



OIL INDIA LIMITED

BID DOCUMENT

Tender NO. : CGI3675P24

**HIRING SERVICE FOR CARRYING OUT
RESIDUAL LIFE ASSESSMENT (RLA), FIT
FOR PURPOSE /SERVICE (FFP/FFS) AND
QUANTITATIVE RISK ANALYSIS OF
OIL'S NAHARKHATIA- BARUANI (NBPL)
& NUMALIGARH-SILIGURI (NSPL)
PIPELINE.**

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

OIL INDIA LIMITED (OIL) invites Bids through its E-Procurement portal “<https://etender.srm.oilindia.in/irj/portal>” for the following services under **Single Stage Two** bid system.

IFB No.	CGI3675P24
Service Requirement	HIRING SERVICE FOR CARRYING OUT RESIDUAL LIFE ASSESSMENT (RLA), FIT FOR PURPOSE /SERVICE (FFP/FFS) AND QUANTITATIVE RISK ANALYSIS OF OIL’S NAHARKHATIA- BARUANI (NBPL) & NUMALIGARH-SILIGURI (NSPL) PIPELINE
Cost of Bid Document	NIL
Bid Security(EMD)	Rs. 4,31,700.00
Bid Closing /Opening Date & Time	As per online data
Bid Opening Place	Office of GM-Contracts Contracts Department, Oil India Limited, PHQ, GUWAHATI-781171, Assam, India.
Bid Validity	Minimum 120 (One Hundred and Twenty) days from Technical Bid Opening Date.
Amount of Performance Security	10 % of Contract Value
Validity of Performance Security	90 (Ninety) days beyond Successful Completion of Contract plus defect liability period
Contract Period	18 MONTHS from the date of issuance of LOA/WO. (Defect liability period for the job is 12 months from the date of submission of Final Report)
Location of job	NBPL & NSPL pipeline network and associated facilities in Assam, WB and Bihar
Mobilization Period	Not Applicable
Pre-Bid conference Date	As per online data
Pre-Bid conference Venue	Oil India Limited Pipeline Headquarters P.O. Udyayan Vihar, Narengi Tinali, Guwahati, Assam 781171
Last Date of receipt of Queries for Pre-Bid	22nd June 2023
Email id for receipt of Pre-Bid queries	ramanujd@oilindia.in sandeep_chakraborty@oilindia.in

2.0 For participation, the application(s) on applicant’s letter pad with a request for USER ID & PASSWORD is to be submitted /sent to reach the **Office of GM-Contracts, Contracts**

section, Pipeline Head Quarter, Oil India Limited, P.O. Udayan Vihar, Assam-781171 within the period of sale (inclusive both the days i.e. start date & end date) of Bid document.

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

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

"Application- IFB No.: CGI3675P24

Description of Services: **HIRING SERVICE FOR CARRYING OUT RESIDUAL LIFE ASSESSMENT (RLA), FIT FOR PURPOSE /SERVICE (FFP/FFS) AND QUANTITATIVE RISK ANALYSIS OF OIL'S NAHARKHATIA- BARUANI (NBPL) & NUMALIGARH-SILIGURI (NSPL) PIPELINE**

- 2.1 Amongst others, the Bidder(s) must also provide the following information in the application for request for Bid documents: (i) Valid e-mail ID (ii) Registered Postal Address with PIN code (iii) Vendor Code with OIL (if available) (iv) Mobile No. /Telephone No/Fax No.
- 2.2 No physical Bid documents will be provided. USER_ID and initial PASSWORD will be communicated to the bidder through e-mail at the e-mail address provided along with request for bid documents as mentioned in 2.2(i) above and will be allowed to participate in the bidding through OIL's E-Procurement portal.
- 2.3 a) Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <https://etender.srm.oilindia.in/irj/portal>
- b) Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- c) **Bid security is applicable against this tender.**
- d) For availing benefits under Public Procurement Policy (Purchase preference), 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). If the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender will be summarily rejected. Late communication in this regard and request for bid closing date extension on that plea shall not be entertained by Company

3.0 EXEMPTION OF EMD: Please check ITB.

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

Note: All corrigenda, amendments, time extension, clarifications etc. if any to the above tender will be hosted on OIL's website and in the e-portal <https://etenders.srm.oilindia.in/irj/portal> only and no

separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated.

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 .

1.0 DESCRIPTION OF WORK/ SERVICE:

HIRING SERVICE FOR CARRYING OUT RESIDUAL LIFE ASSESSMENT (RLA), FIT FOR PURPOSE /SERVICE (FFP/FFS) AND QUANTITATIVE RISK ANALYSIS OF OIL'S NAHARKHATIA- BARUANI (NBPL) & NUMALIGARH-SILIGURI (NSPL) PIPELINE

- a) Bidders to confirm that in the event of award of Contract, bidder will submit **Performance Security Deposit @ 10% of the annualized 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, Pipeline Head Quarter, Oil India Limited, P.O. Udayan Vihar, Assam-781171**

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

All bidders should submit **the Bid Form confirming that the Bid is valid for minimum 120 days from the date of opening of Technical Bid.**

BID SECURITY: The Bid Security is required to protect the Company against the risk of Bidder's conduct. All the bids must be accompanied by Bid Security in Original as prescribed under Clause No. 32 of ITB, for the amount as mentioned in the e-tender portal. Any application not secured with Bid Security shall be rejected by the Company as non-responsive. Bid without submission of Proforma 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 02:00 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) Bidders will be permitted by System to withdraw their bid or make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid. But no changes or withdrawal would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened. Bidders are requested to take note of the above and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.
- (b) No bid can be modified / withdrawn subsequent to the deadline for submission of bids. No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within bid validity period will lead to forfeiture of his/her/their Bid Security in full and debarment from participation in future tenders, at the sole discretion of the Company and the period of debarment will be decided as per OIL's banning policy dated 6th Jan 2017 available at OIL's website.
- (c) 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.

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- 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 2two) 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 Bid Security will be forfeited and be debarred from further tendering as per OIL's banning policy dated 6th Jan 2017 available at OIL's website: www.oil-india.com.
- 14.0 **BACKING OUT BY SUCCESSFUL (L-1) BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per OIL's banning policy dated 6th Jan 2017 available at OIL's website: www.oil-india.com.
- 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, the Bid Security/ Performance Security shall be forfeited and the party shall be debarred as per the OIL's Banning Policy dated 6th Jan 2017 available at OIL's website.
- 16.0 Any agency which is put under banning/ suspension/ holiday list as per OIL's Banning Policy are debarred from participating in this tender during the currency of the banning/ suspension/ holiday period. Bids of such agencies if received shall be rejected straightway.
- 17.0 **The tender will be governed by:**
Forwarding Letter.
Instruction to Bidders-Part-I
BRC-BEC-Bid Rejection Criteria & Bid Evaluation Criteria –Part-2.
General Conditions of Contract. (GCC) Part –3, Section-I
Scope of work/ Terms of Reference, Part-3, Section-II
Schedule of rates & Payment, Part-3, Section-III

Special Conditions of Contract (SCC), Part-3, Section-IV
 Price Schedule Format, Part 3, Section V (Proforma-A)
 Proforma and Annexures

18.0 **The Integrity Pact is applicable against this tender:**

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “Proforma-I 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 Ram Phal Pawar, IPS (Retd.),
 Former Director, NCRB, MHA
 E-mail IDs: rpawar61@hotmail.com
ramphal.pawar@ips.gov.in
- b. Shri Tejendra Mohan Bhasin,
 Former Vigilance Commissioner, CVC
 E-mail: tmbhasin@gmail.com
- c. Shri Om Prakash Singh,
 IPS (Retd.), Former DGP, Uttar Pradesh
 E-mail: Ops2020@rediffmail.com

19.0 **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 requisite cost of the bid document. In case any bidder is exempted from paying the tender fee, they should request OIL with supporting documents for issue of the User Id on free of charge basis. 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”

- 20.0 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 should 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:



Oil India Limited e-Procurement

User ID *

Password *

Logon Problems? [Get Support](#)

[Supplier Enlistment for E-Tender](#)

[Important Note for New Portal Users:](#)

[Click here to View Compatibility Settings](#)

[General Guidelines to bidders](#)

[Click for User Manuals](#)

Click here for the New Manual & Instruction

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[Click for Terms of use, Privacy Policy, Refund Policy Docs](#)

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 Executive Director (PLS)

PART-1
INSTRUCTIONS TO BIDDERS

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

2.0 BIDDING DOCUMENTS

2.1 TENDER FEE: NIL

- 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) For availing benefits under Public Procurement Policy (Purchase preference), 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).

2.2 BID SECURITY:

- 1. The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 8.
- 2. All the bids must be accompanied by Bid Security in Original as prescribed under, for the amount as mentioned in the e-tender portal:
 - a. The Bid Security may be submitted in the form of irrevocable Bank Guarantee (as per PROFORMA-D) issued by Nationalized or Scheduled Bank in favor of M/s Oil India Limited and payable at GUWAHATI. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker.
 - b. Alternately Bid Security can also be paid through Bank Draft/Cashier's Cheque/ Banker's Cheque/Fixed Deposit Receipt (Account OIL INDIA LIMITED)/irrevocable Letter of Credit/NEFT/RTGS/Electronic Fund Transfer through Online Payment Gateway of OIL's e-tender portal (subject to credit in OIL's account within prescribed time) to designated account of OIL.
 - i. If the Bid Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" payable at

Guwahati.

- ii. Bid Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to the following designated OIL's bank account:

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

- iii. If the bid security is submitted through NEFT or RTGS mode, details such as UTR No., Tender No., Bidder's name & Deposited Amount etc. must be uploaded with the Unpriced Techno-Commercial Bid documents.
- c. In case of Bidders submitting Bid Security in the form of Bank Guarantee/ Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of Credit, the original hard copy of Bid Security should reach the office of GM-CONTRACTS, OIL PHQ GUWAHATI-781171 on or before 12.45 p.m. (IST) on the bid closing / opening date otherwise bid will be rejected.
- d. A scanned copy of Bid Security document should also be uploaded along with the Unpriced Techno-Commercial Bid documents.
- e. This Bid Security Deposit shall be refunded to all unsuccessful bidders but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 8 below. Bids without Bid Security Deposit in the manner specified above will be summarily rejected.
- f. No other mode of payment will be accepted by the Company. The Bid Security shall not earn any interest to the bidder from the Company.

Note:

- i. Bidders claiming waiver of Bid Security shall upload supporting documents as mentioned below along with technical bid.

ii. Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected unless the bidder is exempted from submission of Bid Security as per Bid Security Exemption Criteria of this tender and proper proof towards this exemption is submitted by the bidder. Any subsequent deposit of Bid Security after the bid closing date shall not be permitted. Also, adjustment of Bid Security due against the instant tender, against dues from the Company or on any account shall not be permitted.

3. Any bid not secured in accordance with sub-clause 2 above shall be rejected by the Company as non-responsive.

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

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

6. Successful Bidder's Bid Security will be discharged and / or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause No. 8.0 in the above section is furnished.

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

8. The Bid Security may be forfeited:

- a. If the bidder withdraws the bid within its original / extended validity.
- b. If the bidder modifies / revises their bid suo-moto within its original / extended validity.
- c. If the bidder does not accept the contract.
- d. If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender / contract.
- e. If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.

9. In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited, and the party shall be debarred as per the prevailing Banning Policy of the Company (OIL).

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

11. The Bank Guarantee issuing bank branch must ensure the following:

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

- 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

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

2. **EXEMPTION FROM SUBMISSION OF BID SECURITY:** In case any bidder is exempted from paying the Bid security, they should upload the supporting documents along with their technical bid. The detailed guidelines for exemption of the Bid security are given below.

a) MSEs Units (manufacturers / Service Providers only and not their dealers / distributors) are eligible for exemption of Bid Security.

b) Central Government Departments and Central Public Sector Undertakings (CPSUs) are also exempted from submitting bid security.

Note: Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant Document/Certificate towards exemption of EMD, issued by appropriate authority.

c) Documentation required to be submitted by MSEs: Refer Clause No. 35.0 below.

3.0 TRANSFERABILITY OF BID DOCUMENTS:

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

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

4.0 DOCUMENT:

The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. This bidding document includes the following:

a) A forwarding letter highlighting the following points. :

- i) Company's Tender No.
- ii) Bid closing date and time.
- iii) Bid opening date, time and place.
- iv) Bid submission place.
- v) Bid opening place.

- 1. Covering Letter with Salient features
- 2. Part -I Instruction to Bidders
- 3. Part-II: Bid Rejection/Evaluation Criteria
- 4. Part-III General terms and Condition of the Contract
- 5. Part-IV: Schedule of Quantities, Service/work and Rates
- 6. Part-V: Special Condition of the Contract
- 7. Part-VI: Safety Measure and Compliance

Proformas

4.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

5.0 AMENDMENT OF BIDDING DOCUMENTS:

5.1 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 Bidding Documents by the issuance of an Addendum.

5.2 ***The Addendum will be uploaded and published in OIL's e-portal. However, Addendum shall be neither published in newspaper nor sent to any of the participating Bidders. 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.***

6.0 PREPARATION OF BIDS

6.1 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 English translated version, which shall govern for the purpose of bid interpretation.

6.2 BIDDER'S NAME & ADDRESS:

Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address.

7.0 DOCUMENTS COMPRISING THE BID:

- 7.1 Bids are invited under **Single Stage Two Bid System**. The bid along with all Annexure and copies of documents should be submitted in e-form only through OIL's e-bidding engine. The price bids submitted in physical form against procurement tenders shall not be given any cognizance. However, the following documents should necessarily be submitted in physical form in sealed envelope super scribed as "Tender Number and due for opening on _____" The outer cover of the sealed envelope should duly bear the tender number and date of closing/opening prominently underlined, along with the address as under

General Manager (Contracts), Oil India Limited
Pipeline Head Quarter, Narangi
P.O.: Udayan Vihar, Guwahati, Assam – 781171

7.2 Envelope:

- i) Any document required to be submitted in original as per tender requirement.

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

8.0 E- FORM FOR ONLINE SUBMISSION:

- 8.1 **TECHNICAL BID (Un-Priced)** comprise of the following:

- i) Containing Certificate of Compliance in respect of BRC of the Bid Document as per **Part-II**.
- ii) Complete technical details of the services and equipment specifications with catalogue, etc
- iii) Documentary evidence established in accordance with clause **9.0** of this section.
- iv) Statement of Non-compliance (for Technical Non-compliance only) (except BRC) as per **Proforma-II**.
- v) **Original Affidavit in Court Stamp Paper of Rs. 20.00, duly attested by Notary as per the prescribed format in Proforma-VIII.**
- v) **Copy of signed Bid document without indicating prices.**

- 8.2 **COMMERCIAL/PRICE BID** comprising of following:

Bidder shall quote their prices in the following Proforma and shall upload the same in the OIL's E-Portal:

- (i) Price-Bid Format as per relevant format
- (ii) Bid Form as per **Proforma -B**

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

NOTE:

TECHNICAL BID & COMMERCIAL / PRICE BID shall be submitted through e-tendering process only.

9.0 BID SECURITY DECLARATION FORM:

Deleted.

10.0 BID PRICE:

- 10.1 ***Unit prices must be quoted by the bidders both in words and in figures.***
- 10.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 10.3 All duties and taxes including Contract Tax, Corporate income Taxes and other levies but **exclusive of GST** payable by the successful bidder under the Contract for which this Bidding 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.

11.0 CURRENCIES OF BID AND PAYMENT:

- 8.1 Bid currency and payment shall be **INR**.

12.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

These are listed in **Part-II** of the document.

13.0 SIGNING OF BID:

- 10.1 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 Organization Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities(CCA) of India before bid is uploaded.

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 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.

- 13.2 ***The original and all copies of the bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The letter of authorization shall be accompanying the Bid. All pages of the Bid, drawings and other accompanying documents except for un-amended printed literature, shall be initialed by the person or persons signing the Bid Document.***
- 13.3 Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.
- 13.4 ***Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.***
- 13.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

14.0 BID SECURITY: APPLICABLE

- 14.1 ***In case any bidder withdraws their bid during the period of bid validity, the party shall be debarred for a period of 2(two) yeas to participate any future tender and submitted bid security will be forfeited.***

15.0 PERIOD OF VALIDITY OF BIDS:

- 15.1 Bids shall remain valid for **120 days** after the date of bid opening (technical) prescribed by the Company.
- 15.2 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/email (or by Fax). The bid Security provided under **Clause 14.0** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

- 16.0** All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their

compliance/ non-compliance to each clause as per relevant **Proforma.**

17.0 Timely delivery of the bids is the responsibility of the Bidder. Company shall not be responsible for any delay.

18.0 DEADLINE FOR SUBMISSION OF BIDS:

Bids must be received by the company within Bid Closing Date as specified in the "Forwarding Letter".

19.0 LATE BIDS:

Any Bid received by the Company after the deadline for submission of bids prescribed by the Company shall be rejected.

20.0 MODIFICATION AND WITHDRAWAL OF BIDS:

20.1 The Bidder after submission of bid may withdraw its bid by written notice prior to bid closing.

20.2 The Bidder's withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of **Clause 5.1**. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

20.3 No bid can be modified subsequent to the uploading in the e-tendering system.

20.4 No bid may 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.

21.0 PRE-BID CONFERENCE/ MEETING:

As per details mentioned in Portal

22.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

If it is found that a bidder/contractor has furnished fraudulent information / documents, the Bid Security/Performance Security shall be forfeited and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action. **In case of major and serious fraud, period of debarment may be enhanced.**

23.0 OPENING AND EVALUATION OF BID:

23.1 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.

23.2 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.

- 23.3 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security and such other details as the Company may consider appropriate.
- 23.4 Company shall prepare, for its own records, document containing the information disclosed to those present in accordance.
- 23.5 **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.**
- 23.6 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.
- 23.7 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.
- 23.8 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.

24.0 OPENING OF COMMERCIAL/ PRICE BIDS:

- 24.1 ***Company will open the Commercial/Price Bids of all the Bidders on a specific date as mentioned in portal in presence of interested bidders.***
- 24.2 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.
- 24.3 ***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. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will adopted for evaluation.***

25.0 EVALUATION AND COMPARISON OF BIDS:

- 25.1 The Company will evaluate and compare the bids as per **Bid Evaluation Criteria in Part-II** of the bidding documents. Bid splitting not applied.
- 25.2 DISCOUNTS / REBATES: Unconditional discounts/rebates, if any, given in the bid or along with the bid will be considered for evaluation.
- 25.3 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.

26.0 CONTACTING THE COMPANY:

- 26.1 Except as otherwise provided, 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.
- 26.2 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.

27.0 AWARD OF CONTRACT

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.

28.0 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.

29.0 NOTIFICATION OF AWARD:

- 29.1 Prior to the expiry of the period of bid validity or extended validity, the company will notify the successful Bidder in writing by registered letter or email or fax (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.
- 29.2 ***The notification of award will constitute the formation of the Contract.***
- 29.3 Upon the successful Bidder's furnishing of Performance Security, the company will promptly notify each un-successful Bidder and will discharge their Bid Security.

30.0 SIGNING OF CONTRACT:

- 30.1 At the same time as the Company notifies the successful Bidder that its Bid

has been accepted, the Company will either call the successful bidder for signing of the agreement or send the **Contract document** with General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

- 30.2 Within 30 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return it to the company.

31.0 PERFORMANCE SECURITY:

- 31.1 Successful bidder shall be required to furnish an amount equivalent to **10%** of the annualized contract value as Performance Security Deposit within 15 days of notification of award of contract and before signing of the formal contract. In case of default the award of contract may be canceled and Security deposit forfeited. The Performance Security Deposit may be in the form of a Bank Guarantee issued by a Nationalized Bank, and shall remain valid for **3 (Three)** more months beyond validity of the contract. A copy of the Bank Guarantee format is enclosed as **Proforma -E**. The same will be discharged by company not later than 30 days following its expiry.

- (a) A Bank Guarantee in the prescribed format vide **Proforma-E** issued by any of the following Banks **is 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.

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

Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

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

- 31.2 The performance security money shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.

- 31.3 Failure of the successful Bidder to comply with the requirements of clause **31.1** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as then case may be.

32.0 INTEGRITY PACT:

- 32.1 OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “**SECTION -V- 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 (alongwith 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.
- 32.2 OIL has appointed Shri Ram Phal Pawar, IPS (Retd.), Shri Tejendra Mohan Bhasin, Former CVC, and Shri Om Prakash Singh, IPS(Retd.) as Independent Monitors (IEM) for a period of 3 (three) years to oversee implementation of Integrity Pact in OIL Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:
- a. Shri Ram Phal Pawar, IPS (Retd.),
Former Director, NCRB, MHA
E-mail IDs: rpawar61@hotmail.com
ramphal.pawar@ips.gov.in
 - b. Shri Tejendra Mohan Bhasin,
Former Vigilance Commissioner, CVC
E-mail: tmbhasin@gmail.com
 - c. Shri Om Prakash Singh, IPS(Retd.) ,
E-Mail: Ops2020@rediffmail.com

33.0 COST OF BIDDING:

- 33.1 The bidder shall bear all cost associated with the preparation and submission of its bid and OIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 33.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid without seeking any clarifications.

34.0 Purchase preference policy (linked with Local Content) (PP-LC) (Applicable for tenders of value greater than Rs 1 Crore)

PP-LC policy notified vide letter no. FP-20013/2/2017-FP-PNG-Part (1) E (-36682) dated 23.02.2022 of MoPNG.

1 Preamble

1.1 In tune with Make in India (MII) campaign in oil and gas sector, the Government has decided to incentivize the growth in local content in goods and services while implementing oil and gas projects in India, and

1.2 Whereas the Public procurement policy rests upon the core principles of competitiveness, adhering to sound procurement practices and execution of orders for supply of goods or services in accordance with a system which is fair, equitable, transparent, competitive and cost effective, and

1.3 Whereas, the local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them etc.

1.4 Whereas incentivizing enhanced local content in the procurement of goods and/or services in oil and gas business activities would lead to increased local industry content;

1.5 Therefore, the Ministry of Petroleum and Natural Gas (MoPNG) has decided to stipulate the following policy for providing Purchase Preference to the manufacturers/ service providers having the capability of meeting/ exceeding the local content targets in oil and gas business activities;

1.6 This policy considers the Local Content (LC) as the added value brought to India through the activities of the oil and gas industry. This may be measured (by project, affiliate, and/or country aggregate) and undertaken through Workforce development and investments in supplier development through developing and procuring supplies and services locally.

2 Definitions

2.1 Oil and Gas Business Activity shall comprise of Upstream, Midstream and Downstream business activities.

2.2 Domestic products shall be goods and/or service (including design and engineering), produced by companies, investing and producing in India.

2.3 Local Content hereinafter abbreviated to LC means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

2.4 Domestic Manufacturer shall be business entity or individual having business activity established under Indian law and producing products domestically.

2.5 Supplier of goods and/or provider of service shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof and classified as under:

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under this Policy.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than or equal to 20% but

less than 50%, as defined under this Policy.

'Non-local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20%, as defined under this Policy.

2.6 Steering Committee means the committee to be constituted by MoPNG to provide effective guidance and to oversee the implementation of the Policy on a regular and continuing basis.

2.7 Verification shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.

2.8 Purchase preference: Where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.

2.9 Local Content (LC) in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.

2.10 Local Content (LC) in Services shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within in the country.

2.11 Local Content (LC) in EPC contracts shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out within the country.

2.12 Factory overhead cost shall be indirect costs of manpower, machine/working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.

2.13 Company overhead cost shall be costs related to the marketing, administration and general affairs cost of the company.

2.14 Indian Company means a company formed and registered under the Companies Act, 2013.

2.15 Foreign company means any company or body corporate incorporated outside India which- (a) has a place of business in India whether by itself or through an agent, physically or through electronic mode; and (b) conducts any business activity in India in any other manner.

3. Scope

3.1 The regulation shall be intended to:

3.1.1 Support and boost the growth of domestic manufacturing sector so as to be able to support oil and natural gas business activities and contribute added value to economy, absorb manpower as well as have national, regional and international competitiveness;

3.1.2 Support and boost the growth of innovation/technology of domestic manufacturing sector.

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

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

3.4 The policy is not applicable for HP-HT operations for the time being. The Charter Hiring of offshore vessels shall continue to be governed by DG, Shipping Guidelines. Indian Flag Vessels shall be considered as having 100% LC.

3.5 The prescribed local content in the Policy shall be applicable on the date of Notice inviting Tender.

4. Procurement

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

4.2 In respect of Global Tender Enquiry (GTE) the guidelines as issued by Government of India from time to time shall be applicable on the procuring entities.

4.3 Margin of Purchase preference: The margin of purchase preference shall be 20%.

4.4 (a) In respect of all goods, services or works in respect of which the Nodal Ministry/ Department under DPIIT's Public Procurement (Preference to Make in India) Order, 2017 has communicated that there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid irrespective of purchase value.

4.4 (b) For all other local tenders, Class-I local supplier and Class-II local supplier shall be eligible to bid irrespective of purchase value, but preference to be given as per PP-LC to the Class-I local supplier.

4.4 (c) **Only Class-I local supplier and Class-II local supplier, as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued.** In global tender enquiries, Non-local suppliers shall also be eligible to bid along with Class-I local suppliers and Class-II local suppliers.

4.4 (d) Class-II local supplier will not get purchase preference in any procurement, undertaken by procuring entities.

4.5 In National Competitive Bid procurements of all items not covered by para 4.4 (a) and where the estimated value to be procured i.e. total value of enquiry/ tender, is less than Rs. 1 Crore shall be exempt from this Policy. In case of International Competitive Bids, the policy shall be applicable irrespective of the tender estimate. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Policy.

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

respective contracts of goods and services.

4.7 If the Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to the Ministry.

4.8 For the purpose of para 4. 7 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country, or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meets any of these tests with respect to India.

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

5.1 In procurement of all items not covered by para 4.4 (a), the following provisions may be considered for LC linked Purchase Preference:

5.1.1 The manufacturers/ service providers having the capability of meeting/ exceeding the local content targets shall be eligible for purchase preference under the policy, i.e. LC manufacturers/ LC service providers respectively as described below.

5.1.2 Wherever the goods/ services are procured under this policy, eligible (techno-commercially qualified) Class I Local supplier may be granted a purchase preference where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the eligible (techno-commercially qualified) Class I Local supplier concerned, at the lowest valid price bid.

5.1.3 Goods: The tender for procuring goods would specify that the contract for 50% of the procured quantity would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. The remaining will be awarded to L1.

5.1.3.1 However, if L1 bidder happens to be a Class Local supplier, the entire procurement value shall be awarded to such bidder;

5.1.3.2 If in the opinion of the procuring company, the tenders (procured quantity) cannot be divided in the prescribed ratio of 50:50, then they shall have the right to award contract to the eligible Class I Local supplier for quantity not less than 50%, as may be divisible.

5.1.3.3 In continuation to 5.1.3.2 above, if the tendered item is non divisible, (to be included in the tender document by procuring company) the contract can be awarded to the eligible Class I Local supplier for the entire quantity.

5.1.4 Services/ EPC Contracts: The tender for oil and gas services/ EPC contracts shall not normally be split. For such procurement the tender would specify that the entire contract would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. However, tender for certain oil & gas services can normally be split, in such cases, splitting shall be allowed and specified in tender document. Such services shall follow the procedure outlined for goods as described in para 5.1.3. The procuring company should clearly specify in the tender document whether the tender shall be split or not.

5.1.5 For para 5.1.3 and 5.1.4 above, only those LC manufacturers/ service providers whose bids are within the margin of purchase preference would be allowed an opportunity to match L1 bid.

5.1.6 The tender conditions would ensure that local content in oil & gas products is encouraged. However, the procuring company may incorporate such stipulations as may be considered necessary to satisfy themselves of the production capability and product quality of the manufacturer.

5.1.7 The procedure for award under the policy is at Enclosure-I.

6. Determination of LC

6.1 LC of goods

6.1.1 LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product.

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

- a) in the case of direct component (material), based on country of origin;
- b) in the case of manpower, based on INR component.

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

6.2 LC of service

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

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

- a) cost of component (material) which is used;
- b) manpower and consultant cost; cost of working equipment/ facility; and
- c) general service cost.

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

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

6.3 LC of the EPC Contracts:

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

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

6.3.3 The spent cost as mentioned in paragraph 6.3.2 shall include production cost in the calculation of LC of goods as mentioned in clause 6.1.1 and service cost in the

calculation of LC of services as mentioned in clause 6.2.2.

6.4 Calculation of LC and Reporting

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

7 Certification and Verification

7.1 Class I/Class II Local suppliers are eligible to bid only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as Class-I or Class-II local supplier

7.1.2 At bidding stage:

a. Price Break-up:

- The bidder shall provide the percentage of local content in the bid
- b) The bidder shall submit an undertaking from the authorized signatory of bidder having the power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.

- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.

7.1.3 After Contract Award:

- The bidder shall submit an undertaking from the authorized signatory of bidder having the power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.

- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.

7.2 Each supplier shall provide the necessary local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of the bidder, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content

confidential.

7.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

7.4 As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.

7.5 The Procuring Company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

8 Governance and Supervision

8.1 A Steering Committee will be constituted by MoPNG to provide effective guidance and to oversee the effective implementation of the Policy including review and amendments required therein. The Steering Committee may consider representations on target Local Content in goods, services and EPC and modify the policy accordingly.

8.2 The Steering Committee shall annually conduct a review of the policy implementation which shall specifically cover the issue of whether there has been adequate competition, and whether the policy has resulted in any reduction in competition/ exclusion of non-local bidders or any cost increase to the purchasing PSU, particularly-in respect of services & works contracts.

9 Sanctions

9.1 The Procuring companies shall impose sanction on manufacturers/ service providers not fulfilling LC of goods/ services in accordance with the value mentioned in certificate of LC.

9.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.

9.3 In the event that a manufacturer or supplier of goods and/or provider of services does not fulfil his obligation after the expiration of the period specified in such warning, the procuring company can initiate action for blacklisting such manufacturer/supplier/service provider.

9.4 A manufacturer and/or supplier of goods and/or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty specified in clause 9.4.1.

9.4.1 The financial penalty shall be over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

10. Clarification on Goods/ Services: Any issue regarding the coverage of a particular good/ service under the proposed policy would be referred to the Steering Committee for clarification.

11. Powers to grant exemption and to reduce minimum local content: Wherever proper justification exists, Ministry of Petroleum and Natural Gas may by written order, for reasons to be recorded in writing,

- a) Reduce the minimum local content below the prescribed level; or
- b) Reduce the margin of purchase preference below 20%; or
- c) Exempt any particular item or supplying entities from the operation of this Order

or any part of the Order.

12. Time Period: The Policy shall be applicable for 5 years. Except for 2017-18, the Policy shall not be continued unless, the Steering Committee by September 30th of each year, concludes a review as per para 8.2 of the Policy and recommends continuation of the Purchase Preference.

35.0 Categorization and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020.

The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE - Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:

Udyam Registration Number with Udyam Registration Certificate.

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

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

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

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

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

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

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

Note:

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

37.0 SITE VISIT:

The Bidder, at the Bidder's own cost, responsibility and risk is encouraged to visit and examine the site of work and its surroundings, understand the logistics and obtain all information that may be necessary for preparing the Bid and entering into a Contract for the required services/work. The Contractor shall be deemed prior to Pre-Bid Conference & submitting their Bid to have:

- a) Inspected and examined the Site and its surroundings and carried out such surveys as it considers necessary;
- b) Satisfied itself as to the nature of the work and materials necessary for the execution of the Works;
- c) Satisfied itself as to the circumstances at the Site, including, without limitation, the ground and sub-soil, the form and nature of the Site and the climate and hydrological conditions of the Site;
- d) Satisfied itself as to the means of communication with and access to & through the Site, the accommodation it may require and the precautions and the times and methods of working;
- e) Obtained for itself all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the Contract price and its obligations under the Contract;
- f) Satisfied itself with all the Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bid Document.
- g) Ascertained the general labour position at the Site and have understood the cost associated with engagement of the labours.

38.0 GENERAL:

- 38.1 The bids can only be submitted in the name of the Bidder who has been permitted to participate in the bid. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexures. It shall be complete and free from ambiguity, change or interlineations.
- 38.2 The bidder should indicate at the time of quoting against this tender their full postal and Fax/Email addresses.
- 38.3 The bid including all attached documents shall be digitally signed by duly authorized representative of the bidding company.

39.0 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.

40.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name tender 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.

- 40.1. **In case of Sole Proprietorship Firm**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return 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.
- 40.2 **In case of HUF**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, 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.
- 40.3 **In case of Partnership Firm**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return 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 ~~and Central Excise~~ Registration Certificate.
- 40.4 **In case of Co-Operative Societies**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return 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 ~~and Central Excise~~ Registration Certificate.
- 40.5 **In case of Societies registered under the Societies Registration Act** - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return 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 GST ~~and Central Excise~~ Registration Certificate.
- 40.6 **In case of Joint Stock Companies registered under the Indian Companies Act** -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return 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 ~~and Central Excise~~ Registration Certificate.
- 40.7 **In case of Trusts registered under the Indian Trust Act** - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return 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 ~~and Central Excise~~ Registration Certificate.

41.0 POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017

41.1 Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022 has notified that Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT and as amended from time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG with certain modifications.

41.2 The Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT to encourage 'Make in India' and promote manufacturing & production of goods and services in India with a view to enhancing income and employment.

41.3 DEFINITIONS:-

- (i) **Local Content** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

Further Local value addition through services such as transportation, insurance, installation, commissioning, training, and after sale support like AMC/CMC etc. shall be considered in local content calculation.

- (ii) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of equal to or more than 50%.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of more than 20% but less than 50%.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.

- (iii) **L1** mean the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per tender or other procurement solicitation.

- (iv) **Margin of Purchase Preference:** means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for purpose of purchase Preference.

- (v) **Nodal Ministry** means the Ministry of Petroleum & Natural Gas

- (vi) **Procuring Entity** means Oil India Limited (OILL)

- (vi) **Works** means all the works as per Rule 130 of GFR-2017 also include 'turnkey works'

41.4 **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.

41.5 ELIGIBILITY OF 'CLASS-I LOCAL SUPPLIER'/ 'CLASS-II LOCAL SUPPLIER'/ 'NON-LOCAL SUPPLIERS' FOR DIFFERENT TYPES OF PROCUREMENT

- (a) In procurement of all goods, services or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.
- (b) Only 'Class-I local supplier' and 'Class-II local supplier', shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry/ International Competitive bidding has been issued. In global tender enquiries/ International Competitive bidding 'Non local suppliers' shall also be eligible to bid alongwith 'Class-I local suppliers' and 'Class-II local suppliers'.
- (c) Works includes Engineering, Procurement and Construction(EPC) contracts and services include System Integrator (SI) contracts
- (d) HP-HT Operations in upstream oil and gas business activities shall be exempted from this order.

41.6 PURCHASE PREFERENCE METHODOLOGY UNDER PPP-MII (SUBJECT TO QUANTITY DISTRIBUTION APPLICABLE TO MSES AS PER PUBLIC PROCUREMENT POLICY FOR MSE 2012, REFER EXAMPLES GIVEN BELOW):

- (a) Purchase preference shall be given to 'Class-I local supplier' in procurements in the manner specified here under.
- (b) In the procurements of goods or works which are cover by para 5 (b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurements of goods or works which are covered by para 5 (b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
 - iv. "Class-II local supplier" will not get purchase preference in any procurement.
- d) **Applicability in tenders where contract is to be awarded to multiple bidders** - In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise which are covered by para 5 (b), the 'Class-I local supplier' shall get purchase preference over 'Class II-local supplier' as well as 'Non-local supplier', as per following procedure:

- i) If 'Class-I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class -I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local suppliers' / 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- ii) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

41.7 In case a bidder (Class-I Local supplier) is eligible to seek benefit under Policy for Preference under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012), then the bidder should categorically confirm its option to choose benefits against only one of the two policies i.e. either PPP-MII and MSE policy in Form-I. The option once exercised cannot be modified subsequently.

Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

In case a MSEs bidder opts for purchase preference based on PPP-MII, such bidder shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to such MSE Bidder.

While for evaluating a particular bid that bidder's option (to avail any one out of two applicable purchase preference policies, i.e., PPP-MII or PPP-2012) will be considered, for price matching opportunities and distribution of quantities among bidders, the precedence shall be in the following order:-

- (i) Public Procurement Policy for MSE 2012
- (ii) Public Procurement (Preference to Make in India), Order 2017

41.8 Example to deal Various situations in case a bidder is eligible to seek benefit under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012) :

(I) Non divisible item

L1 bidder is non MSE, Non Local supplier/ Class-II local supplier as per PPP-MII

L2 bidder is Class-I Local supplier as per PPP-MII (prices within 20%)

L3 bidder is MSE bidder (prices within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (PPP-MII).

(II) Divisible item-Case 1

L1 bidder is non MSE, Non Local supplier/ Class-II local supplier as per PPP-MII

L2 bidder is Class-I Local supplier as per PPP-MII (within 20%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him for the quantity specified in the bidding document for MSEs (i.e. 25% of the tendered quantity). For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PPP-MII). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

(III) Divisible item-Case 2

L1 bidder is non MSE, Non Local supplier/ Class-II as per PPP-MII

L2 bidder is Class-I Local supplier as per PPP-MII (within 20%)

L3 bidder is MSE bidder (within 15%)

L4 bidder is MSE bidder (within 15%)

MSE bidders shall be given preference to match the L1 price. If bidders matched the L1 price, order shall be placed on each of them for 12.5% of the tendered quantity. In case L3 or L4 bidder refuses, the order shall be placed on remaining MSE bidder who matches the L1 prices for 25% of the quantity. For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PPP-MII). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

(IV) In case L1 bidder is MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to Class-I Local supplier as per PPP-MII.

(V) In case L1 bidder is a Local supplier as per PPP-MII, purchase preference shall be resorted to MSE bidder as per PPP 2012 only.

41.9 VERIFICATION OF LOCAL CONTENT/ DOMESTIC VALUE ADDITION

- a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall require to indicate percentage of local content and provide **self-certification** (as per **Proforma T- Form-1**) that the item offered meets the minimum local content for 'Class-I local supplier'/ 'Class-II local supplier' as the case may be and shall give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, in addition to Form-2 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per **Proforma-T, Form -2**.
- c. In case a complaint is received by the procuring agency relating to implementation of this order including the claim of a bidder regarding local content/ domestic value addition, the same shall be referred to Competent Authority who is empowered to look into procurement related complaints.
- d. Nodal Ministry may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints. A complaint fee of Rs.2 Lakh or 1% of the value of the domestically manufactured products being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, shall be paid by Demand Draft to be deposited with OIL. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.
- e. In case of false declarations, OIL shall initiate action for banning such manufacturer/supplier/service provider as per as per OIL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"
- f. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph g below.
- g. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;

- ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
- iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

41.10 RECIPROCITY CLAUSE

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
- iii. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

42.0 PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

- 1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
- 2. 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. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020.

Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India

3. **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) **for purpose of this provision** 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.
4. **"Bidder from a country which shares a land border with India"** for the purpose of this:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
5. **"Beneficial owner"** for the purpose of above (4) will be as under:
 - i. 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(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint the 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;

- ii) 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 of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii) 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 of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 6. "Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons
- 7. SUBMISSION OF CERTIFICATE IN BIDS:**
- Bidder shall submit a certificate in this regard as **Proforma U-Form-I**
- If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.
- 8.** The registration, wherever applicable, 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.
- 9. PROVISION FOR WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:**
- The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at **Proforma U-Form-I**.

PART-2

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

BID EVALUATION CRITERIA (BEC)

BID EVALUATION CRITERIA (BEC):

The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids 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. Bidders are advised not to take any exception/deviations to the bid document.

ELIGIBILITY CRITERIA:

The bidder must be incorporated/registered in India and must maintain more than 20% local content (LC) for the offered services to be eligible to bid against this tender.

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide **Letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020** by-MoPNG (including subsequent amendments thereof, if any) shall be applicable.

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

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

- (a) The Bidder must provide the **percentage (%) of local content** in their bid, without which the bid shall be summarily rejected being non-compliant.
- (b) The Bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid specifying the LC Percentage and such undertaking shall become a part of the contract, if awarded [Format enclosed as per **Proforma- PPLC**]
- (c) Bidder to submit a copy of their Certificate of Incorporation/registration in India.

A) TECHNICAL CRITERIA**1.0 EXPERIENCE**

The following minimum criteria shall be met by the bidder failing which their bid/offer will be rejected:

1.1 Bidders must have Experience of having successfully completed at least one job of Carrying out Residual Life Assessment (RLA) or Fit For Purpose (or) Fit For Service (FFP/FFS) of any cross-country hydrocarbon pipeline for a minimum length of 156 km in a single contract in previous 7(seven) years to be reckoned from the original bid closing date.

1.2 A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.

1.3 Documentary proof must be furnished in support of the experience by way of purchase order / work order / contract document along with completion certificate from the organization to whom such services have been rendered.

1.4 Bids on Consortium or Joint venture basis are not acceptable and shall be rejected

1.5 Experience of ongoing job/jobs shall not be considered.

B) FINANCIAL CRITERIA:

1.0 The following Financial criteria shall have to be met by the bidder:

Sl.	Parameter	Financial Criteria
1	Annual Turnover	Minimum ₹ 60,96,542.00 in any of the preceding 3 (Three) financial years, considered from the original bid closing date.
2	Net worth	Net Worth of the bidder should be positive for the preceding financial/ accounting year.

Note to Financial Criteria:

(a) 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 **2022-23 (or as the case may be)** has not been audited as on bid closing date.

(b) For proof of Annual Turnover & Net Worth, any one of the following document must be submitted along with the bid:-

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

OR

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

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 (CAG) of India and the Central Government, their certificates may be accepted even though FRN is not available. However, the bidder has to provide documentary evidence for the same.

(c) All certificates issued by a Chartered Accountant in practice must mandatorily mention **UDIN** (Unique Document Identification Number) as instructed by Institute of Chartered Accountants of India (ICAI).

C) COMMERCIAL EVALUATION CRITERIA

1.0 Bids shall be submitted under **SINGLE STAGE TWO BID SYSTEMS** i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Terms of Reference specified in the tender in **"Technical RFX Response" Tab** and Priced Bid as per Schedule of Rates is to be uploaded in the **"Notes & Attachments" Tab**. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.

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

3.0 Bid should be valid for min. **120 days** from the bid closing date. Bids with shorter validity will be rejected as being non-responsive.

4.0 The **Integrity Pact** must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.

5.0 Physical Bids, if any received from the bidders, shall not be considered and will be rejected.

6.0 Bids submitted after the Bid Closing Date and Time will be rejected. Bids containing incorrect statement will be rejected.

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

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

9.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized representative.

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

11.0 Any Bid containing false statement will be rejected.

12.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Schedule of Rates of Bid Document; otherwise the Bid will be summarily rejected.

13.0 Non-submission of the documents as specified in BEC will result in rejection of bids.

14.0 Bidder shall fulfill all the relevant clauses applicable for this e-Tender.

15.0 Bidder must accept and comply with the following standard commercial terms as given in the Bid Document in toto failing which bid will be rejected –

- i) Performance Security
- ii) Force Majeure
- iii) Tax Liabilities
- iv) Arbitration
- v) Acceptance of Jurisdiction and Applicable Law
- vi) Liquidated Damage
- vii) Safety & Labour Law
- viii) Termination
- ix) Integrity Pact
- x) Warranty and remedy of defects
- xi) Liability
- xii) Insurance
- xiii) Any other condition specifically mentioned elsewhere in the tender documents that non-compliance of the clause shall lead to rejection of the bid.
- xiv) Firm Price
- xv) Scope of work
- xvi) Specifications
- xvii) Price Schedule
- xviii) Delivery / Completion Schedule
- xix) Period of Validity of Bid
- xx) Guarantee of material / work
- xxi) Applicable Laws

16.0 The originals of the documents submitted by the bidder shall have to be produced by the bidder(s) to OIL as and when asked for.

17.0 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the office of GM- Contracts, OIL at Guwahati on or before 12.45 Hrs (IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be ₹ **4,31,700.00**. Bid without proper & valid Bid Security will be rejected.

18.0 All the Bids must be **Digitally Signed using Class III digital certificate** (e-commerce application) with 'Certificate Type: Organization Certificate' 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" and "Organization" digital certificate, will be rejected.

19.0 Successful bidder will be required to furnish a Performance Bank Guarantee @ 10% of the annualised contract value.

20.0 The following points are deemed as “non-negotiable” and offer shall be rejected straightaway without seeking clarification:

- i. Validity of bid shorter than validity indicated in the tender.
- ii. Bid Security not submitted within the bid closing date and time
- iii. In case the party refuses to sign Integrity Pact.

21.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made.

22.0 Price Schedule:

22.1 Bidder shall submit the Price Break up as per Proforma-A. Bidders should fill up the annexure, sign and upload under “Notes & Attachments” > “Attachments” only. Evaluation of offers shall be done on as per price bid format.

22.2 Comparison of offers shall be done on as per Evaluation methodology and contract shall be awarded to the L1 bidder.

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

22.4 Price bids of only those bidders will be opened whose offers are found to be techno-commercially acceptable.

23.0 The successful bidder /contractor shall undertake to indemnify the company against all claims which may arise under the under noted Acts during signing of the contract:

- a) The FACTORY Act - 1948
- b) The Minimum Wages Act 1948
- c) The Workman’s compensation Act 1923
- d) The payment of wages Act 1963
- e) The payment of Bonus Act 1965
- f) The Contract Labor (Regulation and Abolition) Act 1970 and the rules framed thereunder.
- g) Employees’ Pension Scheme 1995.
- h) Interstate Migrant (regulation of Employment and Condition of Service) Act 1979
- i) The Employees Provident Fund and Miscellaneous Provisions Act 1952
- j) AGST Act/VAT
- k) GST Act

24.0 Documentary Evidence in support of sound financial standing, Bank Account Number from any Nationalized Bank and PAN card number to be submitted by bidder.

25.0 Other Information /Documents: Bidders must furnish the following information with relevant documents wherever necessary:

- a) Tax Exemption Certificate, if any, if /applicable.
- b) PAN no. (photocopy of the PAN card required).
- c) GST registration No.
- d) Bank account No. with name of Bank, Type of account, Bank address.
- e) P.F. Account No. / Code.
- f) ESI registration no.

D) EVALUATION OF BIDS

1.0 Bids qualifying as per terms of Technical Criteria (Para A above) and Financial Criteria (Para B above) shall be eligible for this evaluation.

2.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total cost of various works envisaged under the contract.

3.0 In case more than one bidder emerges as lowest bidder due to equal rate quoted by the bidder, then the lowest bidder will be decided by draw of lots. Company's decision in this regard is final and binding to all bidders

4.0 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.

5.0 PRICE EVALUATION CRITERIA:

5.1 Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.

5.2 Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.

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

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

5.5 It is 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.

5.6 The bidders are advised not to offer any discount/rebate separately and to offer their prices after considering discount/rebate, if any.

5.7 Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.

5.8 The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and GST.

5.9 In case more than one bidder emerges as lowest bidder due to equal rate quoted by the bidder, then the lowest bidder will be decided by draw of lots. Company's decision in this regard is final and binding to all bidders.

5.10 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

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

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

5.13 PURCHASE PREFERENCE CLAUSE:

5.13.1 PURCHASE PREFERENCE TO MSE BIDDERS: Purchase Preference to Micro and Small Enterprises is applicable for this tender. Bidders seeking benefits, under Purchase Preference Policy (MSE) shall have to be registered under Udyam Registration or UAM.

a) Purchase Preference to Micro and Small Enterprises (MSEs) falling within the price band of L-1+ 15% and Purchase preference policy-linked with Local Content (PP-LC) falling within the price band of L-1+ 20% shall be applicable in this tender.

b) 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. Bidder to categorically confirm under which policy i.e. PP-LC or MSE, they want to avail the benefit and to submit requisite document/certificate in support to avail this benefit. The bids shall be evaluated based on their declaration. No benefit shall be given if the bid is submitted without any above declaration along with supporting document as per the respective policies. Please refer PROFORMA-XVII to confirm under which category (PP-LC of MSE) the benefit has been sought.

Documentation required to be submitted by MSEs: Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES.

The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit the following documents along with the technical bid for availing the benefits applicable to MSEs:

Udyam Registration Number with Udyam Registration Certificate

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

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

i) Purchase preference policy-linked with Local Content (PP-LC) notified vide letter no. FP-20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG shall be applicable in this tender. Bidders to check the provisions of the Notification for their eligibility to bid and seek benefits for Purchase preference, accordingly. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions of the notification no. FP-20013/2/2017-FP-PNG dated 17th November, 2020 or subsequent amendments, if any.

ii) Upon award of Contract based on PP-LC policy, the bidder shall have to furnish their compliance to all the provisions of PP-LC policy and to submit additional 10% Bank Guarantee of the total Contract value (format enclosed as PROFORMA-XV) towards fulfilment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC.

5.13.3 AWARD OF CONTRACT: The total requirement of hiring tendered services is not split table under the Purchase Preference policy. In case of participation of both MSE and LC bidder(s) against the tender, MSE bidder(s) will be given preference over LC bidder(s) to match with L1 bidder as per Public Procurement Policy. Accordingly, Purchase preference shall be extended as per the following:

a) Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder(s) subject to acceptance of L1 bid price.

b) (i) In case of non-eligible MSE bidder (s): Among all qualified bids, the lowest bid will be termed as L1. If L1 is "Class-I local supplier", the contract for full quantity will be awarded to L1.

(ii) If L1 bid is not a "Class-I local supplier", 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the "Class-I local supplier" will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such "Class-I local supplier" subject to matching the L1 price. In case such lowest "Class-I local supplier" fails to match the L1 price or accepts less than the offered quantity, the next higher "Class-I local supplier" within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

G) GENERAL:

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

2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on

or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

3 If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.

4 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.

5 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

6 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

7 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

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

FORMAT FOR CHARTERED ACCOUNTANT / STATUTORY AUDITOR CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

We have verified the Annual Accounts and other relevant records of M/s.....(Name of the bidder) and certify the following:

A. ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :

Description	Year.....
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital	
4. Net Worth	
5. RETURN ON EQUITY	

Name of Audit Firm:

[Signature of Authorized Signatory]

Chartered Accountant Name:

Date:

Designation:

Seal:

Membership no.

UDIN:

Instructions:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.

2. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive. This certificate is to be submitted on the letter head of Chartered Accountant.

RECORD OF BIDDER'S PAST RELEVANT EXPERIENCE:

Sl No.	Clients Name, address & contact Telephone No.	Contract No.	Brief description of the contract	Contract period	Contract Value

Signature of the bidder

PART-III / SECTION-I
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 SERVICE FOR CARRYING OUT RESIDUAL LIFE ASSESSMENT (RLA), FIT FOR PURPOSE /SERVICE (FFP/FFS) AND QUANTITATIVE RISK ANALYSIS OF OIL'S NAHARKHATIA- BARUANI (NBPL) & NUMALIGARH-SILIGURI (NSPL) PIPELINE

GENERAL CONDITIONS OF CONTRACT

1.0 APPLICABILITY, DEFINITION & INTERPRETATION

1.1 Applicability

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

1.2 Definition & Interpretation

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

1.2.1 COMPANY/OIL/Operator:

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

1.2.2 CONTRACTOR:

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

1.2.3 Contract:

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

1.2.4 Site:

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

1.2.5 COMPANY's Site Representative/Engineer:

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

1.2.6 Sub-Contract:

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

1.2.7 Sub-Contractor:

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

1.2.8 Contractor's Representative:

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

1.2.9 Contract Price/Value:

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

1.2.10 Firm price:

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

1.2.11 Service/Works/Operations:

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

1.2.12 Equipment/Materials/Goods:

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

- 1.2.13 Drawings:**
Shall mean and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, photographs, etc. related to the CONTRACT together with modification and revision thereto.
- 1.2.14 Specifications:**
Means and includes all technical specifications, provision attached and referred to in the tender/contract document regarding method and manner of performing the services and qualities of the service/materials to be provided under the contract and also as modified by the COMPANY/its site representative during the execution of contract in the best interest of service.
- 1.2.15 Engineer In-charge (EIC):**
Shall mean the person designated from time to time by the COMPANY and shall include those who are expressly authorized by the COMPANY to act for and on its behalf for operation of the contract.
- 1.2.16 Inspectors:**
Shall mean any person or outside Agency nominated by COMPANY to inspect equipment, materials and services, if any, in the CONTRACT (stage wise as well as final) as per the terms of the CONTRACT.
- 1.2.17 Tests:**
Shall mean such process or processes to be carried out by the CONTRACTOR as are prescribed in the CONTRACT, considered necessary by the COMPANY or their representative to ascertain quality, workmanship, performance and efficiency of equipment or services thereof.
- 1.2.18 Approval:**
Shall mean and include the written consent duly signed by COMPANY or their authorized official in respect of all documents, drawings or other particulars in relation to the CONTRACT.
- 1.2.19 Day:**
Shall mean a calendar day of twenty –four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.
- 1.2.20 Month:**
Shall mean a calendar month as per Gregorian calendar.
- 1.2.21 Year:**
Shall mean calendar year as per Gregorian calendar.
- 1.2.22 Working day:**
Means any day which is not declared to be holiday by the COMPANY.

- 1.2.23 Bid/offer:**
Shall mean the proposal/Offer along with supporting documents submitted by the bidder in response to the tender or enquiry in accordance with the terms of Tender or Enquiry, for consideration by COMPANY, prior to award of contract.
- 1.2.24 Guarantee:**
Shall mean the period and other conditions governing the warranty/guarantee of the services as provided in the CONTRACT.
- 1.2.25 Mobilization:**
Shall mean rendering the equipment fully manned and equipped as per CONTRACT and ready to begin work at site designated by the COMPANY and accepted by the COMPANY after inspection.
- 1.2.26 De-mobilization:**
Shall mean the removal of all items forming part of the mobilization from the site of the COMPANY and inspection and acceptance thereafter by the COMPANY including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in accordance with relevant notification from Customs Authorities.
- 1.2.27 Willful Misconduct:**
Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property of the Company or Third Party.
- 1.2.28 Gross Negligence:**
Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or unjustifiable indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- 1.2.29 Criminal Negligence:**
Shall mean that the crime happened negligently, there was duty of care upon the Person but inadvertently due to his negligence, the duty was breached, which causes harm to the people in the form of death or serious injury.
- 1.2.30 GST Legislations:**
'GST legislations' means 'any or all of the following legislations as may be applicable to the CONTRACTOR and OIL:
- (A) The Central Goods & Services Tax Act, 2017;
 - (B) The Integrated Goods & Services Act, 2017;
 - (C) The Union Territory Goods & Services Tax Act, 2017;
 - (D) The respective State Goods & Service Tax Acts'

- (E) The Goods and Services (Compensation to States) Act, 2017
- (F) The Customs Act and the Customs Tariff Act.
- (G) Any other applicable Act related to GST

2.0 CONTRACT DOCUMENT:

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

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

2.3 Amendment in CONTRACT: No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

3.0 WAIVERS AND AMENDMENTS:

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

3.2 Change Program: It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling Programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY's instruction in this regard shall be final and binding.

4.0 CONTRACT TIMELINE:

4.1 Effective Date of Contract:

The contract shall become effective as of the date COMPANY notifies the CONTRACTOR in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the COMPANY will be the effective date of contract. All terms and conditions of the contract shall come into force with the date of issuance of LOA.

4.2 Date of Commencement of Operation:

The date on which the mobilization is completed in all respects and CONTRACTOR is ready to commence operation as per the contract provision [Certified by the COMPANY's representative] will be treated as the date of Commencement of Operation.

4.3 Duration of the contract:

The contract shall be valid for a period as defined in the LOA and Special Conditions of Contract [SCC].

5.0 SCOPE OF WORK/CONTRACT:

Scope of the CONTRACT shall be as defined in the CONTRACT, specifications, drawings and Appendices.

6.0 GENERAL OBLIGATION OF CONTRACTOR:

CONTRACTOR shall, in accordance with and subject to the terms and conditions of this Contract:

6.1 Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.

6.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.

6.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

6.4 Comply with all applicable statutory obligations specified in the contract.

6.5 CONTRACTOR shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

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

6.7 CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.

7.0 GENERAL OBLIGATION OF COMPANY:

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

7.1 Pay CONTRACTOR in accordance with terms and conditions of the contract.

7.2 Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.

7.3 Perform all other obligations required of COMPANY by the terms of this contract.

8.0 DUTIES AND POWER/AUTHORITY:

8.1 OIL's site representative/engineer:

The duties and authorities of OIL's site representative/engineer are to act on behalf of OIL for:

- (a) Overall supervision, co-ordination and Project Management at site.
- (b) Proper and optimum utilization of equipment and services.
- (c) Monitoring of performance and progress
- (d) Commenting/countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- (e) He shall have the authority, but not obligation at all times and any time to inspect/test/examine/verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.
- (f) Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

8.2 CONTRACTOR's representative:

- (a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorization from the CONTRACTOR.
- (b) Representative(s) shall liaise with OIL's representative/engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.

- (c) Representative(s) shall extend full co-operation to OIL's representative/inspector/engineer in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.
- (d) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

9.0 Personnel to be deployed by contractor:

CONTRACTOR warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.

9.1 The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.

9.2 The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Guwahati /field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.

9.3 However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.

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

10.0 PERFORMANCE SECURITY:

10.1 On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 10 (Ten) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of a Bank Draft/Cashier's cheque/Banker's cheque*/ NEFT/RTGS/Electronic fund transfer to designated account of OIL[#] or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

10.2 Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR/service provider, or

- 10.3** In case of foreign CONTRACTOR/service provider, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India.

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 of India at the request of some other Non-Schedule Bank of India shall not be acceptable.

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

Full address.

Branch Code.

Code Nos. of the authorized signatory with full name and designation.

Phone Nos., Fax Nos., E-mail address.

- 10.5** The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

- 10.6** The foreign CONTRACTOR/service provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

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

- 10.8** The Performance Security specified above must be valid for the entire duration of the Contract including 3 months after associated defect liability period of 1 Year. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.

- 10.9** The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.

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

- 10.11** Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid

Security. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

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

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

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

11.0 SIGNING OF CONTRACT:

11.1 The successful bidder is required to sign a formal detailed contract with OIL within a maximum period of 60 days of date of LOA. Until the contract is signed, the LOA as well as GCC & SCC as prescribed in the Tender, shall remain binding amongst the two parties. In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

12.0 CLAIMS, TAXES & DUTIES:

12.1 Claims:

CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of COMPANY. COMPANY may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

12.2 Notice of claims:

CONTRACTOR or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.

12.3 Taxes:

- 12.3.1** CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPANY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.
- 12.3.2** Tax levied on CONTRACTOR as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on CONTRACTOR's account.
- 12.3.3** CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.
- 12.3.4** The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 12.3.5** Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the COMPANY and/or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the CONTRACTOR.
- 12.3.6** Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.
- 12.3.7** Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.
- 12.3.8** All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.
- 12.3.9** CONTRACTOR shall provide all the necessary compliances/invoice/ documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).

- 12.3.10** The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:
- (i) Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR).
 - (ii) Name and Address and GST Registration Number of the Service Receiver (Address of OIL).
 - (iii) Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess).
- 12.3.11** In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.
- 12.3.12** The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.
- 12.3.13** OIL would not accept any invoice without its GSTIN mentioned on the invoice

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

12.4 Goods and Services Tax:

- 12.4.1** “GST” shall mean Goods and Services Tax charged on the supply of material(s) and services. The term “GST” shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as “IGST”) or Central Goods and Services Tax (hereinafter referred to as “CGST”) or State Goods and Services Tax (hereinafter referred to as “SGST”) or Union Territory Goods and Services Tax (hereinafter referred to as “UTGST”) depending upon the import/ interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.
- 12.4.2** Where the OIL is entitled to avail the input tax credit of GST:
- OIL will reimburse the GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- 12.4.3** Where the OIL is not entitled to avail/take the full input tax credit of GST:
- OIL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the

executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

- 12.4.4 The CONTRACTOR will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the CONTRACTOR shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/duties by the CONTRACTOR shall be to CONTRACTOR's account.
- 12.4.5 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
- 12.4.6 Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.
- 12.4.7 Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.
- 12.4.8 Claim for payment of GST/Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
- 12.4.9 The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 12.4.10 The CONTRACTOR will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the CONTRACTOR will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/E-way Bill, if applicable etc.

12.5 Anti-profiteering clause

- 12.5.1 As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.
- 12.5.2 In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

13.0 CUSTOMS DUTY, IF APPLICABLE:

- 13.1.1 CONTRACTOR shall be responsible to import the equipment/tools/spares/consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.
- 13.1.2 CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.
- 13.1.3 Above clause is to be read with Customs Duty Clause in SCC, if any.

14.0 INSURANCE:

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

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

- 14.2** Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 14.3** CONTRACTOR shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.
- 14.4** All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

14.5 Certificate of Insurance:

Before commencing performance of the CONTRACT, CONTRACTOR shall furnish OIL with certificates of insurance indicating:

- a) Kinds and amounts of insurance as required herein
- b) Details of coverage

- c) Insurance corporation or companies carrying the aforesaid coverage
- d) Effective and expiry dates of policies
- e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
- f) Waiver of subrogation endorsement has been attached to all policies and
- g) The territorial limits of all policies.

14.6 Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.

14.7 If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.

14.8 Contractor on demand from Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.

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

14.9 Principal Assured

The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance):
"Oil India Limited, and CONTRACTOR's name (as appearing in the Contract /LOA)".

14.10 Waiver of subrogation:

All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:

"The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees".

14.11 Deductible:

The CONTRACTOR shall take policy with minimum deductible as per IRDA prescribed for the policy(ies). That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.

14.12 Compliance with Sec 25(1), of “The General Insurance Business (Nationalization) Act 1972”

Section 25(1) of “The General Insurance Business (Nationalization) Act 1972” is reproduced below:

“No person shall take out or renew any policy of insurance in respect of any property in India or any ship or other vessel or aircraft registered in India with an insurer whose principal place of business is outside India save with the prior permission of the Central Government”.

The above requirement of aforesaid Act needs to be complied with by the CONTRACTOR wherever the aforesaid provisions of Act apply, and compliance confirmations submitted.

14.13 Loss Payee Clause:

The Insurance Policies should mention the following in Loss Payee Clause:

“In respect of Insurance claims in which OIL’s interest is involved, written consent of OIL will be required”.

14.14 On account payment to OIL in case of claim

In case any loss or damage happen and where OIL’s interest is involved, OIL reserves the right to recover the loss amount from the CONTRACTOR prior to final settlement of the claim.

14.15 CONTRACTOR shall require all of its SUB-CONTRACTORs to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.

14.16 CONTRACTOR shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:

- i) **Workman Compensation and/Employers’ Liability Insurance:** Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.
- ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.

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

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

15.0 LIABILITY:

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

15.2 The CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such loss or damage and any suit, claim or expense resulting there from. Neither COMPANY nor its servants, agents, nominees, assignees, CONTRACTORS, sub-CONTRACTORS shall have any liability or responsibility whatsoever for injury to,

illness, or death of any employee of the CONTRACTOR and/or of its CONTRACTORs or sub-CONTRACTOR irrespective of how such injury, illness or death is caused and even if caused by the negligence of COMPANY and/or its servants, agents nominees, assignees, CONTRACTORs and sub-CONTRACTORs. CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such liabilities and any suit, claim or expense resulting there from.

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

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

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

16.0 **LIMITATION OF LIABILITY:**

- a) Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.
- b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.
- c) COMPANY shall indemnify and keep indemnified CONTRACTOR harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

17.0 **LIABILITY OF UNION GOVERNMENT OF INDIA:**

It is expressly understood and agreed upon by and between CONTRACTOR and OIL INDIA LIMITED, and that OIL INDIA LIMITED is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that OIL INDIA LIMITED is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/CONTRACTOR expressly agrees, acknowledges and understands that OIL INDIA LIMITED is not an agent, representative or delegate of the Union of India. It is further understood and agreed that

Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder/ CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this contract and covenants not to sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

18.0 CONSEQUENTIAL DAMAGE:

Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-CONTRACTORS.

19.0 RISK PURCHASE:

In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost shall be borne by the CONTRACTOR. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR.

20.0 INDEMNITY AGREEMENT:

20.1 Except as provided hereof CONTRACTOR agrees to protect, defend, indemnify and hold COMPANY harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of CONTRACTOR's employees, agents, CONTRACTORS and sub-CONTRACTORS or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

20.2 Except as provided hereof COMPANY agrees to protect, defend, indemnify and hold CONTRACTOR harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of COMPANY's employees, agents, CONTRACTORS and sub-CONTRACTORS or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

21.0 INDEMNITY APPLICATION:

The indemnities given herein above, whether given by COMPANY or CONTRACTOR shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

22.0 ROYALTY PATENTS:

Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods, which have not been imposed on the attending party by the terms of the contract or the specifications forming part thereof.

23.0 WARRANTY AND REMEDY OF DEFECTS:

23.1 CONTRACTOR warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR.

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

24.0 SUBCONTRACTING/ASSIGNMENT:

24.1 CONTRACTOR shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies). Except for the main services under this contract, CONTRACTOR may sub-contract the petty support services subject to COMPANY's prior written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.

24.2 Consequent upon of placement of contract, if successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub-vendor, who is a

Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority/Engineer in Charge the details like Name, Registration No., Address, Contact No., details of material and value of procurement made, etc. of such enterprises shall be furnished by the CONTRACTOR at the time of submission of invoice/bill.

25.0 RECORDS, REPORTS AND INSPECTION:

The CONTRACTOR shall, at all times during the currency of the contract, permit the COMPANY and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The CONTRACTOR shall keep an authentic, accurate history and logs including safety records of each service item with major items consumed, which shall be open at all reasonable times for inspection by the COMPANY's designated representatives and its authorized employees. The CONTRACTOR shall provide the COMPANY's designated representatives with a daily written report, on form prescribed by the COMPANY showing details of operations during the preceding 24 hours and any other information related to the said services requested by the COMPANY whenever so requested. The CONTRACTOR shall not, without COMPANY's written consent allow any third person(s) access to the said information or give out to any third person information in connection therewith.

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

26.1 CONTRACTOR shall not, without COMPANY's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of COMPANY in connection therewith, to any person other than a person employed by CONTRACTOR in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, as may be necessary for purposes of such performance with prior permission from COMPANY. However, nothing hereinabove contained shall deprive the CONTRACTOR of the right to use or disclose any information which is:

- a) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the CONTRACTOR shall immediately inform to COMPANY; or
- b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.

- 26.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.
- 26.3 Any document supplied to the CONTRACTOR in relation to the contract other than the Contract itself remain the property of COMPANY and shall be returned (in all copies) to COMPANY on completion of CONTRACTOR's performance under the Contract if so required by COMPANY.
- 26.4 During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

However, the above obligation shall not extend to information which:

- i) is, at the time of disclosure, known to the public which CONTRACTOR shall immediately inform COMPANY;
- ii) is lawfully becomes at a later date known to the public through no fault of CONTRACTOR subject to CONTRACTOR's undertaking that no information has been divulged by them to the public;
- iii) is lawfully possessed by CONTRACTOR before receipt thereof from COMPANY which should be immediately informed to COMPANY;
- iv) is developed by CONTRACTOR independently of the information disclosed by COMPANY which should be shared with the COMPANY;
- v) CONTRACTOR is required to produce before competent authorities or by court order subject to prior permission from COMPANY;

27.0 REMUNERATION AND TERMS OF PAYMENT:

- 27.1 COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.
- 27.2 Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.
- 27.3 MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.
- 27.4 Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of

payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.

- 27.5** INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.
- 27.6** CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.
- 27.7** CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.
- 27.8** Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.
- 27.9** COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. 27.4 above.
- 27.10** The acceptance by CONTRACTOR of part payment on any billing not paid on or before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.
- 27.11** Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:
- a) Audited account up to completion of the Contract.
 - b) Tax audit report for the above period as required under the Indian Tax Laws.
 - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.
 - d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
 - e) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the CONTRACTOR before release of the final payment by

the COMPANY. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice.

27.12 CONTRACTOR shall maintain complete and correct records of all information on which CONTRACTOR's invoice are based upto 02 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.

28.0 PAYMENT OF COMMISSION/FEE/REMUNERATION OF INDIAN AGENT /CONSULTANT/REPRESENTATIVE/RETAINER/ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):

The Commission/fee/remuneration of the Indian agent/ consultant/ associate/ representative/retainer, if any, will be paid within 30 days of the payment of invoice made to the CONTRACTOR, The amount of commission/ fee/remuneration as a percentage of invoice value as per contract provisions will be deducted by COMPANY/OIL from the monthly invoices of the CONTRACTOR and paid to the Indian agent/ consultant/ representative/retainer/associate.

29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI ETC.

Wherever applicable, the CONTRACTOR (including those engaging 'International Workers') shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers.

The CONTRACTOR shall be required to submit the following documents/details to the Corporation:

(i) Copy of PF-ECR duly stamped by the designated Bank, alongwith a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (<http://www.epfindia.gov.in>).

(a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.

(b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.

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

1) The furnished information is correct to the best of his knowledge.

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

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

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

30.0

TIMELY MOBILISATION AND LIQUIDATED DAMAGES:

- a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.
- b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.
- c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.
- d) LD will be calculated on the basis of Total Contract value **[(if not specified**

otherwise in SCC] excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

31.0 FORCE MAJEURE:

In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared/undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionising radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

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

Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (Seventy two) hours after its occurrence the 'force majeure' rate (if specified in the SCC of the Contract) shall apply for the first 15 (fifteen) days for each such occasion.

Either party shall have the right to terminate the Contract if such 'force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. COMPANY shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the COMPANY shall binding upon the CONTRACTOR.

Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period. [or exclusively mentioned in the SCC of the Contract]

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

If however, relative obligation of the party affected by such 'Force Majeure' is limited to part of the obligation(s), the contract shall not be terminated and the parties shall continue to perform their respective obligations, which are not affected by the 'force

majeure' condition, provided the obligations affected by the 'force majeure' do not preclude the parties in performing the obligations not affected by such conditions.

32.0 SET-OFF:

Any sum of money due and payable to the CONTRACTOR (including Performance Security refundable to them) under this or any other Contract, whether in progress or in future, may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the CONTRACTOR with OIL (or such other person or persons contracting through OIL).

33.0 WITHHOLDING:

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

33.1 For non-completion of jobs assigned as per Scope of Work/Terms of Reference.

33.2 Defective work not remedied by CONTRACTOR.

33.3 Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.

33.4 Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc. with respect to personnel engaged by the CONTRACTOR.

33.5 Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.

33.6 Any failure by CONTRACTOR to fully reimburse COMPANY under any of the indemnification provisions of this Contract. If, during the progress of the work CONTRACTOR shall allow any indebtedness to accrue for which CONTRACTOR, under any circumstances in the opinion of COMPANY, may be primarily or contingently liable or ultimately responsible and CONTRACTOR shall, within five days after demand is made by COMPANY, fail to pay and discharge such indebtedness, then COMPANY may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to CONTRACTOR, a sum equal to the amount of such unpaid indebtedness.

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

- i) Order issued by a Court of Law or statutory authority in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.

- iii) Any obligation of CONTRACTOR which by any law prevalent from time to time to be discharged by COMPANY in the event of CONTRACTOR's failure to adhere to such laws.
- iv) Any payment due from CONTRACTOR in respect of unauthorised imports.

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

33.8 COMPANY reserves the right to disburse or deposit the amount so withheld to the concerned person(s) or agency or government authority, as the case may be, besides nullifying such amount on account of loss suffered by the COMPANY against 33.2, 33.3, 33.6 & 33.7 above.

34.0 APPLICABLE LAWS:

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts situated in Guwahati, (or the Place where the contract is executed) and Principal Bench of Guwahati High Court (or the High Court under whose territorial jurisdiction, the place of execution of contract falls).

This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts, mentioned hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

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

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

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

35.0 LABOUR LAWS:

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

showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.

x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

36.0 STATUTORY REQUIREMENTS:

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment.

37.0 GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:

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

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

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

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

37.5 When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

38.0 POLLUTION AND CONTAMINATION:

The CONTRACTOR shall be liable for all surface and sub-surface pollution to the extent caused by CONTRACTOR and resulting from CONTRACTOR's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the CONTRACTOR brings to the Site for use in connection with Work to be performed under this Contract.

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

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

39.0 STATUTORY VARIATION/NEWLY ENACTED LAW:

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

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

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

paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.

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

39.5 Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:

- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORS and Agents etc.
- ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORS, agents etc.
- iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORS, vendors, agents etc. of the CONTRACTOR.
- iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.

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

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

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

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

40.0 SEVERABILITY:

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

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

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

42.0 SETTLEMENT OF DISPUTES:

42.1 Arbitration (Applicable for Suppliers/CONTRACTORs other than PSU and MSME):

1. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:
2. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
3. It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.
4. The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs.25.00 Lakh	Not applicable	Not applicable
Above Rs.25.00 Lakh Upto Rs.25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

5. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
6. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
7. Parties agree and undertake that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
8. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended).
9. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
 - (i) 20% of the fees if the claimant has not submitted statement of claim.
 - (ii) 40% of the fees if the pleadings are complete
 - (iii) 60% of the fees if the hearing has commenced.
 - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.
10. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making

arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.

11. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule--- of the Act and such expenses shall be equally borne by the parties.
12. The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.
13. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
14. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

- a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.
- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

42.3 Arbitration (Applicable to Micro, Small and Medium Enterprise)

In the event of any dispute or difference relating to, arising from or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation

and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006.

42.4 Resolution of disputes through conciliation by OEC

(Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore)

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).
- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or

through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

- g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.
- h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.
- j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.
- k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.
- l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

42.5 Exclusions

Parties agree that following matters shall not be referred to conciliation or arbitration:

- i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.
- ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.

- iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.
- iv) Any claim which is less than Rs. 25 Lakh.

43.0 COMPLETION OF CONTRACT:

Unless otherwise terminated under the provisions of any other relevant Clause or extended through written communication, this Contract shall be deemed to have been completed at the expiry of the Period specified in the contract or period of defect liability, as provided for under the Contract, whichever is later.

44.0 TERMINATION:

44.1 Termination on expiry of the contract: This Agreement shall be deemed to have been automatically terminated on the expiry of the contract period unless OIL has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.

44.2 Termination of contract for death: If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.

44.3 Termination on account of Force Majeure: Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article-31.0 above.

44.4 Termination on account of insolvency: In the event that the CONTRACTOR or its collaborator or its guarantor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt or under the process of insolvency or liquidation, then the COMPANY shall, by a notice in writing have the right to terminate the Contract and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

- 44.5 Termination for Unsatisfactory Performance:** If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].
- 44.6 Termination due to change of ownership and Assignment:** In case the CONTRACTOR's rights and/or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.
- 44.7** If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORS being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirety or partially to the extent non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.
- 44.8 Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment alongwith crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.
- 44.9** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from 44.1 to 44.8 and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.
- 44.10 Consequence of Termination:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession.

In the event of termination of contract, COMPANY will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the CONTRACTOR shall demobilize their personnel & materials.

Demobilization charges shall not be payable by COMPANY in case of Article from 44.4 to 44.7.

45.0 TO DETERMINE THE CONTRACT:

In such an event the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

46.0 WITHOUT DETERMINING THE CONTRACT:

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

47.0 ERRING/DEFAULTING AGENCIES:

Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

48.0 MISCELLANEOUS PROVISIONS:

CONTRACTOR shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

CONTRACTOR shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation, public bodies and Companies as aforesaid and shall keep COMPANY indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

During the tenure of the Contract, CONTRACTOR shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, CONTRACTOR shall clear away and remove from the site any surplus materials; rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the COMPANY.

Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel or any other justified situation in which case the replaced person should have equal experience and qualification, which will be again subject to prior approval, by the COMPANY.

49.0 GOODS AND SERVICES TAX

49.1 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.

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

49.3 “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.

49.4 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.

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

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

49.5.1 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.

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

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

49.6.1 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.

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

49.7 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.

49.8 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.

49.9 **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**.

- 49.10 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.**
- 49.11** 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.
- 49.12** 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.
- 49.13** 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.
- 49.14** 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.
- 49.15 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.**
- 49.16** 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.
- 49.17** 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.
- 49.18** 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

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

49.20 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.**

49.21 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.

49.22 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.

49.23 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.

49.24 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.

49.25 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
- o) Signature or digital signature of the supplier or his authorised representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner:

- 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.

49.26 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.

49.26.1 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.

50.0 MOBILIZATION ADVANCE:

No mobilization advance shall be admissible for carrying out work.

51 FIRE FIGHTING AND SAFETY EQUIPMENT / SERVICES:

(As per API wherever applicable)

Safety: Contractor shall observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution in preventing fire, explosion etc. Contractor shall conduct such safety drills etc. as may be required by Company at prescribed intervals.

- i) Contractor shall provide all necessary PPE as required.
- ii) Fire protection at site shall be the responsibility of the Contractor. Necessary action shall be taken and prior arrangements to be made for providing competent persons trained in the field of fire fighting at the site.
- iii) Documentation, record keeping of all safety practices should be conducted as per international / Indian applicable laws, act, regulations etc, as per standard Oilfield practice and these records should be made available for inspection at any point of time. The H.S.E (Hygiene Safety and Environment) policy as well as emergency procedure manual should be kept at site. Compliance of these shall be the sole responsibility of the Contractor.

52.0 SECURITY SERVICES:

Contractor shall be wholly responsible for complete Security of their personnel, their Rig packages, Base Camp, operation, transit etc. and arrange suitable, complete and best Security services accordingly on round the clock basis for their personnel and equipment through out the tenure of the contract. All security related issues shall be dealt by the Contractor on their own including dealing with Government agencies. Company in no case will be involved in security related issues, relating to Contractor's personnel and material. Contractor shall also be responsible for the safety and security of Company's personnel/ equipment/ tools/materials etc. in the site and camp site and shall provide best security services to them during the tenure of the contract.

i) Set-Off :

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

ii) Subsequently Enacted Laws :

Subsequent to the date of issue of letter of intent 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.

iii) Pollution and Contamination:

Notwithstanding anything to the contrary contained herein, it is agreed that the responsibility and liability for pollution or contamination shall be as follows:

- a) Contractor shall assume all responsibility and liability for cleaning up and removal of pollution or contamination which originates above the surface from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents and garbage wholly in Contractor's possession and control and/or directly associated with Contractor's equipment and facilities, caused, and that originating from normal water base drilling fluid and drill cuttings.
- b) Contractor shall assume all responsibility and liability for all other pollution or contamination, howsoever caused including control and removal of same, which may occur during the term of or arising out of this contract and shall indemnify Company from and against all claims, demands and causes of action of every kind and character arising from said pollution or contamination, including but not limited to that which may result from fire, cratering seepage or any other uncontrolled flow of oil, gas, water or other substance, as well as the use or disposal of oil base drilling fluids.
- c) In the event a third party commits an act of omission which results in pollution or contamination for which either the Contractor or Company, by whom such party is performing work is held to be legally liable, the responsibility shall be considered as between Contractor and Company, regardless of the party for whom the job was performed and liability as set forth in (a) and (b) above would be specifically applied.
- d) Contractor shall be responsible for any sound/noise pollution arising out of the Rig package or other items used by Contractor at site. Contractor shall sort out the noise/sound pollution with the third party either by minimizing the sound/noise pollution with technological means or by compensating the affected people practicing the system and procedure followed by OIL. Contractor must ensure that there is no disruption of operation due to sound/noise pollutions.

53.0 DISCIPLINE :

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

54.0 WATER MANAGEMENT:

- i. Strict control has to be made in on the use of water. Wastage of water increases the effluent volume in the pit and may aggravate pollution problems.
- ii. The valves, glands, hoses etc. are to be checked for any leakage and the same to be informed immediately to the concerned for rectification.
- iii. Arrangements have to be made for pumping effluents into the nearest dry pit in case of emergency.

55.0 EFFLUENT PIT BUNDS:

- i. Regular checks are to be made to ensure that there are no leakage/ seepage/ overflow of effluents from the pit into the surrounding areas.

- ii. The bunds / walls of the effluent pit are to be checked by Contractor for any breaches during the operation. Any imminent breach of effluent bunds and walls shall be immediately attended by Contractor to restrict pollution.

56.0 COLLECTION OF USED / BURNT LUBE OIL:

The used lube oils are to be collected separately in drums. Floating burnt oil, if any, in the effluent pit has to be lifted and collected into drums immediately.

57.0 COMPREHENSIVE 'HSE' GUIDELINES:

A) It will be solely the Contractor's responsibility to fulfill 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.

B) Every person deployed by the Contractor 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 Company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be standard 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 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.

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

D) The Contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the Contractor's work.

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

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

G) All persons deployed by the Contractor for working 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.

H) The Contractor shall submit statutory returns as required as indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number 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

I) 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.

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

K) 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.

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

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

N) 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.

O). 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.

P) The health check up of Contractor's personnel is to be done by the Contractor in authorized Health Centers 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.

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

R) Records of daily attendance, accident report etc. are to be maintained by the Contractor.

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

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

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

V) 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.

W) 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.

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

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

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

SIGNED AND DELIVERED FOR AND ON
BEHALF OF CONTRACTOR

(Signature of Contractor or his legal Attorney)

_____ by
the hand of _____ its
Partner/Legal Attorney

(Full Name of Signatory)

And in presence of

(Seal of Contractor's Firm)

Date: _____

(Signature of (Witness)

SIGNED & DELIVERED FOR & ON BEHALF
OF OIL INDIA LIMITED

(Full name of Signatory)

Address:

Date: _____

(Signature of Acceptor)

Designation: _____

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 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.

6. 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

7. 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.
8. 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.
9. 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.

PART-III / SECTION-II
SCOPE OF WORK/TERMS OF REFERENCE (SOW)

SCOPE OF WORK (SOW) :

HIRING SERVICE FOR CARRYING OUT RESIDUAL LIFE ASSESSMENT (RLA), FIT FOR PURPOSE /SERVICE (FFP/FFS) AND QUANTITATIVE RISK ANALYSIS OF OIL'S NAHARKHATIA- BARUANI (NBPL) & NUMALIGARH-SILIGURI (NSPL) PIPELINE

Scope of Work

Preamble:

OIL INDIA LIMITED (OIL), a NAVARATNA PSU owns and operates cross country liquid hydrocarbon pipelines in the states of Assam, West Bengal and Bihar.

1.0 The salient features of the cross-country pipelines owned and operated by OIL are :

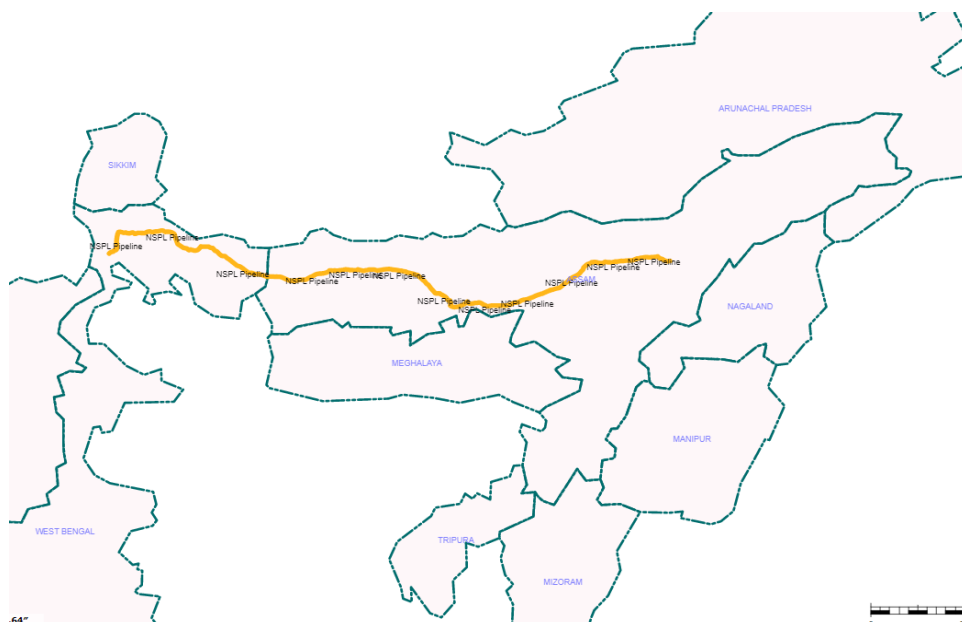
1157 KM long cross-country Naharkatia-Barauni crude oil pipeline (NBPL) is spread across three states-Assam West Bengal and Bihar. 401KM length of the pipeline, between Naharkatia and Guwahati is 406.4mm OD (16") and the rest 756KM length between Guwahati and Barauni is 355.6mm OD (14"). The pipeline is of 1962-64 vintage and supplies crude oil to the 3 refineries in the state of Assam.

- 654 KM long cross-country Numaligarh-Siliguri product pipeline (NSPL) of size 406.4mm OD (16") stretching from Numaligarh in Assam to Siliguri in West Bengal is used for transportation of Petroleum products of Numaligarh Refinery limited (NRL) to tank farm at Rangapani (Near Siliguri). The said pipeline was commissioned in the year 2008. However, approximately 212 KM length of NSPL is of 1975-76 vintage.

2.0 The above-mentioned pipelines are in common RoW/ RoU and are in continuous operation since their commissioning. Integrity assessment of the pipeline by ILI was carried out in the past. ILI of crude oil pipeline for 406.4mm OD (16") sector was done in 2010, for 356.6mm OD (14") sector in 2007-08 . ILI for NSPL was done in 2015.

Currently ILI field job execution are in progress for crude oil pipeline in both the sectors i.e 406.4mm OD (16") sector and 355.6mm OD (14") sector. The same is expected to be completed by July'2023.

3.0 As NBPL and a large portion of NSPL has completed operation beyond their design life, Oil India Limited (OIL) **wants to carry out Remaining Life Assessment (RLA) study, Fitness For Service/ Fitness For Purpose (FFS/FFP) and Quantitative Risk Analysis (QRA) of the pipeline system & associated facilities** to ascertain the viability of carrying out safe reliable and continuous operation of NBPL and NSPL in the coming days. The purpose of the study is to ascertain whether the pipelines can be operated at their intended MAOP levels with respect to metal loss, fatigue, etc. This study must recommend mitigation measures such that the design premise still holds good, and that the integrity is maintained and risk to society remains within acceptable limits.

Schematic NBPL**Schematic NSPL****Broad scope of work for the RLA,FFS & QRA Study as envisaged is given hereunder:**

4.1 Owner primarily desires RLA, FFS & QRA of the pipelines and subsequent remedial measures to extend safe operating life of the pipeline.

4.2 Owner shall provide the available data on pipeline operational history, Inspection data, other relevant data and manuals as deemed necessary by the Contractor. As the crude oil pipeline is very old, owner may not be able to provide design and construction documents. Among the available documents, following can be provided to the successful bidder:

- a) ILI (MFL based) report.
- b) Current Attenuation Test report
- c) Close interval potential survey
- d) Cathodic protection survey report
- e) Soil resistivity data
- f) Pig residue analysis.
- g) Corrosion coupon data
- h) Operations philosophy / Operations manual
- i) Process monitoring parameters / records
- j) Process fluid characteristics
- k) Metallurgical report for sample destructive testing carried out in 2018.

4.3 Deleted

4.4 The Pipeline condition Assessment to be performed as follows:

- a. Assess the current pipeline system integrity and design conformity w.r.t ASME B31.4, determine the suitability of the pipeline system for life extension. This shall include but not limited to study of internal/external corrosion, repairs / modifications, process safety systems, Cathodic protection system effectiveness and overall fitness for service (FFS).
- b. Pipeline Life extension assessment study and measures required to be taken for extension of life. This shall include but not limited to identifying risk of operating a pipeline, time dependent threats to pipeline integrity, effect of those threats on pipeline integrity, frame a degradation model to calculate the remnant life of pipeline and proposed mitigation measure to improve the integrity of pipeline during extended life.

4.5 The Contractor shall review all the documents and survey reports provided and shall submit the findings of assessments.

4.6 In case the life extension assessment needs further inspection / survey, the Contractor shall recommend the same.

4.7 The Remaining Life Assessment (RLA) shall be done in accordance with relevant codes and/or standards from ISO/API/ASME/NORSOK/DNV etc.

4.9 Deliverables

4.9.1 A detailed report shall be submitted at the end of the study.

4.9.2 The report shall summarize the life extension assessment activities and should include, as a minimum, the following sections:

- a. Executive summary: Describing brief of life extension process
- b. Introduction: Describing salient features of the pipeline
- c. Conclusions: Findings of the life extension assessment, including
 - i. Current integrity status of the pipeline
 - ii. Remnant life and associated life extension period
 - iii. Specific threats to the pipeline
 - iv. Deviations from industry best practices, current standards and code
 - v. Risk mitigation measures
- d. Recommendations: Remedial measures or further inspection and assessment, necessary to justify life extension. It shall also include next due date for life extension process.

e. Current integrity status of the pipeline system: Detailed analysis and findings on current integrity status of pipeline.

f. Amongst others, the RLA/FFS study of the pipelines shall cover the following:

Corrosion

- Process data review, identification of applicable damage mechanism and finding of corrosion rate
- Analysis as per ASME 31G/Modified 31G and DNV- RP-F-101
- Review of Cathodic Protection survey reports and identification of probable external corrosion location and mitigation measure

Weld Anomalies

- Sample Selection with 95% confidence level
- Assessment as per API 1104/API 579-1/BS7910
- Critical crack sizes for future reference
- Fatigue consideration and fatigue crack growth analysis
- Witnessing of Dig verification.
- Broad contractor's assistance in selection of NDT techniques, technical specification, witnessing of locations.
- Detailed analysis of the anomalies for the crossings (Rail/Road/Water) locations selected in sample and applicable stress consideration in assessment

Dents/Gauges/Wrinkles

- Dig verification at most severe locations & NDT inspection
- Assessment based on actual defect dimensions
- FFS assessment as per API 579-1 and API 1183

Level-III Assessment of Anomalies for difficult to repair locations

- Most advance Level-III assessment of anomalies using finite element analysis as per API 579-1/ASME FFS-1

FFS Assessment/Remaining Life Assessment (RLA)

- FFS/RLA recommendations with 95% confidence level

Quantitative risk assessment (QRA)

- QRA study and submission of report for both NBPL and NSPL.

Risk Profile

- Risk Profile of Both the pipelines (NSPL and NBPL) and to determine the Risk Controls necessary required to maintain safe operations of the pipeline.

Description of work and services: Quantitative Risk Assessment (QRA) study with societal risk assessment , risk mitigation measures and recommendations for OIL INDIA LTD's 1157 KM long Crude Oil Pipeline from Duliajan, Assam to Barauni, Bihar along with associated 11 Pump Stations, Terminal and unmanned Repeater Stations along the pipeline (including

the 3 spur lines for refinery delivery viz. Numaligarh , Guwahati and Bongaigaon) as per the guidelines of Emergency Response and Disaster Management Plan (ERDMP) Regulations.

QRA shall cover the entire pipeline network of OIL INDIA LTD's 1157 KM long Crude Oil Pipeline from Duliajan, Assam to Barauni, Bihar along with associated 11 Pump Stations, and unmanned Repeater Stations along the pipeline.

- a. Hazard Identification (Fire, Explosion, release, etc.) based on Failure rate Analysis.
- b. Consequence analysis for Maximum Credible Accident (MCA) scenarios
- c. Risk Mitigation measures and recommendations.
- d. BVIL shall perform Quantitative risk analysis to identify and assess the hazards associated with the project and to demonstrate that the residual risk levels are acceptable or As Low As Reasonably Practicable (ALARP).

Methodology of QRA

The QRA shall compare the individual risks with the criteria for Evaluating Hazard to life as per PNGRB's Individual Risk Acceptance criteria defined in ERDMP Notification.

The QRA Study shall include the following major steps:

- A. Development of QRA Basis and Assumption Register
- B. Scenario Development
- C. Consequence Analysis
- D. Likelihood Estimation
- E. Risk Assessment
- F. Compliance Comparison
- G. ALARP Demonstration

QRA study shall be used:

- i. To determine the overall risk posed by the facility.
- ii. To determine the radiation levels reaching adjacent facilities and possibility of escalating scenarios.
- iii. To estimate the risk at control room and exposure of personnel to the fire and explosion scenarios.
- iv. To determine if the existing means of fire control and fire-fighting are adequate or not.
- v. To identify risk reduction measures if needed.

QRA shall include, but shall not be limited to:

- i. Details of the software planned to be used for carrying out the study.
- ii. Details of the generic data base (i.e. failure frequencies, accident frequencies, etc.) planned to be used for carrying out the study.
- iii. Collection and review of relevant project information (e.g. facility description, P&ID's, layouts, manpower details, emergency shutdown facility details, population density, etc.).

- iv. Assumption register to record assumptions made during the risk analysis.
- v. Identification of hazards and hazardous release events for the facilities.
- vi. An inventory analysis of all the hazardous substances existing in the facility, in order to assess the physical and chemical properties of the flammable liquid/gas handled, the quantities of flammable liquids and to identify the severity of hazards/ risks that they introduce.
- vii. Estimation of the consequences of the hazardous events. Modelling of the various consequences /hazardous outcomes of the identified failure scenarios utilising industrially accepted and well validated software(s). Consequence modelling / physical effects modelling to analyse and predict the effects of loss of containment hazards from the facility operations and to determine effect of potential releases of hazardous fluids or subsequent related events, **on people, assets and environment.**
- viii. Estimation of the frequencies of such releases using approved authenticated generic failure frequency database and utilising a parts count approach.
- ix. Estimation of probability of ignition.
 - x. An Event Tree Analysis (ETA) to analyse and evaluate the potential outcomes following the credible top events and to quantitatively estimate the frequency of incident outcomes (e.g. frequency of explosions, pool fires, flash fires, safe dispersion, etc).
- xi. Risk estimation using site specific wind rose data, population, failure frequency and ignition probabilities.
- xii. Suggesting mitigation measures, if needed.

END OF PART – 3 SECTION-II

Part-3, Section-III**SCHEDULE OF RATES & PAYMENT (SOR&P)****HIRING SERVICE FOR CARRYING OUT RESIDUAL LIFE ASSESSMENT (RLA), FIT FOR PURPOSE /SERVICE (FFP/FFS) AND QUANTITATIVE RISK ANALYSIS OF OIL'S NAHARKHATIA- BARUANI (NBPL) & NUMALIGARH-SILIGURI (NSPL) PIPELINE**

Description	Unit	Qty (A)	Unit Rate (Rs) in Figure	Unit Rate (Rs) in Words (B)	Amount (Rs) (A X B)
PRICE SCHEDULE:					
RLA & FFS FOR NBPL Carry out Residual Life Assessment (RLA) study along with Fit For Service (FFS) for OIL's 406.4mm/ 356.6mm OD(16"/14") x 1,157 km long (NBPL) cross-country crude oil pipeline from Naharkatiya (Assam) to Barauni (Bihar)	LSM	1			
RLA & FFS FOR NSPL Carry out Residual Life Assessment (RLA) study along with Fit For Service (FFS) for OIL's 16" x 654 km long cross-country Petroleum product pipeline (NSPL)	LSM	1			
QRA FOR NBPL& NSPL Carrying out Quantitative Risk Assessment (QRA) study for both the pipeline	LSM	2			
LEVEL - II ASSESSMENT- NBPL & NSPL Level-II assessment for NBPL & NSPL (per location)	NO.	25			

LEVEL-III ASSESSMENT - NBPL & NSPL Level-III assessment for NBPL & NSPL (per location)	NO.	3			
Total (Rs.) (exclusive of GST)					
Applicable GST Rate in %					
Total (Rs.) (inclusive of GST)					
Total quoted Price in words					

NOTE:

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

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

3. In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

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

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

6. The quoted price shall be remain firm during & completion of the **Contract Period including extension**, if any.
7. Bidders to quote whole package in Lump sum rate, however, payment shall payable as per Schedule of payment mentioned in the tender document.

SCHEDULE OF PAYMENTS**PAYMENT MILESTONES**

Sl.	Description	% Payment	% Cumulative Payment
1	Kick-off meeting, data collection and site visit	5% of SOR (1 to 3)	5%
2	Draft Report	30% of SOR (1 to 3)	35%
3	Final Report (inc. level II & III assessments)	40% of SOR (1 to 3)	75%
4	Final Recommendation and report (incl. level II & III assessments)	25% of SOR (1 to 3)	100%

Sl. no.	SOR items
1	Carry out Residual Life Assessment (RLA) study along with Fit For Service (FFS) for OIL's 406.4mm/ 356.6mm OD (16"/14") x 1,157 km long (NBPL) cross-country crude oil pipeline from Naharkatiya (Assam) to Barauni (Bihar).
2	Carry out Residual Life Assessment (RLA) study along with Fit For Service (FFS) for OIL's 16" x 654 km long cross-country Petroleum product pipeline (NSPL).
3	Carrying out Quantitative Risk Assessment (QRA) study for both the pipeline.
4	Level-II assessment for NBPL & NSPL (per location)
5	Level-III assessment for NBPL & NSPL (per location)

Note: For SOR items 4 & 5 payment will be on an actual basis.

END OF PART – 3 SECTION-III

Part-3, Section-IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0 Definitions:

- a) Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC), Specifications of Work, Drawings and other documents forming part of this contract wherever the context so requires.
- b) Notwithstanding the sub-division of the documents into these separate parts and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract in so far as it may be practicable to do so.
- c) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Bidder in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 20 % of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to any obligation of the Contractor to indemnify the COMPANY with respect to Intellectual Property Rights.
- d) Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the special Conditions of Contract shall be deemed to over-ride the provisions of
- e) The General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- f) Wherever it is mentioned in the scope of work that the Contractor shall perform certain jobs such as assessment, inspection or travel, accommodation etc., it is understood that the Contractor shall do so at his/her cost and the value of contract shall be deemed to have included cost of such performance and provisions so mentioned.
- g) The materials, design, and workmanship shall satisfy the relevant Indian Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- h) In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Scope of Work or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:
 - i) Contract Agreement
 - ii) Detailed Letter of Acceptance along with Statement of Agreed Variations.
 - iii) Fax / Letter of Intent / Fax of Acceptance.
 - iv) Schedule of Rates as enclosures to Detailed Letter of Acceptance.
 - v) Scope of Work.
 - vi) Special Conditions of Contract.
 - vii) Instruction to Bidders
 - viii) General Conditions of Contract.
 - ix) Indian Standards
 - x) Other applicable Standards
 - xi) A variation or amendment issued after the execution of the formal contract shall take precedence over respective clauses of the formal contract and its Annexures.
- i) It will be the Contractor's responsibility to bring to the notice of Engineer-

in- Charge/OIL any irreconcilable conflict in the contract documents before starting the work (s) with reference to which the conflict exists.

- j) Scope of work shall be read in conjunction with item description of Schedule of Rates.
- k) Company reserves the right to initiate actions against the bidder / contractor during processing of tender and / or during continuation of the contract as per OIL's Banning Policy dated 6th Jan 2017 available at OIL's website.

2.0 ACCOMODATION & OTHER FACILTIES

- a) All Boarding, lodging, transportation, Resident/Site/camp office, office infra- structure, required by the Contractor for execution of the job shall be to Contractor's account.

3.0 TIME SCHEDULE

The Contractor shall ensure that the project shall be completed within the stipulated time frame. The Contractor would prepare detailed activity schedule for the project in consultation with the Owner at the beginning/during kick-off meeting. All efforts should be made to meet all the intermediate schedule and milestones.

Time is the essence of contract. No delay on account of any reasons on the part of the Contractors shall be accepted. Contractor shall ensure makeup plan in place for achieving the scheduled completion.

4.0 Contractor MANPOWER

- 4.1 Contractor shall deploy required number of qualified and experienced personnel e.g. professional engineers, subordinate engineering personnel, , inspection engineers and other specialists of appropriate levels to ensure:

- Quality at all stages and aspects as per requirement of codes, standards, specifications, and best international practices
- Timely & expeditious completion of the project
- Economize project expenses.

- 4.2 The Project Manager (PM) must be engaged for the entire duration of this project.

Qualification and Experience of Contractor Personnel deployed

Sl. No	Type	Qualification & Knowledge	Experience
6.	Inspection Engineer/NDT Engineer (Piping)	Degree in Mechanical Engineering/ Diploma in relevant discipline	Required Experience: At least 3/5 years of experience (Degree/ Diploma) in Hydrocarbon Industry.Valid NDT/Welding Inspector certification shall be required. Should have ASNT Level-II certification

END OF PART – 3 SECTION-IV

PROFORMA- A

PRICE BID FORMAT

HIRING SERVICE FOR CARRYING OUT RESIDUAL LIFE ASSESSMENT (RLA), FIT FOR PURPOSE /SERVICE (FFP/FFS) AND QUANTITATIVE RISK ANALYSIS OF OIL'S NAHARKHATIA- BARUANI (NBPL) & NUMALIGARH-SILIGURI (NSPL) PIPELINE

Same as Part-3, Section-III i.e. SCHEDULE OF RATES & PAYMENT (SOR&P) detailed in Tender Document.

PROFORMA-B

BID FORM

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

Sub: IFB No.: **CGI3675P24**

Dear Sir,

Having examined the General and Special Terms & Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the work / services in conformity with the said conditions of Contract and Terms of Reference for the sum quoted in our bid.

We undertake, if our Bid is accepted, to commence the work as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will submit the Performance Security Deposit as specified in the tender document for the due performance of the Contract.

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

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

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

Dated this _____ day of _____ 2023.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

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

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

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids.

If the “**Statement of Compliance**” in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

FORM OF BID SECURITY (BANK GUARANTEE FORMAT)

To
M/s. OIL INDIA LIMITED,
CONTRACTS DEPARTMENT,
OIL INDIA LIMITED
PIPELINE HEADQUARTERS
GUWAHATI, ASSAM, INDIA, PIN - 781171.

WHEREAS, _____ (Name of Bidder) (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Guwahati, Assam, India (hereinafter called the Company)'s Tender No. _____ KNOW ALL MEN BY these presents that we _____ (Name of Bank) of _____ (Name of Country) having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.
SEALED with the said Bank this _____ day of _____ 20__.

THE CONDITIONS of these obligations are:

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

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

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

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

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

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Notwithstanding anything contained herein:

E-TENDER: CGI3675P24

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

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

- a) SIGNATURE AND SEAL OF THE GUARANTORS _____
- b) Designation _____
- c) Name of the Bank _____
- d) Address _____

Note:

* The Bidder should insert the amount of the guarantee in words and figures.

** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid / as specified in the Tender.

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

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

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

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

The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to Axis Bank, Guwahati Branch, IFS Code- UTIB0000140, Branch Address – Axis Bank Ltd, Guwahati Branch, Chibber House, G S Road, Dispur, Assam, PIN- 781005..

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

c. Further correspondence against BG towards Bid Security must contain the Tender Number.

PROFORMA-E

FORM OF PERFORMANCE BANK GUARANTEE

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

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

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

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

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

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

This guarantee is valid until the -----day of -----

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date _____

Place _____

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

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
	Contact Person Name	Mr. Dibakar Ghaosh
k	Fax No.	Not available
l	Email Id	Guwahati.branchhead@axisbank.com

PROFORMA - F

SAMPLE 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

- A. 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,
- B. 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:

- i) 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.
- ii) The following documents shall be deemed to form and be read and construed as part of this agreement viz:

E-TENDER: CGI3675P24

(a) 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.

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

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

(d) The Company's Notification of Award vide Letter of Award No. _____ dated _____.

(e) Section-I, II, III & IV hereto.

(f) Annexure –I hereto

iii) The rates payable for the job will be as indicated in **Part-3, SECTION-III**

iv) 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.

v) 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.

1.
2.

PROFORMA – G
LETTER OF AUTHORITY

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

Sir,

Sub: IFB No. _____

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

HIRING SERVICE FOR CARRYING OUT RESIDUAL LIFE ASSESSMENT (RLA), FIT FOR PURPOSE /SERVICE (FFP/FFS) AND QUANTITATIVE RISK ANALYSIS OF OIL'S NAHARKHATIA- BARUANI (NBPL) & NUMALIGARH-SILIGURI (NSPL) PIPELINE

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

Yours Faithfully,

Signature: _____

Name : _____

Designation: _____

For & on behalf of: _____

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

PROFORMA-H

AUTHORISATION FOR ATTENDING BID OPENING

TO,
GM (CONTRACTS)
Oil India Ltd.,
P.O. Udayan Vihar,
Guwahati - 781171
Assam, India

Date: _____

Sir,

Sub: OIL's IFB No. CGI3675P24

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

.....

PROFORMA-I

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 -Commitments of the Principal

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

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

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform the Vigilance Officers and in addition can initiate disciplinary actions .

Section: 2 -Commitments of the Bidder/Contractor

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

- (i) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which 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.
- (ii) The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (iv) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (v) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- (vi) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.

- (vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/IPC Act;
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 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. Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.

Section 4 -Compensation for Damages

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

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

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

Section 5 -Previous transgression

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

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

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section: 8 -External Independent Monitor/Monitors

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

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

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

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

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

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

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

..... For the Principal Date : Place : For the Bidder/Contractor Witness 1: Witness 2:
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PROFORMA-J

SAFETY MEASURES

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

Description of work/service: HIRING SERVICE FOR CARRYING OUT RESIDUAL LIFE ASSESSMENT (RLA), FIT FOR PURPOSE /SERVICE (FFP/FFS) AND QUANTITATIVE RISK ANALYSIS OF OIL'S NAHARKHATIA- BARUANI (NBPL) & NUMALIGARH-SILIGURI (NSPL) PIPELINE

Sir,

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

- a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.
b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:

i) _____

ii) _____

iii) _____

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

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

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. Any violation pointed out by the Company's engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

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

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

(Seal)

Yours Faithfully

Date _____

M/s _____

FOR & ON BEHALF OF BIDDER

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- N

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

Name:

FULL Address:

Phone Number :

Mobile Number :

E-mail address:

FAX Number :

Bank Account Number:

(in which the Bidder wants remittance against invoices)

Bank Name :

Branch :

Address of the Bank:

Bank Code :

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank :

PAN Number :

GST Registration Number:

Signature of Vendor with Official Seal

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

.....

PROFORMA-O

FORMAT FOR UNDERTAKING (IN TERMS OF TENDER NO. CGI3675P24)

(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 CGI3675P24

This is in connection with the Bid submitted by me/us, (Name of Bidder), against Tender No. **CGI3675P24** for “**HIRING SERVICE FOR CARRYING OUT RESIDUAL LIFE ASSESSMENT (RLA), FIT FOR PURPOSE /SERVICE (FFP/FFS) AND QUANTITATIVE RISK ANALYSIS OF OIL’S NAHARKHATIA- BARUANI (NBPL) & NUMALIGARH-SILIGURI (NSPL) PIPELINE**”

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

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

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

I/We, the afore mentioned Bidder against the subject tender, further undertake that I/We will pay my/our workers the existing Daily wages as notified under the Minimum Wages Act from time to time by the Central Govt. and such statutory or any other increase in the wages rates including consequent increase in statutory contributions like provident fund etc. of contract labours engaged by me/us shall be borne solely by me/us during the entire period of the contract, including extension if any, without any cost implication whatsoever upon the Company.

I/We further agree and undertake that in case of any violation of the above undertaking, Oil India Limited (OIL) shall be at liberty to take appropriate action against me/us in terms of the Tender/Contract including but not limited to termination of contract and debarment from future

business with OIL. I shall duly comply with all the statutory obligations, more particularly under applicable labour laws. I further agree and undertake that in case of any dispute or claims arise out of my non-compliance of statutory obligations under the Contract, by the Labourers engaged by me or by any statutory authorities, I shall only be responsible for the same and hold the Company harmless against such dispute or claims. I further authorize the Company, in the event of my default or non-compliance of any statutory obligations, to deduct/recover and adjust such amount or claim against my Bills due under the Contract or against any other existing or future Contracts with the Company including performance security.

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

Yours faithfully,

1. Authorized Signatory with Seal

(Bidder)

Place:-

Date:-

PROFORMA-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/ Curent Account
3. Bank Branch
4. Bank Address
5. IFSC Code
6. MICR No.

(B) VENDOR DETAILS :

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

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

Thanking you,

Date: _____ Authorised Signatory & Stamp

.....
.....

Bank Certificate

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

Date:

Place:

Official

Signature, Code & Stamp of Authorised Bank

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:

Dated:

(SIGNED BY COMPETENT AUTHORITY)
Official seal of the CONTRACTOR

UNDERTAKING TOWARDS PURCHASE PREFERENCE

TO
GM-CONTRACTS (HoD)
Contracts Department
PHQ GUWAHATI
PIN-781171
Dist. KAMRUP (M), Assam India

Dear Sir

We, _____ (Name of Bidder), have submitted Bid Number _____ against Tender No. _____ dated _____ for **“HIRING SERVICE FOR CARRYING OUT RESIDUAL LIFE ASSESSMENT (RLA), FIT FOR PURPOSE /SERVICE (FFP/FFS) AND QUANTITATIVE RISK ANALYSIS OF OIL’S NAHARKHATIA- BARUANI (NBPL) & NUMALIGARH-SILIGURI (NSPL) PIPELINE”**.

We are eligible and shall avail benefit of Purchase Preference under the policy,

(Please (✓) tick the policy you have opted)

Policy	Response
PP MSE	
MII	

Yours faithfully,

Signature: _____
Name & Designation _____
For & on behalf of _____

PROFORMA-S**“CURRICULUM VITAE” OF BIDDER’S PERSONNEL**

Personnel Proposed for providing XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

1. NAME :
2. DATE OF BIRTH :
3. NATIONALITY :
4. EDUCATION QUALIFICATION:
5. EXPERIENCE :
 - i) Total experience :
 - ii) Years of experience in the Hydrocarbon Industry for type of services as sought under BEC (Technical):
 - iii) Number of assignments (in which he person was earlier associated):

Name of the Employer	Name of the Client	Name of the Project	Year of Execution

- iv) Length of experience in the bidder’s firm:
- v) Position held in the bidder’s firm:
9. Language known :
 - a) Speak :
 - b) Read :
 - c) Write :
10. NDT/Welding Inspector certification Details:
11. ASNT Level-II certification:

Note: For each person, a separate page in format as above shall be used.

(SEAL & SIGNATURE OF THE TENDER)

**SELF CERTIFICATION BY BIDDER WHO CLASS-I LOCAL SUPPLIER/ CLASS-II
LOCAL SUPPLIER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/
DOMESTIC VALUE ADDITION
(APPLICABLE FOR ALL BIDDERS INCLUDING MSEs)**

To,
M/s Oil India Limited,
Pipeline Head Quarters (PHQ),
GUWAHATI-781171,
Assam, India,

***SUB: TENDER DOCUMENT FOR CARRYING OUT RESIDUAL LIFE ASSESSMENT
(RLA), FIT FOR PURPOSE /SERVICE (FFP/FFS) AND QUANTITATIVE RISK
ANALYSIS OF OIL'S NAHARKHATIA- BARUANI (NBPL) & NUMALIGARH-
SILIGURI (NSPL) PIPELINE***

E-TENDER NO: CGI3675P24

Dear Sir

We, M/s_____ (***Name of Bidder***) confirm that as per the definition of policy we are:

Class-I Local supplier []

Class-II Local Supplier []

(Bidder is to tick appropriate option (✓) above).

It is further confirm that M/s_____ (***Name of Bidder***) meet the mandatory minimum Local content/Domestic Value Addition requirement for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of%.

The details of the location (s) at which the local value addition is made is as under:

.....
.....
.....

We further confirm that in case we fail to meet the minimum local content/domestic value addition, the same shall be treated false information and OIL will take action as per provision of tender document.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

PROFORMA T FORM 2

**CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/ CHARTERED
ACCOUNTANT OF BIDDER TOWARDS MANDATORY MINIMUM LOCAL
CONTENT/ DOMESTIC VALUE ADDITION
(APPLICABLE FOR ALL BIDDERS INCLUDING MSEs)**

To,
M/s Oil India Limited,
Pipeline Head Quarters (PHQ),
GUWAHATI-781171,
Assam, India,

SUB: TENDER DOCUMENT FOR CARRYING OUT RESIDUAL LIFE ASSESSMENT (RLA), FIT FOR PURPOSE /SERVICE (FFP/FFS) AND QUANTITATIVE RISK ANALYSIS OF OIL'S NAHARKHATIA- BARUANI (NBPL) & NUMALIGARH-SILIGURI (NSPL) PIPELINE

E-TENDER NO: CGI3675P24

Dear Sir

"We _____ the statutory auditor/ cost auditor/chartered accountant (not an employee of the company) of M/s._____ (***Name of the bidder***) hereby certify that as per definition specified in policy, M/s._____ (***Name of the bidder***) is

Class-I Local supplier []

Class-II Local Supplier []

(Bidder is to tick appropriate option (✓) above).

It is further confirm that M/s_____ (***Name of Bidder***) quoted vide offer No. _____ dated _____ against tender No._____ meet the mandatory minimum Local content/Domestic Value Addition requirement specified for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Policy for Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of% .

Name of Audit Firm:

Date:

[Signature of Authorized Signatory]

Name:

Designation:

Seal:

Membership no.

Note:

E-TENDER: CGI3675P24

- (i) This certificate is to be furnished by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies)
- (ii) The above format is indicative, the statutory auditor/ cost auditor/ cost accountant can modify the format without changing the intent of certification.

UNDERTAKING ON LETTERHEAD

To,
M/s Oil India Limited,
Pipeline Head Quarters (PHQ),
GUWAHATI-781171,
Assam, India,

SUB: TENDER DOCUMENT FOR CARRYING OUT RESIDUAL LIFE ASSESSMENT (RLA), FIT FOR PURPOSE /SERVICE (FFP/FFS) AND QUANTITATIVE RISK ANALYSIS OF OIL'S NAHARKHATIA- BARUANI (NBPL) & NUMALIGARH-SILIGURI (NSPL) PIPELINE

E-TENDER NO: CGI3675P24

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; we certify that, bidder M/s_____ (***Name of Bidder***) is:

- (i) not from such a country []
- (ii) if from such a country, has been registered []
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority shall be attached)

(Bidder is to tick appropriate option [✓] above).

We further certify that bidder M/s_____ (***Name of Bidder***) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that bidder M/s_____ (***Name of Bidder***) fulfills all requirements in this regard and is eligible to be considered.

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:

PROFORMA-U

**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. _____ Date _____
Tender No. _____ dtd. _____

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.

PROFORMA PP-LC

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 asof (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 of Bank Guarantee towards Purchase Preference – Local Content

Ref. No. _____

Bank Guarantee No. _____

Dated _____

To

Oil India Limited

India

Dear Sirs,

1. 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).

2. 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.

3. 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.

4. 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 relived 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.

5. 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.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. 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.
9. 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-W

CHECKLIST

DATE:

TENDER NO: CGI3675P24

BIDDER:

☒ = SUBMITTED, ☐ = NOT SUBMITTED

<i>DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID</i>	<i>SUBMITTED/NOT SUBMITTED</i>	<i>REMARKS</i>
Price Schedule Format, (Proforma-A)		
Bid Form, (Proforma-B)		
Statement of Non-Compliance, (Proforma-C)		
Bid Security (Proforma-D)		
Performance Security Form, (Proforma-E)		
Sample Agreement Form (Proforma-F)		
Proforma of Letter of Authority (Proforma-G)		
Authorisation for Attending Bid Opening (Proforma-H)		
Integrity Pact (Proforma -I)		
Safety Measures (Proforma – J)		
Certificate of Compliance of Financial Criteria (Proforma –L)		
Format of undertaking by Bidders towards submission of authentic information/documents (Proforma –M)		

E-TENDER: CGI3675P24

E-remittance format (Proforma –N)		
Format for undertaking (Proforma-O)		
E-Payments vide RTGS/NEFT-(Proforma –P)		
Format of indemnity bond for supply of materials by purchaser/ owner-(Proforma –Q)		
Commercial check List (Proforma –R)		
CV OF PERSONNEL(PROFORMA-S)		
Certificate For Restriction Of Procurement Proforma-T		
Proforma for self declaration of local content-Proforma U		
Bank Guarantee towards Purchase Preference – Local Content-Proforma V		
APPENDIX-A GENERAL HSE POINTS		
Appendix-B Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971		
Appendix-C STARTUP AND MSE VENDORS		

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 noncompliance, 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.

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.

Appendix-C

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.

1. Certificate of incorporation.
2. 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.
