



**OIL INDIA LIMITED**

**BID DOCUMENT**

**Tender NO. : CGI7283L22**

**HIRING AMC SERVICE AND  
BREAKDOWN MAINTENANCE  
SERVICES OF 16 NUMBERS OF  
MAINLINE HORIZONTAL PUMPS  
(SULZER GSG) ALONG WITH PRIME  
MOVERS AND OTHER EQUIPMENT  
IN VARIOUS PIPELINE PUMP  
STATIONS FOR A PERIOD OF  
3(THREE)YEARS..**

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

**INVITATION TO e-BID UNDER SINGLE STAGE TWO BID SYSTEM**

**Sub: IFB No CGI7283L22 FOR HIRING AMC SERVICE AND BREAKDOWN MAINTENANCE SERVICES OF 16 NUMBERS OF MAINLINE HORIZONTAL PUMPS (SULZER GSG) ALONG WITH PRIME MOVERS AND OTHER EQUIPMENT IN VARIOUS PIPELINE PUMP STATIONS FOR A PERIOD OF 3(THREE)YEARS.**

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. 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.

2.0 In connection with its Pipeline Headquarter being located at Guwahati, OIL invites Local Competitive Bids (LCB) from competent and experienced Contractors through OIL’s e-procurement site for **HIRING AMC SERVICE AND BREAKDOWN MAINTENANCE SERVICES OF 16 NUMBERS OF MAINLINE HORIZONTAL PUMPS (SULZER GSG) ALONG WITH PRIME MOVERS AND OTHER EQUIPMENT IN VARIOUS PIPELINE PUMP STATIONS FOR A PERIOD OF 3 (THREE) YEARS** with the entire project expected to be completed within 3 years of award of contract.

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:

<b>IFB No./ Tender No.</b>	
a. Type of IFB.	Single Stage Two Bid System
b. Bid Closing Date & Time.	As mentioned in Online E-tender portal
c. Bid(Technical) Opening Date & Time	As mentioned in Online E-tender portal
d. Priced Bid Opening Date & Time.	Will be intimated to the eligible Bidders nearer the time
e. Bid Submission Mode.	Bid to be uploaded on-line in OIL’s E-Procurement portal
f. Bid Opening Place.	Office of The General Manager Contracts (PL), Oil India Limited (Pipeline Headquarter), P.O. Udayan Vihar, Guwahati -781171
g. Bid Validity.	120 days from bid Closing date.
<b>h. Bid Security Amount</b>	<b>NIL</b>
i. Bid Security Declaration	Required to be submitted as per format
j. Amount and Validity of Performance Security.	Performance security @3 % of total contract value is applicable against this contract. Validity: 3(three) months beyond the contract period.
k. Duration of the Contract.	03(Three) years from the date of commencement of contract
l. Quantum of Liquidated Damage for Default in Timely Mobilisation.	Refer clause No. 17.0 of General Conditions of Contract (Part-3, Section-I)
m. Bids to be addressed to.	Office of The General Manager – Contracts (PL), Oil India Limited (Pipeline Headquarter), P.O. Udayan Vihar, Guwahati -781171

n. Integrity Pact	Must be digitally signed & uploaded along with the Techno-commercial Bid. Must be digitally signed & uploaded along with the Technical Bid. PART- VII to be submitted along with technical Bid under “Technical Attachment” Tab in the E-tender Portal
o. Mobilization Time	One week
p. Last date for receipt of pre-bid queries	As mentioned in Online E-tender portal
q. Pre-bid Conference date	As mentioned in Online E-tender portal

### 3.0 **Pre-Bid Conference: Not Applicable.**

- 4.0 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- IFB No.: CGI7283L22

Description of Services: **Hiring AMC service and Breakdown Maintenance services of 16 numbers of Mainline Horizontal Pumps (Sulzer GSG) along with prime movers and other equipment in various pipeline pump stations for a period of 3(Three)years.**

- 4.1 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.
- 4.2 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 and will be allowed to participate in the bidding through OIL’s E-Procurement portal.
- 4.3 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 (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 regard and request for bid closing date extension on that plea shall not be entertained by Company~~

**5 EXEMPTION OF EMD: EMD IS EXEMPTED AGAINST THE TENDER**

- ~~i) MSME, 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.~~

**6.0 All bidders must submit Bid Security Declaration as per Proforma E attached below**

**DECLARATION FOR BID SECURITY**

To,

M/s. Oil India Limited

.....,

.....

Sub: .....

Tender No:.....

Dear Madam/Sir,

After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s. .... (Name of Bidder) have submitted our offer / bid no.....

We, M/s. ....(Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/banning list (as per policies of OIL INDIA in this regard), if we are in breach of our obligation(s) as per following:

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the OIL INDIALIMITED during the period of bid validity:
  - (i) fail or refuse to execute the Contract, if required, or
  - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
  - (iii) Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**7.0 Bids without BID SECURITY DECLARATION PROFORMA in the manner specified above will be summarily rejected.**

**8.0** 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](http://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](http://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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**OIL INDIA LIMITED**  
**(A Government of India Enterprise)**  
**CONTRACTS SECTION, PHQ**  
**P.O. Udayan Vihar – 781171, Guwahati, ASSAM**

OIL INDIA LIMITED invites ON-LINE BIDS from eligible Bidders/Firms for the following mentioned works/services under **SINGLE STAGE TWO BID System** through its e-Procurement site on limited tender basis.

**DESCRIPTION OF WORK/ SERVICE:**

**Hiring AMC service and Breakdown Maintenance services of 16 numbers of Mainline Horizontal Pumps (Sulzer GSG) along with prime movers and other equipment in various pipeline pump stations for a period of 3(Three)years.**

<b>IFB NO:</b>	<b>CGI7283L22</b>
<b>Type of IFB:</b>	Single Stage Two Bid System
<b>Location:</b>	The scope of maintenance of the contractor includes all the mainline pumps along with their drivers & auxiliaries (VFD, Sealing system etc., as applicable) as listed below. Mainline pumps: 1) Pump item no. 001-PA-CF-103 A/B (Mainline pumps for Mainline stream at PS1- Naharkatia) 2) Pump item no. 001-PA-CF-108 A/B (Mainline pumps for Digboi stream at PS1- Naharkatia) 3) Pump item no. 002-PA-CF-103 A/B (Mainline pumps at PS2-Moran) 4) Pump item no. 004-PA-CF-102 A/B (Intermediate Mainline pumps at PS-4 Sekoni) 5) Pump item no. 005-PA-CF-101 A/B (Intermediate Mainline pumps at PS-5 Noonmati) 6) Pump item no. 008-PA-CF-101 A/B (Intermediate Mainline pumps at PS-8 Sonapur) 7) Pump item no. 010-PA-CF-102 A/B (Mainline pumps at PS-10 Barauni) 8) Pump item no. 011-PA-CF-103 A/B (Mainline pumps at TPS Tengakhat)
<b>Contract Period:</b>	03(Three) years.
<b>Mobilisation Period:</b>	<b>One week.</b>
<b>Pre-Bid meeting</b>	As per online data
<b>Technical Bid Closing/ Opening Date &amp; Time:</b>	As per online data
<b>Price Bid Opening Date &amp; Time:</b>	As per online data
<b>Bid Submission Mode:</b>	Bid should be submitted online in OIL's E-Procurement Portal
<b>Bid Form Submission:</b>	Bid Form Proforma-B to be submitted along with Technical Bid
<b>Bid Opening Place:</b>	Office of the GM-Contracts, Oil India Limited, Guwahati-781171, Assam
<b>Bid Validity:</b>	<b>120 days</b> from Bid opening date
<b>Bid Security Amount:</b>	<b>NIL</b>
<b>Amount Of Performance Security:</b>	<b>3%</b> of Annualised Contract Value

<b>Validity of Performance Security:</b>	<b>Up to 3 months beyond the date of completion</b>
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- a) ~~Bid Security deposited vide Demand Draft/Banker Cheque /Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ of \_\_\_\_\_~~

~~Original hard copy of (a) ( In case of Bidders submitting Bid Security in the form of Bank Draft/Banker cheque/Bank Guarantee) should reach the office of Deputy General Manager(CONTRACTS) on or before 12:45 Hrs (IST) on the bid closing date or it can be paid through the online payment Gateway against this Tender, otherwise Bid will be rejected. A scanned copy of Bid security/EMD invoice (In case of Bid security submitted online) should also be uploaded along with the Un-priced Techno-commercial bid documents.~~

~~A Bank Guarantee in the prescribed format issued by any of the following Bank is only acceptable:~~

- ~~i) 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~~
- ~~ii) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.~~

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

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

- ~~a) (i) “MT760/ MT760 COV for issuance of bank guarantee”~~
- ~~—(ii) “MT767/ MT767 COV for issuance 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, Guwahati Branch, Chibber House, G S Road, Dispur, Assam, PIN 781005.”~~

- ~~b) The vendor shall submit to OIL the copy of SFMS message as sent by the issuing bank branch along with the original bank guarantee~~

- b) Bidders to confirm that in the event of award of Contract, bidder will submit **Performance Security Deposit @ 3% of Annualised Contract Value** and this will not earn any interest.

**A Bank Guarantee in the prescribed format issued by any of the following Bank is only acceptable:**

- i) 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**
- ii) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.**



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

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

- a) (i) “MT760/ MT760 COV for issuance of bank guarantee”
- (ii) “MT767/ MT767 COV for issuance 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, Guwahati Branch, Chibber House, G S Road, Dispur, Assam, PIN- 781005.”

- b) The vendor shall submit to OIL the copy of SFMS message as sent by the issuing bank branch along with the original bank guarantee

- 2.0 (a) SEALED ENVELOPES containing the ~~Bid Security~~, Printed catalogue and Literature, if called for in the tender shall be marked with the above IFB Number and description of work and submitted in the office of:

**GM-CONTRACTS  
CONTRACTS SECTION, PHQ  
OIL INDIA LIMITED  
GUWAHATI- 781171, ASSAM.**

~~All bidders (except those exempted) shall deposit the requisite **BID SECURITY in the form of Demand Draft/Banker's Cheque/Bank Guarantee (In case of Bank Guarantee, the same should be valid for minimum 120 days from the date of opening of Technical Bid) from a Nationalised Bank / Scheduled Bank in favour of M/s Oil India Limited and payable at Guwahati or it can be paid through the online payment Gateway against this Tender. This Bid Security shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 6(a), 14, 15 & 16 below. Bids without BID SECURITY in the manner specified above will be summarily rejected.**~~

- 3.0 Bid should be submitted online up to 11:00 AM (IST) (OIL's e-procurement Portal Server Time) on the date as mentioned and will be opened on the same day at/after 01:00 PM (IST) at Office of the GM-Contracts in presence of authorized representative of the bidder.
- 4.0 All the Bids must be Digitally Signed using “Class 3” digital certificate [Organization] (e-commerce application) only as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than “Class 3” digital certificate, will be liable for rejection. Please note Encryption certificate is also required along with Digital Certificate Class III [Organization in order to submit bid in system. Please refer “Guideline to Bidder for participating in OIL”
- 5.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
- 6.0 (a) No Bidder can withdraw his/her bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to debarring of participation in future tenders as per Company's Banning policy and will be effective at the sole discretion of the company.  
  
(b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

- 7.0 Conditional bids are liable to be rejected at the discretion of the Company.
- 8.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased/issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced bid documents.
- 8.1 In case of Sole Proprietorship Firm, Copies of Telephone(Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of GST and Central Excise Registration Certificate.
- 8.2 In case of HUF, Copies of Telephone(Landline Bill)/Electricity/PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of GST and Central Excise Registration Certificate.
- 8.3 In case of Partnership Firm, Copies of Telephone (Landline Bill)/Electricity/ PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement/deed and copies of GST Registration Certificate.
- 8.4 In case of Co-Operative Societies, Copies of Telephone(Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of GST Registration Certificate.
- 8.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone (Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies of GST Registration Certificate.
- 8.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone (Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of GST Registration Certificate.
- 8.7 In case of Trusts registered under the Indian Trust Act, Copies of Telephone (Landline Bill)/Electricity/ PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies GST Registration Certificate.
- 9.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid and O.I.L's Standard Form of Contract.
- 10.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.

- 11.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.
- 12.0 **The successful bidder shall furnish a Performance Security Deposit in the form of Demand Draft / Banker's Cheque / Bank Guarantee as specified above within 2(two) weeks from date of issue of LOA before signing the formal contract.** The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Performance Security Money shall not earn any interest.
- 13.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.
- 14.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or Performance Security is not submitted as per terms of the Contract within the stipulated time, **the bidder shall be debarred for 2 (two) years from the date of default.**
- 15.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** Bidder should note that the documents/information submitted by the bidders(s) against the tender are presumed to be genuine, authentic and true copy of the originals. In case at any stage of tendering process or during execution of contract or after expiry of contract, if it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the company shall immediately reject the bid of such bidder(s) or cancel /terminate the contract, as the case may be and the Performance Security shall be forfeited. Also the bidder / the party/the contractor shall be debarred for a period of three (03) years from the date of issuance of debarment notice, besides legal action.
- 16.0 **The tender will be governed by:**  
**Forwarding Letter.**  
Instruction to Bidders-**Part-I**  
BRC-BEC-Bid Rejection Criteria & Bid Evaluation Criteria –**Part-II.**  
General Conditions of Contract. (GCC) **Part –III, Section-I**  
Scope of Work & Special Conditions of Contract (SCC), **Part-III, Section- III**  
Schedule of Work, Unit and Quantity (SOQ)- **Part-III, Section-IV**  
Schedule of Company's Plants, Materials & Equipments **Part V**  
Safety measures **Part VI**  
Integrity Pact **Part VII**  
Restriction on procurement **Part VIII**  
**Proforma and Annexures**

- 17.0 **The Integrity Pact is applicable against this tender:**

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “**Part-VII Integrity Pact**” of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL's competent signatory (Digitally Signed). The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

(Note: Following person has been appointed as Independent External Monitor:

A. SHRI SUTANU BEHURIA, IAS (Retd.),

E-mail: [sutanu2911@gmail.com](mailto:sutanu2911@gmail.com)

B. . SHRI RUDHRA GANGADHARAN, IAS (RETD.),

Ex-Secretary, Ministry of Agriculture

(e-mail id : [rudhra.gangadharan@gmail.com](mailto:rudhra.gangadharan@gmail.com))

C.SHRI OM PRAKASH SINGH, IPS (RETD.),

Former DGP, Uttar Pradesh

E-mail: [Ops2020@rediffmail.com](mailto:Ops2020@rediffmail.com)

**18.0 SPECIAL NOTE:**

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

To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate of Class 3 with Organizations Name 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>). Bidders must have a valid User Id to access OIL e-Procurement site. Bidders can click on Guest login button to view the available open tenders in the E-portal. Bidders shall request OIL through E-mail or fax or letter along with the cost of bid documents as indicated in the NIT for issue of the USER ID for accessing and submitting against the E-procurement tender. The User ID shall be issued to the eligible bidders on receipt of the request. The detailed guidelines are available in OIL's e-procurement site. For any clarification in this regard, bidders may contact OIL.

Please note that all tender forms (Bid document, Integrity Pact, Proforma, Annexure) and supporting documents are to be submitted through OIL's E-Procurement site only except ~~Original Bid Security~~ and any other document if specified in the IFB which are to be submitted in sealed envelope super scribed with tender no. and due date to: **The G.M. (Contracts)**, Pipeline Head Quarter, Oil India Limited, Guwahati- 781171, ASSAM

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

Please note Encryption certificate is also required along with Digital Certificate Class III [Organization in order to submit bid in system. Please refer "Guideline to Bidder for participating in OIL"

- 19.0 The tender is invited under **SINGLE STAGE TWO BID SYSTEM**. The bidder has to submit the "Un-Priced Techno-Commercial" and "Price-Bid" through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender portal. **The Technical Bid is to be submitted as per Scope of Work & Technical Specifications along with all technical related documents related to the tender are to be uploaded under Technical RFx Tab.** The Price Bid rates shall be quoted as specified in the "PRICE BID FORMAT" and to be attached as attachment under the Notes & attachment tab. **The price quoted in the "PRICE BID FORMAT" will only be considered for evaluation.**

**Please note that no price details should be uploaded under Technical RFx. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment under Notes & Attachment Tab. Offer not complying with above submission procedure will be rejected.**

A few screen shots to find out the required IFB is shown below.

Notes and Attachments

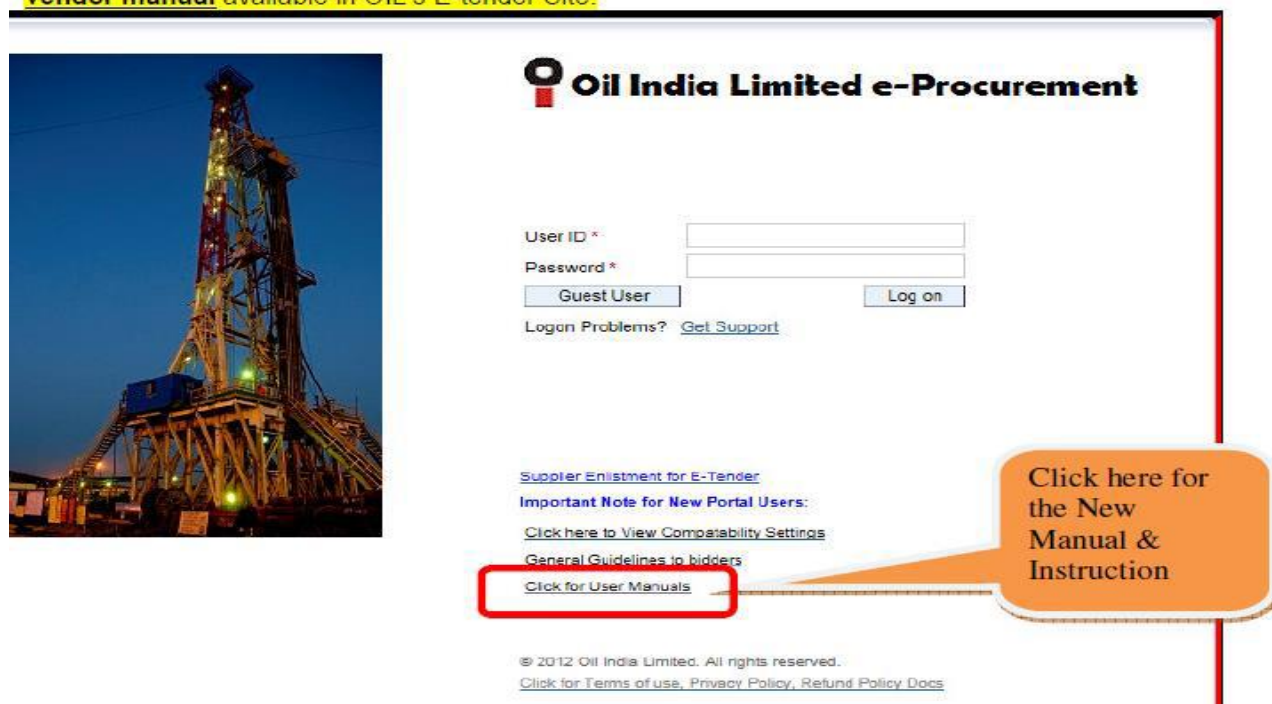
→ Only Price Details Should Be Uploaded

Technical attachments

→ All technical bid documents except price details

Please do refer “**NEW INSTRUCTION TO BIDDER FOR SUBMISSION**” for the above two points and also please refer “**New Vendor Manual (effective 12.0.2017)**” available in the login Page of the OIL’s E-tender Portal.

Regarding new bid submission procedure (effective from 12.04.2017 onwards), please refer **new vendor manual** available in OIL’s E-tender Site:



### **Notes :**

- \* The “Techno-Commercial Unpriced Bid” shall contain all techno-commercial details except the prices.
- \*\* The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the Sign. On Signing a new file with extension .SIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.
- 8.0 Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.
- 9.0 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.
- 10.0 OIL reserves the right to increase/decrease the quantum of job at the time of award of contract and it will be obligatory on the part of the successful bidder to accept the same at the offered rates.
- 11.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

- 12.0 Offer must conform in all respect to the terms and conditions of the enquiry. Deviations, if any, must be clearly and specifically stated. Conditional bids are liable to be rejected at the discretion of the Company.

Thanking you,  
Yours faithfully,  
OIL INDIA LIMITED

General Manager (Contracts)  
For Chief General Manager (PLS)

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**INSTRUCTIONS TO BIDDERS**

- 1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 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
    - (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) Bid Security Declaration
    - (viii) The amount of Performance Guarantee with validity
    - (ix) Quantum of liquidated damages for default in timely completion of contract
  - (b) Instructions to Bidders, (Part-I)
  - (c) Bid Evaluation Criteria, (Part-II)
  - (d) General Conditions of Contract, (Part-III, SEC-I)
  - (e) Scope of Work & Special Conditions of Contract, (Part-III, SEC-III)
  - (f) Schedule of quantities (Part-III, SEC-IV)
  - (g) Schedule of Company's Plants, materials & equipments(PART-V)
  - (h) Safety Measures(Part-VI)
  - (i) Integrity Pact (Part-VII)
  - (j) Restriction on procurement ((Part-VIII)
  - (k) Restriction of procurement (Proforma-A)
  - (l) Price Bid Format, (Proforma-B)
  - (m) Bid Form, (Proforma-C)
  - (n) Statement of Compliance, (Proforma-D)
  - (o) Bid Security Declaration Form, (Proforma-E)
  - (p) Performance Security Form, (Proforma-F)
  - (q) Undertaking by Vendor on PBG submission( Proforma-G)
  - (r) Proforma of Letter of Authority, (Proforma-H)
  - (s) Authorisation for Attending Bid Opening, (Proforma-I)
  - (t) Draft Agreement copy, (Proforma-J)
  - (u) Self-declaration for local content (Proforma-K)
  - (v) Certificate of compliance of financial criteria (Proforma-L)
  - (w) Undertakings for submission of Authentic information ( Proforma-M)
  - (x) Declaration of Bidders ( Proforma-O)
  - (y) E-remittance (RTGS)- ( Proforma-P)
  - (z) Indemnity Bond ( Proforma-Q)
  - (aa) Financial statement not audited ( Proforma-R)
  - (bb) Format for Certificate of Annual turnover & Net Worth(Proforma-S)
  - (cc) Proforma of Bank Guarantee towards PP-LC(Proforma-T)
  - (dd) BEC/A-Format for technical work experience
  - (ee) General HSE Points (Appendix-A)
  - (ff) Labour license procedure (Appendix-B)
  - (gg) Start up & MSE vendors (Appendix-C)
  - (hh) PP-LC policy (Appendix-D)
- 2.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

- 2.2 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

3.0 **TRANSFERABILITY OF BID DOCUMENTS:**

- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the Bidder in whose name the Bid Document has been issued.
- 3.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.
- 3.3 Unsolicited bids will not be considered and will be rejected straightway.

4.0 **AMENDMENT OF BID DOCUMENTS:**

- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum.
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the "Technical RFx Response" under the tab "Amendments to Tender Documents". The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. **Bidders are to check from time to time the E-Tender portal ["Technical RFx Response" under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

5.0 **PREPARATION OF BIDS**

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

5.2 **BIDDER'S/AGENT'S NAME & ADDRESS:**

Bidders should indicate in their bids their detailed postal address including the Fax/Telephone /Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorised Agents in India, if any.

5.3 **DOCUMENTS COMPRISING THE BID:**

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

**(A) TECHNICAL BID**

- (i) Complete technical details of the services & equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with Clause 10.0 hereunder.
- (iii) Bid Security Declaration in accordance with Clause 11.0 hereunder.
- (iv) Copy of Bid-Form without indicating prices in Proforma-C
- (v) Statement of Compliance as per Proforma-D
- (vi) Copy of Priced Bid without indicating prices (Proforma-B)
- (vii) Integrity Pact digitally signed by OIL's competent personnel as Annexure-A1, attached with the bid document to be digitally signed by the Bidder.
- (viii) Undertaking towards submission of authentic information/documents as per Format vide Annexure-XI.



**(B) PRICED BID**

- (i) Bidder shall quote their prices in the following Proforma available in OIL's E-procurement portal in the **"Notes & Attachments" Tab**:
  - a) Price-Bid Format as per Proforma-B
  - b) Bid Form as per Proforma-C
- (ii) The Priced Bid shall contain the prices and any other commercial information pertaining to the service offered. Currency of quote shall be INR only.
- (iii) For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e. NO PRICE Condition), Bidder must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE condition (i.e. Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidders shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only up to seven (07) days from the date of Price-Bid opening of the e-tender.

6.0 **BID FORM:** The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

7.0 **BID PRICE:**

7.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E- Tender Portal in "Notes & Attachment" Tab. Unit prices must be quoted by the Bidders, both in words and in figures.

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

7.3 All duties and taxes including Corporate Income Tax, Personal Tax, Octroi/Entry Tax, other Cess/levies etc. except Goods and Service Tax (GST) 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.

8.0 **CURRENCY OF BID AND PAYMENT:** A Bidder is expected to submit their bid in Indian Rupees. Currency once quoted will not be allowed to be changed.

9.0 **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:** These are listed in **BID EVALUATION CRITERIA (BEC), PART-2** of the Bid document.

10.0 **BID SECURITY DECLARATION:**

The Bid Security Declaration as per (Proforma-E) is required submit as a part of technical bid. Offer without Bid Security Declaration will be rejected.

11.0 **PERIOD OF VALIDITY OF BIDS:**

11.1 Bids shall remain **valid for 120** days from the date of closing of bid prescribed by the Company. **Bids of shorter validity will be rejected as being non-responsive.** If nothing is mentioned by the Bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Bid Closing Date.

11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail.

#### 12.0 **SIGNING OF BID:**

12.1 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 Organizations 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. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. Bidder must also have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization].

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

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

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected.

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

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

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

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

#### 13.0 **SUBMISSION OF BIDS**

13.1 The tender is processed under Single Stage - Two Bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexure 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 "**HELP DOCUMENTATION**" 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" under "Techno-Commercial Bid" Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just below the "Tendering Text" in the attachment link under "Techno-

Commercial Bid” 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. For details please refer “INSTRUCTIONS” documents.

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

- 13.2 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 compliance to each clause as per Proforma-D of the bid document and in case of non-compliance, if any, the same to be highlighted in the Proforma–D and the same should be uploaded along with the Technical Bid.
- 13.3 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 14.0 **INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:** Not Applicable.
- 15.0 **DEADLINE FOR SUBMISSION OF BIDS:**
- 15.1 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.
- 15.2 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.
- 16.0 **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.
- 17.0 **MODIFICATION AND WITHDRAWAL OF BIDS:**
- 17.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time.
- 17.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 17.3 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 and shall be put in the Holiday List for a period of six (06) months to two (02) years as the case may be as per Company's Banning Policy.
- 18.0 **EXTENSION OF BID SUBMISSION DATE:** Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.
- 19.0 **BID OPENING AND EVALUATION:**
- 19.1 Company will open the Technical Bids, including submission made pursuant to clause 18.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per **Proforma-I**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid

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

- 19.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 19.3 Bids which have been withdrawn pursuant to clause 18.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 19.4 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 Declaration form, and such other details as the Company may consider appropriate.
- 19.5 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.
- 19.6 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 way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the Bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other Bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 19.7 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.
- 19.8 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.
- 20.0 **OPENING OF PRICED BIDS:**
- 20.1 Company will open the Priced Bids of the technically qualified Bidders on a specific date in presence of representatives of the qualified Bidders. The technically qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 20.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 20.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit 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.

- 21.0 **CONVERSION TO SINGLE CURRENCY:** Not Applicable.
- 22.0 **EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per **BID EVALUATION CRITERIA (BEC), PART-2** of the Bid Document.
- 22.1 **DISCOUNTS / REBATES:** Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.
- 22.2 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.
- 22.3 **LOADING OF FOREIGN EXCHANGE:** There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic Bidders.
- 22.4 **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.
- 22.5 **REPATRIATION OF RUPEE COST:** Not Applicable.
- 23.0 **CONTACTING THE COMPANY:**
- 23.1 Except as otherwise provided in **Clause 19.0** above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide **sub-clause 19.6**.
- 23.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.
- 24.0 **AWARD CRITERIA:**
- The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 25.0 **COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:**
- Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder, or Bidders or any obligation to inform the affected Bidder of the grounds for Company's action.
- 26.0 **NOTIFICATION OF AWARD:**
- 26.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.
- 26.2 The notification of award will constitute the formation of the Contract.
- 27.0 **PERFORMANCE SECURITY:** Successful bidder has to submit Performance Security as mentioned in GCC clause no. 10.0.
- 27.1 Performance security @3% of total contract value is applicable against this contract. The Performance Bank Guarantee shall be denominated in the currency of the contract.

- 27.2 The Performance Bank Guarantee specified above must be valid as mentioned in the LOA. The Performance Bank Guarantee 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.
- 27.3 The Performance Bank Guarantee shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.
- 27.4 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 27.5 Failure of the successful Bidder to comply with the requirements of **clause 27.0 and/or 28.0** and their sub-clauses 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 put in the Holiday List for a period of two (02) years as the case may be as per Company's Banning Policy.
- 27.6 Bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Bank Guarantee in OIL's office.

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

(a) "MT 760 / MT 760 COV for issuance of bank guarantee

(b) "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., Guwahati Branch, Chibber House, G.S. Road, Dispur, Assam, Pin – 781005.

**28.0 SIGNING OF CONTRACT:**

- 28.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.
- 28.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful Bidder shall remain binding amongst the two parties.
- 28.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be put in the Holiday List for a period from six (06) months to two (02) years as the case may be as per Company's Banning Policy.

**29.0 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 banned for a period of 3 (three) years from the date of detection of such fraudulent act besides the legal action as per Company's Banning Policy.

**30.0 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.

31.0 **MOBILISATION ADVANCE PAYMENT:** Not Applicable.

32.0 **INTEGRITY PACT:**

32.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide PART-VII 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 uploaded 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.**

32.2 OIL has appointed the following persons as Independent External Monitors (IEM) for a period of 3 (three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitor for any matter relating to the IFB at the following addresses:

- a. Shri Sutanu Behuria, IAS (Retd.),  
E-mail: sutanu2911@gmail.com
- b. Shri Rudhra Gangadharan, IAS (Retd.); Ex-Secretary, Ministry of Agriculture  
E-mail id: rudhra.gangadharan@gmail.com
- c. Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh  
E-mail: Ops2020@rediffmail.com

33.0 **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.

34.0 **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.

35.0 **CUSTOMS DUTY:** Not Applicable.

36.0 **PURCHASE PREFERENCE:** Purchase Preference to MSME will be applicable as per latest Govt. Guidelines. Bidders to take note of the same and quote accordingly. It is Bidder's responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for purchase preference against this tender.

37.0 **PURCHASE PREFERENCE ON LOCAL CONTENT:**

- 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 **Purchase Preference (Linked with Local Content) (PP-LC) is applicable against this tender. Bidders to note that Ministry of Petroleum & Natural Gas, Government of India implemented PPLC Policy to provide Purchase Preference (linked with local content) by notification no. Ref. FP-20013/2/2017-FP-PNG dtd.17.11.2020 and amended from time to time. Bidders are requested to take note of the same and to submit their offers accordingly wherever applicable. The bids shall be evaluated as per applicability of policy.**
- Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified in Appendix-D and shall have to submit all undertakings / documents applicable for this policy.
- 38.0 General Health, Safety and Environment (HSE) aspects shall be as per the terms set forth in Appendix-A of the tender document.
- 39.0 Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971 shall be as per terms set forth in Appendix-B of tender document.
- 40.0 The User Manual provided on the e-portal on the procedure How to create Response for submitting offer may be referred for guidance.
- 41.0 Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify of various documents required against BEC/BRC of the tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. RINA India Pvt. Ltd.	a. <a href="mailto:ssd@rina.org">ssd@rina.org</a> b. <a href="mailto:Andrea.Vattuone@rina.org">Andrea.Vattuone@rina.org</a>
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. <a href="mailto:rkjain@rcaindia.net">rkjain@rcaindia.net</a> b. <a href="mailto:info@rcaindia.net">info@rcaindia.net</a>
iii.	M/s. Germanischer Lloyd Industrial Services GmbH (DNV GL- Oil & Gas)	a. <a href="mailto:mangesh.gaonkar@dnvgl.com">mangesh.gaonkar@dnvgl.com</a>
iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. <a href="mailto:Jaimin.Bhatt@tuv-sud.in">Jaimin.Bhatt@tuv-sud.in</a> b. <a href="mailto:sanjaykumar.singh@tuv-sud.in">sanjaykumar.singh@tuv-sud.in</a> c. <a href="mailto:Pankaj.Narkhede@tuv-sud.in">Pankaj.Narkhede@tuv-sud.in</a> d. <a href="mailto:Ajit.Yadav@tuv-sud.in">Ajit.Yadav@tuv-sud.in</a>
v.	M/s. IRCLASS Systems and Solutions Private Limited	a. <a href="mailto:abhishek.singh@irclass.org">abhishek.singh@irclass.org</a> b. <a href="mailto:pradeep.bansal@irclass.org">pradeep.bansal@irclass.org</a> c. <a href="mailto:Asim.Hajwani@irclass.org">Asim.Hajwani@irclass.org</a> d. <a href="mailto:Amit.Ketkar@irclass.org">Amit.Ketkar@irclass.org</a> e. <a href="mailto:industrial_services@irclass.org">industrial_services@irclass.org</a>
vi.	M/s. Gulf Lloyds Industrial Services (India) Pvt. Ltd.	a. <a href="mailto:contact@gulflloyds.com">contact@gulflloyds.com</a> b. <a href="mailto:bbhavsar@gulflloyds.com">bbhavsar@gulflloyds.com</a> c. <a href="mailto:inspection@gulflloyds.com">inspection@gulflloyds.com</a> d. <a href="mailto:gulflloyds.india@gmail.com">gulflloyds.india@gmail.com</a>



vii.	M/s. TUV India Private Limited	a. <a href="mailto:salim@tuv-nord.com">salim@tuv-nord.com</a> b. <a href="mailto:delhi@tuv_nord.com">delhi@tuv_nord.com</a>
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. <a href="mailto:Shailesh.Deotale@ind.tuv.com">Shailesh.Deotale@ind.tuv.com</a> b. <a href="mailto:ravi.kumar@ind.tuv.com">ravi.kumar@ind.tuv.com</a> c. <a href="mailto:rupeshkumar.singh@ind.tuv.com">rupeshkumar.singh@ind.tuv.com</a> d. <a href="mailto:Neeraj.Chaturvedi@ind.tuv.com">Neeraj.Chaturvedi@ind.tuv.com</a>
ix.	M/s. Bureau Veritas (India) Private Limited	a. <a href="mailto:udit.chopra@bureauveritas.com">udit.chopra@bureauveritas.com</a> b. <a href="mailto:vishal.sapale@bureauveritas.com">vishal.sapale@bureauveritas.com</a> c. <a href="mailto:dinesh.sukhramani@bureauveritas.com">dinesh.sukhramani@bureauveritas.com</a> d. <a href="mailto:p.sridhar@bureauveritas.com">p.sridhar@bureauveritas.com</a> e. <a href="mailto:hariprasad.jhawar@bureauveritas.com">hariprasad.jhawar@bureauveritas.com</a> f. <a href="mailto:amit.shaw@bureauveritas.com">amit.shaw@bureauveritas.com</a> g. <a href="mailto:business.support@bureauveritas.com">business.support@bureauveritas.com</a> h. <a href="mailto:labhanshu.sharma@bureauveritas.com">labhanshu.sharma@bureauveritas.com</a> i. <a href="mailto:pramodkumar.yadav@bureauveritas.com">pramodkumar.yadav@bureauveritas.com</a> j. <a href="mailto:sonal.lad@bureauveritas.com">sonal.lad@bureauveritas.com</a> k. <a href="mailto:bvindia.corporate@in.bureauveritas.com">bvindia.corporate@in.bureauveritas.com</a>

- 41.1 The Bidders have to get the various documents required against BEC/BRC of the tender verified and certified by anyone of the above Independent Inspection Agencies and submit the duly certified documents along with the Inspection Certificate issued by the Inspection Agencies as part of their Technical Bids. It may be noted that the scope of inspection is primarily to verify the authenticity of the documents being submitted as part of the bid. All Charges of the Third-party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and Payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.
- 41.2 As mentioned above, Bidder(s) have to submit the verified documents and the **duly certified Inspection Certificate by the Inspection Agencies** along with the Technical Bids. **Bid submitted with un-verified supporting documents shall not be normally considered. However, in case a bidder submits its bid alongwith all relevant supporting documents against BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within seven (7) days of actual bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within seven (7) days of actual bid opening at its own risk and responsibility.** If a bidder does not submit the undertaking towards submission of third party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then such bids shall be considered.
- 41.3 The methodology of inspection/ verification of documents is broadly as under but not limited to:
- (a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Rejection & Bid Evaluation Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empanelled third party certifying agencies for verification/certification. Neither OIL nor the third party certifying agency

shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/ verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.

- (b) The prospective bidder shall contact any of the empanelled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. They shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required **at no extra cost to OIL. Verification of documents by OIL's empanelled third party agency shall not automatically make the bidder eligible for award of contract.**
- (c) Verification of documents (but not limited to) are normally categorized as under:
- **General Requirement:**
    - Check Bidder's PAN Card
    - Check Bidder's GST Certificate
    - Check ITR of company – last three years (minimum)
    - Check Bidder's Certificate of Incorporation – Domestic Bidder.
  - **Additional Documents : ( If applicable against the tender)**
    - Joint Ventures Agreements – To Double-check with JV Partners
    - Consortium Agreements – To Double-check with Consortium Partners
    - Holding/ Parent/Subsidiary Company – To check the notarized Share Holding pattern
  - **Technical Criteria**
    - To check Experience Proof –
    - To Check the Completion Certificates – Letter of Appreciations of proper Execution
    - Reference contract verification and true copy verification
    - To check Original Work Order/Contract Copy
    - To check any other document(s), if called for vide BEC/BRC of the Tender.
  - **Financial Criteria**
    - Check and verify Audited Balance Sheet/CA certificate – Turnover & Net Worth.
    - Check Notarization validity, if any
    - To check the Line of Credit, if incorporated in the tender.

#### **42.0 STARTUP AND MSE VENDORS**

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 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.

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

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

[A] **Financial capability:** Bidders must have:

1.(a) Annual financial turnover as per Audited Annual Reports in any of the preceding three (3) financial years should be at least **Rs. 87,36,500.00**

**FOR CONSORTIUM:**

At least one member of the consortium needs to meet the above criteria of 50% turnover. The other members of consortium should meet minimum 25% turnover requirement.

(b) Net Worth should be positive for the preceding financial year.

**NOTE: -Considering the time required for preparation of Financial Statements, if the last date of preceding financial/ accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial/ accounting year excluding the preceding financial/ accounting year will be considered. However, the bidder has to submit an affidavit/ undertaking certifying that the balance sheet/ Financial Statements for the financial year 2020-2021 (or as the case may be) has actually not been audited as on original bid closing date.**

For proof of Annual Turnover & Net worth any one of the following documents 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. ***In addition to membership number & Firm Registration Number, UDIN is also to be specified in the certificate of Turnover & Net worth issued by the CA.***

OR

ii) Audited Balance Sheet along with Profit & Loss account.

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

**[B] Experience:**

**B.1**

- i. Bidders must have: Experience of having successfully completed one similar work costing not less than **Rs. 1,45,60,900.00** in previous 7 years to be reckoned from the original bid closing date.

**“Similar Work”** mentioned above shall mean carrying out annual maintenance of high speed diffuser style barrel Pumps & associated Equipments) with any PSU/ Oil & Gas Company / Power sector or any reputed organization/Central Govt./ State Govt. Organizations during last 7 (seven) years ending bid closing date

**B.2 Documentary Evidence for proof of experience:**

- i. For proof of requisite experience of SIMILAR work, self-attested photocopies of following documents must be submitted along with the bid: Contract document / Work order showing details of work supported with Completion Certificate issued by PSUs / Govt. Organisation / Public Limited Companies or any reputed organization/Central Govt./ State Govt. Organizations for the similar work mentioned above confirming the following:
- a. Gross value of work done
  - b. Nature of Job done.
  - c. Contract start and completion date.

**OR**

- ii. In case similar work is done for OIL, the bidder shall submit documentary evidence in the form of copies of Final Service Entry Sheet (SES) and copies of Work Order /Purchase order/ Contract document.

Note: In case of OIL contractor, copy of certificate of completion (COC)/Work Order showing gross value of job shall be required. It may clearly be noted that simply mentioning of OIL COC/WO no. will not be accepted.

**iii) Following documentary evidence in support of work experience as spelt out in clauses above must be submitted along with techno-commercial bid.**

- a) Agreement/MOU with Siemens certified vendor/channel partner for LV & MV drives. (Valid certificate to be produced by the certified vendor/channel partner).
- b) Experience in MV & LV harmonic drive maintenance.
- c) Agreement/MOU with Siemens certified vendor/channel partner for PLC system. (Valid certificate to be produced by the certified vendor/channel partner).
- d) Experience in maintenance of Siemens PLC system
- e) Experience in calibration of instruments with respect to master instruments traceable to NABL accredited laboratories. Valid NABL accredited calibration certificate to be provided.

- B.3** In case of tenders for Annual Rate contracts / Maintenance and Service contracts, if the prospective bidder is executing rate / maintenance /service contract which is still running and the contract value / quantity executed prior to due date of bid submission is equal to or more than the minimum prescribed value in the BEC such experience will also be taken in to consideration provided that the bidder has submitted satisfactory work / supply / service execution certificate issued by end user.

- B4. A job executed by a bidder for its own organization / subsidiary shall not be considered as experience for the purpose of meeting BEC.
- B5. In case the start date of the requisite experience is prior to the preceding 07 (seven) years' period reckoned from the original bid closing date but completion is within the preceding 07 (seven) years' period reckoned from the original bid closing date, then the value / duration of only that part of SIMILAR Work will be considered which has been executed within preceding 07 (seven) years' period reckoned from the original bid closing date. This value / duration should meet the minimum criteria prescribed in the BEC. In such cases, the bidder must submit relevant document(s) certified by the end user or a certificate issued by a practicing Chartered / Cost Accountant Firm (with Membership Number & Firm Registration Number) clearly indicating the value / duration of such experience.
- B6. If the prospective bidder has executed contract(s) in which SIMILAR work is a component, and the value / duration of Similar work executed satisfies the minimum criteria prescribed in the BEC, then such experience will also be taken into consideration provided that the bidder submits the breakup of the works executed under such contract(s) clearly indicating the value / duration of SIMILAR work, which must be certified by the end user.
- [C] Deviation to the following provision of the tender document shall make the bid liable for rejection:
- i. Firm price
  - ii. EMD / Bid Bond
  - iii. Scope of work
  - iv. Specifications
  - v. Price Schedule
  - vi. Delivery / Completion Schedule
  - vii. Period of Validity of Bid
  - viii. Liquidated Damages
  - ix. Performance Bank Guarantee / Security deposit
  - x. Guarantee of material / work
  - xi. Arbitration / Resolution of Dispute
  - xii. Force Majeure
  - xiii. Applicable Laws
  - xiv. Integrity Pact, if applicable
  - xv. Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

[D] Bidders have to furnish the followings: -

- i. NAME OF FIRM
- ii. DETAIL POSTAL ADDRESS
- iii. TELEPHONE NO.
- iv. MOBILE NO.
- v. E-MAIL ID
- vi. FAX NO.
- vii. CONTACT PERSON
- viii. CONTACT PERSON'S CONTACT NO.
- ix. TAX EXEMPTION CERTIFICATE NO, if applicable. (Self-Attest copy required)
- x. CST REGD. NO, if applicable. (Self-Attest copy required)
- xi. LOCAL SALE TAX REGD.NO if applicable. (Self-Attest copy required)
- xii. PAN NO. (Self-Attest copy required)

- xiii. VAT REGD.NO, if applicable. (Self-Attest copy required)
- xiv. BANK ACCOUNT NO.
- xv. BANK ACCOUNT TYPE
- xvi. BANK NAME
- xvii. BANK ADDRESS
- xviii. GST. NO (Self Attest copy required)
- xix. P.F. Account No. / Code.
- xx. Service Tax registration No.

**E.0 COMMERCIAL:**

1. Bidder shall submit the offer under "Single Stage Two Bid System", "Technical bid", "Bid Form", "Bid Security Declaration" and the "Price Bid".
3. Validity of the bid shall be minimum 120 days. Bids with lesser validity will be rejected.
4. Any bid received in the form of Telex/Cable/Fax/E-mail/ Telephone call will not be accepted.
5. Bidders must quote clearly and strictly in accordance with the price schedule outlined in relevant section of Bidding Documents; otherwise the bid will be rejected.
6. Any bid containing false statement will be rejected.
7. The Bid Documents are not transferable. Bids made by parties who have not purchased the Bid Documents from the Company will be rejected.
8. Any Bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.
9. Price quoted by the successful Bidder must be firm during the performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.
10. Bids shall be typed or written in indelible ink and shall be signed by the bidder or his authorized representative.
11. 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.
12. Bidder shall fulfill all the relevant clauses applicable for this Tender. If any Bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.
13. The following Clauses with all its sub-clauses should be agreed in toto, failing which the bid will be rejected. To this effect Bidder shall submit an undertaking along with the Technical Bid.
  - a) Performance Security Clause
  - b) Force Majeure Clause
  - c) Termination Clause
  - d) Settlement of disputes Clause

- e) Liquidated Damages Clause.
- f) Acceptance of Jurisdiction and applicable law.
- g) Tax liabilities clause.
- h) Insurance clause.
- i) With holding clause.
- j) Liability clause.
- k) Set off clause

#### F.0 Evaluation of Bids:

The Bids will be evaluated as per the Bid Evaluation Criteria (BEC) as stated herein as under:

#### **BID EVALUATION CRITERIA (BEC)**

1. Bids conforming to the terms and conditions stipulated in the bid document and considered responsive and subject to qualifying the Bid Rejection Criteria will be considered for further evaluation.
2. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for the items of SOQ. Price Bids of the techno-commercially acceptable bidders will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering the total quoted price inclusive of all liabilities and GST as per Price Bid Format. Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to the L-1 bidder.
3. In case of identical overall lowest offered rate by more than 01 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price. Company's decision in this regard is final and binding to all bidders.
4. Any discount/rebates offered 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 discount/rebate the contract shall be awarded after taking into consideration such discount/rebate after negotiation or otherwise.
5. Company will open the Bids in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter 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. Only one representative against each bid will be allowed to attend.
6. Bid for which an acceptable notice of withdrawal has been received 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 properly signed and whether the bids are generally in order.
7. Company shall prepare, for its own records, document containing the information disclosed to those present in accordance.
8. To assist in the examination, evaluation and comparison of bids the Company may at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.



9. Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without deviations or reservation. A deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding 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.
10. 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.
11. 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.
12. 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.
13. In case, any of the clauses in the BEC/BRC contradict with other clauses of Bid Document elsewhere, then the clauses in the BEC/BRC shall prevail.
14. Bidder shall fulfill all the relevant clauses applicable for this e-Tender.
15. The original copy of documents [submitted by bidders(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

**G.0 OPENING OF COMMERCIAL/ PRICE BIDS:**

1. Price bids shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL. Company will open the Commercial/Price Bids of techno-commercially acceptable bidders on a specific date in presence of interested bidders.
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.
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 any Bidder does not accept the correction of the errors, their bid will be rejected.

4. All entries in the offer must be made in English. Rates quoted must be firm and shall be both in figures and words. In case of any discrepancy the rates quoted in words will prevail. No overwriting shall be allowed and all corrections must be initiated.
5. Bidders are requested quote their rates in the Price Format enclosed as per SOQ. Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected. Rates quoted shall be both in figures and words. In case of any discrepancy the rates quoted in words will prevail.
6. 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.
7. The original copy of documents [furnished by bidders(s)] shall have to be produced by bidder(s) to OIL as and when asked for.
8. The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.

## ANNEXURE-AA:

**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(Rs.)	NETWORTH(Rs.)

Place:

Date:

Seal:

Membership Code and Registration No.

UDIN:

Signature

\*\*\*\*\*

## PART-III, SECTION-1

**GENERAL CONDITIONS OF CONTRACT (GCC)**

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

**DESCRIPTION OF WORK/SERVICES:-**

HIRING AMC SERVICE AND BREAKDOWN MAINTENANCE SERVICES OF 16 NUMBERS OF MAINLINE HORIZONTAL PUMPS (SULZER GSG) ALONG WITH PRIME MOVERS AND OTHER EQUIPMENT IN VARIOUS PIPELINE PUMP STATIONS FOR A PERIOD OF 3(THREE)YEARS..

**GENERAL TERMS AND CONDITIONS****GENERAL CONDITIONS OF CONTRACT (GCC)**

MEMORANDUM OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ between OILINDIA LIMITED a Company incorporated under the Companies Act 1956 and having its registered Office at Duliajan in the District of Dibrugarh, Assam (hereinafter called Company) of the one part and Shri/Smti \_\_\_\_\_ and Shri/Smti \_\_\_\_\_ carrying on business as partners /proprietor under the firm name and style of M/s. \_\_\_\_\_ with the main Office at \_\_\_\_\_ in the District of \_\_\_\_\_ aforesaid (hereinafter called 'Contractor') on the other part.

**WITNESSETH:**

1. a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms **PART-III; SECTION-IV** of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms **PART-III, SECTION-II** of the contract utilizing any materials/services as offered by the Company as per **Part-V** of the contract at Various field installations within the state of **Assam**.  
  
b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.  
  
c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.
2. The contractor shall provide all labor, supervision and transport and such specified materials described in **Part-III** of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for

all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

3. The Company's Engineer shall have power to:
  - a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.
  - b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.
  - c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.
  - d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.
  - e) Order deviations in **Part I, II and III** of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed.
4. The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in **Part-III** if so ordered by the company at the same rates, terms and conditions.
5. The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.
6. The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts:-
  - i) The Factories Act & Rules
  - ii) The Minimum Wages Act, 1948.
  - iii) The Workman's Compensation Act, 1923.
  - iv) The Payment of wages Act, 1963.
  - v) The Payment of Bonus Act, 1965.
  - vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
  - vii) Employees' Pension Scheme, 1995.
  - viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
  - ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
  - ~~x) AGST Act.~~
  - xi) GST Act.

or any other Acts or Statute not here in above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Contractor shall not make the

Company liable to reimburse the Contractor for the statutory increase in the wage rates of the Contract Labour appointed by the Contractor. Such Statutory increase in the wage rates of Contract Labour shall be borne by the contractor.

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 Guwahati**

7. The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.
8. The duration of the contract shall be 03(Three) years from the commencement date mentioned in the work order. The Contractor must complete the work within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c ) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) of the total contract cost subject to a maximum of 7.5% of the total contract cost.

OIL's Engineer's certificate as to the criticality or otherwise of an item shall be final.

The payment of liquidated damages/penalty may be reduced or waived at the sole discretion of the Company whose decision in this regard will be final.

In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and / or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

9. In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots , or in any agitation prejudicial to the Company's interest and any such even taking shape or form at any place of the Company's works or and its neighborhood.
10. The tendered all-inclusive of Price (the Contract price) **except GST** is Rs.XXXXXXXXXX **(Not to be filled up by the bidder. This will be entered at the time of Signing of the agreement) but the Company shall pay the Contract or only for actual work done at the all-inclusive rates set down in the Schedule of Work part III Section IV of this Contract.**

Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

11. The contractor employing 20 (twenty ) or more workmen on any day preceding 12 months shall be required to obtain requisite licence at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.

12. The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours' notice in writing to the Contractor and in the event of Company's so doing the clause 5 here of shall prevail and the accounts between the parties will be in accordance therewith finalized.
13. The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.
14. The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with Factories Act & Rules. The Company's representative shall not allow/accept those men who are not provided with the same.
15. All Statutory taxes levied by the Central & State Government or any other competent authority from time to time will be borne by contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities **but excluding GST**. ~~GST if applicable shall be, to the company's account. However, GST portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.~~
16. The Contractor shall deploy local persons in all works.
17. The Contractor shall not engage minor labour below 18(eighteen) years of age under any circumstances.
18. The Contractor and his/her workmen shall strictly observe the rules and regulations as per Factories Act & Rules (latest editions).
19. **GENERAL OBLIGATIONS OF COMPANY:**

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

- i) Pay the Contractors in accordance with terms and conditions of the contract.
- ii) Allow access to Contractors and their personnel, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

20. **SPECIAL CONDITIONS**

- a) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.
- b) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to applicable P.F. Contribution.

21. **FORCE MAJEURE:**

- 21.1 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.
- 21.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 21.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen (15) days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.
22. **TERMINATION:**
- 22.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** The 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.
- 22.2 **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 21.0 above.
- 22.3 **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.
- 22.4 **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.
- 22.5 **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.
- 22.6 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.

22.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 22.1 to 22.6 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 for services as per the Contract upto the date of termination including the De-mobilization cost, if any.

23. **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.

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

23.2 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.

24. **SETTLEMENT OF DISPUTES AND ARBITRATION:**

24.1 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 :

a. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 day's notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

b. 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 (Three) Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

c. 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.

- d. 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.
- e. 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.
- f. 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.
- g. The arbitral tribunal shall make and publish the award within time stipulated as under :

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

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

- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
- m. 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.

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

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be

applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however; any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

The venue of all arbitrations under both 24.1 & 24.2 will be **Guwahati, Assam**. The award made in pursuance thereof shall be binding on the parties.

25. **I.B. VERIFICATION REPORT AND SECURITY REVIEW:**

Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department before engagement.

In case of any doubt or dispute as to the interpretation of any clause herein contained, the decision of the Company's Engineer shall be final and binding on the contractor.

26. **SET OFF CLAUSE:**

Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).

27. **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

If it is found that a Bidder/Contractor has furnished fraudulent document/information the party shall be debarred for period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced.

28. **WARRANTY AND REMEDY OF DEFECTS:**

- 28.1 Contractor warrants that it shall perform the work in a professional manner and in accordance with the highest degree of quality, efficiency, and with the state of the art technology/ inspection services and in conformity with all specifications, standards and drawings set forth or referred to in the Scope of Work. They should comply with the instructions and guidance which Company may give to the Contractor from time to time. For any rectification works during Defect Liability Period (12 Months from the date of completion of the project) of any Works contractor(s) / purchase(s), PMC shall extend their supervisory / technical assistance at no extra cost.
- 28.2 Should Company discover at any time **during the execution** of the Contract that the work carried out by the contractor does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform 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 carried out by others and charge the cost thereof to Contractor which the contractor

must pay promptly. In case contractor fails to perform remedial work, the performance security shall be forfeited.

29. **CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**

- 29.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 29.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 29.3 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.

30. **TAXES:**

- 30.1 Tax levied 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.
- 30.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India.
- 30.3 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. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 30.4 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.
- 30.5 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.
- 30.6 Corporate and personal taxes on contractor shall be the liability of the contractor and the company shall not assume any responsibility on this account.
- 30.7 *All local taxes, levies and duties, sales-tax, octroi, customs duty, GST etc. on purchases and sales made by contractor shall be borne by the contractor.*

30.8 **GST:**

Quoted price should be **exclusive of applicable GST**.

30.9 **CUSTOMS DUTY ON EQUIPMENT:**

- i) Contractor is liable to pay all customs duty, as applicable on the equipment brought to India for executing the works.
- ii) The Contractor shall be fully liable for observing all the formalities in this regard as well as to pay the customs duty chargeable on the equipment, including any deposit payable for such purposes. No adjustment in the Contract Price shall be permissible for any change in duty drawback applicable in respect of equipment and machinery brought to India for use in the project and for re-export of equipment & machinery, on completion of the project.

#### 30.10 **CUSTOMS DUTY:**

The quoted price shall include full customs duties for materials (for permanent incorporation in the work), equipment and plants envisaged to be imported for execution of work.

#### 30.11 **IMPORT LICENSE:**

The Contractor shall arrange import of all materials required for permanent incorporation in the works as well as construction equipment as per the guidelines laid down by the Government of India. Import license shall not be provided by Company.

#### 31. **INSURANCE:**

- 31.1 The contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the contractor or its subcontractor during the currency of the contract.
- 31.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances among others:
  - 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 covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfill the provisions under this contract.
  - d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
  - 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 shall be governed by Indian Insurance regulations.
  - f) Public Liability Insurance as required under Public Liability Insurance Act 1991.
- 31.3 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 31.4 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.

- 31.5 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 by Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.
- 31.6 Contractor shall require all of their 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.
- 31.7 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company.

32. **CHANGES:**

- 32.1 During the performance of the work, Company may make a change in the 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.
- 32.2 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 – III Section IV**). Upon review of Contractor's estimate, Company 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 24.0 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.

33. **NOTICES:**

- 33.1 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**

**For Contractual Matters**

General Manager (Contracts) PL  
OIL INDIA LIMITED  
PO: Udayan Vihar  
Assam-781171, India  
E-mail: [ramanujd@oilindia.in](mailto:ramanujd@oilindia.in)

**For Technical matters**

General Manager (PL-MECH)PL  
OIL INDIA LIMITED  
PO: Udayan Vihar  
Assam-781171, India  
E-mail: [dwipendradas@oilindia.in](mailto:dwipendradas@oilindia.in)

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

34. **SUBCONTRACTING:**

- 34.1 Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract, except with Company's prior written consent.

**35. MISCELLANEOUS PROVISIONS:**

- 35.1 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.
- 35.2 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.
- 35.3 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 workman like condition to the satisfaction of the Company and conform to ISO 14001.
- 35.4 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.

**36. LIABILITY:**

- 36.1 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.
- 36.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, subcontractors 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.
- 36.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwrites, servants, agents, nominees, assignees, Contractors and subcontractors for loss or damage to the equipment of the Contractor and/or its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 36.4 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.

- 36.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting there from.
- 36.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, subcontractors 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.
- 36.7 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 subcontractors 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.
- 36.8 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.

37. **CONSEQUENTIAL DAMAGE:**

- 37.1 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.

38. **INDEMNITY AGREEMENT:**

- 38.1 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.



- 38.2 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.

39. **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.

40. **PAYMENT & INVOICING PROCEDURE:**

- 40.1 Company shall pay to Contractor, during the term of the contract, the amount due calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Company unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.
- 40.2 All payments due by Company to Contractor shall be made at Contractor's designated bank. All bank charges will be to Contractor's account. Payment will be cleared on monthly basis only.
- 40.3 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.
- 40.4 Contractor will submit six sets of all invoices to Company for processing of payment. Separate invoices for the charges payable under the contract shall be submitted by Contractor for foreign currency and Indian Rupee.
- 40.5 Payment of invoices if undisputed shall be made.
- 40.6 The Company shall within 30 days of receipt of the invoice notify 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.
- 40.7 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 respect of any other billing, the payment of which may then or thereafter be due.
- 40.8 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based up to 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. Any audit conducted by Company of Contractor's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Contractor to Company and (ii) that Contractor is otherwise in compliance with the terms and conditions of this Agreement.

41. **WITH-HOLDING:**

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

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

With-holding will also be affected 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. When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-hold. Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor which is directly/ indirectly related to some negligent act or omission on the part of Contractor.

42. **SUBSEQUENTLY ENACTED LAWS:**

Subsequent to the date of submission of contractor's bid, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the company/Contractor shall reimburse/pay Contractor /company for such additional/ reduced costs actually incurred.

43. **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.

44. **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.

**45.0 GOODS AND SERVICES TAX**

**45.1 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.

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

**45.3** “**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.

**45.4** 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.

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

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

**45.5.1** OIL will reimburse the **GST** to the Supplier of Goods / Services (Service Provider) at actuals 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.

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

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

**45.6.1** OIL will reimburse **GST** to the Supplier of Goods / Services (Service Provider) at actuals 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.

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

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

**45.8 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** thereunder, OIL shall not be liable to make any payment on account of **GST** against such invoice.

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

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

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

**45.12** 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.

**45.13** 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.

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

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

**45.16** In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax,

if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/ taxes finally assessed is on the lower side.

**45.17** Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of GST 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 GST.

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

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

**45.20** In case of statutory variation in **GST**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to substantiate 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.**

**45.21** 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.

**45.22** 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.

**45.23** 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.

**45.24** 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 levyable 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.

#### **45.25 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 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

- a) The original copy being marked as ORIGINAL FOR RECIPIENT;
- b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- c) 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.

#### **45.26 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.

**45.26.1 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.

IN WITNESS whereof the parties hereunto set their hands seals the day and year first written above:-

SIGNED & DELIVERED FOR AND ON BEHALF OF \_\_\_\_\_

(Signature of Contractor or his/her/their legal Attorney)

BY THE HAND OF HIS/ HER/ THEIR PARTNER/  
LEGAL ATTORNEY.

\_\_\_\_\_  
(Full Name of Signatory)

\_\_\_\_\_  
(Seal of Contractor's Firm)

And in presence of

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Name of Witness)

Date\_\_\_\_\_

\_\_\_\_\_  
(Full Name of Signatory)

Address: - \_\_\_\_\_

\_\_\_\_\_

SIGNED & DELIVERED FOR AND ON  
BEHALF OF OIL INDIA LIMITED

(Signature of Acceptor)

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

Designation: \_\_\_\_

\*\*\*\*\*  
\_\_\_\_\_

**(End of Part III Section I)**

**PART-III; SECTION-III****Scope of Work & Special Conditions of Contract (SCC)**

**SUBJECT:** Hiring AMC service and Breakdown Maintenance services of 16 numbers of Mainline Horizontal Pumps (Sulzer GSG) along with prime movers and other equipment in various pipeline pump stations for a period of 3(Three)years.

**SCOPE OF THE WORK:** The scope of maintenance of the contractor includes all the mainline pumps along with their drivers & auxiliaries (VFD, Sealing system etc., as applicable) as listed below.

Mainline pumps:

- 1) Pump item no. 001-PA-CF-103 A/B (Mainline pumps for Mainline stream at PS1- Naharkatia)
- 2) Pump item no. 001-PA-CF-108 A/B (Mainline pumps for Digboi stream at PS1- Naharkatia)
- 3) Pump item no. 002-PA-CF-103 A/B (Mainline pumps at PS2-Moran)
- 4) Pump item no. 004-PA-CF-102 A/B (Intermediate Mainline pumps at PS-4 Sekoni)
- 5) Pump item no. 005-PA-CF-101 A/B (Intermediate Mainline pumps at PS-5 Noonmati)
- 6) Pump item no. 008-PA-CF-101 A/B (Intermediate Mainline pumps at PS-8 Sonapur)
- 7) Pump item no. 010-PA-CF-102 A/B (Mainline pumps at PS-10 Barauni)
- 8) Pump item no. 011-PA-CF-103 A/B (Mainline pumps at TPS Tengaghat).

**SPECIAL CONDITIONS:**

A) This contract is for a period of 3(Three) Years.

B) Title: Annual Maintenance Contract (Technical Requirements) for Multistage Centrifugal Pump.

Some important clauses of AMC

1.0 Introduction

2.0 Definitions

3.0 Abbreviation

4.0 Scope of document

5.0 The duration of the service offered through this proposal will be for a minimum period of 3 year.

6.0 Contractor's Responsibility:

6.1 The services envisaged from contractor through this AMC envisages scheduled and on demand visit of service engineer/ skilled technician. Maintenance personnel shall carry all required diagnosis tools/ instruments and carryout periodic recoding of performance data of each package for predictive maintenance requirement.

6.2 While on site, maintenance personnel shall carry out fault identification of the problem, rectification of fault, repair/ replacement of faulty parts etc., analysing the cause of problem and suggesting appropriate measures, for avoiding recurrence of such problems in future. Once suggested measures are approved by the owner, implement the same.

6.3 All such events shall be logged properly and records maintained in log register as back up to the computerized historical data.

6.4 Contractor shall do the assessment of spare parts and consumable requirements, a year in advance, for all types of maintenance need of the package. List so generated by the contractor shall timely be handover to the Owner for further procurement action.

6.5 The AMC services provided by the contractor shall be through maintenance engineers supported by skilled technicians & helpers under the supervision of senior maintenance engineer. All the deployed contractor personnel shall be always in identifiable prescribed uniform and necessary safety equipment.



6.6 The scope includes the following but not limited to:

- 6.6.1 Predictive, preventive, scheduled and major maintenance
- 6.6.2 Unplanned Breakdown Maintenance
- 6.6.3 Year to year assessment of spares/ consumable requirement
- 6.6.4 Preparing and submitting the detail report after each maintenance

6.7 The contractor will coordinate with all the OEMs of the installed systems/ subsystems of pump package for resolving any technical issues and also to ensure uninterrupted supply of spares/ services etc.

6.8 In order to ensure the availability of spares, the contractor shall recommend the necessary spare parts and consumables with approved quantity, to be stored by Owner. In addition to above, if any maintenance/ repair demand any unanticipated spares, contractor shall assist in all the possible way to Owner to arrange them at the earliest to reduce the downtime.

6.9 Contractor will have to arrange specialised maintenance tools for the use by his maintenance personnel. These tools shall be carried by the contractor personnel while reporting for maintenance.

6.10 Contractor shall perform the work in accordance with good and safe practices prevailing in the industry taking precautions necessary to protect the equipment, contractor's personnel, Owner and their employees and any third party at the site, and shall comply with all safety requirements as notified to contractor by Owner in writing.

#### 7.0 Owner's Responsibility:

Owner's responsibility shall include the following:

- Permit use of workshop facility at plant site
- Permit use of cranes and other lifting equipment at plant site subject to standard procedures of Owner
- Statutory inspections, if any, of relevant equipment
- Office facility at site for planned/ unplanned maintenance covered under AMC. However, communication facility will be on chargeable basis.
- Fire fighting facility
- Site security
- Operate the pump packages according to OEM operating instructions/ prudent industry practices and in accordance with the O&M manuals.
- Provide contractor access to the plant and the covered equipment to perform outage work
- Supply required utilities and services for use of contractor
- Grant all necessary work permits
- Make available special tools supplied along with PUMP package
- Make spare parts (as recommended by contractor) available for use during maintenance
- Provide a representative with authority to speak on behalf of the owner
- Holding & maintenance of spare parts as recommended by contractor and OEM
- Provide semi- skilled and unskilled labour, who will work under the supervision & guidance of the contractor's service engineer/ skilled technician for assistance in the planned and unplanned maintenance activity at site.
- Conduct and pay for Customs clearance, duties, fees, taxes, and inland transportation to support maintenance and outages.
- Maintaining necessary insurances.

#### 8.0 Items covered under AMC:

The scope of maintenance of the contractor includes all the mainline pumps along with their drivers & auxiliaries (VFD, Sealing system etc., as applicable) as listed below and also detailed in this tender document (enquiry).

#### Mainline pumps:

- 1) Pump item no. 001-PA-CF-103 A/B (Mainline pumps for Mainline stream at PS1- Naharkatia)
- 2) Pump item no. 001-PA-CF-108 A/B (Mainline pumps for Digboi stream at PS1- Naharkatia)
- 3) Pump item no. 002-PA-CF-103 A/B (Mainline pumps at PS2-Moran)
- 4) Pump item no. 004-PA-CF-102 A/B (Intermediate Mainline pumps at PS-4 Sekoni)
- 5) Pump item no. 005-PA-CF-101 A/B (Intermediate Mainline pumps at PS-5 Noonmati)
- 6) Pump item no. 008-PA-CF-101 A/B (Intermediate Mainline pumps at PS-8 Sonapur)
- 7) Pump item no. 010-PA-CF-102 A/B (Mainline pumps at PS-10 Barauni)
- 8) Pump item no. 011-PA-CF-103 A/B (Mainline pumps at TPS Tengaghat)

#### 9.0 Schedule of visits for maintenance:

Contractor shall provide planned preventive and major maintenance visits as per the schedule provided by them in their offer for AMC.

#### 10.0 Deployment of manpower at site for unplanned breakdown maintenance:

In addition to above scheduled visits, the contractor shall deploy adequate number of trained and skilled manpower as demanded by M/s OIL on per diem rate basis to carry out the breakdown maintenance as and when required. The contractor shall ensure that the above manpower is mobilized to site immediately upon receipt of such call from M/s OIL. Contractor shall ensure that adequately qualified and relevantly trained manpower having experience for all the items of the pump packages shall be deployed on the site.

#### 11.0 Maintenance Procedure/ Requirements:

The maintenance engineer will carry out preventive maintenance, as per OEM recommendation and also based on contractor's past experience, with required manpower & tools. The standard preventive maintenance schedule for the above shall be submitted by the contractor and approved by M/s OIL before the commencement of the contract.

The contractor shall carry out emergency breakdown services as demanded by M/s OIL. There shall be no restriction on number of breakdown maintenance per month/ year. After all planned preventive/ major maintenance and breakdown maintenance of Pump packages, the service engineer of the contractor shall submit the detailed report on the repair carried out on the system/ equipments. The engineer shall give details of the repaired/ replaced equipments along with fault analysis for making the history sheets of faults/ problems of each equipment. M/s OIL would also like to know the reasons of failure and remedial actions taken by the contractor to avoid such problem in future.

#### 12.0 Spares & consumables:

Spares and consumables shall be procured, maintained and stocked by M/s OIL. The required spares shall be issued to contractor as per their request during the maintenance activities. However Contractor shall regularly provide their recommendation for the spares and the consumables to be stocked/ arranged by M/s OIL to meet day to day, planned preventive/ major and any unanticipated breakdown maintenance. The recommendation on spares shall include all required mechanical, Electrical & instrumentation spares, interconnecting cables, Software CD etc. at site. Contractor shall be responsible for strategy to meet the requirement of spares & to ensure timely availability of spares for maintenance before taking over the system for maintenance.

#### 13.0 Coordinator:

The contractor shall designate an AMC coordinator who shall be single point of contact for total services envisaged under this document. The details including contact information of the coordinator shall be informed to M/s OIL well in advance and time to time, if there is any change. The AMC coordinator shall report to designated representatives of M/s OIL for further directions.

#### 14.0 Schedule of prices

- a. The duration of services shall be for a period of 3 years.
- b. The AMC Charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance, income tax etc. and all other incidental charges, spares and replacement of damaged parts. Owner will not have any liability, whatsoever, over and above the quoted prices.
- c. The AMC charges are inclusive of all Taxes & Duties except CENVATABLE Service tax. Cenvatable Service tax shall be paid extra against submission of documents issued in accordance with service tax rules.
- d. The payment terms for the Annual Maintenance Contract (AMC) shall be on half yearly basis after completion of the ½ year against submission of Bills duly certified by the Engineer-in-charge.
- e. The price of AMC services will remain valid for 03 Years.
- f. Within Ten days of placement of Order for AMC, Seller shall submit PBG for 5% of the Supply amount (FOT Despatch point price / FOB international port of exit price) and this PBG shall be renewed on yearly basis.
- g. Income Tax on the value of the Services rendered by the Bidder/ Seller in connection with installation, commissioning, supervision, training, site work etc. shall be deducted at source from the invoices at the appropriate rate under the I.T. Act & Rules from time to time.

**D) FOLLOWING TO BE CHECKED DURING VISIT FOR PUMP, API PLAN & MOTOR (TWICE IN A YEAR):**

**a) For Pump & API Plan:**

1. Bearing oil condition, if require to be replaced
2. Flushing liquid condition, if require to be replaced
3. Checking performance of API plan system
4. Monitoring pump, motor vibration level
5. Coupling alignment condition, if require to be re-adjusted
6. Instruments for API plan to be checked whether in working condition or out of working condition
7. Pump performance check i.e. discharge pressure, motor current at specific flow etc.
8. Condition of mechanical seal and replace as and when required.
9. Condition of coupling, coupling bolts, nuts, spring washers and their conformity to uniform size.
10. Check Foundation, foundation bolts and supports.

Note: Above list is tentative & may change as per situation as well as requirement

**b) For Motor:**

1. As per Motor vendor, AMC is not required. However, customer to ensure the instructions on the O&M manual is strictly maintained which clearly guides the regular checks/ frequency required.

Note: Above list is tentative & may change as per situation as well as requirement

**E) FOLLOWING TO BE CHECKED ON UCP, CDL ETC (ONCE IN A YEAR):**

1. Check cabinet Doors & Lock/Keys are fitted
2. All exterior & interior cabinet name plates are correctly located at front & rear of cabinet for easy viewing
3. All MCB, Terminal block, Earth bar labels are fitted
4. All I/O modules are in correct rack/slot & check location of each component
5. Random cabinet power wiring visual or continuity check
6. Random ferrule tagging visual check should be clear & readable
7. Check cabinets are connected to a suitable Earthing point
8. Switch ON power supply of each component & check proper functioning of the same.
9. Randomly the signal wiring shall be inspected prior to Logic simulation
10. Check the Module configuration as per Rack assignment & I/O details
11. Check configured Analog/ RTD scaling & alarm trip levels are correct
12. Check the I/O addressing for the hardware & software points 100%

13. Check functioning of Vibration monitoring system, its value
14. CPU Redundancy check
15. Power supply redundancy check
16. Earthnet switch & IO redundancy check
17. Check communication redundancy & UCP to CDL communication check
18. Check application logic as per requirement
19. Check the Rack/Slot/Channel LED illuminates on Input/ Output Module & corresponding HMI display is changing the respective device colour as specified in FDS
20. Check configured HMI & SCADA alarm is correct
21. Check proper trending is generated or not
22. Logic sequence corrections required will be done & at the end of the test.
23. Incorporating any new changes in program/configuration files (Siemens S7-400) of the UCP and CDL units shall be done as per operational requirements.

Note: Above list is tentative & may change as per situation as well as requirement.

#### F) FOLLOWING TO BE CHECKED ON VFD SYSTEM (ONCE IN A YEAR):

1. Collect the site and drive information
2. Review the Equipment Location and Drive Information.
3. Follow Lockout/ Tag-out Procedures: Identify and note all control voltages present using drawings to identify. Coordinate with customer on local Lockout/ Tag-out Procedures. If the customer has no requirements, follow Siemens' Lockout/ Tag-out Procedures.
4. With Control Power On, Complete Control Restart Checks, Complete Coolant System Checks, Perform Drive Restart Checks including, Protection Checks, Control Command Checks, Cell Bypass Contactor Checks
5. With MV Power On, Verify MV Levels and feedback voltage and current signals, Run Drive through available speed range to confirm operation
6. At the end of each day, Review what was done that day, Note equipment status at end of each visit, Ask if there are any question or other issues that need to be addressed
7. At the end of each PM service, Review daily service reports, Review PM checklist, PM Information Review, Spare parts review, Customer review, Notes from PM activities, Record follow-up items

Note: Above list is tentative & may change as per situation as well as requirement.

#### G) SPECIFIC TERMS/ SCOPE RELATED TO INSTRUMENTATION SYSTEMS:

1. Accuracy of the readings of the Vibration probes to be checked/cross verified with portable analyser and adjustment/ calibration to be carried out for all of the CMS sensors installed in Pump and Motor side along with the display panel in control room including (Transducers/ cards) of the Condition monitoring package.
2. Others:
  - i) Taking back up / loading of back up of configuration files of UCP and CDL PLC to be carried out during preventive maintenance.
  - ii) Addition of extra I/O points (Including Digital/Analogue) to be carried out as and when required i.e. modification in Logics / Inter-locks to be done as per operational requirement.
  - iii) Configuration/testing of new cards / modules to be carried out as and when required.
  - iv) Any firmware updates of modules and PLC software deemed necessary for operational reasons/overall system stability during AMC period to be carried out without cost implication in respect of service part only.
  - v) In case of any fault in UCP and CDL panel, AMC contractor has to reach the site within 48 hrs under unplanned maintenance schedule and shall carry out fault identification, rectification of the fault and restore the system.
  - vi) Instruments (PL/LT/TT/ST/SE etc) shown in the P&ID PLAN 11/52 documents have to be calibrated during planned schedule visit. This P&ID has been submitted by M/s Sulzer as part of the

final documentation. In case of fault, relevant faulty instrument/parts shall be replaced and configured for proper running of the Pump.

vii) Calibration of all the packaged instruments and CMS sensors shall be done with Master Calibration Equipments. This master equipments used for such calibration shall have traceability to NABL accredited laboratories.

viii) Reports of periodic calibration shall be submitted in desired format approved by OIL. Also the calibration certificate of the Master Equipment showing traceability to NABL accredited laboratories shall also be submitted.

ix) The vendor shall provide the list of spares required to be maintained for smooth operation of the mainline pumps.

#### H) SCOPE RELATED TO MAINLINE PUMP MOTORS:

##### 1) ONSTREAM INSPECTION ITEMS (AS PER OISD 137-2016):

General Cleaniness, Corrosion effect(external), Surface Overheating/sparking, Ventilation, Vibration, Abnormal noise, External damages, Load(amperes), Lubrication, Cooling System, Provision of guards to moving parts, No load current analysis, Inrush current, Temperature rise characteristic.

##### 2)SHUTDOWN INSPECTION ITEMS (DURING SCHEDULE MAINTENANCE AS PER OISD 137-2016:

Mechanical freeness of rotor shaft, Insulation resistance, Winding resistance, Earth resistance and continuity, Operation of (- space heater, temperature, detector, interlock trips and annunciation circuits), Availability of all protective devices and circuits in line as per design and all in operating condition, Oil level in lubricating gear case, Moisture absorption(Di-electric absorption test), Polarisation index test, Internal -(damage, discolouration and loose connection), Stator to rotor air gap measurement, Condition of -(Supporting legs, pedestal and base plate), Condition of foundation and tightness of foundation bolts, Any carryover of oil and grease in windings, Tan delta test.

##### 3) FOR SISTEMI INDUSTRIALI MOTORS (wherever coupled with Sulzer pumps) as suggested by OEM manual:

- a) Verify noise level of bearings by instrument (rolling bearings) or verify oil level in bearings and check for leakages (sleeve bearings)
- b) Check air ducts for obstruction. Clean and swab the tube nests of the frame
- c) Sample and verify lubricating oil characteristics (for sleeve bearings semi-annually).
- d) Ensure that all fixing bolts to the base or to the counter flange are secured.
- e) Check conductors in terminal box and clean insulator bushings.
- f) Check all electrical connections and ensure all terminals are tight.
- g) For rolling bearings clean the bearings and replace completely lubrication grease with proper amount (annually or as per periodicity of the particular motor model as suggested by OEM).
- h) For sleeve bearings clean the bearings and change completely the lubrication oil in the system with proper amount (annually or after every 20,000 hours of operation).
- i) Measure polarisation index(annually). If polarisation index is lower than 1.5 perform routine or major cleaning of the motor (as necessary) as per OEM.
- j) Measurement of insulation resistance of bearings as recommended by OEM.

##### 4) For BHEL MOTORS (wherever coupled with Sulzer pumps) as suggested by OEM manual:

- a) Measuring IR value of windings (semi-annually)
- b) Lubrication of bearings as per OEM recommendations.
- c) All other general maintenance jobs mentioned in the preceding points.

5) Replacement of the Main Motor bearings to be carried out by the AMC contractor if required based on the retrieved analysis data & with prior consultation with M/s OIL.

Note: All the above jobs are to be carried out by competent person in presence of OIL's personnel.

#### GENERAL HSE POINTS TO BE INCORPORATED IN VIEW OF SAFETY IN FACTORY:

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

2. Every person deployed by the contractor in a factory must wear safety gadgets to be provided by the Principal employer. The Principal employer shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the factory use the proper PPE while at work.

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

3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the factory operation / operations to be done by the contractor and how it is to be managed.

4. The contractor shall provide a copy of the SOP to the person designated by the factory owner who shall be supervising the contractor's work.

5. Keep an up to date SOP and provide a copy of changes to a person designated by the Factory Owner/Agent/Manager.

6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the factory owner a site specific code of practice in line.

7. The contractor shall submit to the concerned authorities, returns as applicable under factory rule.

9. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Factory Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.

10. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

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

12. The contractor shall have to report all incidents including near miss to Factory Manager / departmental Safety Officer / departmental representative of the concerned department of OIL.

13. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
14. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc.) the contractor will not have any objection to any such training.
15. To arrange/participate in daily tool box meeting and regular safety meetings as per existing official procedures & guidelines.
17. Records of daily attendance, accident report etc. are to be maintained as applicable under Factory Rule by the contractor.
18. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the place of work and who may be affected by the employees' act or omissions at work.
19. A contractor employee must, while at work, cooperate with his or her employer or other persons as far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
20. Contractors arrangements for health and safety management shall be consistent with those for the factory owner.
21. In case Contractor is found non-compliant of HSE laws as required, company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
24. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.
25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
26. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

***IN CASE OF ANY CONTRADICTION BETWEEN SCC & GCC, SCC WILL PREVAIL.***

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**PART III; SECTION-IV**  
**SOQ; PROFORMA-B**

**OIL INDIA LIMITED**  
**(A Govt. of India Enterprise)**

**Description of Service: HIRING AMC SERVICE AND BREAKDOWN MAINTENANCE SERVICES OF 16 NUMBERS OF MAINLINE HORIZONTAL PUMPS (SULZER GSG) ALONG WITH PRIME MOVERS AND OTHER EQUIPMENT IN VARIOUS PIPELINE PUMP STATIONS FOR A PERIOD OF 3(THREE)YEARS..**

**TENDER NO. CGI7283L22**

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

Sl. No.	Description of work / service	Quantity	Unit/No.	RATE PER UNIT (B) (Rs.)		TOTAL AMOUNT (C)=(AXB)  (Rs.)	SERVICE ACCOUNTING CODE (SAC)	SPECIFY % OF GST ON (C)
				FIG	WORD			
10	Planned Maintenance visit - PS1 (M/L-2units)	6	NO					
20	Planned Maintenance visit - PS1(Digboi-2 units)	6	NO					
30	Planned Maintenance visit - PS2 (M/L-2 units)	6	NO					



40	Planned Maintenance visit - PS4 (M/L-2 units)	6	NO					
50	Planned Maintenance visit - PS5 (M/L-2 units)	6	NO					
60	Planned Maintenance visit - PS8 (M/L-2 units)	6	NO					
70	Planned Maint visit - PS10 (M/L-2 units)	6	NO					
80	Planned Maintenance visit - PS11 (M/L-2 units)	6	NO					
90	Planned Maintenance visit - PS1 (UCP,VFD) M/L	3	NO					
100	Planned Maintenance visit - PS1 (UCP,VFD) B/L	3	NO					
110	Planned Maintenance visit - PS2 (UCP,VFD) M/L	3	NO					
120	Planned Maintenance visit - PS4 (UCP,VFD) M/L	3	NO					

130	Planned Maintenance visit - PS5 (UCP,VFD) M/L	3	NO					
140	Planned Maintenance visit - PS8 (UCP,VFD) M/L	3	NO					
150	Planned Maintenance visit - PS10 (UCP,VFD) M/L	3	NO					
160	Planned Maintenance visit - PS11 (UCP,VFD) M/	3	NO					
170	Unplanned Maintenance - Engineer	150	NO					
180	Unplanned Maintenance - Technician	150	NO					
TOTAL								

Total Price excluding GST(**C**) (In words) \_\_\_\_\_

Total Price with GST (**D**) (In words) \_\_\_\_\_

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."

4. Refer GST Clauses **(Clause no. 45 of GCC)**.

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

6. Bidders are also requested to refer the Taxes and Duties clause during GST regime attached vide **Annexure-I** for compliance

7. Bidders or Authorised signatory of the Firm should sign and seal the price bid.

**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-Profiteering 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.*
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.*

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

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**SAFETY MEASURES**

To,

GM-CONTRACT  
OIL INDIA LIMITED  
Guwahati-781171

Description of work/service: Hiring AMC service and Breakdown Maintenance services of 16 numbers of Mainline Horizontal Pumps (Sulzer GSG) along with prime movers and other equipment in various pipeline pump stations for a period of 3(Three)years.

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.

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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.

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

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**PART-VII**

**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 credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

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

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

transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such

exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

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

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

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

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

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 .

-----

**PART-VIII**

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

Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable.

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

**Validity of Registration:**

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

“Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

“Bidder from a country which shares a land border with India “for the purpose of this Order means: -

An entity incorporated, established or registered in such a country; or

A subsidiary of an entity incorporated, established or registered in such a country; or

An entity substantially controlled through entities incorporated, established or registered in such a country; or

An entity whose beneficial owner is situated in such a country; or

An Indian (or other) agent of such an entity; or

A natural person who is a citizen of such a country; or

A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

The beneficial owner for the purpose of (iii) above will be as under:

In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation –

“Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;

“Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership.

In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

The successful bidder shall not be allowed to sub-contract any job related to the procurement (e.g. installation and commissioning, Annual Maintenance Contract etc.) to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Bidders must submit duly sealed & signed undertaking as per format provided vide, “PROFORMA-A” along with the technical bid.

**PROFORMA-A**

**CERTIFICATE FOR RESTRICTION OF PROCUREMENT**

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

Ref. No. \_\_\_\_\_  
Tender No. \_\_\_\_\_ dtd. \_\_\_\_\_

Date \_\_\_\_\_

**OIL INDIA LIMITED**

.....  
.....

Dear Sirs,

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

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

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

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

Note : This form should be returned along with offer duly signed.

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**PROFORMA-B**

**PRICE SCHEDULE FORMAT**

AS PER PART-III, SECTION IV

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**PROFORMA-C**

**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. : CGI7283L22

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 \_\_\_\_\_ 2021.

Signature and seal of the Bidder: \_\_\_\_\_

(In the capacity of) : \_\_\_\_\_

Name of Bidder : \_\_\_\_\_

\*\*\*\*\*

**PROFORMA - D****STATEMENT OF NON-COMPLIANCE**

(Only exceptions/deviations to be rendered)

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.

\*\*\*\*\*

**BID SECURITY DECLARATION**

To,  
OIL INDIA LIMITED  
PIPELINE HEADQUARTER, Guwahati, ASSAM, INDIA

Whereas ..... (herein after called 'the Bidder') has submitted their Bid No. .... dated..... against OIL INDIA LIMITED, GUWAHATI, ASSAM, INDIA (hereinafter called the Purchaser)'s tender No..... for the supply of .....  
(hereinafter called 'the Bid') KNOW ALL MEN by these presents that if I/We withdraw or modify our Bid during the period of validity, or if I/We are awarded the contract and I/We fail to sign the contract, or to submit a performance security before the deadline defined in the NIT / Purchase Order, then I/We shall be suspended for the period of two (2) years. This suspension of two years shall be automatic without conducting any enquiry.

Signature & Seal of the Bidder

\*\*\*\*\*

**PROFORMA-F**

**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:

Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

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):

BANK DETAILS OF BENEFICIARY		
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

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**PROFORMA – G**

**FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)\***

To:  
M/s. Oil India Limited

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

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

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

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

Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall be restricted up to Rs.....

This guarantee shall be valid till .....

We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....(Date of Expiry of BG PLUS one year claim period).

At the end of the claim period that is on or after ..... (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

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

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

Designation\_\_\_\_\_

Name of the Bank\_\_\_\_\_

Address \_\_\_\_\_

\*\*\*\*\*

**PROFORMA-H**

**PROFORMA LETTER OF AUTHORITY**

TO  
GM (CONTRACTS)  
OIL INDIA LIMITED  
PIPELINE HEADQUARTER, Guwahati, ASSAM, INDIA

Sir,

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

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

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

Yours Faithfully,

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

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

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

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

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**PROFORMA-I**

**AUTHORISATION FOR ATTENDING BID OPENING**

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

TO  
GM (CONTRACTS)  
OIL INDIA LIMITED  
PIPELINE HEAD QUARTER, GUWAHATI, ASSAM, INDIA

Sir,

Sub: OIL's e-Tender No. ....

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

Yours Faithfully,

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

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

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

Seal of the Bidder:

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

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**DRAFT AGREEMENT COPY**  
(To be executed by the successful Bidder)

This AGREEMENT is made on the ..... day of .....

**BETWEEN**

OIL INDIA LIMITED, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the state of Assam, hereinafter called the “COMPANY” which expression unless repugnant to the context shall include executors, administrators and assignees on one part  
**AND**

M/s. ...., having its address ..... hereinafter called the “CONTRACTOR” or “Transport Supplier: ”which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees, on the other part,

**WHEREAS**

OIL INDIA LIMITED being desirous of awarding a comprehensive contract for “ hiring the services of a brand new vehicle of type ....., and has issued an enquiry under reference No..... dated ....., containing the Schedule of Works, Terms and Conditions,

M/s. ...., have examined the nature and magnitude of the service to be provided and have satisfied themselves by careful examination before quoting their rates as to the nature and magnitude of the services to be provided , local conditions, the availability of manpower and resources necessary for rendering the service and have made local and independent enquiries and obtained complete information and have examined and considered all other issues, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the services and have included them while making their offer.

WHEREAS, Company, (OIL INDIA LIMITED) having accepted the offer of the Contractor and (subsequent letter dated \_\_\_\_\_), issued the “Letter of Award” under reference \_\_\_\_\_ dated\_\_\_\_\_.

Whereas, the Contractor has accepted Company’s Letter of Award vide their letter \_\_\_\_\_

**NOW IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS  
HEREINAFTER CONTAINED IT IS HEREBY AGREED AS FOLLOWS:**

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

The following documents shall be deemed to form and be read and construed as part of this agreement viz:

The Tender Document No.....dated ....., inter-alia providing the Instruction to the bidder ,General Conditions of Contract, Scope of Work / terms of reference /Technical specifications etc., Special conditions of contract.

The Bid submitted by the Contractor in response to the Tender enquiry,

The contractors letter dated ..... ( after price negotiation) if any .

The Company's Notification of Award vide Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_.

Section-I, II, III & IV hereto.

Annexure –I hereto

The rates payable for the job will be as indicated in Part-III

In consideration of the payment to be made by the Company to the Contractor for carrying out the assigned service , the Contractor hereby covenants with the Company that the Contractor shall and will carry out the assigned service and complete the said service and shall do and perform all other acts and things mentioned in the Agreement or described or which are to be implied there from or may be reasonably necessary for the execution of the said assignment in the desired manner and time and subject to the terms and conditions or stipulations mentioned in the Agreement.

The Company hereby covenants to pay the Contractor in consideration of the due provision, execution and completion of the services and the remedying of defects therein , the contract price or such other sum as may become payable under the provisions of this contract at times and in manner prescribed in this contract.

IN WITNESS thereof, the parties have executed this contract on the day and the year first above mentioned at the office of the General Manager, Pipelines, Pipeline Head Quarter, Narengi, Guwahati, Assam.

Signed and Delivered for and  
On behalf of Company

Signed and Delivered for and  
on behalf of Contractor

(Oil India Limited)

( )

IN PRESENCE OF TWO WITNESSES :

IN PRESENCE OF TWO WITNESSES

- 1.
- 2.

- 2.

\*\*\*\*\*

**PROFORMA FOR SELF DECLARATION FOR LOCAL CONTENT**

(On Bidder's Letter Head)

**TENDER ENQUIRY NO. ....**

I/We, the undersigned, .....(full names), do hereby declare, in my / our capacity as ..... of ..... (name of bidder entity), the following:

- a) I / We have satisfied myself / ourselves that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid document (refer Annexure no X)
- b) The local content has been calculated using the formula given in the “**Appendix**” contained in the Annexure-X referred above and the provisions as detailed in the PPLC amended policy attached therein.
- c) The Stipulated minimum threshold for Local content for the tendered items as **20%** is hereby met and we qualify as **Class I Local Supplier/ Class-II Local Supplier** as defined under clause no. 2.5 of the PPLC amended Policy document
- d) Local content for \_\_\_\_\_ (product name) is certified as \_\_\_\_\_%, as calculated in terms of the PPLC amended policy.

*Note: If the bid is for more than one product, a schedule of the local content product-wise shall be attached.*

- d) I/ We also declare that Local Content certificate shall be submitted along with each invoice raised by us after the contract has been awarded and we will ensure that the percentage of minimum local content as per the Class of supplier shall be maintained during all stages of execution of contract.

**PROFORMA-L**

**ON THE OFFICIAL PAD OF THE BIDDER TO BE EXECUTED BY THE AUTHORIZED  
SIGNATORY OF THE BIDDER**

Certificate of Compliance of FINANCIAL CRITERIA:

Ref Clause No. B - Financial Criteria of the BRC/BEC – under Note No. C of the Tender

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

The balance sheet/Financial Statements for the financial year \_\_\_\_\_ (as the case may be) has actually not been audited as on the Original Bid Closing Date.

Place: .....

Date: .....

Signature of the authorized signatory

Note: Please note that any declaration having date after the Bid Closing Date will not be considered and will be rejected. This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date.

\*\*\*\*\*

**PROFORMA-M**

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

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

Date \_\_\_\_\_

To,  
GM-CONTRACTS  
OIL INDIA LIMITED  
GUWAHATI-781171

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. \_\_\_\_\_ Dated \_\_\_\_\_

Sir,

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

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

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

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

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

\*\*\*\*\*

**PROFORMA-O**

**FORMAT FOR UNDERTAKING  
(IN TERMS OF TENDER NO. CGI7283L22)  
(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  
CGI7283L22**

This is in connection with the Bid submitted by me/us, ..... (Name of Bidder), against Tender No. CGI7283L22 for **“HIRING AMC SERVICE AND BREAKDOWN MAINTENANCE SERVICES OF 16 NUMBERS OF MAINLINE HORIZONTAL PUMPS (SULZER GSG) ALONG WITH PRIME MOVERS AND OTHER EQUIPMENT IN VARIOUS PIPELINE PUMP STATIONS FOR A PERIOD OF 3(THREE)YEARS.”**

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-P**

To,  
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/ Current Account
3. Bank Branch
4. Bank Address
5. IFSC Code
6. MICR No.
7. Bank Code :
8. IFSC/RTGS Code of the Bank:
9. NEFT Code of the Bank :

**(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. Phone No./ Mobile No.
6. FAX No.:
7. GST Registration Number:
8. 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:

\_\_\_\_\_  
Authorised Signatory & Stamp

.....  
Bank Certificate

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

Date:

Place:

\_\_\_\_\_  
Signature, Code & Stamp of Authorised Bank Official

\*\*\*\*\*

**PROFORMA-Q**

**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:

(SIGNED BY COMPETENT AUTHORITY)

Dated:

Official seal of the CONTRACTOR

**PROFORMA-R**

(Undertaking by the bidder, in case the last Financial Year has not been audited as required under Financial Criteria of BEC/BRC)

Date:.....

To,

Oil India Limited

Sub: Undertaking for Un-audited Financial Statement

Ref: Tender No ..... Dated .....

Dear Sir,

I/we hereby certify that the balance sheet/Financial Statements for the preceding financial year \_\_\_\_\_ has actually not been audited so far.

Yours faithfully,

Bidder's Sign and Seal

**PROFORMA – S**

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

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

YEAR	TURN OVER In INR Crores	NET WORTH In INR Crores

Place :

Date:

Seal:

Membership No ..

Registration Code:

UDIN

Signature :

\*\*\*\*\*

**PROFORMA -T**

Proforma of Bank Guarantee towards Purchase Preference – Local Content

Ref. No. \_\_\_\_\_ Bank Guarantee No. \_\_\_\_\_

Dated \_\_\_\_\_

To

Oil India Limited

\_\_\_\_\_

India

Dear Sirs,

In consideration of \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT

No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s \_\_\_\_\_

having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the

'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that

the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ \_\_\_\_\_

for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_

having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the

Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and

undertake to pay to OIL immediately on first demand in writing any / all money to the extent of

Indian Rs./US\$ (in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in

words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or

without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by

serving a written notice shall be conclusive and binding, without any proof, on the bank as

regards the amount due and payable, notwithstanding any dispute(s) pending before any Court,

Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability

under these presents being absolute and unequivocal. We agree that the guarantee herein contained

shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing.

This guarantee shall not be determined, discharged or affected by the liquidation, winding up,

dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating

against the bank.

The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the

Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and

notwithstanding any security or other guarantee that OIL may have in relation to the

CONTRACTOR's liabilities.

The Bank further agrees the OIL shall have the fullest liberty without our consent and without

affecting in any manner our obligations hereunder to vary any of the terms and conditions of the

said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.

This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.

The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

Notwithstanding anything contained herein above, our liability under this Guarantee is limited to INR in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_) and our guarantee shall remain in force until \_\_\_\_\_ (indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this \_\_\_\_\_ date of \_\_\_\_\_ 20\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
(Signature)  
Full name, designation and address  
(in legible letters)  
With Bank

Attorney as per power of  
Attorney No. \_\_\_\_\_  
Dated \_\_\_\_\_

**PROFORMA – BEC/A**

Bidder shall submit following filled-up format for each work experience submitted against relevant clause of BEC/BRC.

**FORMAT FOR TECHNICAL WORK EXPERIENCE**

Sl. No.	Required details	Work Experience no. ....
1	Title of work	
2	Client/ Project Proponent	
3	Client category (Govt./ Semi Govt./ PSU/ Public Limited Company etc.)	
4	Brief description of work	
5	Work belongs to Hydrocarbon Industry	Yes / No
6	Nature of cross-country pipeline	Crude Oil/ Multi-product/ Other (please detail in case of other)
7	Is the work executed in India	Yes / No
8	Reference no. of Letter of Award/ Work Order/ Contract	
9	Name of vendor as mentioned in above document in Letter of Award/ Work Order/ Contract	
10	Original period of work (in months) as per letter of award, without time extensions	
11	Work start date	
12	Work completion/ commission date	
1	Awarded value of Work (including GST/Tax)	
3	Executed value of Work (including GST/Tax)	
14	File name and relevant page no. of the uploaded document in e-portal as proof of Letter of Award for the work	
15	File name and relevant page no. of the uploaded document in e-portal as proof of Contract/ Work Order for the work	
16	File name and relevant page no. of the uploaded document in e-portal as proof of Completion Certificate for the work	
17	File name and relevant page no. of the uploaded document in e-portal as proof of relevant additional supporting documents for the work	
18	File name(s) of the uploaded documents in e-portal as proof of relevant additional supporting documents	
19	Relevant Page no. of above file in sl. 0	



**APPENDIX-A  
GENERAL HSE POINTS**

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

2.0 Every person deployed by the Contractor in a mine must wear safety gadgets to be provided by the Contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and the Company PPE schedule. Safety appliances like protect footwear, safety helmet and full body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available, but in turn. OIL will recover the actual cost of the items by deducting from Contractor's bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

3.0 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including as assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries and materials from the mining operation/operations to be done by the Contractor and how it is to be managed.

4.0 The Contractor shall provide a copy of SOP to the person designated the Mine Owner who shall be supervising the Contractor's work.

5.0 Keep an up to date SOP and provide a copy to changes to a person designed by the Mine Owner/Agent/Manager

6.0 The Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the Mine Owner a site

7.0 All persons deployed by the Contractor for working in mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.

8.0 The Contractor shall submit to DGMS indicating – name of his firm Registration Number, name 7 Address of person heading the firm, nature of work, type of deployment of work persons, No. of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

9.0 The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

10.0 It will be entirely the responsibility of the Contractor/ his Supervisor/Representative to ensure strict adherence to all HSE measures and statutory rules during operation in Oil's

installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by the Company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.

11.0 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.

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

13.0 The Contractor shall have to report all incidents including near miss to installation manager/Departmental Representative of concerned department of OIL.

14.0 The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and main attendance of his men every day for the work, punctuality.

15.0 If the Company arranges any safety class/training for the working personnel at site (Company employees, Contractor worker etc.) the Contractor will not have any objection to any such training.

16.0 The health check-up of Contractor's personnel is to be done by the Contractor in authorized Health Centres as per Oil's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

17.0 To arrange daily tool box meeting and regular site safety meeting and maintain records.

18.0 Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the Contractor.

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

20.0 A Contractor employee must, while at work, co-operate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

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

22.0 In case Contractor is found non-compliant of HSE laws as required the Company will have the right for directing the Contractor to take action comply with the requirements, and for further non-compliance, the Contractor

23.0 When there is a significant risk to health, environment or safety of a persons or pace arising because of a non-compliance of HSE measure the Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.

24.0 The Contractor should prevent the frequent change of his contractual employees as far as practicable.

25.0 The Contractor should frame a mutually agreed bridging document between OIL and the Contractor with roles and responsibilities clearly defined.

26.0 For any HSE matters not specified in the Contract document, the Contractor will abide the relevant and prevailing Acts/Rules/Regulations pertaining to Health, Safety and Environment.

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**Appendix-B**

Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971

Every Contractor to whom this Act applies shall execute any work through Contract Labour only after obtaining valid license from Licensing Officer. To obtain license contractor is required to submit:

- i) Application in Form IV in triplicate duly filled (Name of the Proprietor/Partner or the Directors/Responsible person in case of firm/company, complete postal address including Pin Code number, Telephone Number, Fax Number & E-mail address, if any), correct details of PE and work to be executed etc. correctly against all columns;
- ii) In case contractor is registered under the Companies Act and applicant is other than Director then he should be holding valid Power of Attorney.
- iii) Original Form-V issued by PE
- iv) Demand Draft for license fees and security deposit payable in favour of Regional Labour Commissioner Guwahati along with duly filled central challan (in TR-6) duly signed by applicant in quadruplicate for each demand draft;
- v) Copy of Work Order;
- vi Copy of Partnership Deed and in case of Company, the application should be accompanied with Memorandum of Association/Article of Association;

Note: 1. Application form complete in all respect shall be either personally delivered to the Licensing Officer or can be sent by Registered A.D. Post.

2. Contractors, may intimate Dy. Chief Labour Commissioner, Guwahati, for expediting/suitable action if they do not receive license nor any communication within a week.

3. Contractors are not required to visit office of Licensing Officer unnecessarily for obtaining license until and unless they have been specifically advised to appear in person. Appearance of contractors in the office of licensing officer for obtaining license by persuasion will be viewed seriously.

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**STARTUP AND MSE VENDORS**

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

Certificate of Recognition issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.

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.

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**Appendix-D**

**PP-LC POLICY**

(Purchase preference linked with local content)

1. For this tender, only Class-I Local Suppliers and Class-II Local Suppliers as defined under clause 2.5 of PPLC Policy (Amended) issued by Ministry of Petroleum and Natural Gas ref. FP-20013/2/2017-FP-PNG dated 17.11.2020, are eligible to bid.
2. The minimum local content in terms of items/services for this tender shall be 20%.
3. Any Class-I local supplier can opt for benefit under either of MSE 2012 policy or PPLC policy. Their preference with respect to this shall be submitted in the relevant bidding form.
4. The Amended PPLC policy document is attached in the e-tender. Bidders have to read the document and upload the declaration/certificate for percentage of local content in prescribed format given below along with duly signed calculations in the relevant appendix format given below for necessary qualification/purchase preference as applicable.

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**CHECKLIST**

DATE:

TENDER NO:

BIDDER:

☒ = SUBMITTED,   ☐ = NOT SUBMITTED

DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID	SUBMITTED/NOT SUBMITTED	REMARKS
Certificate for restriction of procurement (Proforma-A)		
Price Bid Format, (Proforma-B)		
Bid Form, (Proforma-C)		
Statement of compliance/ Non compliance (Proforma-D)		
Bid Security declaration Form (Proforma-E)		
Performance Security Form, (Proforma-F)		
Undertaking on BG (Proforma-G)		
Letter of Authority (Proforma-H)		
Authorisation for attending (Proforma-I)		
Draft Agreement copy (Proforma-J)		
Self declaration for Local content (Proforma-K)		
Compliance of Financial criteria (Proforma-L)		
Format of undertaking by Bidders towards submission of authentic information/documents (Proforma –M)		
Undertaking related to labour wages( Proforma O)		
E-remittance -RTGS (Proforma P)		
Indemnity Bond (Proforma Q)		
Financial statement not audited (Proforma R)		

Certificate of Annual Turnover& Net worth (Proforma S)		
BG towards PPLC (Proforma T)		
Format for technical work experience (BEC/A)		
INTEGRITY PACT –PART VII		

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