

TENDER NO : CGG3751P20



OIL INDIA LIMITED

BID DOCUMENT

Tender NO. :CGG3751P20

Intelligent pigging Survey(IPS) of 355.6 mm (14”) OD Noonmati Barauni Crude Oil Pipeline.

TENDER NO : CGG3751P20

OIL INDIA LIMITED
(A Government of India Enterprise)
CONTRACTS SECTION, PHQ
P.O. Udayan Vihar- 781171, Guwahati, ASSAM

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. Pipeline Department of OIL, having its Head Quarter at Noonmati, Guwahati, operates and maintains the cross country crude oil and product pipeline spreading across the state of Assam, West Bengal and Bihar.

In connection with its operations, Pipeline Department of OIL invites ***International Competitive Bids (ICB) from competent and experienced service providers through OIL's e-procurement site.***

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 Invitation for Bid (IFB) (covered in detail in the Bid Document) are highlighted below:

1.0 IFB No.	CGG3751P20
Service Requirement	Intelligent pigging Survey(IPS) of 355.6 mm (14”) OD Noonmati Barauni Crude Oil Pipeline.
Cost of Bid Document	NIL
Bid Security(EMD)	₹35,10,000.00 (Thirty Five Lakh Ten Thousand Only) (US \$ 48,700.00)
Period of Sale of Bid Document/Issue of User ID & Password	As per online data
Venue & Date for Pre bid meeting	As per online data
Bid Closing /Opening Date & Time	As per online data

2.0 For participation, the application(s) on applicant's letter pad with a request for USER ID & PASSWORD is to be submitted /sent to reach the **Office of GM-Contracts, Contracts section, Pipeline Head Quarter, Oil India Limited, P.O. Udayan Vihar, Assam-781171** within the period of sale (inclusive both the days i.e. start date & end date) of Bid document.

Alternatively, applicants already having User ID & Password for OIL's E-procurement portal can register against the IFB.

In case the Bidder(s) send their application for Bid Documents in sealed envelopes, the following must be super scribed on the envelope along with the name & registered postal address of the bidder in typed format or in clear legible handwriting:

“Application & Tender Fees, IFB No.: **CGG3751P20**

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Description of Services: **Intelligent pigging Survey(IPS) of 355.6 mm (14”) OD Noonmati Barauni Crude Oil Pipeline for a period of 18 (Eighteen) months).**

- 2.1 Amongst others, the Bidder(s) must also provide the following information in the application for request for Bid documents: (i) Valid e-mail ID (ii) Registered Postal Address with PIN code (iii) Vendor Code with OIL (if available) (iv) Mobile No. /Telephone No/Fax No.
- 2.2 No physical Bid documents will be provided. USER_ID and initial PASSWORD will be communicated to the bidder through e-mail at the e-mail address provided along with request for bid documents as mentioned in 2.1(i) above and will be allowed to participate in the bidding through OIL's E-Procurement portal.
- 2.3 a) Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <https://etender.srm.oilindia.in/irj/portal>
- b) Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- c) MSEs Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote/participate
- d) For availing benefits under Public Procurement Policy (EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/ service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender; seeking clarification/confirmation as to whether their registered item is eligible for EMD exemption or not. Late communication in this regard and request for bid closing date extension on that plea shall not be entertained by Company

3.0 EXEMPTION OF EMD:

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- i) Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme are exempted from payment of EMD for the items they are registered with NSIC. Valid registration certificate with NSIC must be enclosed along with the application for issuing tender documents.
- ii) Public Sector Units (PSU) are also exempted from payment of EMD
- iii) Firms registered with NSIC, PSU's & Government Departments claiming exemption from payment of EMD should submit their request with all credentials to the tender administrator at least 7 days in advance from the date of closer of sale of bid documents, to get access for participation in the tender.
- (iv) Tender documents provided to SSI Units registered with NSIC on free of charge basis shall submit their offer for the service for which they are registered. Their offer for other than the registered service shall not be acceptable. Their offer as service provider also will not be acceptable and shall be rejected straightway.

4.0 The details of IFB can be viewed using "Guest Login" provided in the E-Procurement portal and also in OIL's web site www.oil-india.com. The link to OIL's E-Procurement portal has also been provided through OIL's web site www.oil-india.com

Note: All corrigenda, amendments, time extension, clarifications etc. if any to the above tender will be hosted on OIL's website and in the e-portal <https://etenders.srm.oilindia.in/irj/portal> only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated.

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FORWARDING LETTER

M/s _____

Sub: IFB No. CGG3751P20 for Intelligent pigging Survey(IPS) of 355.6 mm (14”) OD Noonmati Barauni Crude Oil Pipeline.

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 **Intelligent pigging Survey(IPS) of 355.6 mm (14”) OD Noonmati Barauni Crude Oil Pipeline for a contract period of 18 months.**

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.	:	CGG3751P20
(ii)	Type of Bidding	:	Online - Single Stage-Two Bid System
(iii)	Tender Fee	:	Not Applicable
(iv)	Bid Closing Date & Time	:	As mentioned in Online E-tender portal
(v)	Technical Bid Opening Date & Time	:	As mentioned in Online E-tender portal
(vi)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time.
(vii)	Bid Submission Mode	:	Bids must be uploaded online in OIL’s E-procurement portal

(viii)	Bid Opening Place	:	Office of GM-Contracts Pipeline Department, Oil India Limited, Guwahati -781 171, Assam, India.
(ix)	Bid Validity	:	120 days from date of Bid Closing
(x)	Mobilization Time	:	As defined in the tender
(xi)	Bid Security Amount	:	Rs. 35,10,000.00 (US \$ 48,700.00)
(xii)	Bid Security Validity	:	150 days
(xiii)	Original Bid Security to be submitted	:	Office of GM-CONTRACTS, PIPELINE DEPARTMENT, OIL INDIA LIMITED, PIPELINE HEAD QUARTER, GUWAHATI, ASSAM-781 171, INDIA
(xiv)	Amount of Performance Security	:	10% of Total Contract Value.
(xv)	Validity of Performance Security	:	Up to 3(three) months from date of completion of contract
(xvi)	Duration of the Contract	:	18 Months (Eighteen Months) from the date of commencement of operation.
(xvii)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer clause No. 18.0 of General Conditions of Contract
(xviii)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
(xix)	Bids to be addressed to	:	GM-Contracts, Pipeline Department, PHQ, Oil India Limited, Duliajan-781171, Assam, India.
(xx)	Pre-Bid Conference	:	Tentatively scheduled on 18.03.2020
(xxi)	Last Date for receipt of Pre-bid Queries	:	13.03.2020 (Queries received after 13.03.2020 may not be entertained)

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. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid 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 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 e-Tendering the DSC token should be connected to your system.

4.3 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.

4.4 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.

4.5 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- 2807171/7192.

5.0 PRE-BID CONFERENCE:

5.1 A Pre-Bid Conference is planned to be held on **18.03.2020 (Tentative) at Guwahati** to explain the requirements of Company in details to the interested prospective Bidders and to understand bidders' perspective including exchange of views/clarifications, if any, on the Scope of Work, Bid Rejection/Bid Evaluation Criteria and other terms & conditions of the Tender. For details of the venue, bidders may contact GM-Contracts, Oil India Ltd., P.O. Udayan Vihar, Guwahati -781171, Phone: +910361-2595601, Fax# (91)0361-2595607, E-mail: ellora@oilindia.in.

5.2 Maximum two (2) representatives from each prospective Bidder, shall

be allowed to participate in the pre-bid conference. All costs associated to attend the pre-bid conference by their representatives shall be borne by the interested Bidders. Bidder attending the pre-bid , must confirm their participation (Name of Company & Representative Name) on or before **13.03.2020**.

5.3 The prospective bidders shall submit their queries/clarifications against the tender through E-mail/Courier addressed to GM-Contracts, Oil India Ltd.,PHQ,Guwahati-781171, Assam and such queries must reach OIL's office at PHQ, Guwahati latest by **13.03.2020** .OIL shall provide clarifications to only those queries received within this date. Queries/ Clarifications against the tender received beyond **13.03.2020** will not be entertained and replied. OIL will not be responsible for non-receipt or late receipt of any bidder's query in OIL's office.

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

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

6.0 IMPORTANT NOTES:

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

- i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.
- ii) **BACKING OUT BY BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.
- iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. Undertaking of authenticity of information/documents submitted as per **PROFORMA-M** should be submitted along with the technical bids.

iv) **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com.

v) 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 GM-Contracts in presence of the authorized representatives of the bidders.

vi) 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.

vii) The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender 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.**

Go to this Tab "Notes and Attachments" for Uploading "Priced Bid" files.

Go to this Tab "Technical Attachments" for Uploading "Technical Bid" files.

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.

viii. For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the e-tender shall be available for online viewing to all the Techno-commercially qualified Bidders against the tender after price bids are opened in the system. For tenders where **Detailed Price Information**

under RFX Information Tab is “No price”, the Price Bid is invited against the tender through attachment form under “Notes & Attachment”. As per the existing process, Bidders must upload their pricing as per the “Price Bid ” – Proforma-B under “Notes & Attachment” and additionally to fill up the on-line field “Total Bid Value” under Tab Page **“RFX Information”** with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

The screenshot shows the 'Create RFX Response' form. At the top, there are tabs: Submit, Read Only, Print Preview, Check, Technical RFX Response, and Close. Below these, the RFX Response Number is 60038748 and the RFX Number is partially visible. The RFX Owner is BHARALI and the Total Value is 0.00 INR. The form has several tabs: RFX Information, Items, Notes and Attachments, Basic Data, Questions, and Technical Attachments. Under the 'Event Parameters' section, there are three fields highlighted with red boxes and blue callouts:

- Currency:** A dropdown menu showing 'Indian Rupee'. A callout bubble says: "Bidder to select the currency of the Response".
- Detailed Price Information:** A dropdown menu showing 'No Price'. A callout bubble says: "“Total Bid Value” is mandatory in “No Price” RFX".
- Total Bid Value:** A text input field. A callout bubble says: "“Total Bid Value” considering all the taxes & duties."

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

It is to be noted that Amount mentioned in the “Total Bid Value” field will not be considered for bid evaluation and evaluation will be purely based on the Price bid submitted as per the Proforma-B.

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

Thanking you,
Yours faithfully,
OIL INDIA LIMITED

Sd/-
(Ellora P Mahanta)
General Manager – Contracts, P/L
For Executive Director(PLS)

INSTRUCTIONS TO BIDDERS (ITB)

- 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. & Type and Tender Fee
 - (ii) Bid closing date and time
 - (iii) Bid opening date and time
 - (iv) Bid submission Mode
 - (v) Bid opening place
 - (vi) Bid validity, Mobilisation time & 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 mobilization
- (b) Instructions to Bidders,
- (c) Bid Evaluation Criteria,
- (d) General Conditions of Contract, (Part-I,)
- (e) Terms of Reference/Technical Specification, (Part-II)
- (f) Special Conditions of Contract, (Part-III,)
- (g) Schedule of Rates, (Part-IV,)
- (h) Payment Terms, (Part-V)
- (i) Schedule of Company's Plants & Machineries, (Part-VI)
- (j) Technical Drawings & Data, (Part-VII)
- (k) Safety Measures , (Part-VIII)
- (l) Integrity Pact, (Part-IX) –Applicable for this IFB

(m) Proforma and Annexures

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

5.1 **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 (to be uploaded in "Technical Attachments" tab)**

- (i) Complete technical details of the services and equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with Clause 10.0 hereunder.
- (iii) Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original Bid Security should be sent as per Clause No. 11.11 below.

- (iv) Copy of Bid-Form without indicating prices in Proforma-B
- (v) Statement of Non-compliance as per Proforma-D
- (vi) Copy of Priced Bid **indicating prices** (Proforma-A)
- (vii) Integrity Pact digitally signed by OIL's competent personnel as Part-IX, attached with the bid document to be digitally signed by the bidder.

Note: Please note that, price should not be mentioned in the "Technical Attachments" tab.

(B) PRICED BID (to be uploaded in "Notes and Attachments" tab)

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-A
- (ii) Bid Form as per Proforma-B

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

7.0 BID FORM:

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 in **"Notes & Attachment" Tab**. Unit prices must be quoted by the bidders, both in words and in figures.
- 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 QUALIFICATION:

These are listed in **BID EVALUATION CRITERIA (BEC)**, 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 11.9 hereunder.
- 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-L** or a Bank Draft/Bankers' cheque in favour of OIL and payable at Duliajan, 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.
 - d) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

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 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., Guwahati-781171(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.

11.13 The Bank Guarantee issuing bank branch must ensure the following:

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

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

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Guwahati Branch, IFS Code – UTIB0000140, Branch address – AXIS Bank Ltd., CHIMBER HOUSE, G.S.ROAD, DISPUR ASSAM, The Bank details are as under:

<u>BANK DETAILS OF BENEFICIARY</u>	
Bank Name	AXIS BANK
Branch Name	GUWAHATI
Branch Address	CHIMBER HOUSE, G.S.ROAD, DISPUR ASSAM
Banker Account No.	140010200027654
Type of Account	CURRENT ACCOUNT
IFSC Code	UTIB0000140
MICR Code	781211002
SWIFT Code	Axisinbb140
Contact No.	8876501401
Contact Person Name	Mr. Dibakar Ghosh
Fax No.	Not available
Email Id	Guwahati.branchhead@axisbank.com

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 MSEs Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary

limit mentioned in their registration, provided they are registered for the item they intend to quote/participate.

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.

- 12.2.1 For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/ service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender; seeking clarification/confirmation as to whether their registered item is eligible for EMD exemption or not. Late communication in this regards and request for bid closing date extension on that plea shall not be entertained by Company.

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 180 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 to be made to a document after uploading, the same may be deleted and such revised document is to be Digitally Signed again before uploading. It is advised to delete the unwanted documents before submission of the response. The Power of Attorney 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-C**) 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 are 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-A should be uploaded 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., Guwahati -781171 (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) Power of Attorney for signing of the bid digitally
- iii) Any other document required to be submitted in original as per bid document requirement.
- iv) Printed catalogue and literature if called for in the bid document.

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 mainly the Original Bid Security 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-C**) 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 or the latest available 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)**, of the Bid Document.

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 21.5.**

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

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.

31.1 APPROPRIATE ACTION AGAINST DEFAULTING BIDDERS / CONTRACTOR UNDER BANNING POLICY OF OIL.

In case of corrupt, fraudulent, collusive and coercive practice by the bidder/contractor in respect of the subject tender/contract, as well as non-compliance / non-performance in respect of certain provisions of tender document/contract, the bidder / contractor shall be dealt as per the Banning Policy (available in OIL's website: **www.oil-india.com**) of Company.

FURNISHING FRAUDULENT INFORMATION/DOCUMENT: The information and documents furnished by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be

and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website: **www.oil-india.com**) of Company. Undertaking of authenticity of information/documents submitted as per **PROFORMA-M** should be submitted along with the technical bids.

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 **PART-IX** 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 The names of the OIL's Independent External Monitors at present are as under:

a. Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India;
E-mail: rajivmathur23@gmail.com

b. Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC;
E-Mail id: jagmohan.garg@gmail.com

c. Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture
E-mail: rudhra.gangadharan@gmail.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.

37.0 PURCHASE PREFERENCE POLICY-LINKED WITH LOCAL CONTENT (PP - LC)

Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG shall be applicable in this tender. The details clauses applicable for this tender are as under:

37.1 In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders

should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE Policy. If a bidder seeks free of cost tender document under the MSE Policy, then it shall be considered that the bidder has sought benefit against the MSE Policy and this option once exercised cannot be modified subsequently.

37.2 Bidders seeking Purchase preference (linked with local content) (PP-LC) shall be required to meet / exceed the target of Local Content (LC) of **35%.**

37.2.1 Such bidders shall furnish following undertaking on its letter head along with their techno-commercial bid. The undertaking shall become a part of the contract.

“We _____ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. _____ (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. _____.”

37.2.2 Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor.

“We _____ the statutory auditor of M/s _____ (name of the bidder) hereby certify that M/s _____ (name of the bidder) meet the mandatory Local Content requirements of the Services i.e. _____ (to be filled by the work center as notified at Enclosure I of the policy) quoted vide offer No. _____ dated _____ against OIL tender No. _____ by M/s _____ (Name of the bidder).

Note: In case of bidder(s) for whom Statutory Auditor is not required as per law required certificates shall be provided by a practicing Chartered Accountant.

37.2.3 At the bidding stage the bidder shall provide Break-up of “Local Component” and “Imported Component” in the prescribed format enclosed as **Proforma- BB(PP-LC)** of the policy and shall be uploaded by the bidders along with their price bid in the e-procurement portal.

37.3 Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference to 10% i.e. where the evaluated price is with 10% of the evaluated lowest price of Non Local Content (NLC) bidder, other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno- commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.

37.3.1 Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall

be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award for the prescribed quantity shall be made to the lowest evaluated TA/CA bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.

37.4 Order for supply of 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 price. The remaining will be awarded to L1 (i.e. NLC bidder). Prescribed 50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.

37.4.1 However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.

37.4.2 When the tendered goods/services cannot be divided in the exact ratio of 50% / 50% then OIL reserve the right to award on lowest eligible PP-LC bidder for quantity not less than 50%, as may be dividable.

For example:

In case tendered quantity is 3 (not divisible in the ratio of 50:50), PP-LC bidder shall get order for 2 nos. only and the rest will go to L-1 (NLC bidder).

OR

(Alternate clause applicable for cases where tendered quantity cannot be divided).

37.5 The tendered quantity is not splittable / non-dividable / cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to

the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.

37.6 Fo

37.7 the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide letter No. O-27011/44/2015-ONG/II/FP dated 25.04.2017.

37.8 The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract. OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.

37.9 Determination of LC

37.9.1 LC of Services shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of services.

37.9.2 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.

37.9.3 The criteria for determination of cost of local content in the service shall be as under:

- 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.

37.9.4 **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.

37.10 Calculation of LC and Reporting

37.10.1 LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC verifiable, the value of LC of the said component shall be treated as nil.

37.10.2 Formats for the calculation of LC of services may be seen at Enclosure-III of the policy document.

37.11 Certification and Verification

37.11.1 Bidder seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods as follows:

37.10.1.1 At bidding stage:

- a) Price Break-up

(i) The bidder shall provide break-up of “Local Component” and “Imported Component” along with the price bid as per provisions under clause **37.2.3**.

(ii) Bidder must have LC in excess of the specified requirement.

b) Undertaking by the bidder

i. The bidder shall submit undertaking along with the techno-commercial bid as per clause no. **37.2.1**, such undertaking shall become a part of the contract.

ii. 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 as per clause **37.2.2**.

37.10.1.2 After Contract Award

a) In the case of procurement cases with the value less than Rs. 5 crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the contractor and certified by the Director/Authorized Representative of the Company.

b) The verification of the procurement cases with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.

37.11.2 Each supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met and issue of local content certificate to that effect on behalf of OIL, 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.

37.11.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with 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.

37.11.4 Where currency quoted by the bidder is other than Indian Rupee then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of notice inviting tender (NIT) for the calculation of

Local Content.

- 37.11.5 OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

37.12 Sanctions

- 37.12.1 OIL shall impose sanction on bidder not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.
- 37.12.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.
- 37.12.3 If the bidder does not fulfill his obligation after the expiration of the period specified in such warning. OIL shall initiate action for blacklisting such bidder/ successful bidder.
- 37.12.4 A bidder 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 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.
- 37.12.5 In pursuance of the clause above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (**PROFORMA-L**) equivalent to the amount of PBG.

*******INSTRUCTION TO BIDDERS*******

BID EVALUATION CRITERIA (BEC)

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

For Intelligent Pigging Survey (IPS) of 355.6mm (14") OD Barauni (BPS)- Noonmati (PS5) section

1.0 BID REJECTION CRITERIA (BRC):

The bid shall conform generally to the specifications and terms and conditions given in the Bidding Documents. Bids shall be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the conformity of the bid to the stipulated specifications, the following requirements shall have to be particularly met by the Bidders without which the offer will be considered as non-responsive and rejected.

1.1 TECHNICAL:

Bidder must meet the following criteria:

The bidder must have an experience of successfully completed Intelligent Pigging Surveys (IPS) of following magnitude with 'High Resolution" ILI tool (MFL, TFI and XYZ Mapping) of defect detection performance of POD > 90 % for cross-country hydrocarbon Pipelines during last 7(Seven) years ending original bid closing date.

a) A single contract of minimum 378 km cumulative length of pipeline in single stretch or in multiple stretches of diameter not less than 355.6 mm OD (14 inch) for MFL & TFI inspection.

AND

b) Minimum 378 km cumulative length of pipeline in single stretch or in multiple Stretches for XYZ mapping.

Note:

In support of the experiences and establishing successful execution of work, bidder must submit documentary evidences in the form of copies separate contract for (a) and (b) OR single contract for (a) and (b) along with technical bid. These documents should be in the form of original or self certified copies of completion certificate with corresponding copies of contracts or work orders etc. issued by the clients. The original of these documents shall have to be produced by bidder to OIL as and when asked for.

1.2 FINANCIAL:

B. FINANCIAL REJECTION CRITERIA:

1.0 The bidder shall have an annual financial turnover of minimum **Rs. 8.40 Crore** (or equivalent USD \$ **1,165,400.00**) during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date.

2.0 In case of Consortium of companies, any one of the Consortium member shall have an annual financial turnover of minimum **Rs.4.20 Crore** (or equivalent USD \$ **5,82,700.00**) during any of the preceding 03 (Three)

financial/accounting years reckoned from the original bid closing date and other member(s) of the Consortium shall have an annual financial turnover of minimum **Rs. 2.1 Crore** (or equivalent USD \$ **2,91,350.00**) during any of the preceding 03 (Three) financial /accounting years reckoned from the original bid closing date. Borrowing support from parent/supporting company is not allowed to meet the financial criteria.

3.0 "Net worth of bidder must be positive for preceding financial/accounting year. In case of consortium bidding net worth of all the consortium partners individually should be positive for the accounting year preceding the bid closing date.

4.0 Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding 06 (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 2019 (as the case may be) has actually not been audited as in the Original bid closing date as per format

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.

5.0 In case the bidder is a subsidiary company [not as consortium member] (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 of parent/ultimate parent/Holding by the Authorized officials.
- (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”.

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

1.3.0 COMMERCIAL:

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 Attachments” Tab and Priced Bid as per Proforma-A 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 should be valid for a period of **120 (One-Hundred Twenty)** days. 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 GM-Contract’s office at Guwahati 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 **Rs.35.10 Lakhs** or equivalent **US\$ 48,700.00**. 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 initialled by the person or persons who has/have digitally signed the Bid.

9.0 Any Bid containing false statement 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 Security Clause
- ii) Taxes Clause
- iii) Insurance Clause
- iv) Force Majeure Clause
- v) Termination Clause
- vi) Arbitration Clause
- vii) Liability Clause
- viii) Withholding Clause
- ix) Liquidated damages Clause
- x) Firm price
- xi) EMD/Bid bond
- xii) Integrity Pact

1.4.0 GENERAL:

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

1.4.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BEC/BRC also and such clarification fulfilling the BEC/BRC clauses must be received on or before the deadline given by the Company, failing which the offer will summarily rejected.

1.4.3 In case, any of the clauses in the BRC contradict with other clauses of Bid Document elsewhere, then the clauses in the BRC shall prevail.

1.4.4 Any exceptions/deviations to tender must be spelt out by Bidder in their 'Techno-Commercial' bid only. Any additional information/terms/ conditions furnished in sealed 'Price Bid' will not be considered by Company for evaluation/award of contract.

1.4.5 Bidder shall fulfill all the relevant clauses applicable in case of legacy system or e-Tender whichever is applicable.

2.0 BID EVALUATION CRITERIA (BEC):

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, CAG Branch, Kolkata, 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 03 (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 contract will be signed with successful bidder for the required services as per 'Scope of Work' of the IFB.

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

5.0 The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-A)" 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.

6.0 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'.

3.0 PAYMENT TERMS:

SL. NO	ITEM/STAGE	% value
1	On completion of mobilization of cleaning, gauging and inspection tools.	5% of Contract value
2	On completion of cleaning, gauging survey in each section.	5% of contract value (in pro rata value for each section)
3	Immediately after completion of IP Tool Runs (MFL,TFI & XYZ) in each section.	25% of contract value (in pro rata value for each section)
4	Upon submission of report for dig verification in sections.	10% of Contract value (in pro rata value for each section)
5	Upon completion of successful Dig verification in each section.	20% of contract value (in pro rata value for each section)
6	Upon submission of complete inspection/survey reports and accepted by OIL.	35%

ANNEXURE-AA:**CERTIFICATE OF ANNUAL TURNOVER & NETWORTH**

(To be issued by practicing Chartered/Cost Accountant Firm
on their Letter Head)

TO WHOM IT MAY CONCERN

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

YEAR	TURNOVER (₹)	NET WORTH (₹)

Place:

Date:

Seal:

Membership Code and Registration No.

Signature

4.0 BID FROM INDIAN COMPANY/INDIAN JOINT VENTURE COMPANY WITH TECHNICAL COLLABORATION/JOINT VENTURE PARTNER:

4.1 In case, the bidder is an Indian Company/Indian Joint Venture Company who does not meet the experience criteria as per Clause No. A. 1.1. i) above, may also bid on the strength of Technical Collaborator/Joint Venture Partner provided all the following criteria are complied:

(a) The primary bidder shall have the experience of successfully completing at least 01 (One) No of contract for providing oilfield services relating to oil and gas well operations like Drilling/Workover/Production Testing/Wellhead Flow Assurance/ESP operations/Wellhead Production Facility /Matrix Acidization/Well Stimulation/Sand Control, during the last 07 (Seven) years prior to the original bid closing date. In support of the experience, the bidder shall submit documentary evidences as per clause A. 1.1. ii) above.

(a) The primary bidder shall meet the sub-clauses 1.0, 2.0, 3.0, 4.0 and 5.0 under Clause B. 'FINANCIAL EVALUATION CRITERIA' below.

(b) The Technical Collaborator/Joint Venture Partner at its own shall meet the experience criteria A. 1.1. i) above. The experience of the Technical Collaborator/Joint Venture with other firms will not be qualified. In this regard, the documents establishing experience of the Technical Collaborator/Joint Venture Partner shall be submitted as per clause A. 1.1. ii) above.

4.2 Indian bidders quoting based on technical collaboration/joint venture, shall submit a Memorandum of Understanding (MOU)/Agreement with their technical collaborator/joint venture partner clearly indicating their roles under the scope of work which shall be addressed to OIL and shall remain valid and binding for the contract period under this tender.

4.3 BID FROM CONSORTIUM OF COMPANIES:

In case, the bidder is a consortium of companies, the following requirement should be satisfied by the bidder:

- (a) The Leader of the consortium shall satisfy the minimum experience requirement as per clause No. A. 1.1. i) or the clause A. 1.2. (a) above.
- (b) If the Leader of the consortium meets the clause A. 1.2. (a) but does not meet the requirement as per clause No. A. 1.1. i), then any of the consortium members shall individually meet clause A. 1.1. i).
- (c) The consortium members shall have to meet the financial criterion mentioned.
- (d) The leader of the Consortium can submit bid on behalf of consortium of bidders. Memorandum of Understanding (MOU) between the Consortium members duly executed by the CEOs of the consortium members and Notarized must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. However, the Leader of the Consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the 'Scope of Work' of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any. The following provisions should also be incorporated in the MOU executed by the members of the Consortium.
- (e) Only the Leader of the consortium shall register in the e-tender portal and submit bid on behalf of the consortium. The other members of the Consortium shall ratify all the acts and decisions of the Leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.
- i) The Bid Security shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and name & address of consortium members. Similarly, the Performance Security shall be in the name of the Leader on behalf of the consortium.
- ii) The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/misunderstanding/undefined activities, if any, amongst all the consortium members.
- iii) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium/joint venture members.
- iv) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.
- v) In case of Consortium bids, the bid shall be digitally signed by the leader of Consortium. The Power of Attorney from each member authorising the leader for signing and submission of Bid on behalf of individual member must

accompany the Bid offer.

vi) Documents/details submitted with the bidding document pertaining to qualification must be furnished by each partner/member of consortium and should be complete in all respects clearly bringing up their experience especially in the form of work in their scope.

vii) Signing of Contract: In the event of award of contract to the consortium, the contract to be signed by the members of the consortium and the liability of each one of them shall be jointly and severely.

viii) Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such case will be summarily rejected. Further, all bids from parties with technical support from the same Principal will be rejected.

4.4 Bidder(s) quoting in Collaboration/joint venture Partnership/ Consortium with any firm are not allowed to quote separately/independently against this tender. The collaborator is also not allowed to quote separately/independently against this tender. All the bids received in such case will be summarily rejected.

4.5 ELIGIBILITY CRITERIA IN CASE BIDS 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. A. 1.1 (i) and B. 1.0 & 2.0 can also be considered provided the Bidder is a subsidiary company of the parent company [supporting company] in which the parent company has 100% stake or parent company can also be considered on the strength of its 100% subsidiary [supporting company]. 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-subsubsidiary 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. In both the situations mentioned above, following conditions are required to be fulfilled/documents to be submitted:

(i) Undertaking by the supporting company to provide a Performance Security (as per format and instructions enclosed at Proforma XX), equivalent to 50% of the value of the Performance Security which is to be submitted by the

bidding company, in case the supported bidding company is the successful bidder. In cases where foreign based supporting company does not have Permanent Establishment in India, the bidding company can furnish Performance Security for an amount which is sum of Performance Security amount to be submitted by the bidder and Performance Security amount required to be submitted by the supporting company. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

(ii) Undertaking from the supporting company to the effect that in addition to invoking the Performance Security submitted by the contractor, the Performance Security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.

Note: In case Supporting company fails to submit Performance Bank Guarantee as per (i) above, Bid Security submitted by the bidder shall be forfeited.

4.6 Bidders quoting on the technical strength of Technical collaborator /Subsidiary/Parent company experience/Joint Venture Partner experience (who qualifies the Technical requirement as per the tender qualifying criteria) should provide the respective services including key personnel for a minimum duration of 50% of the Contract period during execution of the contract. A declaration as per Proforma ZZ in this respect to be submitted as part of technical bid.

5.0 PURCHASE PREFERENCE CLAUSE:

5.1 Purchase Preference to Micro and Small Enterprises:

5.1.1 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.

5.1.2 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.

5.1.3 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.

5.1.4 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.

5.1.5 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.

5.2 Purchase preference Policy (linked with Local Content) (PP-LC)

5.2.1 Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG shall be applicable in this tender (Annexure- XII enclosed).

5.2.2 Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified at clause No. 37.0 of ITB and shall have to submit all undertakings/documents applicable for this policy.

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.

*******END OF BEC / BRC*******

PART-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) "Wilful 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 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 equipment, personnel etc. should be initiated by Contractor immediately after issuance of LOA by the Company.
Mobilization shall be deemed to be completed when Contractor's all equipment and manpower are placed at the nominated site and in readiness to commence Work as envisaged under the Contract duly certified by the Company's authorized representative.
- 2.3 **DATE OF COMMENCEMENT OF CONTRACT:** The date on which the LOA issued as certified by the Company's representative will be treated as the date of Commencement of Operation. The Commencement Date of the Contract will be reckoned from the day mobilization is completed as defined under Clause No. 2.2 above.
- 2.4 **DURATION OF CONTRACT:** The contract shall be for a period of 244 Days [eight months] from the commencement of the Contract.
- 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 way.
- 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 their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 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. The period of time for which each rate shall be applicable shall be computed from and to the nearest hour. The rates contained in the Contract shall be based on Contractor's operation being conducted on a seven (7) days week and a twenty-

four (24) hours work day. Under the Contract, Contractor will be entitled to the applicable rate defined in **Part-IV**. These rates are payable when the required condition has existed for a full 24 hours period. If the required condition existed for less than 24 hours, then payments shall be made on pro-rata basis.

- 4.2 Allow Contractor 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 this contract.

5.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR

- 5.1 Contractor warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.
- 5.2 The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. Upon Company's written request, contractor, entirely at its own expense, shall remove immediately any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work.
- 5.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan/ field site, enroute/ local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard. However, Company shall provide available medical assistance/facilities to Contractor's Personnel in case of emergency at its own establishment on chargeable basis.
- 5.4 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.

9.0 GOODS AND SERVICES TAX

9.1 GENERAL REMARKS ON TAXES & DUTIES:

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

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

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

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

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

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

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

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

- 9.7 **Where the OIL is not entitled to avail/take the full input tax credit of GST:**
- 9.7.1 OIL will reimburse **GST** to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of **GST** subject to the ceiling amount of **GST** as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which **GST** is applicable will be modified on pro-rata basis.
- 9.7.2 The bids will be evaluated based on total price including **GST**.
- 9.8 Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.
- 9.9 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of **GST** against such invoice.
- 9.10 **GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/vendor, OIL shall withhold the payment of **GST**.
- 9.11 **GST** payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.
- 9.12 Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is /liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.
- 9.13 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 9.14 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be

provided to the contractor/vendor.

- 9.15 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.
- 9.16 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- 9.17 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/ taxes finally assessed is on the lower side.
- 9.18 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.
- 9.19 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 9.20 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 9.21 In case of statutory variation in **GST**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
- Beyond the contract period, in case OIL is not entitled for input tax credit of **GST**, then any increase in the rate of **GST** beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate **GST** shall be passed on to the OIL.
- Beyond the contract period, in case OIL is entitled for input tax credit of **GST**, then statutory variation in applicable **GST** on supply and on incidental services, shall be to OIL's account.
- Claim for payment of **GST**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST**, otherwise claim in respect of above shall not be

entertained for payment of arrears.

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

- 9.22 The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.
- 9.23 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 9.24 OIL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 9.25 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

9.26 Documentation requirement for GST:

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

Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;

- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST, CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative. GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner:
 - (i) The original copy being marked as ORIGINAL FOR RECIPIENT;
 - (ii) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
 - (iii) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

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

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

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

10.0 **INSURANCE:**

10.1 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 subcontractor, Contractor may self-insure the same.

10.2 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:

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- 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.
- 10.3 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 10.4 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 10.5 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.
- 10.6 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.
- 10.7 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on

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the Company and to the extent of the liabilities assumed by Contractor under this Contract.

- 10.8 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.

11.0 CHANGES:

- 11.1 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.

- 11.2 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 (**Part-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 14 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.

12.0 FORCE MAJEURE:

- 12.1 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.

- 12.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall

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notify the other party in writing within 72 (Seventy-Two) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

- 12.3 Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (seventy-two) hours after its occurrence the 'force majeure' rate shall apply for the first 10(ten) days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond 10(ten) 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 10(ten) days force majeure period unless otherwise agreed to.

13.0 **TERMINATION:**

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

- 13.2 **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 12.0 above.

- 13.3 **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.

- 13.4 **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.

- 13.5 **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.

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- 13.6 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.
- 13.7 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.
- 13.8 **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.
- 13.9 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.
- 13.10 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.
- 14.0 **SETTLEMENT OF DISPUTES AND ARBITRATION:**
- 14.1 **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

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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)
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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.

14.2 Arbitration clause for Settlement of commercial disputes between Central Public Sector Enterprises (CPSEs) inter se and CPSE(s) and Government Department(s)/Organizations(s) Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD).

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

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

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15.0 NOTICES:

- 15.1 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:

Company

a) For contractual matters

GM (Contracts)
OIL INDIA LIMITED
PO Udayan Vihar - 781171
ASSAM, INDIA
Fax No. 91-0361-2595601
Email: ellora@oilindia.in

b) For technical matters

CGM (PLM&S)
OIL INDIA LIMITED
PO Udayan Vihar - 781171,
Assam, India
Phone No. 91-0361-2595007
Email: shyamal@oilindia.in

c) Contractor

Fax No. :

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

16.0 SUBCONTRACTING/ASSIGNMENT:

- 16.1 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.

- 16.2 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."

17.0 MISCELLANEOUS PROVISIONS:

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- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 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.

18.0 LIQUIDATED DAMAGES:

- 18.1 Liquidated damages on account of Delay in Mobilisation and/or Completion of Job/Work.

18.1.1 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 as per the contract, the Contractor shall be liable to pay liquidated damages @ 0.5% (half percent) of total contract value per week or part thereof of delay subject to maximum of 7.5% (seven & half percent). Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilisation period till the date of commencement of Contract as defined in Clause No. 2.0 of Section-I of Part-3.

18.1.2

If the Contractor fails to mobilise within 15 weeks after the stipulated date, then the

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Company reserves the right to cancel the Contract without any compensation whatsoever.

18.1.3 If the Contractor fails to Complete the Job / works within the completion dates as per the contract, he shall be liable to pay liquidated damages (LD) for the delay @ 0.5% of the total contract value per week or part thereof of delay subject to maximum of 7.5%.

18.1.4

The total amount of liquidated damages on account of delay in mobilisation and/or completion of Job/ Works shall not exceed 7.5% of the total Contract Value.

18.2 The Company (OIL) shall deduct the amount of such liquidated damage from any money due or which may become due to the Contractor under this Contract, and/or recover such liquidated damage from the Performance Guarantee of the Contractor.

18.3 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.

19.0 **PERFORMANCE SECURITY:** The Contractor shall furnish to Company a Bank Guarantee amounted to 10 % of estimated total Contract Price with validity of 3(three) months beyond the contract period towards performance security. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil 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.

20.0 **ASSOCIATION OF COMPANY'S PERSONNEL:** Company's engineer/chemist 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.

21.0 **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.

22.0 **LIABILITY:**

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- 22.1 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.
- 22.2 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.
- 22.3 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.
- 22.4 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.
- 22.5 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

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harmless Contractor from and against such loss or damage and any suit, claim or expense resulting there from.

- 22.6 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.
- 22.7 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.
- 22.8 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.
- 23.0 **LIMITATION OF LIABILITY:** Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and/or Criminal Acts,
- (a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.
- (b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

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- (c) Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

24.0 INDEMNITY AGREEMENT:

- 24.1 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.
- 24.2 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.

- 25.0 **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.

- 26.0 **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).

- 27.0 **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:
 - i) For non-completion of jobs assigned as per Section-II.
 - ii) Contractor's indebtedness arising out of execution of this Contract.
 - iii) Defective work not remedied by Contractor.

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- iv) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- v) 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.
- vi) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- vii) Damage to another Contractor of Company.
- viii) All claims against Contractor for damages and injuries, and/or for non- payment of bills etc.
- ix) 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-held.

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.

28.0 APPLICABLE LAW:

- 28.1 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.

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28.2 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) GST Act
- l) Customs & Excise Act & Rules

29.0 **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.

30.0 SUBSEQUENTLY ENACTED LAWS:

30.1 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

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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.

- 30.2 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.
- 30.3 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.
- 30.4 Notwithstanding the provision contained in clause 30.1 to 30.2 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.
 - i. Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.
 - ii. Other taxes & duties including Customs Duty, Excise Duty and GST in addition to new taxes etc. in respect of sub-contractors, Contractors, agents etc. of the Contractor.
- 30.5 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:
- iii. Details of each of the input services used in relation to providing service to Company including estimated monthly value of input service and GST amount.

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- iv. 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.

31.0 **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.

32.0 **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.

33.0 **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.

34.0 PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT:

34.1 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.

34.1.1 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.

34.2 **MANNER OF PAYMENT**: All payments due by Company to Contractor

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shall be made at Contractor's designated bank. All bank charges will be to Bidder's account.

- 34.3 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.
- 34.4 **INVOICES:** Mobilization charges will be invoiced only upon completion of mobilization. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company.
- 34.5 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.
- 34.6 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.
- 34.7 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.
- 34.8 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 34.3 above.
- 34.9 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.
- 34.10 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.

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- 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.

34.11 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.

35.0 APPROPRIATE ACTION AGAINST DEFAULTING BIDDERS / CONTRACTOR UNDER BANNING POLICY OF OIL.

In case of corrupt, fraudulent, collusive and coercive practice by the bidder/ contractor in respect of the subject tender/contract, as well as non-compliance / non-performance in respect of certain provisions of tender document/contract, the bidder / contractor shall be dealt as per the Banning Policy (available in OIL's website: www.oil-india.com) of Company.

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

36.0 POLICY ON STARTUP AND MSE VENDORS: OPPORTUNITY TO STARTUP AND MICRO & SMALL ENTERPRISES

In case a Startup [defined as per Ministry of Commerce and Industry (Department of Industrial Policy and Promotion, DIPP) latest notification]/ MSE is interested in supplying the tendered item but does not meet the Pre-Qualifying Criteria (PQC)/ Proven Track Record (PTR) indicated in the tender document, the Startup/MSE is requested to write a detailed proposal separately, and not against the present tender requirement, to the tender issuing authority about its product. Such proposals shall be

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accompanied by relevant documents in support of MSE (where applicable) or in case of Startup, following documents shall be given:

1. Certificate of Recognition issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.
2. Certificate of incorporation.
3. Audited Profit & Loss (P&L) Statement of all the Financial' Years since incorporation. In case where the Balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO/ CFO stating the turnover of the bidding entity separately for each Financial Years since incorporation along with a declaration stating the reason for not furnishing the audited P&L Statement. This certificate shall be endorsed by a Chartered Accountant/Statutory Auditor.

The Proposal shall be examined by OIL and OIL may consider inviting a detailed offer from the Startup/ MSE with the intent to place a TRIAL or TEST Order, provided the Startup/MSE meets the Quality and Technical Specifications.

In case the Startup/ MSE is successful in the Trial Order, the vendor shall be considered for PQC exemption/ relaxation (as the case may be) for the next tender for such item till the time it remains a Startup/ MSE.

*******END OF GENERAL CONDITIONS OF CONTRACT*******

PART-II

TERMS OF REFERENCE

1.0 **PREAMBLE:** Oil India Limited owns and operates a 1369 km-long crude oil trunk pipeline system with 11 Pump Stations in the Eastern region of India. The pipeline, which has been functioning for a period of over 40 years, transports crude oil produced in the North Eastern region to four refineries in this part of the country and crude oil from outside this region to one refinery at Bongaigaon, Assam. OIL's Pipeline is accredited with ISO 9001, ISO 14001 and OHSAS 18001.

1.1 The Company has already carried out ILI of 756 km long 355.6 mm (14") dia crude oil pipeline segment between NOONMATI(PS5) TO BARAUNI (PS10), in the first phase, in the year 2007-2008.

1.2 Now, as per OISD, OIL intends to carry out ILI of 756 km long 355.6 mm (14") dia section between Pump Station 5, Noonmati, Assam and Barauni Pump Station, Barauni, Bihar to assess the technical health of the pipeline. OIL transport crude oil from Barauni Pump Station, Begusarai to Pump Station 5, NOONMATI.

2.0 **BRIEF DESCRIPTION OF WORK/SERVICES:** Intelligent Pigging Survey (IPS) of OIL's 756 km long; 355.6mm (14") dia crude oil pipeline between Pump Station 5, Noonmati, Assam to Barauni Pump Station, Barauni, Bihar by using state-of-the-art High Resolution MFL, TFI and XYZ mapping tool.

3.0 **SCOPE OF WORK:** The scope of work shall broadly be as under:

3.1 The Contractor shall engage specialized and other skilled personnel and any other facilities required to conduct a metal loss survey of the pipeline.

3.2 The Contractor shall determine internal and external metal loss due to manufacturing or construction defects, corrosion, erosion, mechanical damage or otherwise to establish the baseline data of the pipeline along with XYZ mapping of the pipeline.

3.3 The Contractor shall submit a full survey report detailing accurately three dimensional size, location and orientation of each and every anomaly detected by analysis of the inspection data in a mutually agreed format after completion of the metal loss survey.

3.4 The Contractor shall make an assessment of inspection data using acknowledged defect analysis criteria such as latest edition of ANSI B31 G (Modified) & R-Streng defect acceptance criteria, to be mutually agreed upon and shall report the following:

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- i) Recommend safe Maximum Allowable Operating Pressure (MAOP) for each sector of the pipeline surveyed.
- ii) Recommend and prioritize the repair of those defects required to be carried out to operate the pipeline at 72% of Specified Minimum Yield Strength (SMYS).

4.0 INITIAL SURVEY AND PRELIMINARY WORKS:

a) The relevant details of OIL's pipeline are given in Annexure-I, Annexure-II, & Annexure-III. The information contained in Annexures are based on available records with the Company and may not form a basis for inspection programme evaluation. Accuracy of these information may be verified by the Contractor prior to running of the inspection tool, if felt necessary. For the convenience of identification, the term '14" Sector' shall apply to the entire length of 756 Km of 355.6 mm (14") diameter pipeline between Pump Station 5, Noonmati and Barauni Pump Station, Barauni. The present system comprises of fifteen (15) Pigging Sections of 50 Km. (approx) length as indicated in Annexures. The length of each Pigging Section for inspection run will be approximately fifty (50) kilometers. Depending on the throughput, the time taken by the inspection-tool for travel from one Pigging Station to the next Pigging Station may exceed 24 hrs.

b) The Contractor will evaluate all relevant drawings; alignment sheets and any other related features/facilities existing in the pipeline system and will assess the requirement for successful inspection operation.

c) The contractor shall carryout necessary pre inspection operations to ensure desired level of inspection performance requirement. In this regards, the contractor shall formulate necessary cleaning programme in consultation with OIL.

d) The Contractor shall ascertain and satisfy themselves for the desired level of cleanliness prior to undertaking each IP Tool run. Cleaning of the pipeline forms part of the inspection operation and time taken to achieve the desired level of cleanliness shall not be counted as a time for standby day rate. Extra cleaning PIG runs if necessary, then the contractor has to run the required number of extra pigs to achieve the degree of cleanliness at no extra cost to OIL. However, the debris collected during the cleaning shall be disposed off by the Company.

e) Activities such as marking of the entire terrain of the pipeline and installation of 'reference points' will be responsibility of the Contractor. The Company will however extend required assistance for carrying out the job conveniently in the form of co-coordinator. To achieve the objective with seemingly reduced effort, the Contractor is advised /expected to equip themselves with Geo- positioning system and Electronic/Magnetic marker, in adequate numbers with in-built power source.

f) The maximum distance permitted for positioning of bench-marker is 1(one) km. However, the contractor is free to use any permanent pipeline feature such as Valves, Tee etc. as reference points. In case during any IP

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Tool run, 3(three) consecutive reference points are not recorded, such runs shall not be acceptable. In such events the contractor has to re-run the tool at their own cost for that section / sections.

g) It will be the sole responsibility of the Contractor to ensure that inspection tool passage is not interfered with, in any way and its performance is not obliterated by the presence of any undesirable features or objects in the pipeline. The Contractor shall formulate necessary inspection programmed for this purpose. All tools and equipment required for this shall be supplied by the Contractor.

5. INSPECTION: -

5.1 Type of Inspection Tool: The Contractor must use **High Resolution ILL Tools(MFL, TFI & XYZ mapping)** The tool shall record all data in a digital, solid-state format. Performance of the tool shall be compliant to all internationally accepted Codes & Standards, such as latest edition of ANSI B 31.G (modified).

5.2 Detection:

a) **Detection of defects:** Defects of the following types shall be detected and reported:

Metal loss features such as

- i) Corrosion (pitting and general).
- ii) Pipe Mill features
- iii) Construction features.
- iv) Gouging (Axial/Circumferential).

b) Pipe-tally.

- i) Numbering of all pipe joints & listing of all girth welds by log distance and their thickness
- ii) Listing of all joints length.
- iii) Listing of Shorted Casings
- iv) Listing of all pipeline installation including valves, fittings, CP points, sleeves, patches, branch-offs etc and their geographic coordinates

5.3 Performance Requirements/Specifications:

a) **Internal/External Defect Discrimination:** The inspection services shall discriminate between internal and external metal loss features in the pipeline.

b) **Accuracy of Defect Location & Defect Measurement:** The dimensional accuracy of reported defects shall be as follows;

Description, Defect size (Length X Width)	Min. defect depth detected at the confidence	Accuracy of defect size measurement at the confidence level of 80%		
		Length	Width	Depth

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		level at 90 %(POD)			
a	General corrosion(4t X 4t)	0.05 t	± 10 mm	± 10 mm	± 0.1t
b	Pitting corrosion (2t X 2t)	0.08 t	± 10 mm	± 10 mm	± 0.1t
c	Pinhole (0.5t X 0.5t)	0.1t	± 10 mm	± 10 mm	± 0.1t
d	Circumferential grooving (4t X 2t)	0.05 t	± 10 mm	± 10 mm	± 0.1t
e	Axial grooving (4t X 2t)	0.05 t	± 10 mm	± 10 mm	± 0.1t
f	Circumferential crack (0.03 mm X 30 mm)	0.15 t	-	± 15 mm	± 0.15t
g	Axial crack (30mm X .03 mm)	0.15 t	± 15 mm	-	± 0.15t
m	Accuracy of dent size measurement				
	Depth, % of D				± 0.25
	Minimum dent depth detected at the confidence level of 90% (POD)mm				
	Width,mm				± 10
	Length , mm				± 10
n	Flaw location accuracy from a ring weld seam, mm				± 100 mm
o	Flaw orientation accuracy , degree				± 5
p	Accuracy of pipe wall thickness measurement, %				± 5
q	Accuracy of pipe length measurement				± 0.1 %
r	Accuracy of bend radius measurement				0.1 D
s	Range of the bend radius measurement				1,5..... 1000D
	Detection of manufacturer flaws (yes/no)				Yes
	Location of ring weld seams, taps and other pipeline construction elements (yes/no)				Yes
	Detection of metal items situated close to pipeline (yes/no)				Yes
	External/Internal flaw discrimination(yes/no)				Yes

- d) **Shorted Casing:** The inspection services shall recognize and report location of the contact of casing-pipe to the carrier pipe
- e) **Repair Recognition:** The inspection services shall recognize and report field repairs, such as patches, sleeve etc which have already been carried out on the pipeline.
- f) **Others:** The inspection services shall recognize and report location of existing pipeline features.
- g) **Verification of Results:** After satisfactory completion of ILI Tool run

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in each section, the contractor shall offer 3-defect locations for 'joint verification' - including a minimum of 2 external corrosion locations, distributed uniformly along the pigging-sections. Out of the 3 locations offered, the company, at its own discretion will select any 1 location and verify the defects after exposing the pipe at those location, in presence of contractor's representative. Measurement will be taken jointly to characterize the defect

Measurement of defects verified jointly, shall match the specification as set-forth herein above. In case dig-site verification results in any section do not match as mentioned above, the contractor shall offer another 3(Three) locations for fresh verification in the same section. If verification results of fresh locations again do not match, 're-run' of the same section shall be carried out at no extra cost or risk to the company. Based on rerun results, the contractor shall offer three numbers fresh locations for joint verification and this time also if results do not match, no payment shall be made against this section. Payment shall be released on successful verification of dig-site.

5.4 INTERPRETATION OF INSPECTION DATA AND REPORTING:

- a) **Report:** Subsequent to data analysis by the contractor, the findings of the pipeline inspection shall be furnished to the Company in a detailed report in hard copies and proprietary data management software designed as per POF 2016 or latest edition. This report shall contain information as given below:
- i) Listing of all metal loss zones indicating severity grade, orientation absolute location and type of defects.
 - ii) Location, Orientation and three-dimensional sizing of defects indicating the MAOP for each metal loss feature ranging from 10% and above of nominal pipe wall thickness.
 - iii) Submit a list of locations needing repairs, recommend safe MAOP for each section of pipeline surveyed and a prioritized list of locations needing repair of defects to be carried out to operate the pipeline at 72% of SMYS based on ANSI B31.G (modified) latest edition.
 - iv) List of all shorted casing indicating location and the position of shorting of the casing to the carrier pipe;
 - v) List of pipeline features;
 - vi) Pipeline tally including pipe joints layout.
 - vii) XYZ mapping with longitudinal accuracy +/- 1 meter, latitude accuracy +/- 1 meter and elevation accuracy +/- 1 meter
 - viii) Severity Analysis for all metal loss, features having metal loss greater than 20% for all detected features.
 - ix) Velocity of the Intelligent Pig along the length of the pipeline.
 - x) Recommendation for repair report with time frame.
 - xi) Fitness for Purpose (FFP) report as per latest ASME B31G standard latest edition.
 - x) Submit a consolidate summary report of all pigging segments.

b) Reporting format:

- i) In addition to the written report, the Contractor shall furnish software version of the report including a hard copy in a PC compatible format with necessary system configuration. The reporting shall include the pipeline inspection data. The Contractor shall grant to the Company the perpetual right to use the software package.

c) Corrosion Growth Rate analysis and RLA Study: - Corrosion growth rate analysis based on previous ILI runs to be provided in the Fitness for Purpose (FFP) report. Based on the above, the remaining life assessment (RLA study) including year wise failure prediction if any to be carried out .

d) Style of reporting:

Individual report sheets shall be suitably bound in one comprehensive volume, which shall also include details of the inspection operation and of the inspection equipment used, to form a Complete record. The main report section shall contain the following information:

1. Operator's name (s) and identity.
2. Instrument(s) used (including serial no's)
3. Procedure and technique used is survey.
4. Period of survey.
5. Calibration; search parameters and sensitivity.
6. Error parameter.
7. Method of acquisition, compilation and analysis.
8. The written report on the Survey with graphical representations shall at least contain the following, in a suitable format:

Metal loss' listing: A record of all reportable metal loss in actual dimensions of Length, width and maxim-depth, showing distance from reference point and orientation and specifying whether internal /external. All metal loss features shall further be segregated into separate lists for all pitting having depths as specified in clause 5.3b) above. Further 8 more lists (for general corrosion) based on severity level shall be submitted as given hereunder:

1. Metal loss greater than 10% to 30% of wall thickness.
2. Metal loss greater than 30% to 45% of wall thickness.
3. Metal loss greater than 45% to 60% of wall thickness.
4. Metal loss greater than 60% to 80% of wall thickness.
5. Metal loss greater than 80% of wall thickness.
6. Defects / features with ERF value > 1.0
7. Defects / features with ERF value between 0.9 to 1.0
8. Defects / features with ERF value 0.85 to 0.9

(ERF = Estimated Repair Factor.)

In this listing discriminations shall be made between external and internal pipe wall defects.

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‘Pipeline-tally’: A computer listing of all pipeline features designated by distance like scrapper traps, valves, bench markers, fixtures and fittings, length of each casings pipes etc. shall be provided. A listing of all features like pups, patches, having variations in wall thickness etc. shall be designated by their length & distance from reference point. Details including graphical representation of 5 pipe joints each, on the upstream and downstream of all defect-locations, having metal loss greater than 0.1t showing distance from nearest above ground reference point.

Presences of metal-loss features along with mechanical damages like dents etc shall be separately listed.

Reporting software:: In addition to the above information in hard copy, the contractor shall provide a PC-based data interpretation and analysis software package, capable of managing large and diverse quality of inspection data. The software should be capable of presenting inspection data in textual as well as hi-resolution graphics format in the monitor screen or on print. Such softwares shall have the facility to allow the Company to add its own data files of pipeline inspection records, having flexibility to data file merging, record annotation and interactive analysis.

The soft wares

Shall have following as minimum properties:

- Menu driven command interface.
- Comparison of earlier ILI reported defects data both display option i.e tabulation and graphical format.
- Icon driven report generation.
- Pipeline reference window.
- Text report window.
- Pipeline inspection catalogue.
- Pipeline zoom and pan.
- Pipeline feature search and ‘GO TO’.
- Pipeline segmentation.
- Interactive report.
- Print facility.

The data should be easily stored with Smart Query Function and extended in formats compatible with other database.

The submitted reports shall vbe compatible to any normal windows operating system

In addition, the software should have the capability to compare and display the significance of each defect-features, compared to internationally acceptable standards like ANSI B 31G (latest version).

d) Confidentiality:

The Contractor shall be required to keep the inspection report strictly confidential for a period of twenty (20) years following the inspection survey and under no circumstances will make it available to a third party during this period without the prior written consent of the Company. The Contractor shall be solely responsible for ‘loss’

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or 'damage' of the records due to any reason, including fire, theft etc. of the stored pipeline data while in his custody or control. In the event of such loss, the Contractor shall be responsible to redress the loss at his own cost.

e) Responsibility for Accurate Reporting:

Any omission or deficiency in reporting of defects as detailed under clause 5.2 and 5.3 hereof, the contractor shall remedy such omission or deficiency by reanalysis of the appropriate inspection data or otherwise to the full satisfaction of the Company at no extra cost to the company. In the event of failure of the Contractor to 'remedy' such omission or deficiency, the performance guarantee shall be invoked without prejudice to the right of the company to seek any other recourse under law.

f) Presentation of Inspection Report: The Contractor shall make available a qualified and experienced engineer to present and review the inspection report to the company. The contractor's engineer shall discuss in detail the content of the inspection report & shall satisfy Company in respect of its reliability and accuracy or any relevant details as asked for.

6.0 OPERATIONAL REQUIREMENTS:

- a) To prevent Pipeline blockage, the following shall be ensured:
 - i) All Contractor's pigs/inspection tools shall be propelled by the crude oil and hence there shall be no interruption in the pipeline operation.
 - ii) The Contractor shall provide suitable inspection tool or other tools designed to negotiate the pipeline without risk of blocking the pipeline.
 - iii) All the inspection tools supplied by the Contractor should preferably be designed such that if it gets stuck in the pipeline, the drive-cup should blow-through and create a 'bypass' facility for itself to continue its forward propel.
- iv) A means of pig tracking and locating shall be employed by the Contractor to report the progress and location of all pigs/inspection tools supplied by the Contractor.
- b) The Contractor shall take full responsibility for the insertion and retrieval of inspection vehicles from the launching and receiving traps. The Contractor shall also provide the required launch and receiver equipment designed to interface safely and efficiently with the pipeline configuration.

7.0 WORK PROGRAMME:

- a) The Contractor shall visit the pipeline locations in order to know and gather information on the pipeline system including crossings, launching/receiving traps, other relevant features and requirements of logistics as may be deemed necessary for successful execution of the work.
- b) A detailed work programme shall be required to be submitted to the

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Company showing the schedule of activities and the estimated time to be spent on each section for complete execution of the work taking into consideration the setting out time as stipulated in sub-clause 4.0 (e) hereof.

- c) As far as practicable, each Pigging Section for inspection/dummy tool run shall be determined and identified.
- d) The Contractor will undertake the work only after the Company approves the work programme.

8.0 List of Equipment:

The Contractor shall be equipped with the following minimum equipment:

Sl No	Description
1	355.6 mm (14") High resolution ILI Tools
2	Pushing & Pulling Bar
3	355.6 mm (14") Cleaning Brush Tools
4	355.6 mm (14") Profile Tool
5	Spare PU for ILI Tool
6	Spare PU for cleaning Tool
7	Above Ground Marker
8	External Electronics
9	Spare Odometer Wheel
10	Transmitter
11	Pig Locator
12	Spare wire
13	Battery for ILI Tools
14	Spare Battery for Pig Locator
15	Spare Battery for Transmitter
16	Tool Box

*******END OF TERMS OF REFERENCE*******

PART-III

Special Conditions of Contract (SCC)

Work Description: Intelligent pigging Survey(IPS) of 355.6 mm (14”) OD Noonmati Barauni Crude Oil Pipeline.

SPECIAL TERMS & CONDITIONS

1.0 GENERAL

- 1.1 Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC), Specifications of Work. Drawings and other documents forming part of this contract wherever the context so requires.
 - 1.1 Notwithstanding the sub-division of the documents into these separate parts and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract in so far as it may be practicable to do so.
 - 1.2 Where any portion of the GCC is repugnant to or at variance with any provision of the SCC, then the provision of the SCC shall be deemed to override the provisions of the GCC and shall, to the extent of such repugnance or variations prevail.
 - 1.4 Wherever it is mentioned in the specifications that the contractor shall perform certain works or provide certain facilities, it is to be understood that in addition to the items supplied by the company, the contractor shall do so at his own cost, being deemed to be part of the relevant item in the schedule of rates (SOR) whether specifically stated or not.
 - 1.5 The design and workmanship of all materials to be used / supplied by the Contractor shall satisfy the relevant Standards & Codes, besides the specifications & stipulations contained herein the contract specifications. The Contractor shall absorb all cost because of the additional involvements thereon.
 - 1.6 A pre-bid conference shall be organized by the owner to clarify the service requirement. Bidder may seek clarification to any of the issues and confusion, if any, in respect of the work.
It would be considered that bidder satisfied regarding the details furnished by the owner in the tender document, feasibility of the method of construction and other associated job.
- 2.0 Mobilization Time:**
The Contractor shall complete the mobilization within 90 days from the date of commencement of the contract. The mobilization shall be treated as complete only when the Contractor's personnel and equipment arrive at

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Company's designated site and are in a position to undertake / commence the work.

3.0 Association of OIL's Personnel

- 3.1 Company's engineers will be associated with the work throughout the operation and the Contractor shall be responsible for providing the necessary assistance and facilities pertaining to the work at worksites and base camps.
- 3.2 The Contractor shall provide necessary assistance and facilities at their Test Centers in their premises for minimum Two (2) Company's personnel in respect of the following:
- a) Inspection, Lab-Testing and Simulation-Run of the instrumented pig and other inspection tools to evaluate operational safety aspects and to study the requirements with regard to Company's pipeline system and modifications if any.
 - b) Inspection of the facilities for data interpretation and comparison with reports of other pipelines to enable drawl and formulation of maintenance and rehabilitation requirements for Company's pipeline system.
- 3.3 The Contractor shall associate minimum two nos. of Company's engineers for data interpretation and report generation at Contractor's premises after IP tool run is completed without any extra cost to company.
- 3.4 All the expenses to be incurred for the above inspection programme of Company's personnel at the Contractor's premises/Test Centre, as well as during the data interpretation phase, shall be borne by the Company.
- 4.0 **CONTRACTOR's OBLIGATION:** Contractor shall in accordance with and subject to the terms and conditions of this Contract:
- 4.1 The Contractor shall furnish full particulars of crew's e.g. name, nationality, passport number, date and place of issue and expiry date of passport, father's name, date and place of birth, designation etc., eight (8) weeks before the crew are due to arrive at site.
- 4.2 The Contractor shall primarily and solely be responsible for obtaining customs clearance for importation into India of the Contractor's equipment, materials and supplies in connection with the execution of the work.
- 4.3 The Contractor shall arrange the clearance of all equipment, spare parts, consumables, from customs and port authorities in India and shall pay all requisite port fees, clearance fees, transit agent fees, inland transportation charges from port to site etc.

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- 4.4 The Company will provide all reasonable assistance by issuing necessary letters of authority and relevant help as necessary. However, the primary obligation in this regard would be on Contractor and at no stage the Company shall be accountable or liable to any delay or consequence whatsoever.
- 4.5 The Contractor will be fully responsible for any unauthorized imports or wrong declaration of goods and will have to pay the penalty and other consequences as levied by the port/customs authorities for such unauthorized imports.
- 4.6 Demobilization shall be completed by contractor within 60 days of expiry/termination of the contract. All equipment (including unused spares & consumables) brought into India on re-exportable basis shall be re-exported by Contractor. In case of failure to do so in the allotted time hereof except under circumstances relating to force majeure, Company reserves the right to withhold Contractor's final settlement of bills.
- 4.7 The Contractor shall provide and be responsible for wages, salaries, vacation, transportation, bonus, special benefits, social charges, medical charges, food, accommodation, termination payments, income and other taxes and any other obligations including payments arising out of any other legal requirement at no extra charge to the Company for all the personnel deployed by the Contractor or its sub-contractors.
- 4.8 The Contractor shall be bound by laws and regulations of Govt. of India and other statutory bodies in India in respect of use of wireless sets, entry regulations, security restrictions, foreign exchange, work permits, customs etc. The Contractor shall arrange all work permits, entry permits, inner line permits etc. in respect of its staff under this contract.
- 4.9 It would be the sole responsibility of the Contractor to ensure that there is always ready availability of necessary stores spares and shall keep his equipment in good working condition for efficient performance of the work without any disruption. The contractor shall bear all the expenses on account of repair/ replacement of all owned equipment and appurtenance thereof consequent upon any damage/loss, non-performance during the course of operation.
- 4.10 The Company shall bear all cost for transportation of Contractor's equipment and personnel from site to site in connection with the work. The Contractor shall bear all transportation cost between site and port of entry and vice versa.
- 4.11 The Contract price shall remain firm and fixed during the execution of the Contract and not subject to variation on any account.

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4.12 The Contractor shall strictly adhere to work programme approved by the Company.

5.0 COMPANY'S OBLIGATIONS:

5.1 The Contractor shall arrange clearance of all imported items such as equipment, spares and consumable from customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/charges, port fees, clearing and forwarding agent fees/charges, inland transport charges etc. The Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents.

5.2 In the event of natural disaster, civil disturbances, epidemic etc the company shall arrange to provide same and similar help from local Govt/Administration for contractors personnel and equipment in line with company's own personnel and equipments. Security of personnel, tools, equipment etc. will be the sole responsibility of the contractor.

5.3 The Company shall allow the Contractor access, subject to observance of normal security and safety procedures, to all areas as required for orderly performance of the work.

5.4 The Company shall in accordance with the subject to the terms and conditions of this Contract, perform all other obligations required of the Company by the terms of this contract.

5.5 Company shall provide the following facilities free of cost to the Contractor:-

- (i) Site to site transportation of equipment between Pump Station.
- (ii) Loading and unloading facilities to the extent available at the site

5.6 The Company shall endeavor to extend security arrangements available at its works to the Contractor; however the Contractor shall be primarily responsible for security of its personnel and equipment.

6.0 THE CONTRACTOR'S PERSONNEL: The Contractor shall provide all assistances, physical/manual labour as may be required to perform the work. The deployment of physical assistance will have to be according to the rates prevalent at the time of engagement, which can be obtained from the District authorities of the area. The facilities to be given to such persons should conform to provisions of labour laws as per Contract Labour (Regulation and Abolition) Act, 1970 or amendment thereto and other applicable statutes and rules.

7.0 PROTECTION OF COMPANY'S PROPERTY AND EXISTING FACILITIES:

7.1 The contractor shall perform its works in such a manner as will prevent damage to the Company's pipeline and shall carry out the works in such a manner as to conform to, be consistent with and not interfere in any way with continuous and safe operation of the pipeline. In the event of

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disruptions in the normal pipeline operations during the run of gauging tool, cleaning tool and inspection tool for the reasons other than as specified in clause 8.0 hereunder, the Contractor shall pay the Company as follows:

- a) Rs. 3.6 million per day of shut-down of its operation on hourly pro-rata basis, and
- b) Cost of unrecoverable petroleum product spilled during such disruption/ damage, at the prevailing market price.

The aggregate amount of compensation payable to the Company for the above shall be limited to maximum of Rs.5.0 million per event.

Provided further that the foregoing shall also apply in case of a shutdown of normal pipeline operation due to obstruction caused by the contractor's equipment.

- 7.2 The foregoing clause 7.1 shall be applicable in the event of the contractor not able to rectify the problem within 6 hours of its occurrence.
- 7.3 The Contractor shall perform IP Survey and other related works in a suitable and safe manner so as to prevent damage to the company's property and conform to and be consistent with, operational practices of hydrocarbon pipeline. Any permanent damage/loss to the Company's pipeline, assets and plants due to actions undertaken by the contractor while providing the services under this Contract shall have to be remedied by the Contractor, entirely at their own cost. This cost shall include all expenditure on replacement in relation thereto, as may be incurred by the Company and not be limited to actual replacement cost of such damaged pipeline, assets or plants.

8.0 SHUT-DOWN OF PIPELINE OPERATIONS DURING INSPECTION & 'STANDBY':

- 8.1 In the event of shut-down of operations by the Company in excess of twenty (20) days, continuously or intermittently during the entire contract period, shut-down time shall only be considered for payment of 'stand-by'. The contractor shall plan and execute the job, so that the standby charge shall be limited to max 20 days for the entire contract period. "Shut down" period for payment of standby charges shall be considered under the conditions defined hereunder:-

A) Operational exigencies

- (i) Shutdown of pumping operation due to technical faults.
- (ii) Defect/damage occurring to the pipeline due to reasons other than the IPS operation which may need immediate repair.

B) Product delivery commitment

- a. Non availability of Crude oil.
- b. Non availability of ullage.
- c. Low throughput.
- d. Completion of delivery commitment.

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Shut down on any other account shall not be eligible for payment of Stand by charges.

- 8.2 On the event of 'shutdown' period exceeding 20 days, the contract period also shall get extended to that extent if required.
- 8.3 a) It will be deemed that the contractor has taken due care in design and selection / adequacy of the inspection vehicle or a dummy version thereof and that it will not result in a pipeline blockage under normal operating conditions.
- b) If contractor's equipment in the pipeline becomes stuck which is caused due to faults in the design and selection of the inspection equipment or any such reasons attributable to the contractor, then, The contractor shall be held responsible for such shut down and cost of shutdown shall be recovered as per clause no 7.0 from the Contractor. The contractor shall not be entitled for any standby rates for the period of such shut down of pipeline operation.

The contractor shall not have any right to terminate the contract during shutdown of this nature.

9.0 RE-RUN

Re runs shall only be permitted by owner after due assessment of the reasons for re-run and acceptance of re-run requirement.

No re run charges shall be payable for gauging and cleaning runs.

Re -run charges shall be payable only for intelligent pig in case such re-runs are necessitated due to reasons not attributable to the contractor like in a situation of accidental closure of downstream valve (ahead of pig), prolonged line shutdown, and such other very unusual circumstances. In such cases, the contractor shall be entitled to payment of re-run rates mentioned in the SOR. However, in such cases no standby charges, damages or any other charges shall be payable to the contractor except that the time extension without imposing price discount/liquidated damages may be granted to the contractor to the extent his work was affected.

However, no re-run charges shall be payable in case such re-runs are necessitated due to reasons attributable to the contractor.

The bidder is required to quote the prices for re-run as a percentage in the format described in schedule of rates .The percentage rate quoted shall in no case exceed 15%.

Bidders may note that for the purpose of evaluation of each price bid, the quoted cost of one re-run shall be added to the lump sum inspection cost for comparison of the price bids.

10.0 SAFETY REQUIREMENTS

- 10.1 Safe operation of inspection equipment and non-interference with the

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operation of the pipeline will be major requirements of the contract.

10.2 The Contractor shall be required to demonstrate compliance with the following principles and with relevant National or /and International standards:

A) Safety of Mechanical Components:

- i) All on-board electronic packages should be designed and tested to appropriate vibration and shock standards and the suspension units designed to keep the packages within these limits.
- ii) Cup material should be tested to an appropriate standard to ensure blow over and damage of cups and will have sufficient by pass facility.
- iii) All sub-assemblies/sub-systems should be tested individually on test benches in live conditions and fitted to a trial tool either in a test loop or a live pipeline.
- iii) Materials that may come into contact with the pipe wall should be selected such that they would wear preferentially in comparison to the pipe steel.
- iv) Lifting and handling of equipment should be designed and tested in accordance with an appropriate relevant standard.

B) Electrical Safety: Compliance with relevant standards for the design and testing of equipment for potentially flammable atmosphere shall be required to ensure that inspection tools do not present risk of ignition under pipeline conditions.

10.3 For each of the above tests, the Contractor shall be required to specify the appropriate National and/or International standard in accordance with which the tests shall be carried out.

10.4 Relevant test certificates shall be produced in each case.

10.5 Safety of all inspection procedure shall conform to Pipeline Operators Forum's Specifications and requirements for intelligent pig inspection of pipelines-2016 or latest edition.

11.0 ENVIRONMENTAL REQUIREMENTS

11.1 The IP Survey shall be based on an eco-friendly technology. The contractor shall be solely responsible to leave all pigging station clear of product spilled during launching and receiving of inspection tool and other tools. It shall also be the responsibility of the contractor to clear pigging stations of all other debris generated during the IP Survey. However, the Company shall provide necessary assistance as and when required

11.2 In pursuance of the above, Contractor shall ensure compliance with all rules and regulations on environmental protection stipulated in Company's own policies.

12.0 STANDARDS APPLICABLE TO THIS CONTRACT

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Reference in this Contract to a code, standard or specification, unless inconsistent with the Context or subject matter, is a reference to the latest edition issued by the applicable authority or organization.

These standards (Latest Edition) will form the minimum acceptable requirements upon which the work programme, personnel, equipment and reporting specification are based.

NACE SP 0102-2010	Transportation Systems for Hydrocarbons
BS 350	Conversion Factors and Tables
BS 2856	Precise conversion of Inch and Metric Sizes on Engineering Drawings.
BS 3683 :	Glossary of Terms used in Non Destructive Testing.
NACE SP 0102-2010 :	In-Line Inspection of Pipelines
API 1163:2005	In-line Inspection Systems Qualification Standard
POF Document	Specifications and requirements for intelligent pig inspection of pipelines 2016
ANSI / ASNT ILI-PQ-2005	In line Inspection Personnel Qualification and Certification
NACE Publication 35100: 2000	In-Line Non-destructive Inspection of Pipelines
ASME B 31 G 2009	Manual for Determining the Remaining Strength of Corroded Pipelines Supplement to B31 Code for Pressure Piping.
API 1160 :	Managing System Integrity for Hazardous Liquid Pipelines
ANSI/ASME B 31.4	Liquid Transportation Systems for Hydrocarbons
BS 3889	Methods for Non Destructive Testing of Pipes and Tubes.
BS 3920	Derivation and Verification of Elevated Temperature properties for Steel Products for Pressure Purposes.
BS 5555	Specification for SI Units and Recommendations for the use of their Multiples and of Certain Other Units.
BS 5750/ISO 9000	Quality Systems
BS 5775	Specifications for Quantities, Units and Symbols

SCHEDULE OF RATES/PAYMENT

Sl No	Description	Unit	Quantity	Rate	Amount
1	Cost of Intelligent Pigging Survey for 355.6 mm (14") OD Noonmati-Barauni crude oil Pipeline by High resolution ILI Tool(MFL, TFI&XYZ mapping)	KM	756		
	The job includes mobilization & demobilization of equipment & personnel, running of cleaning, gauging & ILI tools , collection & interpretation of data, submission of reports complete in all respect.				
2	Standby charges	Day	20		
3	Cost of re-run (Maximum 15% of the rate of Sl No 1 above)	KM	150		
	GST + other duties				
	Total				

The rates and charges indicated above shall apply to this contract.

A. Cost of IP Survey per line Kilometer:

- i) The job includes mobilization & demobilization of equipment & personnel, all the charges for the equipment/accessories, spares, consumables and repair maintenance of equipment/support infrastructure, medical of personnel, hire of any infrastructure and day to day operational requirement not specified hereof including taxes and fees which are the contractor's liability. Operating rate shall also include running of caliper tool, cleaning tools, inspection tool, data processing/ interpretation, draft report, verification of results and final report.
- ii) Operating rate per line Kilometer will be in terms of Kilometers of coverage measured from trap to trap
- iii) Payments shall be made on the basis of kilometerage of section pigged as per the rates shown in the price schedule, after completion of IP tool run in all respect, in an individual section.
- iv) Contractor shall raise bill in line with the rate shown in the price schedule for operation charges after completion of IP tool run in all respect in an individual section:

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SL. NO	ITEM/STAGE	% OF CONTRACT VALUE
1	On completion of mobilization of cleaning, gauging and inspection tools. **	5% of contract value
2	On completion of cleaning, gauging survey in each section.	5% of contract value(in pro-rata value for each section)
3	Immediately after completion of IP Tool Run (MFL,TFI & XYZ) in each section.	25% of contract value(in pro-rata value for each section)
4	Upon submission of report for dig verification in each section.	10% of contract value(in pro-rata value for each section)
5	Upon completion of successful Dig verification in each section.	20% of contract value(in pro-rata value for each section)
6	Upon submission of complete inspection/survey reports and accepted by OIL.	35%

** : Mobilisation charges of equipment and personnel will be payable by the Company when all equipment and crew are positioned at their appointed site (Noonmati, West Bengal and Bihar) free of defects and the Contractor is in a position to undertake/commence the works assigned under the Contract.

v) Any demurrage accrued on account of delayed clearance through customs and all clearance charges, port fees etc. will be to the Contractor's account entirely.

vi) Contractor shall provide Company with copies of Bills of Entry together with copies for the equipment/items imported in connection with execution of the contract. This is to ascertain the excess-customs duty paid by Company, if any. Any recovery for excess-customs duty paid shall be made from the Contractor out of the mobilization charges payable to them to the extent covered and the balance from their monthly bills.

To process the payment Contractor shall submit the invoice along with tool run report.

vii) The progressive payment referred to above shall be paid after the Contractor's submission of the 'Certificated Bill' for the actual work done.

B. Standby day rate: Standby day rate is an all-inclusive charge for personnel and equipment deployed. Standby day rate will be payable as per the terms and conditions stipulated in Clause No 8.0 of SPECIAL TERMS AND CONDITIONS.

C. Cost of Re-run : The bidder is required to quote the prices for re-run as a

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percentage in the format described in schedule of rates .The percentage rate quoted shall in no case exceed 15%. Re-run rate will be payable as per the terms and conditions stipulated in Clause No 9.0 of SPECIAL TERMS AND CONDITIONS.

13.0 In case of any contradiction between SCC and GCC, SCC will prevail.

*******END OF SCC*******

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PART IV - SOQ
PROFORMA-A

OIL INDIA LIMITED
(A Govt. of India Enterprise)

Description of Service: Intelligent pigging Survey(IPS) of 355.6 mm (14") OD Noonmati Barauni Crude Oil Pipeline.

TENDER NO. :CGG3751P20

SCHEDULE OF QUANTITIES (SOQ), SERVICE/WORK AND RATES

SL. NO.	DESCRIPTION OF WORK	Quantity (A)	Unit	RATE PER UNIT (B)		TOTAL AMOUNT C=(AXB) (In Rs.)	SERVICE ACCOUNTING CODE (SAC)	SPECIFY % OF GST ON (C)	TOTAL AMOUNT (D) = (C) + GST ON (C) (Rs.)
				In FIG	In WORDs				
IPS OF 14" CRUDE MAINLINE ASSAM SECTOR (PART- A)									
10	<u>INTELLIGENT PIGGING SURVEY</u> The job includes mobilization & demobilization of equipment & personnel, running of cleaning, gauging & ILI tools , collection & interprétation of data, submission of reports complete in all respect.	231	KM						
20	<u>STAND BY CHARGES</u>	3	DAY						

TENDER NO : CGG3751P20

SL. NO.	DESCRIPTION OF WORK	Quantity (A)	Unit	RATE PER UNIT (B)		TOTAL AMOUNT C=(AXB) (In Rs.)	SERVICE ACCOUNTING CODE (SAC)	SPECIFY % OF GST ON (C)	TOTAL AMOUNT (D) = (C) + GST ON (C) (Rs.)
				In FIG	In WORDs				
	Stand by day rate is an all-inclusive charge for personnel and equipment deployed. Standby day rate will be payable as per the terms and conditions stipulated in Section "SPECIAL TERMS & CONDITIONS" of the Tender Document								
30	<p><u>RE-RUN CHARGES</u></p> <p>Re-run rate will be payable as per the terms and conditions stipulated in Section "SPECIAL TERMS & CONDITIONS" of the Tender Document.The percentage rate quoted shall in no case exceed 15% of the quoted unit rate for item 10.0</p>	50	KM						

IPS OF 14" CRUDE MAINLINE WB SECTOR (PART- B)

TENDER NO : CGG3751P20

SL. NO.	DESCRIPTION OF WORK	Quantity (A)	Unit	RATE PER UNIT (B)		TOTAL AMOUNT C=(AXB) (In Rs.)	SERVICE ACCOUNTING CODE (SAC)	SPECIFY % OF GST ON (C)	TOTAL AMOUNT (D) = (C) + GST ON (C) (Rs.)
				In FIG	In WORDs				
10	<u>INTELLIGENT PIGGING SURVEY</u> The job includes mobilization & demobilization of equipment & personnel, running of cleaning, gauging & ILI tools , collection & interprétation of data, submission of reports complete in all respect.	288	KM						
20	<u>STAND BY CHARGES</u> Stand by day rate is an all-inclusive charge for personnel and equipment deployed. Standby day rate will be payable as per the terms and conditions stipulated in Section "SPECIAL TERMS & CONDITIONS" of the Tender Document	4	DAY						

TENDER NO : CGG3751P20

SL. NO.	DESCRIPTION OF WORK	Quantity (A)	Unit	RATE PER UNIT (B)		TOTAL AMOUNT C=(AXB) (In Rs.)	SERVICE ACCOUNTING CODE (SAC)	SPECIFY % OF GST ON (C)	TOTAL AMOUNT (D) = (C) + GST ON (C) (Rs.)
				In FIG	In WORDs				
30	<u>RE-RUN CHARGES</u> Re-run rate will be payable as per the terms and conditions stipulated in Section "SPECIAL TERMS & CONDITIONS" of the Tender Document.The percentage rate quoted shall in no case exceed 15% of the quoted unit rate for item 10.0	100	KM						

IPS OF 14" CRUDE MAINLINE_BIHAR SECTOR (PART- C)

10	<u>Intelligent Pigging Survey</u> The job includes mobilization & demobilization of equipment & personnel, running of cleaning, gauging & ILI tools , collection & interprétation of data, submission of reports complete in all respect.	237	KM						
20	<u>STAND BY CHARGES</u> Stand by day rate is an all-	3	DAY						

TENDER NO : CGG3751P20

SL. NO.	DESCRIPTION OF WORK	Quantity (A)	Unit	RATE PER UNIT (B)		TOTAL AMOUNT C=(AXB) (In Rs.)	SERVICE ACCOUNTING CODE (SAC)	SPECIFY % OF GST ON (C)	TOTAL AMOUNT (D) = (C) + GST ON (C) (Rs.)
				In FIG	In WORDs				
	inclusive charge for personnel and equipment deployed. Standby day rate will be payable as per the terms and conditions stipulated in Section "SPECIAL TERMS & CONDITIONS" of the Tender Document								
30	<u>RE-RUN CHARGES</u> Re-run rate will be payable as per the terms and conditions stipulated in Section "SPECIAL TERMS & CONDITIONS" of the Tender Document.The percentage rate quoted shall in no case exceed 15% of the quoted unit rate for item 10.0	50	KM						
TOTAL									
Total Price with GST(D) (In words) (PART A+B+C):									

TENDER NO : CGG3751P20

SL. NO.	DESCRIPTION OF WORK	Quantity (A)	Unit	RATE PER UNIT (B)		TOTAL AMOUNT C=(AXB) (In Rs.)	SERVICE ACCOUNTING CODE (SAC)	SPECIFY % OF GST ON (C)	TOTAL AMOUNT (D) = (C) + GST ON (C) (Rs.)
				In FIG	In WORDs				
Total Price excluding GST(C) (In words) (PART A+B+C)::									

Special Notes:

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

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

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

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

5. Refer GST Clauses(**Clause no. 31 of GCC**).

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6. Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.
7. Bidders are also requested to refer the Taxes and Duties clause during GST regime attached vide **Annexure-I** (refer bid document) for compliance
8. Amount of GST shall not be included by the Contractor in their quoted price. OIL will reimburse the GST to the CONTRACTOR against submission of invoices issued in accordance with GST Rules,
9. Bidder shall furnish this Form duly filled in all respects along with his price part. However, Bidder is required to furnish this **Form indicating only the Rate of Duty/ Tax (%)** as per Column (d) along with his un-priced part.
10. The rate of GST indicated in this format shall be considered for statutory variation as per the provisions of bidding document.
11. **GST quoted above shall be considered for evaluation as per provisions of Bidding Document.**
12. Contractor shall indicate total GST amount payable under the contract in this format. However, if Services, to be provided by the Contractor, falls under the category defined under reverse charge rule of GST then the liability of deposition of GST to the tax authority by the Contractor, and by the Owner shall be dealt in accordance with Notifications issued on reverse charge rule of GST by Government of India from time to time.
13. Bidders are requested to quote for all the items mentioned above. Bids will be evaluated considering the entire requirement as above. The Rates/amounts should be quoted by the Bidders inclusive of all applicable taxes and duties, however, GST payable to be shown separately.
14. Price Bid should be signed and sealed by the Authorised signatory of the Firm.

*******END OF SCEDULES OF RATES*******

PAYMENT TERMS

Payment shall be done as per monthly GST Invoice raised by the Construction Manager as per actual quantities of SOR quantities utilized during that month.

Measurement sheet signed by RCM and certified by OIL's Engineer will be provided along with the Invoice. Supporting documents related to measurement sheet shall be submitted.

0 PAYMENT TERMS:

SL. NO	ITEM/STAGE	% value
1	On completion of mobilization of cleaning, gauging and inspection tools.	5% of Contract value
2	On completion of cleaning, gauging survey in each section.	5% of contract value (in pro rata value for each section)
3	Immediately after completion of IP Tool Runs (MFL,TFI & XYZ) in each section.	25% of contract value (in pro rata value for each section)
4	Upon submission of report for dig verification in sections.	10% of Contract value (in pro rata value for each section)
5	Upon completion of successful Dig verification in each section.	20% of contract value (in pro rata value for each section)
6	Upon submission of complete inspection/survey reports and accepted by OIL.	35%

***** END OF PAYMENT TERMS*****

TAXES AND DUTIES CLAUSE - FOR VENDOR/SUPPLIER/CONTRACTOR
(For Supplies/ Services during GST Regime i.e., New Tender)

INDIRECT TAXES/ GST

1. *For the purposes of levy and imposition of GST, the expressions shall have the following meanings:*
 - (a) *GST - means any tax imposed on the supply of goods and/or services under GST Law.*
 - (b) *Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.*
 - (c) *GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.*
2. *The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, for the purpose of this contract, it is agreed between the parties that if Goods and Services Tax introduced during the tenure of this contract/agreement then the bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.*
3. *Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.*
4. *Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profitsteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.*

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5. *Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the*
6. *GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.*
7. ***When Input tax credit is available for Set Off as per the end use certification given by User Department at the time of raising Purchase Requisition (P.R.)***
Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders
- When Input tax credit is NOT available for Set Off***
Evaluation of L-1 prices shall be done based on Quoted price only. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders
8. *In a situation where Purchase Orders (POs)/ Contracts have been placed prior to GST Regime and supplies are effected during GST Regime, it is made clear that any statutory variation (increase/decrease) due to introduction of GST, as the case may be, but within the contractual delivery/completion period will be to the account of OIL subject to documentary evidence. However, any increase in statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account.*
9. *Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.*
10. *In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.*
10. *GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.*

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PART-VI

**OIL INDIA LIMITED
(A Government of India Enterprise)
CONTRACTS SECTION, PHQ
P.O. UdayanVihar – 781171, Guwahati, ASSAM**

SCHEDULE OF COMPANY'S PLANTS, MATERIALS & EQUIPMENT

NIL

TECHNICAL DRAWINGS & DATA**Annexure-I****OIL's PIPELINE DATA****A. General Information:**

1. Name of the Company: OIL INDIA LIMITED.
2. Head Office: Duliajan, Assam, India: 786 602
3. Pipeline Headquarters: Noonmati, P.O. Udayan Vihar
Guwahati, Assam, India-781 171
4. Nearest City: Guwahati.
5. Nearest Seaport: Kolkata (India).
6. Nearest Airport: L.G.B. International Airport (BORJHAR)
Guwahati, Assam.
Bagdogra Airport, Siliguri West Bengal.
Patna Airport, Patna, Bihar.
7. Pipeline location: State of Assam, West Bengal and Bihar
in the North-East & Eastern India.
8. Name of the Pipeline: Nahorkatiya-Barauni cross-country
crude oil trunk Pipeline.
9. Length of 14" sector Pipeline: 756 km. (Between Pump Station.5,
for IPS Noonmati & Barauni Pump Station)
10. Dia of the proposed survey-sector: 355.6 mm (14") O.D.
11. Year of commissioning the: 1964.
14" sector pipeline system
12. Code for design and construction: ANSI B 31.4
13. No. of Pump Station (between: 6 (PS.5 to BPS)
PS.5, Noonmati to B.P.S, Barauni)
14. No. of receiving terminal involved: 1 (Refinery terminals at Pump Station 6,
Bongaigaon)
15. No. of repeater station involved: 10 (RS. 8 to RS. 17)
16. No. of pigging sections: 15
17. Location of pig launching &: Pump Stations and Repeater Stations.
receiving trap
18. Communication system: Dedicated communication system supported by
OFC and AIRTEL lines.
19. Control system: SCADA (supervisory control and data
acquisition)
20. Cased crossing
 - (i) No. of Road cased crossing : 162
 - (ii) No. of Rly crossing : 55
21. River crossing
 - (i) Submerged crossing : 34 Nos.
 - (ii) Overhead crossing : 29 Nos.
 - (iii) Suspended crossing : 5 Nos.

B. Fluid Condition:

1. Type of fluid: Crude Oil.
2. Viscosity of fluid: 5 cst at 40° C.
3. Specific gravity: 0.84
4. Paraffin content: 7.2% by weight
5. Sulphur content: Negligible.
6. Max. salt water content: 1% (3000 PPM – salt).

C. Operating Parameters:

1. Sector	Flow rate (Kls/Hr)		Pressure (approx.)	
	Max.	Min.	Max.(kg/cm2)	Min.
(kg/cm2)				
	360	120	50	-

Sector	Flow rate (Kls/Hr)		Pressure (approx.)	
	Max	Min	Max.(kg/cm2)	Min. (kg/cm2)
PS10-RS17	360	250	26	18
RS17-RS16	360	250	19	12
RS16-PS9	360	250	10	7
PS9-RS15	360	250	55	32
RS15-RS14	360	250	38	24
RS14-PS8	360	250	24	17
PS8-RS13	360	250	47	26
RS13-RS12	360	250	19	10
RS12-PS7	360	250	6	3
PS7-RS11	360	250	42	20
RS11-RS10	360	250	32	17
RS10-PS6	360	250	18	11
PS5-RS8	360	250		
RS8-RS9	360	250		
RS9-PS6	360	250		

Note: **OIL-FLOW PATTERN:** Oil-flow pattern during the period of Intelligent Pig Survey is likely to vary widely from 1.0 MTPA to 2.2 MTPA based on the 'delivery-schedule' for that period of time. This needs to be duly weighted upon by the Bidder, while quoting.

2. **Operating temperature:** 18° C to 40° C.

D. Length of Pigging Section to be surveyed:

Sl. No.	Section	Length in KM	Remarks
1.	PS.5 - RS.8	66.89	Sector I

2.	RS.8	-	RS.9	44.73	Sector I
3.	RS.9	-	PS.6	43.91	Sector I
4.	PS.6	-	RS.10	46.03	Sector II
5.	RS.10	-	RS.11	52.57	Sector II
6.	RS.11	-	PS.7	48.28	Sector II
7.	PS.7	-	RS.12	25.02	Sector II
8.	RS.12	-	RS.13	55.68	Sector II
9.	RS.13	-	PS.8	69.59	Sector II
10.	PS.8	-	RS.14	51.97	Sector II
11.	RS.14	-	RS.15	52.54	Sector II
12.	RS.15	-	PS.9	51.18	Sector II
13.	PS.9	-	RS.16	48.92	Sector II
14.	RS.16	-	RS.17	52.31	Sector II
15.	RS.17	-	B.P.S	46.83	Sector II

E. Line Specification:

- Pipe diameter: 355.6 mm (14") OD
- Min. I.D. of pipe: 332 mm
- Pipewall thickness: 7.92mm (0.312") - Normal terrain.
9.53 mm (0.375") - cased crossings.
11.92mm (0.469")- Rly/Rd.
bridges & suspension crossing, submerged.
HDD : 11.92 mm, Microtunneling: 10.3 mm.
- Length of the pipeline: 756 Km.
- Grade: API 5L x 46;
- Manufacturing type: ERW for normal terrain, seamless
for all type of crossings.
- Min. bend radius: 3D (D. dia of pipe)

F. Pipeline Fittings & Facilities:

- Block Valve**
As per Annexure III
Type of Valve: Mainline, Through conduit 600 class 355.6 mm (14") steel-gate (full bore) & Ball valves conforming to API 6D.
- Check Valve:** Not present.
- Pig Signaler:**

Particulars of Pig Signaler in Sector-I	Nos of Signaler in Sector-I	Nos of Signaler
--	------------------------------------	------------------------

- | | | |
|--------------------------|---|-----------|
| i) Pig received signaler | : | Available |
| ii) Pig passed signaler | : | Available |

- b) Type:** Mechanical pig Signaler

Tees & Branches

- | | | |
|------|-----------------------------|---|
| i) | Type of tees | Seamless carbon steel tee (Barred for receiving side; Unbarred for launching side). |
| ii) | Tee location | In scraper traps areas of Pump Stations and Repeater Stations. |
| iii) | Side opening (bye-pass) dia | 300mm(12") for 355.6 mm (14") line. |
| iv) | Angle to pipe run | 90° |
| v) | Bar spacing | Horizontal – 80 mm. Vertical –100 mm. |

G. River Crossing: (Bridge and Suspension Crossing)

Note: Pipe is hanging from Bridges by MS clamps with insulating sleeves.

Total No. of crossing:-

- | | | |
|----|---------------------|--|
| a) | Suspension crossing | 1 Nos. |
| b) | Bridge crossing | 19 Nos. (Rly.bridge crossing = 17 Nos.
Road bridge crossing = 2 Nos). |
| | | Few rivers are in process for conversion to underground) |
| c) | Submerged crossing | 34 Nos.
Microtunneling : 7 Rivers
HDD : 6 Rivers |

H. Cased crossing:

- | | | |
|----|-------------------------|----------|
| | Total Nos. of crossing: | 221 Nos. |
| a) | Road crossing | 165 |
| b) | Rly. crossing | 56 |

I. Pigging:

- | | | |
|----|--|---|
| 1. | Frequency of pigging between PS.5 and B.P.S. | Normal : Quarterly
Additional : As and when required operationally |
| 2. | Type of pig used: | Brush & cup/Bi-di type cleaning pig. |

J. Pipeline Protection System :**1. Physical Protection system:**

- i) **Cross-country sections:** Coat & wrapped with 'fibre-glass' inner & outerwrap interspersed with coaltar enamel in most of the pipeline segment and 3ply-2ply cold applied tape.

<u>Coating thickness:</u>	2.0 mm – Normal Terrain; 4.0 mm – Cased & submerged crossing & marshy patches.
----------------------------------	---

HDD and MT sections : 3LPE factory coated

- ii) **Bridge, Crossings & Installation:** Coat of aluminum paint in all exposed and over ground sections like suspension, bridge-crossings, scraper-traps etc.

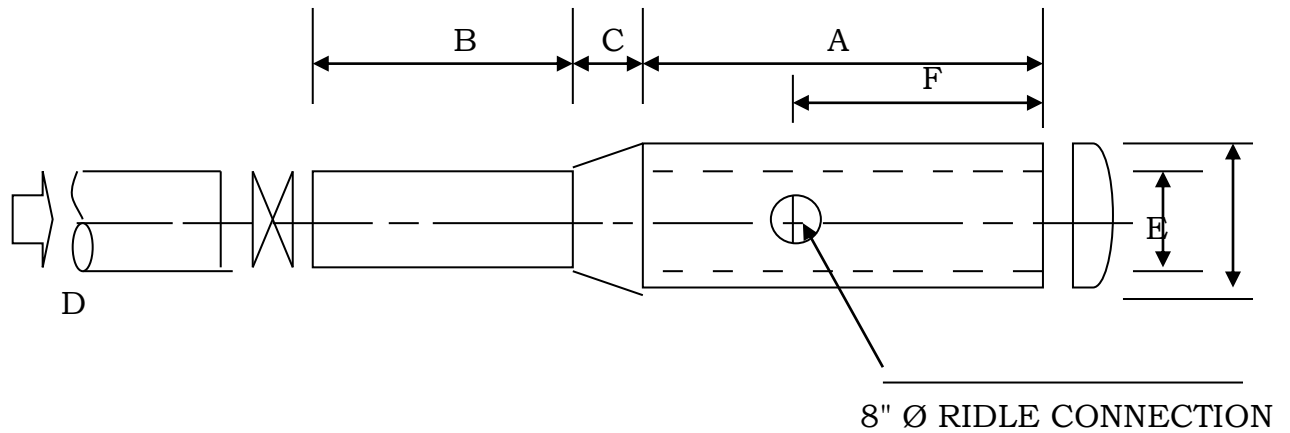
2. Supplementary protection system: Impressed current cathodic protection system.

- a) Transformer rectifier **17 Nos.** (6 in Pump Stations. 10 in (48 Volt. D.C., 0 amp.) Repeater Stations & 2 on R.O.W.)
- b) Soil Resistivity 1000 Ohm-cm to 10⁶Ohm-cm
- c) Test points At every fifth Km. (i.e. 0-5-10 Kms.)
- d) Installation capacity 0.6 amp/km. of the system.
- e) Present current drainage pattern: 0.082 Amp/km.

3. Last ILI carried out for the pipeline: In 2007-2008 by Rosen Europe B.V

XXXXXXXXXXXX

A. **Scraper Trap dimension for all Repeater Stations, PS9 & PS7 :**



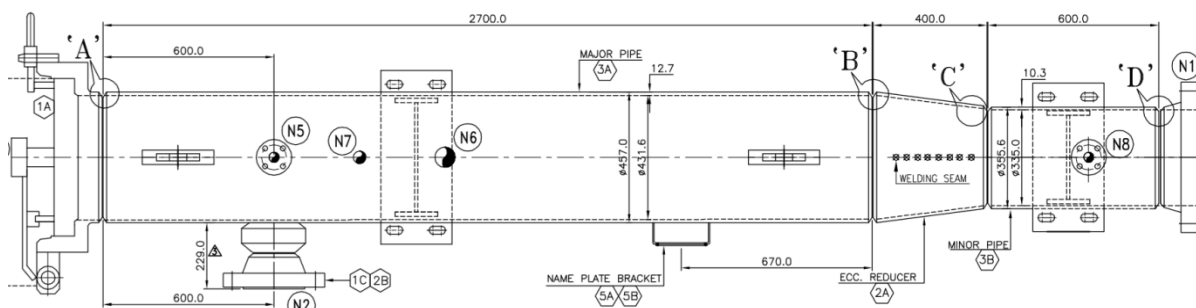
LAUNCHING TRAP:

Pump Stations/ Repeater Stations	DIMENSIONS (mm)					
	A	B	C	D	E	F
	1625	600	360	406.3	NA	870

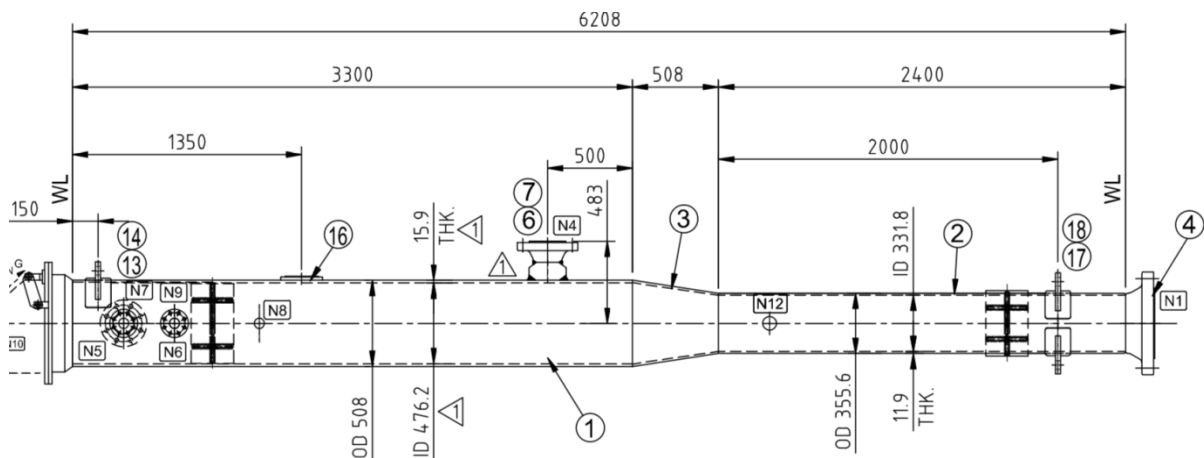
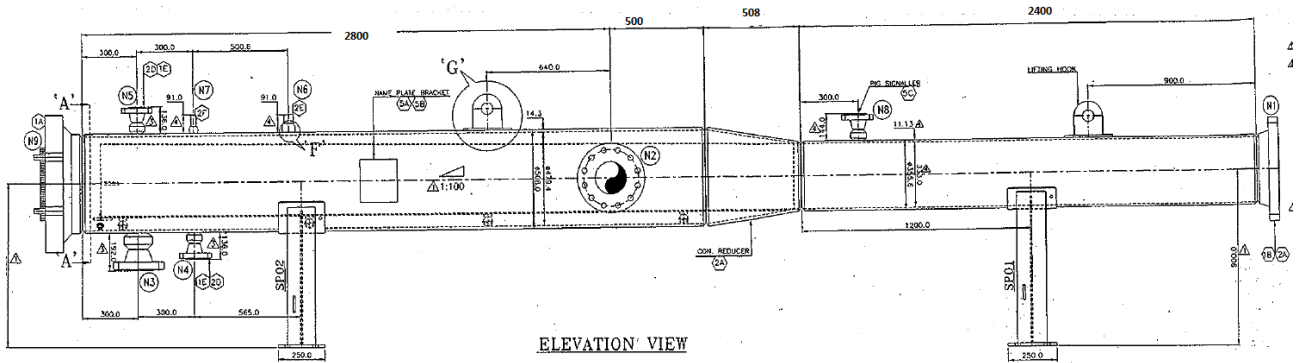
RECEIVING TRAP:

Pump Stations/ Repeater Station	DIMENSIONS (mm)					
	A	B	C	D	E	F
	2454	480	380	457	406	2224

B. **Scraper Trap dimension for PS10, PS8, PS6 & PS5**



Launching Barrel of PS-8, PS-10



Launcing Barrel of PS-6& Receiving Barrel of PS-5

ANNEXURE III**LIST OF BLOCK VALVES FROM NOONMATI TO BARAUNI**

OIL INDIA PIPELINE LIST OF BLOCK VALVES						
SL.NO.	ITEM	KILOMETER	MAINT. BASE			
44	PS-5	401.35	"	RECEIVER	1 Ball valve(new) 2 Gate valve(old)	3
48	Valve - 44 (US Brahmaputra)	424.80	"		Gate valve	1
51	Valve - 45 (DS Brahmaputra)	426.14	"		Gate valve	1
56	Valve -46	448.17	"		Gate valve	1
60	R.S. - 8	468.24	"	RECEIVER, LAUNCHER	Gate valve	2
67	Valve - 52	496.80	"		Gate valve	1
69	Valve - 53	498.10	"		Gate valve	1
74	Valve - 55 (DS Pallanadi)	506.31	"		Gate valve	1
75	R.S.-9	512.97	"	RECEIVER, LAUNCHER	Gate valve	2
76	Valve - 61 (US Beki)	517.34	"		Gate valve	1
78	Valve - 62 (DS Beki)	518.52	"		Gate valve	1
79	Valve - 63 (US Bhulkadoba)	526.00	"		Gate valve	1
86	Valve - 67 (US Aie)	545.90	"		Gate valve	1
90	P.S. - 6	556.88	"	RECEIVER, LAUNCHER	2 Ball valve(New) 4 Gate valve(old)	6
94	Valve - 69	575.30	"		Gate valve	1
98	Valve - 70	591.43	"		Gate valve	1
101	R.S. - 10	602.91	"	RECEIVER, LAUNCHER	Gate valve	2
102	Valve - 76 (US Gangiya)	604.08	"		Gate valve	1
104	Valve - 77 (DS Gangiya)	604.80	"		Gate valve	1
108	Valve - 80	627.50	"		Gate valve	1

	(US Haruaputa)					
110	Valve - 81 (DS Haruaputa)	629.29	"		Gate valve	1
111	Valve - 82 (US Sankosh)	631.28	"		Gate valve	1
113	Valve - 83 (DS Sankosh)	632.09	"		Gate valve	1
114	Valve - 84 (US Raidok-II)	640.17	"		Gate valve	1
116	Valve - 85 (DS Raidok-II)	641.09	"		Gate valve	1
121	RS-11	655.48	"	RECEIVER, LAUNCHER	Gate valve	2
125	Valve - 93	678.94	"		Gate valve	1
127	Valve - 94 (US Torsa)	697.29	"		Gate valve	1
129	Valve - 95 (DS Torsa)	698.13	"		Gate valve	1
131	P.S. - 7	703.76	"	RECEIVER, LAUNCHER	4 Gate valve(old)	4

OIL INDIA PIPELINE LIST OF BLOCK VALVES						
SL.NO	ITEM	KILOMETRE	MAINT . BASE			
135	Valve - 96	717.85	"		Gate valve	1
137	R.S.-12	728.28	"	RECEIVE R, LAUNCHE R	2	2
138	Valve - 102 (US Diana)	742.40	"		Gate valve	1
140	Valve - 103 (DS Diana)	743.39	"		Gate valve	1
144	Valve - 104 (US Jaldhaka)	754.97	"		Gate valve	1
146	Valve -105 (DS Jaldhaka)	755.97	"		Gate valve	1
147	Valve - 106 (US Murti)	761.50	"		Gate valve	1
149	Valve - 107	762.42	"		Gate valve	1

	(DS Murti)					
151	Valve - 108 (US Neora)	767.80	"		Gate valve	1
153	Valve - 109 (DS Neora)	768.56	"		Gate valve	1
154	Valve - 110 (US Mal)	770.00	"		Gate valve	1
156	Valve - 111 (DS Mal)	770.80	"		Gate valve	1
158	Valve - 112 (US Chel)	782.90	"		Gate valve	1
160	Valve - 113 (DS Chel)	783.55	"		Gate valve	1
161	R.S.-13	784.42	"	RECEIVE R, LAUNCHE R	Gate valve	2
162	Valve - 119 (US Gish)	786.40	"		Gate valve	1
164	Valve - 120 (DS Gish)	786.95	"		Gate valve	1
165	Valve - 121 (US Lish)	791.39	"		Gate valve	1
167	Valve - 122 (DS Lish)	792.02	"		Gate valve	1
168	Valve -123 (US Teesta)	800.90	"		Gate valve	1
170	Valve - 124 (DS Teesta)	801.57	"		Gate valve	1
174	Valve -126 (DS Mahananda I)	828.28	"		Gate valve	1
175	Valve - 127 (US Mahananda -II)	852.67	"		Gate valve	1
177	Valve -128 (DS Manananda II)	853.33	"		Gate valve	1
178	P.S. - 8	854.01	"	RECEIVE R, LAUNCHE R	2 Ball valve(New) 4 Gate valve(old)	6
179	Valve - 129 (US Donk)	866.64	"		Gate valve	1
181	Valve - 130 (DS Donk)	867.11	"		Gate valve	1

182	Valve - 131	886.74	"		Gate valve	1
183	R.S. - 14	905.80	"	RECEIVE R, LAUNCHE R	Gate valve	2
185	Valve - 137	912.14	"		Gate valve	1
186	Valve - 138 (US Mahananda III)	943.48	"		Gate valve	1
188	Valve - 139 (DS Mahananda III)	944.92	"		Gate valve	1
190	R.S. - 15	958.34	"	RECEIVE R, LAUNCHE R	Gate valve	2
193	Valve - 145	978.74	"		Gate valve	1
195	Valve - 146	996.18	"		Gate valve	1
197	P.S.- 9	1009.52	"	RECEIVE R, LAUNCHE R		4
198	Valve - 147 (US Kosi)	1026.90	"		Gate valve	1
200	Valve - 148 (DS Kosi)	1027.96	"		Gate valve	1
201	Valve - 149	1044.38	"		Gate valve	1
202	R.S. - 16	1058.44	"	RECEIVE R, LAUNCHE R	Gate valve	2
203	Valve - 155	1072.22	"		Gate valve	1
204	Valve - 156	1090.62	"		Gate valve	1
205	R.S.-17	1110.75	"	RECEIVE R, LAUNCHE R	Gate valve	2
206	Valve - 162. (US Burhiganda k)	1116.00	"		Gate valve	1
208	Valve - 163 (DS Burhiganda k)	1116.27	"		Gate valve	1

209	Valve (164)	1142.08	"		Gate valve	1
210	PS10	1157.58	"	LAUNCHE R	1 Ball valve(new) 2 Gate valve(old)	3
						10
						7

*****_TECHNICAL DRAWINGS & DATA*****

PART-VIII - SAFETY MEASURES

**To,
GM-CONTRACT
OIL INDIA LIMITED
Guwahati-781171**

SUB: SAFETY MEASURES

Description of work/service: Intelligent pigging Survey(IPS) of 355.6 mm (14") OD Noonmati Barauni Crude Oil Pipeline.

Sir,

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

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

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

i) _____

ii) _____

iii) _____

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

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

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. 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) 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)

Yours Faithfully

Date_____

M/s_____

FOR & ON BEHALF OF BIDDER

PART-IX- INTEGRITY PACT

INTEGRITY PACT (Applicable)

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 Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section: 1 -Commitments of the Principal

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

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.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 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

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

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 cartelization 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.

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

(3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to

exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of

transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 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.

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

Section 4 -Compensation for Damages

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

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

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

Section 5 -Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

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

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

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

Section: 8 -External Independent Monitor/Monitors

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

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

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. **The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.**
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor 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

Witness 1:

Witness 2:

Place.
Date .

PROFORMA - B

BID FORM

To
THE GM (CONTRACTS)
OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. GUWAHATI-781171
DIST. KAMRUP(M)
ASSAM

Sub: IFB No. : -----

Dear Sir,

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 ____ (Price not to be indicated) stated below or such other sums as may be ascertained in accordance with the Price Bid Form 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 Company's LOA.

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

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

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

Dated this _____ day of _____ 2020.

Signature and seal of the Bidder: _____

(In the capacity of) : _____

Name of Bidder : _____

PROFORMA – C

LETTER OF AUTHORITY

To
THE GM (CONTRACTS)
OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. GUWAHATI-781171
DIST. KAMRUP(M)
ASSAM

Sir,

Sub: IFB No. _____

We _____ confirm that Mr. _____
(Name and address) as authorized to represent us to Bid, negotiate and conclude
the agreement on our behalf with you against Invitation
No.:_____ for the service contract as described below:

**“Intelligent pigging Survey(IPS) of 355.6 mm (14”) OD Noonmati Barauni
Crude Oil Pipeline..”**

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

Yours Faithfully,

Signature: _____

Name : _____

Designation: _____

For & on behalf of: _____

Note: This letter of authority shall be printed on letter head of the Bidder and
shall be signed by a competent person to bind the Bidder.

PROFORMA - D**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 PART of Bid Document in the following format:

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

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.

PROFORMA- E

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

Name:

FULL Address:

Phone Number :

Mobile Number :

E-mail address :

FAX Number :

Bank Account Number:

(in which the Bidder wants remittance against invoices)

Bank Name :

Branch :

Address of the Bank:

Bank Code :

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank :

PAN Number :

GST Registration Number:

Signature of Vendor with Official Seal

Note: This declaration shall be printed on letter head of the Bidder and shall be signed by a competent person.

PROFORMA-F
FORM OF BID SECURITY (BANK GUARANTEE FORMAT)

To:
M/s. OIL INDIA LIMITED,
CONTRACTS SECTION,PHQ
GUWAHATI, ASSAM, INDIA, PIN -781171.

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

SEALED with the
said Bank this ____ day of _____ 2019.

THE CONDITIONS of these obligations are:

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

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

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

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

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

PROFORMA-L

FORM OF PERFORMANCE BANK GUARANTEE

(To be submitted by the successful bidder in case of award of contract)

To:

M/s. OIL INDIA LIMITED,
CONTRACTS SECTION
PIPELINE DEPARTMENT, GUWAHATI
ASSAM, INDIA, PIN -781 171.

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 _____

Note: Bank details of Oil India Limited may be required by Bank for issuance of Bank Guarantee (BG):

<u>BANK DETAILS OF BENEFICIARY</u>		
a	Bank Name	AXIS BANK
b	Branch Name	GUWAHATI
c	Branch Address	CHIMBER HOUSE, G.S.ROAD, DISPUR ASSAM
d	Banker Account No.	140010200027654
e	Type of Account	CURRENT ACCOUNT
f	IFSC Code	UTIB0000140
g	MICR Code	781211002
h	SWIFT Code	Axisinbb140
i	Contact No.	8876501401
j	Contact Person Name	Mr. Dibakar Ghaosh
k	Fax No.	Not available
l	Email Id	Guwahati.branchhead@axisbank.com

PROFORMA-H

FORMAT FOR UNDERTAKING
(IN TERMS OF **TENDER NO. CGG3751P20**)
(On Non-Judicial Stamp Paper of Rs. 100/-)
TO BE NOTORISED

To
GM-CONTRACTS
OIL INDIA LIMITED
GUWAHATI

Dear Sirs,

UNDERTAKING/DECLARATION BY THE BIDDER IN RESPECT OF TENDER NO -
- CGG3751P20

This is in connection with the Bid submitted by me/us, (Name of Bidder), against Tender No. **CGG3751P20** for **“Intelligent pigging Survey(IPS) of 355.6 mm (14”) OD Noonmati Barauni Crude Oil Pipeline.”**

I/We, the afore mentioned Bidder against the subject tender, hereby declare that my/our quoted rates include the following -

- (a) Labour wages as per Minimum Wages Act and notifications issued by the Central Govt. from time to time, including P.F, insurance and Bonus.
- (b) Material and Equipment (if any) cost.
- (c) PPE cost.
- (d) IME (Initial Medical Examination) cost.
- (e) Other charges / cost including overheads, profit, insurance and handling charge..

I/We, the afore mentioned Bidder against the subject tender take note that minimum wages may increase from time to time as notified by statutory authority and Central Govt. and undertake that I/We shall not make Company (i.e. OIL) liable to reimburse me/us for such statutory increase in wage rates of the labours/workers engaged by me/us during the entire period of the contract, including extension if any. Currently, such increase in the wage rates is twice in a year. I/We have bid after considering this increase in wage rates for the entire period of Contract including extension provision.

I/We, the afore mentioned Bidder against the subject tender, further undertake that I/We will pay my/our workers the existing Daily wages as notified under the Minimum Wages Act from time to time by the Central Govt. and such statutory or

any other increase in the wages rates including consequent increase in statutory contributions like provident fund etc. of contract labours engaged by me/us shall be borne solely by me/us during the entire period of the contract, including extension if any, without any cost implication whatsoever upon the Company.

I/We further agree and undertake that in case of any violation of the above undertaking, Oil India Limited (OIL) shall be at liberty to take appropriate action against me/us in terms of the Tender/Contract including but not limited to termination of contract and debarment from future business with OIL. I shall duly comply with all the statutory obligations, more particularly under applicable labour laws. I further agree and undertake that in case of any dispute or claims arise out of my non-compliance of statutory obligations under the Contract, by the Labourers engaged by me or by any statutory authorities, I shall only be responsible for the same and hold the Company harmless against such dispute or claims. I further authorize the Company, in the event of my default or non-compliance of any statutory obligations, to deduct/recover and adjust such amount or claim against my Bills due under the Contract or against any other existing or future Contracts with the Company including performance security.

I/We declare that the information given above is true and any misstatement, misrepresentation, or suppression of facts in connection with the above undertaking may entail rejection of the bid and cancellation of contract, if awarded.

Yours faithfully,

1. Authorized Signatory with Seal

(Bidder)

Place:-

Date:-

PROFORMA-I

To,

Deputy General Manager (F&A)-PL

Oil India Limited

Pipeline HQ, Narangi , Guwahati ,Assam-781171

Dear Sir,

Sub: E-Payments vide RTGS/NEFT

I/We request and hereby authorise you to execute E-Payment vide RTGS/NEFT modes to My /Our Bank account as per the details given below:

(A) BANK DETAILS

1. Bank A/c No. (Must Enclose Cancelled Cheque)
2. Account Type Saving Bank/ Curent Account
3. Bank Branch
4. Bank Address
5. IFSC Code
6. MICR No.

(B) VENDOR DETAILS :

1. Vendor Code (See the vendor code given in the PO/Contract)
2. Name
3. PAN No. (Must enclosed self-attested photo copy of PAN Card)
4. Address with Mobile/Telephone No.
5. ~~VAT TIN No.~~
6. ~~CST Regn. No.~~
7. GST N. No.
8. ~~Central Excise Regn.No.~~
9. Email ID

I/We hereby declare that the particulars given above are correct and complete. I/We confirm that I/we shall bear the charges, if any levied by my/our bank for the credit in our above account through NEFT. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the company responsible.

Thanking you,

Date:

Signatory & Stamp

Authorised

.....
.....

Bank Certificate

We confirm that the details given above are correct as per our records.

Date:

Place:

Authorised Bank Official

Signature, Code & Stamp of

PROFORMA-M

Format of Undertaking by Bidders towards submission of authentic information/documents

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

To,

General Manager (Contracts)-PL

Oil India Limited

Pipeline HQ, Narangi , Guwahati ,Assam-781171

Subject: Undertaking of Authenticity of Information/documents submitted

Refer : Tender No.....Dated.....

Sir/Madam

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No:

Place:

Date:

(Affix seal of the Organization here, if applicable)

PROFORMA-K**PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY PURCHASER/ OWNER**

(To be executed on non-judicial stamp paper of appropriate value)

WHEREAS OIL INDIA Ltd. (hereinafter referred to as "OIL") which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their Pipeline Headquarters at PO Udayan Vihar, Guwahati-781171, Assam has entered into an Contract with _____ (hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for _____ on the terms and conditions as set out, inter-alia, in the Contract No..... Dated..... and various documents forming part thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS

- i) OIL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi-finished and raw) for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by OIL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the CONTRACTOR.
- ii) As a pre-condition to the supply of the said materials by OIL to the CONTRACTOR, OIL has required the CONTRACTOR to furnish to OIL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.

NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified OIL from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the CONTRACTOR's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR up to and until the date of return to OIL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to OIL forthwith on demand in writing without protest or demur the value as specified by OIL of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with OIL's costs and expenses (inclusive of but not limited to handling, transportation,

cartage, insurance, freight, packing and inspection costs/or expenses up to) and aggregate limit of

_____ (In words _____ Only).

AND THE CONTRACTOR hereby agrees with OIL that:

i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of OIL arising hereunder up to and until the midnight of _____. However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfill the CONTRACT.

ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to OIL in terms of hereof.

iii) The mere statement of allegation made by or on behalf of OIL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost, damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of OIL to produce any documentary proof or other evidence whatsoever in support of this.

iv) The amount stated in any notice of demand addressed by OIL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by OIL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to OIL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR under the Power of Attorney dated _____.

Place:

Dated:

(SIGNED BY COMPETENT AUTHORITY)
Official seal of the CONTRACTOR

PROFORMA-L

FORM OF PERFORMANCE BANK GUARANTEE

(To be submitted by the successful bidder in case of award of contract)

To:

M/s. OIL INDIA LIMITED,
CONTRACTS SECTION
PIPELINE DEPARTMENT, GUWAHATI
ASSAM, INDIA, PIN -781 171.

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:

C. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

D. IFSC CODE OF THE BANK:
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 _____

Note: Bank details of Oil India Limited may be required by Bank for issuance of Bank Guarantee (BG):

<u>BANK DETAILS OF BENEFICIARY</u>		
a	Bank Name	AXIS BANK
b	Branch Name	GUWAHATI
c	Branch Address	CHIMBER HOUSE, G.S.ROAD, DISPUR ASSAM
d	Banker Account No.	140010200027654
e	Type of Account	CURRENT ACCOUNT
f	IFSC Code	UTIB0000140
g	MICR Code	781211002
h	SWIFT Code	Axisinbb140
i	Contact No.	8876501401
j	Contact Person Name	Mr. Dibakar Ghaosh
k	Fax No.	Not available
l	Email Id	Guwahati.branchhead@axisbank.com

PROFORMA-M

Format of Undertaking by Bidders towards submission of authentic information/documents

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

To,
General Manager (Contracts)-PL
Oil India Limited
Pipeline HQ, Narangi , Guwahati ,Assam-781171

Subject: Undertaking of Authenticity of Information/documents submitted

Refer : Tender No.....Dated.....

Sir/Madam

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No:

Place:

Date:

(Affix seal of the Organization here, if applicable)

CHECKLIST

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the bidder to make sure that the necessary data/information as called for in the bid document has been submitted by them along with their offer. This, however, does not relieve the bidder of his responsibilities to make sure that his offer is otherwise complete in all respects.

Please ensure compliance and fill in relevant information against following points:

DATE:

TENDER NO:

BIDDER:

☒ = SUBMITTED, ☐ = NOT SUBMITTED

<i>DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID</i>	<i>SUBMITTED</i>	<i>REMARKS</i>
Annexure AA: CERTIFICATE OF ANNUAL TURNOVER & NETWORTH		
DOCUMENTARY PROOF FOR WORK EXPERIENCE AS PER BEC/ BRC		
PART-IX: INTEGRITY PACT		
PROFORMA – A: PRICE BID		
PROFORMA – B: BID FORM		
PROFORMA – C: LETTER OF AUTHORITY		
PROFORMA – D: STATEMENT OF NON-COMPLIANCE		
PROFORMA- E: FORMAT FOR E-REMITTANCE		
PROFORMA-F: FORM OF BID SECURITY		
PROFORMA-H: FORMAT FOR UNDERTAKING IN NON-JUDICIAL STAMP PAPER OF Rs.100/-		
PROFORMA-I: FORMAT FOR E-PAYMENTS VIDE RTGS/NEFT		
PROFORMA-K: PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY PURCHASER/ OWNER		
PROFORMA-L: FORMAT FOR BANK GUARANTEE		
PROFORMA-M: UNDERTAKING BY BIDDER FOR SUBMISSION OF AUNTHETIC INFORMATION (ON FIRM'S LETTERHEAD)		
EMD PAYMENT DOCUMENTS		
