}}{\text{Total cost (IV.c)}} \times 100$$

CALCULATION OF LOCAL CONTENT- SERVICE

NAME OF SUPPLIER OF GOODS/PROVIDER OF SERVICE							
			Cost Summary				
			Domestic	Imported Rs/US\$	Total	LC	
						%	Rs/US\$
			b	c	d	e=b/d	f=dxe
A	Cost component						
	I. Material used cost	Rs US\$					
	II. Personnel & Consultant cost	Rs US\$					
	III. Other services cost	Rs US\$					
	IV. Total cost(I to IV)	Rs US\$					
B	Taxes and Duties	Rs US\$					
C	Total quoted price	Rs US\$					

Note:

$$\% \text{ LC Service} = \frac{\text{Total cost (A. IV. d)} - \text{Total imported component cost (A. IV. c)}}{\text{Total cost (A. IV. d)}} \times 100$$

$$\% \text{ LC Service} = \frac{\text{Total domestic component cost (A. IV. b)}}{\text{Total cost (A. IV. d)}} \times 100$$

Enclosure -IV

CALCULATION OF LOCAL CONTENT – EPC (GOODS AND SERVICE)

A.	COST COMPONENT (Rs/US\$)	Cost Summary				
		Domestic	Imported Rs/US\$	Total	LC	
					%	Rs/US\$
		b	c	d	e=b/d	f=d x e
I	GOODS					
1.	Material used cost					
2.	Equipment cost					
3.	Sub Total I					
II	SERVICES					
1.	Personnel & Consultant Cost					
2.	Equipment & Work Facility Cost					
3.	Construction/Fabrication Cost					
4.	Other Services Cost etc					
5.	Sub Total II					
III	TOTAL COST GOODS + SERVICES					
B.	Non Cost Component					
C.	TOTAL QUOTED PRICE					

Note:

% LC Combination = Total domestic component cost of goods (A.I.3.b)+

$\frac{\text{Total domestic component cost of service (A.II.5.b)}}{\text{Total Cost (A.III.d)}} \times 100$

**PROCEDURE FOR AWARD AND SOME EXAMPLES OF TYPICAL
PROCUREMENT SCENARIOS**

1. Procedure for award of contacts under this policy shall be as follows:

1.1. Goods:

1.1.1. For oil and gas sector goods proposed to be procured, among all technically qualified bids, the lowest quoted price will be termed as L1 and the rest of the bids shall be ranked in ascending order of price quoted, as L2, L3, L4 and so on. If L1 bid meets prescribed LC as per **Enclosure- I**, the said bidder will be awarded full value of the order.

1.1.2. If L1 bid does not meet prescribed LC as per **Enclosure-I**, the value of the order awarded to L1 bidder will be the balance of procurement value after reserving specified percentage (50%) of the total value of the order for the eligible LC manufacturer. Thereafter, the lowest bidder among the eligible LC manufacturer, whether L2, L3, L4 or higher, will be invited to match the L1 bid in order to secure the procurement value of the order earmarked for the eligible LC manufacturer. In case first eligible LC manufacturer fails to match L1 bid, the next eligible LC manufacturer will be invited to match L1 bid and so on. However, the procuring company may choose to divide the order amongst more than one successful bidder as long as all such bidders match L1 and the criteria for allocating the tender quantity amongst a number of successful bidders is clearly articulated in the tender document itself.

1.1.3. In case all eligible LC manufacturers fail to match the L1 bid, the actual bidder holding L1 bid will secure the order for full procurement value.

1.1.4. Only those LC manufacturers whose bids are within 10% of the L1 bid would be allowed an opportunity to match L1 bid.

1.1.5. Example 1 - Procurement of 50,000 MT Casing Pipes

It is intended to procure 50,000 MT casing pipes. The bid documents should specifically provide preference to LC manufacturers of casing pipes (having local content more than the prescribed level as per **Table 1**) in terms of 50% of procurement value subject to matching of L1 price and on satisfying technical specifications of the tender. Suppose there are five bids. Consider LC as the manufacturer meeting local content requirement (and within 10% of the L1 bidder) as per Table 1 (Attachment 1) and NLC as the manufacturer not meeting local content requirement.

Case 1: After opening of commercial bids, position is like L1: LC1, L2:NLC1, L3: NLC2, L4: NLC3 and L5: LC2, then work will be awarded to LC1 vendor.

Case 2A: After opening of commercial bids, position is like L1: NLC1, L2: NLC2, L3: NLC3, L4: LC1 and L5: LC2. NLC1 qualifies as L1, and LC1 is L4. Then LC1 shall have the option of providing 50% of the procurement value at L1 prices. NLC1 will get remaining 50% of the procurement value.

Case 2B: If LC1 refuses to undertake the tendered work at L1 prices, LC2 should be considered to supply at L1 prices.

Case 3: After opening of commercial bids, position is like L1: NLC1, L2: NLC2, L3: NLC3, L4: NLC4 and L5: NLC5. In this case, no vendor with prescribed local content is available, hence the full order will be awarded to NLC1.

1.2. Services/ EPC contracts:

1.2.1. For oil and gas services/ EPC contracts proposed to be procured, among all technically qualified bids, the lowest quoted price will be termed as L1 and the rest of the bids shall be ranked in ascending order of price quoted, as L2, L3, L4 and so on. If L1 bid meets prescribed LC as per **Enclosure- I**, the said bidder will be awarded full value of the order.

1.2.2. If L1 bid does not meet prescribed LC as per **Enclosure- I**, the lowest bidder among the eligible LC service provider, whether L2, L3, L4 or higher, will be invited to match the L1 bid. In case first eligible LC service provider fails to match L1 bid, the next eligible LC service

(provider will be invited to match L1 bid and so on. The entire contract would be awarded to the lowest eligible service provider, subject to matching L1 bid.

1.2.3. In case all eligible LC service providers fail to match the L1 bid, the actual bidder holding L1 bid will secure the order for full procurement value.

1.2.4 Only those LC service providers whose bids are within 10% of the L1 bid would be allowed an opportunity to match L1 bid.

1.2.5 Example 2:

If for a tender where minimum specified LC is 15%, four bidders have been shortlisted for price bid opening and the status of the bidders is as below:

Sl. No	Bidder	Price quoted in Million USD	% of LC quoted
1	L1	200	10
2	L2	206	16
3	L3	210	16
4	L4	215	19

In the above case, L1 bidder has quoted lower than the minimum specified LC. L2, L3 and L4 bidders are achieving/exceeding the minimum LC as per Tender and are within 10% of quoted price of L1 bidder. Hence entire quantity shall be awarded to bidder, to L2 (or if L2 refuses, then L3, L4 in that order). Subject to matching L1 price.