



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

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

FORWARDING LETTER

M/s. _____

Sub: IFB No. CDI6007P18 – Hiring of services for acquisition of ROU for pipe tracks under P&MP Act as well as outright purchase of land, including allied civil survey jobs, in company’s operational areas in the state of Assam & Arunachal Pradesh for a period of 03 (Three) years with a provision for extension.

Dear Sir(s),

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

2.0 In connection with its operations, OIL invites Local Competitive Bids (LCB) from competent and experienced Contractors through OIL’s e-procurement Portal: <https://etender.srm.oilindia.in/irj/portal> for **“Hiring of services for acquisition of ROU for pipe tracks under P&MP Act as well as outright purchase of land, including allied civil survey jobs, in company’s operational areas in the state of Assam & Arunachal Pradesh for a period of 03 (Three) years with a provision for extension.”** One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL’s e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No. /E-Tender No.	:	CDI6007P18
(ii)	Type of Bidding	:	Online – Single-Stage Two-Bid System
(iii)	Tender Fee	:	Rs. 1000.00 (Tender fee should be paid only through the payment gateway available on OIL’s e-Tender Portal. No other mode of payment shall be accepted. Bidders claiming waiver of tender fees shall apply to Contracts Department, Oil India Limited, Duliajan with documentary evidence as mentioned in Para. 6.0 (A) below, before 07 (seven) days of bid closing date.
(iv)	Period of Sale	:	14.10.2017 to 07.11.2017
(v)	Bid Closing Date & Time	:	14.11.2017 at 11:00 a.m.
(vi)	Technical Bid Opening Date & Time	:	14.11.2017 at 02:00 p.m.

(vii)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time.
(viii)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
(ix)	Bid Opening Place	:	Office of CGM-Contracts Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(x)	Bid Validity	:	120 days from date of Bid Closing
(xi)	Mobilization Time	:	02 (two) weeks from the date of issue of LOA
(xii)	Bid Security Amount	:	<p>Rs. 7,00,000.00</p> <p>Note:</p> <ol style="list-style-type: none"> The Bid Security should be submitted only in the form of Bank Guarantee (in specified format) issued by Nationalized/Scheduled Bank. Alternately, Bid Security can also be paid through the online payment gateway against this tender. In case of Bidder(s) submitting Bid Security in the form of Bank Guarantee, the original hard copy of Bid Security should reach the office of <u>CGM-CONTRACTS</u> on or before 12.45 p.m. (IST) on the bid closing/opening date otherwise bid will be rejected. A scanned copy of Bid Security document should also be uploaded along with the Unpriced Techno-Commercial Bid documents. <p>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.</p> <p>Notes: Bidders claiming waiver of Bid Security shall apply to Contracts Department, Oil India Limited, Duliajan with documentary evidence as mentioned in Para. No. 6.0 (B) below before 07 (seven) days of bid closing date. Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected. 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.)</p>
(xiii)	Bid Security Validity	:	12.04.2018
(xiv)	Original Bid Security to be submitted	:	Office of CGM-CONTRACTS, CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
(xv)	Amount of Performance Security	:	10% of annualized contract value

(xvi)	Validity of Performance Security	:	Up to 03 months from date of completion of contract
(xvii)	Duration of the Contract	:	03 (Three) years
(xviii)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer General Conditions of Contract
(xix)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid. / Not Applicable.
(xx)	Bids to be addressed to	:	CGM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xxi)	Pre-Bid conference	:	Not Applicable
(xxii)	Last Date of receipt of Queries	:	Not Applicable

3.0 Integrity Pact: The Integrity Pact must be uploaded in OIL's E-procurement portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who signs the Bid.

(Note: OIL has appointed Shri Rajiv Mathur, IPS (Retd.), Shri Satyananda Mishra, IAS (Retd.) and Shri Jagmohan Garg, Ex-Vigilance Commissioner as Independent Monitors (IEM) for a period of 03 (three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

- a. Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India
E-mail: rajivmathur23@gmail.com
- b. Shri Satyananda Mishra, IAS(Retd.), Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India
E-mail: satyanandamishra@hotmail.com
- c. Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC
E-Mail id: jagmohan.garg@gmail.com

4.0 A. Bid Security: Bidders can submit Bid Security either on on-line mode through OIL's electronic Payment Gateway or submission of Bank Guarantee from any Scheduled Indian Bank **as per BG format enclosed herewith (Proforma-VII).**

B. Performance Security: Bidders can submit performance Security in the form of Bank Guarantee from any Scheduled Indian Bank **as per BG format enclosed herewith (Proforma-VI).**

Note:

The Bank Guarantee issuing bank branch must ensure the following:

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

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

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602.

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

5.1 In order to bid for OIL e-tenders all the bidders are required to obtain a legally valid Digital Certificate Class 3 [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD is not responsible.

The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of “Class - 3” with Organizations name, the bid will be rejected.

Digital Signature Certificates having “**Organization Name**” field other than **Bidder's Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the “Organization Name” field are acceptable.

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

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

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

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

5.4 The link to OIL's E-Procurement portal has been provided through OIL's web site (www.oil-india.com).

6.0 A. EXEMPTION OF TENDER FEE:

1. The Central Govt. Departments and Central Public Sector Undertakings will be exempted from the payment of tender fee.

2. Parties registered with DGS&D, having valid certificates will be exempted from payment of tender fee.

3. MSEs registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and village industries board or coir board or national small industries corporation or directorate of handicraft and handloom or any other body specified by ministry of MSME provided they are registered for the tendered item.

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

5. Bidders claiming waiver of tender fees shall apply to Contracts Department, OIL, Duliajan with documentary evidence before **07 days** of bid closing date.

B. EXEMPTION OF BID SECURITY:

1. Central Govt. department and Central Public Sector undertakings are exempted from submitting Bid Security.

2. Parties registered with DGS&D, having valid certificates will be exempted from payment of bid security.

3. MSEs registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and village industries board or coir board or national small industries corporation or directorate of handicraft and handloom or any other body specified by ministry of MSME provided they are registered for the tendered item.

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

7.0 PRE-BID CONFERENCE:

~~7.1 A Pre Bid Conference is planned to be held on 20.12.2016 & 21.12.2016 at Duliajan, Assam to explain the requirements of Company in details to the interested prospective Bidders and to understand bidders' perspective including exchange of views/clarifications, if any, on the Scope of Work, Bid Rejection/Bid Evaluation Criteria and other terms & conditions of the Tender. The parties who purchase the bid documents shall be allowed to participate in the Pre Bid conference. For details of the venue, bidders may contact CGM-Contracts, Oil India Ltd., P.O. Duliajan-786602, Phone: 91374-2808662/2800548, Fax#(91)374-2803549, E-mail: contracts@oilindia.in.~~

~~7.2 Maximum two (2) representatives from each prospective Bidder, who purchased the tender document, shall be allowed to participate in the pre-bid conference. All costs associated to attend the pre bid conference by their representatives shall be borne by the interested Bidders.~~

~~7.3 The prospective bidders shall submit their queries/clarifications against the tender through E mail / Fax /Courier addressed to CGM Contracts, Oil India Ltd., Duliajan-786602, Assam and such queries must reach OIL's office at Duliajan latest by **17.12.2016 up to 03:30 p.m. IST**. OIL shall provide clarifications to only those queries received within this date. Queries/ Clarifications against the tender received beyond 17.12.2016 will not be entertained and replied. OIL will not be responsible for non receipt or late receipt of any bidder's query in OIL's office~~

~~7.4 However, clarifications/exceptions/deviations, if required any, should be brought out by the bidder prior to or during the Pre Bid Conference only. After processing these suggestions, as a sequel to the pre bid conference, Company may communicate the changes in this regard, if agreed any, through an addendum to tender document to the prospective bidders who purchased the tender document. Company will not accept any exception/deviation to tender conditions/specifications once the same are frozen after the~~

~~pre bid conference and the non-compliant bid (s) shall be rejected outright against this tender.~~

IMPORTANT NOTES:

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

- i) The bid along with all supporting documents must be submitted through OIL's e-procurement site only except 'Original Bid Security' (if submitted in the form of BG) which shall be submitted manually by the bidder in a sealed envelope super-scribed with OIL's IFB No./E-Tender No., Bid Closing date and marked as "Original Bid Security" and addressed to CGM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam (India), **failing which the bid shall be rejected.**

Additionally, following documents are to be submitted in hard form:

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

The above documents including the Original bid security, must be received at OIL's CGM-Contract's office at Duliajan on or before 12.45 p.m. (IST) on the technical bid closing date. A scanned copy of the Bid Security shall also be uploaded by the bidder along with their Technical Bid in OIL's E-procurement site.

- ii) Bid should be submitted online in OIL's E-procurement site up to 11.00 a.m. (IST) (Server Time) on the date as mentioned and will be opened on the same day at 2.00 p.m. (IST) at the office of the CGM-Contracts in presence of the authorized representatives of the bidders.
 - iii) If the digital signature used for signing is not of "Class - 3" with Organizations name, the bid will be rejected.
 - iv) The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
 - v) (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit in full and debar from participation in future tenders, at the sole discretion of the company
 - (b) Once a bid is withdrawn, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.
 - vi) Conditional bids are liable to be rejected at the discretion of the Company.
 - vii) The work may be split up amongst more than one contractor at the sole discretion of the Company.
 - viii) 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 Technical Bid.
- A. In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copy of GST Registration Certificate.

- B. In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copy of GST Registration Certificate.
 - C. In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement/deed and copy of GST Registration Certificate.
 - D. In case of Co-Operative Societies, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copy of GST Registration Certificate.
 - E. In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copy of GST Registration Certificate.
 - F. In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copy of GST Registration Certificate.
 - G. In case of Trusts registered under the Indian Trust Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copy of GST Registration Certificate.
- ix) 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.
 - x) The Bid Security / Performance Security Money shall not earn any interest.
 - xi) 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.
 - xii) The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers' payment.
 - xiii) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.
 - xiv) **BACKING OUT BY 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 the Banning Policy (available in OIL's website) of Company.
 - xv) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnish by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the

offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.

xvi) **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.

xvii) **The tender will be governed by:**

Forwarding Letter
Instruction to Bidders
BEC-BRC- Bid Evaluation Criteria & Bid Rejection Criteria.
Part-I - General Conditions of Contract (GCC)
Part-II - Schedule of Work, Unit and Quantity (SOQ)
Part-III - Special Conditions of Contract (SCC)
Part-IV - Schedule of company's Plants, Materials and Equipments - **Not Applicable**
Part-V - Safety Measures (SM)
Part-VI - Integrity Pact
Price Bidding Format & PP-LC Format
Proformas

xviii) **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 bidder's 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.**

xix) The tender is invited under SINGLE-STAGE TWO-BID SYSTEM. The bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the E-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded under **"Technical Attachment" Tab only. Bidders to note that no price details should be uploaded in "Technical Attachment" Tab Page. Details of prices as per Price Bid format/Priced bid to be uploaded under "Notes and Attachment" Tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria.**

SCREEN SHOTS:

RFx Response Number 60037504 RFx Number TESTARUP Status In Process Submission De 0099 00:00:00 INDIA

RFx Response Version Number Active Version RFx Version Number 1

RFx Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions Technical Attachments

▼ Notes

Clear

Category

Conditions of Participation

Bid Invitation/Auction Text

Bidder's Remarks

Purchaser's Remarks

▼ Attachments

▼ cFolder Attachments

Add Attachment Delete Verify Signature

cFolder Name	Category	Description	File Name	Version	Processor	Che
The table does not contain any data						

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

Go to this Tab **"Technical Attachment"** for Uploading "Technical Bid".

On “EDIT” Mode, bidders are advised to upload “Technical Bid” and “Priced Bid” in the respective places as indicated above.

Note:

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

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

Thanking you,
Yours faithfully,
OIL INDIA LIMITED

(RITUPARNA SHARMA)
MANAGER - CONTRACTS
For **CGM - CONTRACTS**
For **RESIDENT CHIEF EXECUTIVE**

**OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPARTMENT, DULIAJAN
DISTRICT: DIBRUGARH (ASSAM), PIN-786602**

**IFB NO. CDI6007P18
INSTRUCTION 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 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 IFB No.
 - (ii) Description of Service
 - (iii) Bid closing date and time
 - (iv) Bid opening date, time and place
 - (v) Bid submission place
 - (vi) The amount of Performance Guarantee
- b) Instructions to Bidders
- c) BEC/BRC
- d) General Conditions of Contract (GCC): **Part-I**
- e) Schedule of Work, Unit, Quantities (SOQ): **Part- II**
- f) Special Conditions of Contract (SCC): **Part-III**
- g) Schedule of Company's Plants, Materials and Equipments (SCPME): **Part-IV** [Not applicable for this Tender]
- h) Safety Measures (SM): **Part-V**
- i) Integrity Pact: **Part-VI**
- j) Price Bidding Format & PP-LC Format (Attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's e-Tender portal).
- k) Proformas

2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. 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 without seeking any clarifications.

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 offers will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BIDDING DOCUMENTS:

4.1 At any time prior to the deadline for submission of bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuance of an Addendum.

4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical RFx" and External Area – "Amendments" folder. The company may, at its discretion,

extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. **Bidders are to check from time to time the E-Tender portal [“Technical RFx” Tab and under the folder “Amendments”] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

5.0 PREPARATION OF BIDS

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

5.2 DOCUMENTS COMPRISING THE BID:

(A) UN-PRICED TECHNO-COMMERCIAL BID:

- (i) Bid Documents duly filled up as indicated.
- (ii) Complete technical details / specifications of the equipment with catalogue, etc. as per tender requirement.
- (iii) Documentary evidence established in accordance with BEC / BRC part.
- (iv) Statement of Non-Compliance (if any).
- (v) Bid Security (scanned copy). Hard copy of original Bid Security (Only in case of bidder(s) submitting bid security in the form of Bank Guarantee) should be sent separately to reach **on or before 12.45 p.m. (IST) on the bid closing date failing which the bid shall be rejected.**
(Bidders can submit bid security on-line through OIL’s electronic Payment Gateway)
- (vi) Any other document as per tender requirement (scanned copy). Hard copy(s) of the same, if called for in the tender, should be sent separately to reach on or before **12.45 p.m. (IST) on the bid closing date failing which the bid shall be rejected.**
- (vii) Integrity Pact

Note: Please note that no price details should be uploaded in UN-PRICED TECHNO-COMMERCIAL BID under “Technical Attachment” Tab.

(B) PRICED BID:

The Priced Bid shall contain the rates / prices along with the currency and any other commercial information pertaining to the rates / prices. Bidder shall quote their rates / prices in the “PRICE BIDDING FORMAT” attached under **“Notes and Attachments”** tab in the main bidding engine of OIL’s e-Tender portal. The bidder must quote their price as per the attached “PRICE BIDDING FORMAT” under **“Notes and Attachments”** tab. Any other format will not be considered for evaluation.

Bidder must include all liabilities except GST in their quoted rates and indicate the applicable GST percentage separately as per the “PRICE BIDDING FORMAT”. The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except as mentioned in the Bid Document.

6.0 PERIOD OF VALIDITY OF BIDS:

6.1 The Bid must be valid for 120 (One Hundred Twenty) days from the date of opening of the tender.

6.2 In exceptional circumstances, OIL 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 (or by Fax). A Bidder granting the request will neither be required nor permitted to modify their bid.

7.0 FORMAT AND SIGNING OF BID:

7.1 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed digitally by the Bidder to bind the Bidder to the contract.

8.0 SUBMISSION OF BIDS:

8.1 The tender is processed under Single-Stage Two-Bid System. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proformas (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions are available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" Tab only. Prices to be quoted as per Price Bid Format should be uploaded as attachment in the Attachment link under "Notes & Attachments" Tab under General Data in the e-portal. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid should not be submitted in physical form which shall not be considered.

8.2 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.

8.3 Timely submission of the bids is the responsibility of the Bidder and Bids should be submitted before the bid closing date and time. Company shall not be responsible for any delay.

8.4 Physical Bid/ E-mail/ Fax /Telephonic offers will not be accepted.

8.5 Bidder shall submit the Bid, duly completed in terms of the Bid Document.

8.6 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 to be executed under this contract.

9.0 DEADLINE FOR SUBMISSION OF BIDS:

9.1 Bids should be submitted on-line up to **11.00 a.m. (IST) (Server Time) on the Bid Closing date** mentioned in the Forwarding Letter. Bidders will be permitted by System to 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 except in condition mentioned in clause 12.1 below. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

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

9.3 The documents in physical form must be received by Company at the address specified in the "Forwarding Letter" on or before **12:45 p.m. (IST) on the bid closing date**. Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

10.0 LATE BIDS:

10.1 Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

11.0 MODIFICATION AND WITHDRAWAL OF BIDS:

11.1 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.

11.2 No bid can be modified / withdrawn subsequent to the deadline for submission of bids.

11.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit in full and debar from participation in future tenders, at the sole discretion of the company.

12.0 EXTENSION OF BID SUBMISSION DATE:

12.1 Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and / or Time due to any reasons.

13.0 BID OPENING AND EVALUATION:

13.1.1 The Technical bid will be opened on scheduled Bid opening date & time in the presence of any attending Bidder(s) or their Authorized Representative, if any. However, an authorized letter (format given in Proforma Section) from the Bidder must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tenders. Only one representative against each Bid will be allowed to attend the bid opening. Attending Bidder(s) & Authorized Representative(s) will have to sign a register evidencing their presence.

13.1.2 In case of two bid system, after the evaluation of the Technical Bids, the Price Bids of only the techno-commercially acceptable Bidders will be opened. The opening Date and Time will be intimated to the techno-commercially qualified Bidders in due course. Price bids will be opened in the same procedure as mentioned in Para 13.1.1 above.

13.2 In case it happens to be a bundh / holiday, the tender will be opened on the next working day (except Saturday). Accordingly, Bid Closing Date / time will get extended up to the next working day and time (except Saturday).

13.3 Bids which have been withdrawn pursuant to Clause 11.0 will not be allowed to be opened by the system. OIL shall 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.

13.4 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 13.3.

13.5 To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL at its discretion. 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.

13.6 Prior to the detailed evaluation, OIL 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 material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the 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. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

13.7 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.

13.8 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.

14.0 EVALUATION AND COMPARISON OF BIDS:

14.1 OIL will evaluate and compare the bids as per Bid Evaluation Criteria (BEC) of the bidding documents

14.2 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted inclusive of all liabilities and GST for the items of Part-II (i.e. schedule of works, units, quantity, rates) of the tender.

14.3 DISCOUNTS / REBATES: Unconditional discounts / rebates, if any, given in the bid or along with the bid will be considered for evaluation.

14.4 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.

14.5 Conditional bids are liable to be rejected at the discretion of the Company.

15.0 CONTACTING THE COMPANY:

15.1 Except as otherwise provided in Clause 14.0 above, no Bidder shall contact OIL 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 OIL vide sub-clause 13.5.

15.2 An effort by a Bidder to influence OIL in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

16.0 AWARD CRITERIA:

16.1 OIL 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.

17.0 OIL' S RIGHT TO ACCEPT OR REJECT ANY BID:

17.1 OIL 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 OIL's action.

18.0 NOTIFICATION OF AWARD:

18.1 Prior to the expiry of the period of bid validity or extended validity, OIL will notify the successful Bidder in writing by registered letter or by cable or telex or fax or e-mail (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.

19.0 SIGNING OF CONTRACT:

19.1 The successful bidders(s) shall be notified by the Company of its intention to enter into an Agreement with him/her/them on the basis of his/her/their acceptance of the offer. Such notification shall be treated as a "Letter of Award (LOA)".

19.2 Within 02 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder(s) will be required to pay an interest free Performance Security by way of Demand Draft / Banker's Cheque / Bank Guarantee (in specified format) favouring "OIL INDIA LIMITED" payable at "DULIAJAN" from any Nationalized Bank. Upon furnishing of the Performance Security, the successful Bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the OIL Standard forms of agreement.

19.3 This Performance Security must be valid for 03 (three) months after the date of expiry of the tenure of the contract. In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

19.4 The "Performance Security" will be refunded to the contractor after 03 (three) months of satisfactory completion of works / defect liability period (if any) under the contract (including extension, if any), but 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.

19.5 Failure of the successful bidders to comply with the conditions as specified in Para 19.2 above would render him liable for rejection and in turn forfeiture of Bid Security apart from any other actions the Company may take against him at its sole discretion. The bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

20.0 Purchase preference policy (linked with Local Content) (PP-LC) notified vide letter no. O-27011/44/2015-ONG/II/FP dated 25.04.2017 of MoPNG.

(available in <http://oil-india.com/PDF/Circular%20dt%2027062017-PPLC.pdf>

or

<http://petroleum.nic.in/policy-provide-purchase-preference-linked-local-content-pp-lc-all-psus>)

20.1 In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only **one of the two policies** i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.

20.2 Bidders seeking Purchase preference (linked with local content) (PP-LC) shall be required to meet / exceed the target of Local Content (LC) of **30%**

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

"We _____ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. % (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under Tender No. CDIXXXXP18."

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

"We _____ the statutory auditor of M/s. _____ (name of the bidder) hereby certify that M/s. _____ (name of the bidder) meet the mandatory Local Content requirements of the Services i.e. % (to be filled by the work center as notified at Enclosure I of the policy) quoted vide offer No. _____ dated _____ against OIL tender No. CDIXXXXP18. by M/s. _____ (Name of the bidder)."

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

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

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

20.3.1 Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award for the prescribed quantity shall be made to the lowest evaluated TA/CA bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.

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

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

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

For example

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

20.5 The tendered quantity is not split able / non-dividable / cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.

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

20.7 The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.

20.8 OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.

20.9 Determination of LC:

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

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

- a) Cost of component (material), which is used.
- b) Manpower and consultant cost, cost of working equipment/facility, and
- c) General Service cost, excluding profit, company overhead cost, taxes and duties.

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

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

20.9.4 Determination of Local Content: The determination of local content of the working equipment/facility shall be based on the following provision.

Working equipment produced in the country is valued as 100% (one hundred percent) local content, working equipment produced abroad is valued as much as nil (0% percent) local content.

20.10 Calculation of LC and Reporting:

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

20.10.2 Formats for the calculation of LC of services may be seen at Enclosure-III of the policy document. (Available in <http://oil-india.com/PDF/Circular%20dt%2027062017-PPLC.pdf>).

20.11 Certification and Verification:

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

20.11.2 At bidding stage:

- a) **Price Break-up**
 - (i) The bidder shall provide break-up of “Local Component” and “Imported Component” along with the price bid as per provisions under clause **20.2.3.**
 - (ii) Bidder must have LC in excess of the specified requirement.

b) Undertaking by the bidder

- i. The bidder shall submit undertaking along with the techno-commercial bid as per Clause No. **20.2**, such undertaking shall become a part of the contract.
- ii. Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers.

c) Statutory Auditor's Certificate

The Undertaking submitted by the bidder shall be supported by a certificate from Statutory Auditor as per clause **20.2.2**.

20.11.3 After Contract Award

- a) In the case of procurement cases with the value less than Rs. 5 crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the contractor and certified by the Director/Authorized Representative of the Company.
- b) The verification of the procurement cases with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.

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

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

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

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

20.16 Sanctions:

20.16.1 OIL shall impose sanction on bidder not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.

20.16.2 If the bidder does not fulfill his obligation after the expiration of the period specified in such warning, OIL shall initiate action for blacklisting such bidder/successful bidder.

20.16.3 A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

20.16.4 In pursuance of the Clause No. **20.16.3** above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (As per Proforma-VIII) equivalent to the amount of PBG.

1.0 BID EVALUATION CRITERIA:

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

1.1 Technical Criteria:

Bidder must have experience of execution at least one SIMILAR work of minimum value **Rs. 58,50,000.00 (Rupees Fifty-Eight Lakh Fifty Thousand only)** in previous 7 (seven) years reckoned from the original bid closing date with PSUs / Central Govt. / State Govt. Organization / Public Limited Company / any other Private Limited Company.

Notes to Clause 1.1 above:

1. "SIMILAR work" mentioned above means - Providing services of acquiring Right of Use (ROU) for pipe track under P&MP Act, 1962 including Civil Survey jobs involved in such acquisition. The executed similar work should be in the State of Assam and/or Arunachal Pradesh only.

2. For proof of requisite experience of **SIMILAR work, self-attested** photocopies of following documents must be submitted along with the bid: Contract document / Work order showing details of works supported with completion certificates issued by PSUs/Govt. Organisation/Public Limited Company/any other Private Limited Companies for the similar work mentioned in BEC Clause no. 1.1 above confirming the following:

- a. Contract number,
- b. Gross value of work done,
- c. Contract period / Contract start and completion date.

3. **SIMILAR work** executed by a bidder for its own organization / subsidiary will not be considered as experience for the purpose of meeting BEC.

4. If the prospective bidder is executing SIMILAR work which is still running and the contract value executed prior to due date of bid submission is equal to or more than the minimum prescribed value in the BEC such experience will also be taken in to consideration provided that the bidder has submitted last certificate of payment showing gross value of work done along with Contract documents /work order of the running contract.

1.2 Financial Criteria:

1.2.1 Annual Financial Turnover of the bidder during any of preceding three financial / accounting years from the original bid closing date should be at least **Rs. 35,00,000.00 (Rupees Thirty-Five Lakh only).**

1.2.2 Net worth of bidder must be positive for preceding financial/ accounting year.

1.2.3 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 Statement for the financial year has actually not been audited so far'.

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

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

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

- 1.3** Prices 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.
- 1.4** Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected.
- 1.5** 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 adopted for evaluation.
- 1.6** The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.
- 1.7** **Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering total quoted price for all items of SOQ inclusive of all liabilities and GST as per Price Bid Format.**
- 1.8** Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.
- 1.9** The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.
- 1.10** 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.

1.11 In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.

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

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

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

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

(d) Documentation required to be submitted by MSEs:

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

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

1.13.1 Purchase preference policy-linked with Local Content (PP - LC) notified vide Letter No. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG shall be applicable in this tender. (<http://petroleum.nic.in/policy-provide-purchase-preference-linked-local-content-pp-lc-all-psus>).

1.13.2 Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified all clauses under Clause No. 20 of ITB and shall have to submit all undertakings / documents applicable for this policy.

2.0 BID REJECTION CRITERIA (BRC):

2.1 The bids are to be submitted in **Single-Stage Two-Bid system** i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.

2.2 The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.

- 2.3** Bid security shall be furnished as a part of the Techno Commercial Un-priced Bid. The amount of bid security should be as specified in the forwarding letter. Any bid not accompanied by a proper bid security will be rejected.
- Note: In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum 150 days from the date of Technical bid opening.
- 2.4** Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable. Bid made by parties who have not submitted the requisite tender fees will be rejected.
- 2.5** Any bid received in the form of Physical document / Telex / Cable / Fax / E-mail will not be accepted.
- 2.6** Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.
- 2.7** Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
- 2.8** Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 2.9** Bids are invited under Single Stage Two Bid System. Bidders must submit both "Technical" and "Price" Bids in electronic form through online OIL's e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications of the tender under "Technical Attachment" Tab and the Priced Bid as per the **PRICE BID FORMAT attached** under "Notes and Attachments".
- 2.10** Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:
- (i) Firm price
 - (ii) Period of validity of Bid
 - (iii) Price Schedule
 - (iv) Performance Bank Guarantee / Security deposit
 - (v) Delivery / Completion Schedule
 - (vi) Scope of work
 - (vii) Guarantee of material / work
 - (viii) Liquidated Damages clause
 - (ix) Tax liabilities
 - (x) Arbitration / Resolution of Dispute Clause
 - (xi) Force Majeure
 - (xii) Applicable Laws
 - (xiii) Specifications
 - (xiv) Integrity Pact
- 2.11** There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.
- 2.12** Bid received with validity of offer less than 120 (Ninety) days from the date of Technical Bid opening will be rejected.
- 2.13** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Part-VI of the tender

document. This Integrity Pact Proforma has been duly signed digitally by OIL's competent signatory. The Proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial 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.

3.0 GENERAL:

- 3.1** 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 BRC.
- 3.2** 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 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.
- 3.3** If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, the clauses in the BRC shall prevail.
- 3.4** 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.
- 3.5** 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.
- 3.6** The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

OIL INDIA LIMITED

(A GOVT. OF INDIA ENTERPRISE)

CONTRACTS DEPARTMENT, DULIAJAN

DISTRICT: DIBRUGARH (ASSAM), PIN-786602

TEL: (91) 374-2800548, FAX: (91) 374-2803549

Website: www.oil-india.com**DESCRIPTION OF WORK/SERVICES:**

Hiring of services for acquisition of ROU for pipe tracks under P&MP Act as well as outright purchase of land, including allied civil survey jobs, in company's operational areas in the state of Assam & Arunachal Pradesh for a period of 03 (Three) years with a provision for extension.

GENERAL CONDITIONS OF CONTRACT (GCC)

MEMORANDUM OF AGREEMENT made this _____ day of _____

Between OIL INDIA LIMITED a Company incorporated under the Companies Act 1956 and having its Registered Office at Duliajan in the District of Dibrugarh, Assam (hereinafter called Company) of the one part and Shri/Smti _____ and Shri/Smti _____ carrying on business as partners/proprietor under the firm name and style of M/s. _____ with the main Office at _____ in the District of _____ aforesaid (hereinafter called 'Contractor') on the other part.

A. DEFINITIONS:

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

- (a) **"The Contract"** means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) **"The Contract Price"** means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) **"The Work"** means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) **"Company"** or **"OIL"** means Oil India Limited;
- (e) **"Contractor"** means the Contractor performing the work under this Contract.
- (f) **"Contractor's Personnel"** means the personnel to be provided by the Contractor to provide services as per the contract.

- (g) **"Company's Personnel"** means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (h) **"Gross Negligence"** means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- (i) **"Wilful Misconduct"** means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

WITNESSETH:

1.0 a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract in **Land Department, Oil India Limited**.

b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.

c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.

2.0 The contractor shall provide all labour, supervision and transport and such specified materials described in part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

3.0 The Company's Engineer shall have power to:

a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.

b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.

c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.

d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed.

4.0 The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II if so ordered by the company at the same rates, terms and conditions.

5.0 The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

6.0 The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts:

- i) The Mines Act.
- ii) The Minimum Wages Act, 1948.
- iii) The Workman's Compensation Act, 1923.
- iv) The Payment of wages Act, 1936.
- v) The Payment of Bonus Act, 1965.
- vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- vii) Employees' Pension Scheme, 1995.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- xi) GST Act.

or any other Acts or Statute not here in above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the Contract Labour appointed by the Contractor. Such Statutory increase in the wage rates of Contract Labour shall be borne by the contractor.

7.0 The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.

8.0 The duration of the contract shall be initially for a period of **03 (Three) years** from the commencement date mentioned in the work order. The Contractor must complete the

work as mentioned in PART – III (SPECIAL CONDITIONS OF CONTRACT: SCC) within the contract period. In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and/or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

9.0 In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots, or in any agitation prejudicial to the Company's interest and any such even taking shape or form at any place of the Company's works or and its neighborhood.

10.0 The tendered price inclusive of all liabilities and GST (i.e. the Contract price) is Rs. _____ ***(Not to be filled up by bidder while submitting the offer in c-Folder. This figure will be filled up by OIL at the time of award of the contract to the successful bidder)*** (_____ only) but the Company shall pay the Contract or only for actual work done at the all-inclusive rates set down in the Schedule of work Part II of this Contract.

On account payment may be made, not often than monthly, up to the amount of **100%** of the value of work done. Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

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

12.0 The Contractor will not be allowed to construct any structure (for storage/housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.

13.0 The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with regulation 89(a) and 89(b) in the Oil Mines Regulations 1984. The Company's representative shall not allow/accept those men who are not provided with the same.

14.0 The Contractor shall deploy local persons in all works.

15.0 The Contractor shall not engage minor labour below 18 (eighteen) years of age under any circumstances.

16.0 The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act (Latest editions).

17.0 GENERAL OBLIGATIONS OF COMPANY:

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

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

18.0 SPECIAL CONDITIONS:

- a) ~~The amount of retention money shall be released after 6 (six) months from the date of issue of completion certificate from concerned department.~~
- b) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.
- c) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to applicable P.F. Contribution.

19.0 ARBITRATION:**19.1 ARBITRATION (APPLICABLE FOR SUPPLIERS/CONTRACTORS OTHER THAN PSU)**

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

- a) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 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.
- b) The number of arbitrators and the appointing authority will be as under:

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

- c) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
- d) Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
- e) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- f) Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- g) The arbitral tribunal shall make and publish the award within time stipulated as under:

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

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

- h) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
- i) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.
- In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.
- j) The Arbitration shall be held at **Duliajan, Assam**. However, parties to the contract can agree for a different place for the convenience of all concerned.
- k) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

- 1) 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.

19.2 ARBITRATION (APPLICABLE IN CASE OF CONTRACT AWARDED ON PUBLIC SECTOR ENTERPRISE):

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

The venue of all arbitrations under both 19.1 & 19.2 will be **Duliajan, Assam**. The award made in pursuance thereof shall be binding on the parties.

20.0 FORCE MAJEURE:

20.1 In the event of either party being rendered unable by 'Force majeure' to perform any obligations required to be performed by them under the contract the relative obligations of the party affected by such 'Force Majeure' shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term 'Force Majeure' as employed herein shall mean acts of God, earthquake, war (declared/undeclared) revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions, and acts and regulations of respective Govt. of the two parties, namely the Company and the contractor.

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

Time for performance of the relative obligations suspended by the force majeure shall then extended by the period for which such cause lasts.

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

21.0 TERMINATION:

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

21.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE: Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 20.0 above.

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

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

21.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT: In case the Contractor's rights and/or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.

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

21.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 21.1 to 21.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination including the De-mob cost, if any.

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

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

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

23.0 I.B. VERIFICATION REPORT AND SECURITY REVIEW:

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

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

25.0 SET OFF CLAUSE:

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

26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

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

27.0 PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES:

Action against erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website www.oil-india.com.

28.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILIZATION/COMPLETION OF WORKS AND SERVICES:

In the event of the Contractor's default in timely mobilization/completion within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of contract value, per week or part thereof of delay subject to maximum ceiling of 7.5% of contract value.

29.0 SUBCONTRACTING:

CONTRACTORS shall not subcontract or assign, in whole or in part, their obligations to perform under this contract, except with COMPANY'S prior written consent.

30.0 MISCELLANEOUS PROVISIONS:

Contractors shall conform in all respects with the provisions of any Statute, Ordinance of Law 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 OIL indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or byelaw.

31.0 LIABILITY:

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

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

31.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwrites, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

31.4 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.

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

31.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever or 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.

31.7 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.

31.8 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.

31.9 LIMITATION OF LIABILITY

Notwithstanding any other provisions except only in cases of willful misconduct and/or criminal acts,

(a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

(b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

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.

32.0 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.

33.0 INDEMNITY AGREEMENT:

33.1 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 subcontractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

33.2 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, Contractor and subcontractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

34.0 APPLICABLE LAW:

34.1 This Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated at Dibrugarh in Assam.

34.2 The Bidders shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable for performing under this Contract.

35.0 TAXES:

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

36.0 SUBSEQUENTLY ENACTED LAWS:

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

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

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

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

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

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

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

37.0 GOODS AND SERVICES TAX:

37.1 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.

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

37.3 “**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.

37.4 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.

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

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

37.5.1 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.

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

37.6 Where the OIL is not entitled to avail/take the full Input Tax Credit of GST:

37.6.1 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.

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

37.7 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.

37.8 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.

37.9 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**.

37.10 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.

37.11 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.

37.12 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.

37.13 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.

37.14 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.

37.15 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.

37.16 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.

37.17 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.

37.18 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.

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

37.20 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.

37.21 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.

37.22 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.

37.23 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.

37.24 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 liveable 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.

37.25 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.

37.26 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.

37.26.1 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.

38.0 WITHHOLDING:

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

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

Withholding will also be effected on account of the following:

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

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

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

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

SIGNED & DELIVERED FOR AND ON BEHALF OF _____
(Signature of Contractor or his/her/their
legal Attorney)

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

(Full Name of Signatory)

(Seal of Contractor's Firm)

And in presence of

(Signature of witness)

(Name of Witness)

Date: _____

(Full Name of Signatory)

Address:

SIGNED & DELIVERED FOR AND ON
BEHALF OF OIL INDIA LIMITED

(Signature of Acceptor)

Date_____

Designation _____

OIL INDIA LIMITED
(A Government of India Enterprise)
Duliajan, Assam

DESCRIPTION OF WORK/ SERVICE: Hiring of services for acquisition of ROU for pipe tracks under P&MP Act as well as outright purchase of land, including allied civil survey jobs, in company's operational areas in the state of Assam & Arunachal Pradesh for a period of 03 (Three) years with a provision for extension.

(SOQ) Schedule of Work, Unit and Quantity

Item No.	Description of Services	UOM	Quantity
A. Detail Engineering Survey			
10	<u>Detail Engineering Survey of pipeline route(s):</u> Carrying out Reconnaissance Survey of pipeline route including table top study based on latest satellite images of the area, evaluation of alternative routes, preparation & submission of tentative Route Map, Carrying out detail Engineering Survey of the entire pipeline route, Collection of reference Topo maps, Establishment of DGPS Control points, survey of all ground features within 25m on either side, fixing of pillars at Turning Points, Intermediate Points(at every 250 m), important crossings, etc., Transfer of level from nearest GTS Benchmark etc. including submission of data, reports etc., preparation of drawings in Hard and soft copies complete in all aspects.	KILOMETER	105
20	<u>Detail Engineering Survey of land for installation(s), location(s) etc.:</u> Carrying out Reconnaissance Survey of land for installation including table top study based on latest satellite images of the area, followed by ground truth verification, evaluation of alternative sites, preparation & submission of tentative Site Map, Carrying out detail Engineering Survey of the entire site, Collection of reference Topo maps, Establishment of DGPS Control points, fixing of pillars, preparation of final maps, submission of data, drawings in Hard and soft copies complete in all aspects.	HECTARE	20
B. Detail Cadastral Survey			
30	<u>Detail Cadastral Survey for pipeline route(s): Acquisition of ROUs under P&MP, Act,1962:</u> Carrying out detail Cadastral Survey for laying pipeline, obtaining/ procuring latest village maps from Revenue authorities, tracing/ scanning the same and storage in both Hard and soft reproducible forms, plotting the pipeline route on village maps in specified scale and marking on them the Intermediate Points (IPs) and Turning Points (TPs), identification of survey numbers of individual owners, preparation of field book and computation of area in each plot coming within limits of ROU corridor, collection of Jamabandi from Revenue Authorities in respect of each plot falling within ROU limits and identification of owner and occupier thereof and other works up to and including preparation & submission of schedule for 3(1) Notification for establishing right of users (ROU) under P&MP Act 1962, complete in all respects.	KILOMETER	75
40	<u>Detail Cadastral Survey for pipeline route(s) : Land acquisition through outright purchase:</u> Carrying out detailed Cadastral Survey for laying pipeline, obtaining/ procuring latest village maps from Revenue authorities, tracing/scanning the same and storage in both Hard and soft reproducible forms, plotting the detailed pipeline route on village maps in specified scale, identification of survey numbers of individual owners, preparation of field book and computation of area in each plot coming within limits of ROU corridor, collection of Jamabandi from Revenue Authorities in respect of each plot falling within ROU limits and identification of owner and occupier thereof and other works including carrying out survey, demarcation, plot measurement, preparation of field land map as per OIL specified scale and other related job complete in all respects.	KILOMETER	30
50	<u>Detail Cadastral Survey for installation(s), location(s), etc. : Land acquisition through outright purchase:</u> Carrying out detail Cadastral Survey of land for installations, obtaining/ procuring latest village maps from Revenue authorities, tracing/ scanning the same and storage in both Hard and soft reproducible forms, plotting the installation layout on village maps in specified scale, identification of survey numbers of individual owners, preparation of field book and computation of area in each plot coming within the land area for the installation, collection of Jamabandi from Revenue Authorities in respect of each plot falling within land area for the installation and identification of owner and occupier thereof and other works including carrying out survey, demarcation, plot measurement, preparation of field land map as per OIL specified scale and other related job complete in all respects.	HECTARE	20
C. Other Detail Survey			
60	<u>Soil Stratification Survey :</u> Conducting Soil Stratification survey for determining stratification of soil as per specifications including submission of data, technical/analysis reports, drawings in Hard and soft copies complete in all aspects.	KILOMETER	75
70	<u>Corrosion/Soil Resistivity and Chemical Analysis Survey:</u> Conducting Soil Resistivity Survey at intervals of 500m and at 1.5m below NGL (approx..) along the pipeline as per specifications. Conducting chemical analysis as per specifications, etc. including submission of data, technical/ analysis reports, drawings in Hard and soft copies complete in all aspects.	KILOMETER	75
80	<u>Population Density Index Survey:</u> Carrying out population Density Index Survey along the entire pipeline route as per specifications, etc. including submission of data, technical/analysis reports, drawings in Hard and soft copies complete in all aspects.	KILOMETER	75

Item No.	Description of Services	UOM	Quantity
D. Acquisition through P&MP Act, 1962			
90	<u>Providing services to Competent Authority as per P&MP Act 1962 up to 6(1) notification :</u> Providing services to Competent Authority (CA) for establishing Right of Users (ROU) as per P&MP Act 1962, for laying pipeline including follow up for 3(1) Gazette notification, facilitating in preparation of Erratum, Addendum & Corrigendum (if required), facilitating in preparation & serving of 3 (1) notices, facilitating hearing & disposal of objections, preparation of schedule for 6(1) Notification, follow up for Gazette Notification, facilitating in preparation of Erratum, Addendum & Corrigendum, entry of Gazette notification in village records, collection of land rates, calculation of land compensation payable & serving of compensation notices, assistance to Competent Authority in preparation of award to individual landowners etc. inclusive of all labour, material, equipment etc. complete in all respects.	KILOMETER	75
100	<u>Providing services to Competent Authority as per P&MP Act 1962 post 6(1) notification till opening of ROU :</u> Providing services to the Competent Authorities as per P&MP Act, 1962 for all activities subsequent to publication of 6(1) notifications till completion of awards by Competent Authority including providing services related to opening of Total Right of Use (ROU) to the pipeline laying Agency/ Agencies complete in all respects including entry of final ROU details in revenue records, inclusive of all labour, material, equipment etc.	KILOMETER	75
E. Acquisition through Outright Purchase - Pipe Tracks			
110	<u>Acquisition of land for pipeline route(s) through outright purchase:</u> Ascertaining the Pattadars and occupiers along with concerned Land Revenue Officer with land record, identification of pattadars and occupiers, settlement with pattadars and occupiers for their consent. Finalization of compensation (as per OIL's rate) towards surface assets and land value and obtaining consent from occupiers and pattadars, facilitating in execution of Agreement to Sale, Obtaining Sale Purchase Permission from Authority(s), facilitating in registration of Sale deed till submission of application for Mutation.	KILOMETER	30
F. Acquisition through Outright Purchase – Installations, Locations, etc.			
120	<u>Acquisition of land for installation(s), location(s), etc. through outright purchase:</u> Ascertaining the pattadars and occupiers along with concerned Land Revenue Officer with land record, identification of pattadars and occupiers, settlement with pattadars and occupiers for their consent. Finalization of compensation (as per OIL's rate) towards surface assets and land value and obtaining consent from occupiers and pattadars, facilitating in execution of Agreement to Sale, Obtaining Sale Purchase Permission from Authority(s), facilitating in registration of Sale deed till submission of application for Mutation.	HECTARE	20
G. Statutory Permissions / Clearances:Approvals/permissions from appropriate State/National & other statutory authorities			
130	National Highway Crossing	NUMBER	5
140	State Highway Crossing	NUMBER	5
150	Railway Crossing	NUMBER	3
160	River Crossing	NUMBER	2
170	Forest Clearance	NUMBER	1
<p>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.</p> <p>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 including applicable GST(CGST & SGST/UTGST or IGST).</p> <p>3 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.</p> <p>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.</p> <p>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 including GST.</p> <p>6. Refer to GCC for detail of GST</p> <p>7. The rates shall be quoted per unit as specified in the “PRICE BIDDING FORMAT” attached under “Notes and Attachments” tab.</p> <p>8. Contract Duration: Contract shall be for a period of 3 (Three) years from commencement of the same i.e. after completion of mobilization. The Contract shall also have a provision of extension for another 01 (one) year at the mutually agreed rates limited to original contract rates, same terms and conditions, at the discretion of OIL.</p> <p>9. Mobilisation Period: 02 (Two) weeks from the date of issue of LOA</p> <p>10. The quantity mentioned is purely for evaluation purpose only. However, payment shall be made at actuals.</p>			

PART-III (SCC)

HIRING OF SERVICES FOR ACQUISITION OF ROU FOR PIPE TRACKS UNDER P&MP ACT AS WELL AS OUTRIGHT PURCHASE OF LAND, INCLUDING ALLIED CIVIL SURVEY JOBS, IN COMPANY'S OPERATIONAL AREAS IN THE STATE OF ASSAM & ARUNACHAL PRADESH FOR A PERIOD OF 3(THREE) YEARS WITH A PROVISION FOR EXTENSION.

SECTION – I**PROJECT DESCRIPTION**

Oil India Limited (OIL), a Govt. of India Undertaking (PSU) Navaratna E&P Company engaged in Exploration, Production and Transportation of crude oil and natural gas intends to construct pipeline corridors & installations for evacuation of crude oil & natural gas from its various fields to respective processing plants. In order to construct the above pipeline corridors & installations, the Company intends to acquire Right of Use (ROU) for pipe tracks under P&MP Act, 1962 as well as outright purchase of land as required through engaging a competent service provider/agency on contractual basis for providing services in the said acquisition of ROU/land in its operational areas in Assam & Arunachal Pradesh for a period of 3(three) years with a provision for extension.

SCOPE OF WORK

Contractor's Scope of Work, in brief, includes providing all related services for acquisition and opening of ROU for pipe tracks under P&MP ACT, 1962, outright procurement of land for pipe tracks & installations, locations, etc. as per Company's Bipartite Settlement procedure, in Company's operational areas in Assam & Arunachal Pradesh.

It shall be Contractor's total responsibility to survey & acquire ROU under P&MP Act, 1962, as well as direct purchase of land, including Statutory Permissions, etc. for laying pipeline corridors & installations as detailed hereunder. However, it may be noted that the activities stipulated therein are indicative only and the Contractor shall have to provide/carryout all services whatsoever called for in achieving Company's above objective. Accordingly, the Contractor's responsibility shall include, but not limited to the stipulations hereunder.

The Scope of Work under Civil Survey, Acquisition of ROU for Pipe Track under P&MP Act, 1962 & Outright Procurement of Land through Bipartite Settlement procedure of OIL is defined below in Part-A, Part-B & Part-C (Clause 1.0 through 3.0) respectively amongst others.

1.0 PART-A: CIVIL SURVEY

It shall be Contractor's total responsibility to finalize the alignment of Pipe Tracks, Detail Topographical Survey, Soil Resistivity Test, Soil Investigation, Land Schedule preparation as per the following scope:

- 1.1 Study and preparation of alternate route from well position (emanating point) to the surface facilities. Minimum 3(three) alternate routes & 2(two) alternate sites for installation.

The Contractor has to fully study the project area and organize the Reconnaissance Survey to finalise 3(three) suitable alternate routes for each pipe track and 2(two) alternate sites for each installation as per technical guideline and submit the same to the Company for final approval.

- 1.2 Detail Pipe Line corridor survey:

The following activities have to be carried out for the detail Corridor Survey.

- 1.2.1 GCP and AGCP with DGPS at 2(two) km interval.

- 1.2.2 Finalize the vertical position of the GCP through double tertiary traversing with Digital Auto Level.

- 1.2.3 Detail Topographical Survey of the pipeline corridor including finalizing the turning position, long section with 10m interval, cross section with 30m interval using modern survey instrument like RTK / LiDAR. Considering nature of ground cross section may be taken in between the normal interval.
- 1.2.4 Finalize the pillaring of turning point / angle point and marking the line
- 1.2.5 Underground survey of the existing pipeline and other utilities in the pipe line corridor.
- 1.2.6 Soil Resistivity Test and Soil Investigation.
- 1.2.7 Collection of Cadastral / land map and ROW data from respective dept.
- 1.2.8 Geo-referencing, stitching, digitizing, and superimposing the cadastral map with survey data. Identify the survey corridor on cadastral map.
- 1.2.9 Preparation of land schedule
- 1.3 Method and specification of each task is defined below:
 - 1.3.1 Establishment of Ground Control point with DGPS:

- a. Company intends to carryout Extension of Ground Control Points by DGPS along the pipe line corridor to stake the proposed alignment on ground. Ground Control Points shall be fixed at site by using dual frequency DGPS (at least 50 channels and above). During Joint Feasibility study stage, Master Control Points (MCPs) were fixed at site of about 25km base length and Survey Control Points (SCPs) were fixed at site of about 3-5km base length.
- b. Utilizing DGPS Control Points fixed along the route during Joint Feasibility stage of the study, extension of horizontal and vertical controls are to be carried out at every 2 km and Critical/Important locations.
- c. The objective of this activity is to collect data at newly established Survey Control Points, being established at every 2 km. These newly established Survey Control Points here after called NSCP are to be fixed at site before LiDAR Survey. These NSCPs will be used for the purpose of staking of final alignment and Route survey. Data will be processed using post processing software and submit coordinates of all NSCPs after compilation to Company. The ultimate aim of the whole exercise is to achieve sub meter accuracy (allowable limit 1cm) in plan and DTM for planning of this project. Therefore, accuracy in observation of NSCPs and care in data collection & processing are of paramount importance.
- d. In this process, the Contractor needs to follow the minimum, but not limited to, the procedure and method mentioned in subsequent paragraphs. However, Contractors are encouraged to adopt best international practices to elevate the level of accuracy.

- 1.3.2 Identification / installation of control markers on ground:

This project needs to be executed with utmost care and in consultation with Company representatives using satellite imagery and/or Goggle images. For this purpose, tentative alignment in CAD and/or kml/kmz file (Google Earth compatible) shall be supplied to the Contractor wherever available. Proposed corridor falls in UTM Zone 46N.

The following points shall be kept in mind while selecting newly established Survey Control Point (NSCP) locations:

- a. Keeping safe distance of HT/LT lines, radio/mobile towers, high frequency dish antennas, radar etc.
- b. Free from multipath problems associated with tall features in the vicinity.
- c. Free from foliage
- d. Free from major obstructions / obstacles

- e. Easily accessible to the survey team.
- f. Open to sky with a clear view towards sky at 15 degree angle with horizontal plain. (15 degree elevation mask)
- g. Equally spaced at an interval of 2 km apart

1.3.3 Fixing of RCC Pillars:

RCC Pillar will be erected in advance at newly established Survey Control Points, being established at every 2 km and Critical/Important locations. Additional pillars may be erected if required. The exposed surfaces of pillars should be smooth and neatly finished. These surfaces shall be painted with first quality enamel paint of colour as specified by Engineer-in-charge. Pillar numbers shall be engraved on pillars and same shall be written with paint.

The monuments for DGPS shall be made of cement concrete of grade M-15 (1:2:4), rectangular in shape and size of 1000 mm x 150 mm x 150 mm. A rod of 20 mm diameter and 100 mm long of Mild steel shall be provided at the centre of pillar to mark location and each pillar shall be painted to mark its number. The pillar will be founded in the ground using cement concrete of grade M-15 (1:2:4). The indicative shape and specification for the PBM are shown below. DGPS/PBM with number should be carved in the upper side of the pillar.

1.3.4 Establishment of Horizontal Control:

For traversing, the Contractor shall use Total Station equipment. The total station should have 1 *second* accuracy. Horizontal control shall be established by running a closed traverse on control points (RCC pillars/permanent structures) along the corridor using Total Stations of standard accuracy (as per DIN standards).

1.3.4.1 Before starting the survey, a quick Reconnaissance Survey of the area shall be carried out to determine the following: -

- a. Nature of terrain;
- b. Suitable location for fixing traverse stations;

The Traverse station shall be established on firm ground and at such locations so that maximum length of staking can be covered. The traverse stations shall be 20 to 30m away from the centre line of the proposed alignment.

1.3.4.2 Length of traverse would be around 2 km (one direction). The Contractor shall use tri batch only (Plumbing pole will not be used) for accurate – back & fore sight traverse prism readings. Traverse lines shall be run by measuring distances and bearings including angles between traverse stations in both faces (left and Right) and mean of two shall be adopted.

1.3.4.3 The error within the above permissible limits of the traverse lines shall be balanced by closed traverse adjustment applying Bowditch/Transit Method and got approved by Engineer-in-charge. In case the errors are beyond the above permissible limits, the traverse surveying shall be carried out again to ensure correctness of traversing.

1.3.4.4 The Contractor shall supply adjusted coordinates (Northing and Easting) of all control points along with raw observations downloaded from Total Station, calculation sheet and description of all control points on excel component of MS office. The co-ordinates of all control points shall be with respect to the co-ordinate system of control points established (NSCP/SCP) (Grid Co-ordinates) for main route alignment. Coordinates of control points fixed by total station should normally match the coordinates of control points fixed by DGPS. In that case Contractor may be required to adjust the error w.r.t. DGPS control points by Bowditch/transit method. In case the coordinates do not match within the permissible error, Engineer will issue suitable instructions regarding the control points to be used for further work. Only Grid Coordinates shall be used for the purpose of staking of alignment and topographic and Hydrological Survey. Total station should have capability to enter scale factor for conversion from ground to grid coordinates and thereafter observation in grid coordinates.

- 1.3.4.5 Closing of traverse, error and distribution of error shall be certified by Oil Engineer before picking up further detailing of existing features. However, levelling work to vertical control should be planned in tandem with traversing work.
- 1.3.4.6 A sketch for surveyed points with respect to traverse stations should be prepared in a field register with date of survey. Every page of the field register should be numbered and each page signed by the surveyor.

1.3.5 Topographic survey of different utility services Using LIDER and GPR.

Topographic Survey shall be carried out to pick up the details of different utility services of Railway or other Central/State Govt./Private authorities like OHE structure and installations, S&T structures and installations, Open/Tube well, pump house, telephone/electric poles, high tension lines, trees etc. above the ground, and underground wires/cables, pipelines (water, gas, petro etc.), which need to be shifted before construction.

The existing utility services on the ground or above ground shall be picked up through LIDER instrument.

Detail drawings of existing underground utility services shall be collected from the concerned departments and the same shall be identified at site through tell-tale signs and by drawings collected from concerned department/organisation and the same shall be picked up by total station/DGPS. In addition, their exact locations and routes shall be surveyed by Ground Penetrating Radar (GPR) Survey.

- 1.3.6 Topographic survey of existing Govt./Private structures coming within proposed land boundary & 50 metre either side of final alignment like buildings etc. shall also be picked up through total station.

1.3.7 Staking of centre line of final alignment

Setting out of final alignment is most important component of this survey, which ensures not only the effective implementation of the scheme, but also the correctness and accuracy of the design. The setting out and referencing shall be done in the following manner.

During staking, partial topographic survey shall be carried out. Any one existing permanent structures, such as buildings, bridges/culverts, crossing of railway line/roads with proposed alignment shall be picked up as existing on ground with respect to reference frame established above, at least 10 points/km with x,y,z. For carrying out this work necessary traverse/sub-traverse shall be carried out connected with already established traverse/MCP/SCP/NSCP and TBM established at site using Total Station of standard accuracy (DIN Standard). The same partial topography should be reflected on final staking drawing on scale 1:1000.

1.3.8 Additional Topographic Survey at critical/important locations

Additional Topographic Survey shall be carried out using DGPS/Total stations if required, at critical/important locations for development of vertical/horizontal alignment.

- i. Running closed traverse needed to cover area of interest at each location
- ii. Picking up topographical details (manmade& natural features) with the help of Total Station/LIDER or DGPS in RTK mode.
- iii. Preparation of ACAD drawing
- iv. Joint Verification at site.
- v. Data collection of missing features if any.

1.3.9 Underground study to avoid hazard and other existing utilities of approved corridor:

After finalization of the pipeline route the Contractor needs to study the details of underground utility with the GPR instrument to avoid the hazards. Ground Penetration Radar (GPR)

instrument is to be used for Underground utility mapping of project corridor. A drawing in AutoCAD Format shall be submitted showing all underground utilities including water pipe lines, oil pipe line, electrical cable, OFC, etc. Distance of these utilities from carriageway edge, diameter and depth with respect to existing level should be clearly mentioned in the drawing.

For the GPR data, Accuracy shall be maintained within 02 decimetre or 0.1d (Depth) whichever is bigger. Position and levels shall be related to the specified Grid and Datum and shall be normally be related to the centre of metallic pipes or cables.

1.4 Soil resistivity test and other soil investigation and report preparation:

The scope of work for the geotechnical consultancy services of the project are summarized as follows:

- a. Soil boring, field testing and carrying out sufficient in-situ testing and sampling.
- b. Laboratory testing of obtained samples to determine the properties of the subsoil.

1.4.1 Boring and Sampling

- a. The boreholes will be made by the rotary drilling machine.
- b. Undisturbed sample will be taken in the soft and medium clay at 1.0, 2.0 and 3.0 m depth sand at 1.5 m intervals thereafter using a thin-walled sampler with dimensions conforming to standard sampling tubes specification (ASTM D 1587).
- c. Disturbed samples for very stiff clay to hard clay layer will be collected during Standard Penetration testing at 1.5 m intervals. (ASTM D 1586).
- d. The borings shall be drilled vertically through soil approximately 30 meters deep or stop in firm layer when SPT N-value is greater than 50 blows/ft.
- e. Accuracy of bore hole position will be not more than 2.0 m. in horizontal direction and 0.20 in vertical direction.

1.4.2 Groundwater Measurement

Groundwater is one element that affects in the stability and foundation analyses. The groundwater level was measured 24 hours after completion of the borehole. However, the low permeability of the soil will mean that the water level in the borehole is controlled more by drilling fluid rather than by the ground water itself. Significant fluctuations in the location of ground water table should be anticipated throughout the year, depending upon the amount of precipitation, evaporation and surface runoff.

1.5 Odometer Test /Consolidation test (Provisional)

In case of soft clay layer has been encountered, 1 undisturbed sample will be collected from mid layer of soft clay for Odometer test.

Odometer tests will be conducted (ASTM D 2435) to determine the rate and magnitude of consolidation of a laterally restrained soil specimen which is axially loaded in increments of constant stress until the excess pore water pressures have dissipated for each increment. Each load increment is maintained for at least 24 hours. The test is generally carried out on undisturbed cohesive specimens.

1.6 Ground Water Analysis

The bored hole shall be drilled at depth approximate 3 m. without Bentonite and leave it 7 days for collecting underground water to do water analysis test.

1.7 OTHER DETAIL SURVEY

The following shall be as per requirement and as per issuance of Advice by the Company.

1.7.1 SOIL STRATIFICATION SURVEY:

The specifications covers the corrosion survey including measurement of soil resistivity chemical analysis of soil/ water and other Cathodic Protection related data collection along Right of Use (ROU) of the proposed pipeline.

1.7.1.1 Laboratory Testing

Geotechnical laboratory tests will be performed on the soil samples to classify soil and to determine their engineering characteristics. All laboratory tests will be conducted in accordance with ASTM Standards. The soils will be also classified based on the Unified Soil Classification System (USCS).

1.7.1.2 Waterberg Limits

Waterberg limits will be determined (ASTM D 4318) on representative soil samples of cohesive soils. The Waterberg limits refer to arbitrarily defined boundaries between the liquid and plastic states, and between the plastic and brittle states of grained soils, expressed as water content, in percentage. The liquid limit is the water content at which a part of soil placed in a standard cup, cut by a standard grooving tool, will flow together at the base of the groove when the cup is subjected to 25 standard shocks. The one-point liquid limit test is usually carried out and distilled water may be added during soil mixing to achieve a desired consistency.

1.7.1.3 Particle Size Analysis

Particle size analysis will be performed by means of sieving (ASTM D 422). For oven-dry materials, sieving is carried out for particles that are being retained on a 0.063 mm sieve. In sieve analysis, the mass of soil retained on each sieve is determined and expressed as a percentage of the total mass of the sample. The particle size is plotted on a logarithmic scale so that two soils having the same degree of uniformity are represented by curves of the distribution plot. The Hydrometer analysis is based on the principle of sedimentation of soil grains in water. When a soil specimen is dispersed in water, the particles settle at different velocities, depending on their shape, size, and weight. For simplicity, it is assumed that soil particles are spheres and the velocity of soil particles can be express by Stokes' law.

1.7.1.4 Unit Weight and Water Content Determination

As a routine laboratory test, unit weights of soils will be determined based on the mass of soil in a standard volume steel cylinder with cutting edge. The unit weight refers to the unit weight of the soil at the sampled water content. The dry unit weight is determined from the mass and the water content of the specimen. Water content (ASTM D 2216) is determined by oven-drying a moist/wet soil at a constant temperature of 105 °C for 18 - 24 hours. The difference in mass before and after drying is used as the mass of water in the specimen, while the mass of remaining material is used as the mass of solid particles. The ratio between the mass of water and the mass of solid particles is the water content of the soil material

1.7.2 CORROSION/SOIL RESISTIVITY & CHEMICAL ANALYSIS SURVEY:

The purpose of this test is to investigate for the need of cathode protection and to have data necessary for the design of an adequate grounding system. The Soil Resistivity measurement shall be carried out in accordance with IEEE 81 standard "Guide for Measuring Earth Resistivity, Ground Impedance and Earth Surface Potentials of a Ground System". The measurement shall be done using Wenner Four Points Method with equal test rods spacing.

The rectangular grid shall be drawn for the testing areas with mesh spacing at approximately 5-10 m. The measurement shall be made at every intersection point of grid lines. The measurement at any point shall be done for two directions, one from the measured point along the direction from east to west and another shall be from the measured point along the direction from north to south. The measurement at any point shall consist of the measured

data at the varying space between test rods for the following distance; 0.5, 1.0, 2.0, 3.0, 4.0, 5.0 m. For each area of measurement, the results of measurement shall be shown in the table for each point of measurement for each direction and every designated space of measurement. The measured resistivity data shall be averaged for each of the same spacing of measured data. The overall averaged resistivity of each area shall also be reported.

1.7.3 POPULATION DENSITY INDEX SURVEY

GPS based population density data shall be collected along entire pipeline route for a corridor extending 200 m on either side of the ROU boundary and for ROU width. Shape file (.shp file) to be made for collected data.

- a. The population density data shall be marked in the Planimetry (location of dwelling, buildings, public places/facilities where more than 20 people assemble and multiple story buildings etc.) portion of the alignment sheets.
- b. Facility/locations where 20 or more persons are assemble during normal use (viz. school, hospital, factory etc.) shall also be clearly indicated with corresponding changes.
- c. Dwelling/facilities located within 15 m of the proposed pipeline route centreline shall also be collected and reported.
- d. Population Density details shall be prepared and presented in enclosed format and in shape file (.shp file).

1.8 Report

Confirmed Preliminary Report findings along with the remainder of test results are to be submitted in a Final Report. The Final Report shall include but not limited to:

- a. Results of all of the above mentioned tests.
- b. Underground water level and borehole elevation.
- c. Licensed engineer sign up responsible for the report

1.9 Finalisation of drawing of the pipeline route:

After completion of all survey process and with the help of the collected data it has to finalize the details draft drawing in AutoCAD and GIS format and after checking from the authority and after incorporate there valuable suggestion or modification (if required) make the final drawing. All maps and drawing shall be made on standard formats furnished by the Company. The drawing shall also contain details of road, streets, Highway, structures, all type of crossing, terrain, surface vegetation and all other details which will be required for the purpose of the design.

1.10 Collection of cadastral map, geo referencing, superimpose with survey corridor:

The Service provider will be responsible to collect the cadastral map from the respective department and after proper geo referencing; the cadastral map is to be superimposed behind the final alignment of the pipe line route covering 50 m of either side of centre line of pipeline route.

1.11 Preparation of land schedule and collection of ROU/ data from respective department:

The objective of the cadastral survey is to identify the ownership and land use details, collect data/all others details sufficient for acquisition of ROU under the P&MP act of Govt. of India.

The Service provider shall carry out the details Cadastral Survey along with the pipeline route covering 50m of either side of centreline of pipeline route. The Service provider will responsible to collect the ROR data from the respective department and preparation of Land Schedule along with the pipeline route covering 50m of either side of centreline of pipeline route.

2.0 PART- B: ACQUISITION OF ROU OF LAND FOR PIPE TRACK UNDER P&MP ACT, 1962

It shall be Contractors total responsibility to acquire ROU and Statutory Permissions, on behalf of Oil India Limited for laying Pipeline Network along the pipeline corridor as per the Schedule of Work.

Contract shall provide assistance & facilitate services in the following activities in close co-ordination and full association with Competent Authority in acquiring ROU under P&MP Act, 1962. It may be noted that these activities are only indicative and the Contractor shall have to provide/carry out all services whatsoever required in achieving the objective of acquiring the ROU. Accordingly, the Contractor's responsibility shall include, but not limited to the stipulations hereunder.

- 2.1 Collection of certified Cadastral maps, Chitha Records and other relevant land documents from concerned Govt. Authorities.
- 2.2 Preparation & plotting of the approved pipeline route on cadastral maps as per standard scale or as specified elsewhere and marking on them the intermediate points and turning points of the surveyed route as staked on ground as well as preparation of detailed field book and computation of the area for each plot coming within the limits of the ROU corridor.
- 2.3 Collection of certified Jamabandi (Records of Right) from concerned Govt. Authorities against each involved plots and plots falling within the limits of the ROU and identification of the stakeholders i.e. landowners, occupiers etc. thereof.
- 2.4 Collection of details of interim mutation and other interim corrections/updates, if any, from the concerned Govt. Authority and facilitating Authorities for incorporation of the same in the certified Jamabandi collected as above.
- 2.5 Submission of ROU application with all requisite documents to the Competent Authority for grant of ROU for the Company's approved pipe line route under P&MP Act, 1962.
- 2.6 Carrying out joint field verification cum measurement survey of the pipe line route along with Competent Authority, Company and others as necessary.
- 2.7 Preparation of land schedule as prescribed in P&MP Act 1962 for publication of the notification in the Gazette of India u/s 3(1) as per provisions of the said Act as permitted by Ministry of Petroleum and Natural Gas (MoP&NG), Government of India (GoI), for lands including and belonging to the Central or State Government or Municipality and other Local Authorities.
- 2.8 Ensure expeditious publication of the notification in the Gazette of India u/s 3(1) of P&MP Act, 1962 within the time frame.
- 2.9 Ensure newspaper publication of Gazette Notification u/s 3(1) in local newspaper(s) as prescribed in P&MP Act, 1962.
- 2.10 Comparing the published notification u/s 3(1) with the manuscript sent to the Ministry of Petroleum and Natural Gas (MoP&NG) by the Competent Authority & preparation of Erratum/Corrigendum/Addendum in language(s) as required in respect of the identified mistakes, errors etc. in the published notification u/s 3(1).
- 2.11 Ensure expeditious publication of Gazette Notification & Erratum/Corrigendum/ Addendum of Gazette notification (if any) under section 3(1) in local newspaper(s) as prescribed in P&MP Act, 1962.
- 2.12 Preliminary identification of landowners (As shown in Revenue records as the owner of the land on the date of the notification and to be identified/verified with the help of concerned persons/authorities as advised by Competent Authority) and preparation of notices u/s 3(1) as prescribed in P&MP Act 1962 for serving on individual landowners.

- 2.13 Affixing copy of the published Gazette Notification and Erratum/Corrigendum/ Addendum of Gazette notification (if any) u/s 3(1), at places as prescribed in P&MP Act 1962. A report of such service shall be submitted by the Contractor to the Competent Authority.
- 2.14 Provide information to the public (village wise) about the process of ROU acquisition of land as per the requirements of the P&MP Act, 1962 and as per directions of the Competent Authority.
- 2.15 Serving of Notices u/s 3(1) on individual land owners in English and Local language and obtaining appropriate acknowledgement thereof and submission of the same to the Competent Authority.
- 2.16 Facilitating hearing of objections filed by the land owners upon serving of notices u/s 3(1) by the Competent Authority including and not limited to providing logistics and others as necessary.
- 2.17 Facilitating disposal of the above objections by the Competent Authority.
- 2.18 Preparation of land schedule for publication of the declaration in the Gazette of India u/s 6(1) and ensure expeditious publication of the same in the Gazette of India u/s 6(1) of P&MP Act, 1962.
- 2.19 Ensure newspaper publication of declaration of Gazette Notification u/s 6(1) in local newspaper(s) as prescribed in P&MP Act, 1962.
- 2.20 Comparing the published notification u/s 6(1) with the manuscript sent to the Ministry of Petroleum and Natural Gas (MoP&NG) by the Competent Authority and preparation of Erratum/Corrigendum/Addendum in language(s) as required in respect of the identified mistakes, errors etc. in the published notification u/s 6(1) .
- 2.21 Ensure expeditious publication of Gazette Notification & Erratum/Corrigendum/ Addendum of Gazette notification (if any) under section 6(1) in local newspaper(s) as prescribed in P&MP Act, 1962.
- 2.22 Affixing copy of the published Gazette Notification and Erratum/Corrigendum/ Addendum of Gazette notification (if any) u/s 6(1), at places as prescribed in P&MP Act 1962. A report of such service shall be submitted by the Contractor to the Competent Authority.
- 2.23 Preparation of notice u/s 6(1) and serving of the same on individual land owners together with obtaining acknowledgement thereof and submission of the same to the Competent Authority.
- 2.24 Ensure entry of Gazette notification u/s 6(1) in the Revenue records including original Jamabandi of the concerned plot number and obtaining a certified copy of the same in support thereof.
- 2.25 Purchase of published Gazette copies (three sets) in respect of all Gazette Notification under P&MP Act 1962.
- 2.26 Ascertain from Revenue records of concerned Circle Offices, the details in respect of each plot as to whether the same is under cultivation or being used by the owner himself or by somebody else.
- 2.27 Carrying out field verification in acquired ROU to record all the crops, vegetation, structures etc. under each land owner.
- 2.28 Collection of value of Zirats falling within ROU corridor and respective Land Value/ Zonal Value rate for various categories of land from concerned Govt. Authorities, as directed by the Competent Authority.

- 2.29 Preparation and computation of land value compensation and zirat compensation of the land owners and serving of compensation notices to the individual landowner & obtaining acknowledgement thereof.
- 2.30 Preparation of award of ROU.
- 2.31 Disbursement of land compensation, compensation for standing Zirats etc. to the landowners including serving of notices etc.
- 2.32 Handing over of ROU corridor to the Company/Pipe Laying Contractor and field verification of field boundary points, pillars, trenching for each of the plots with respect to the ROU Corridor.
- 2.33 Delivery of drawings to Company for each of the plots indicating the field bunds of respective revenue plots with respect to ROU centre line.
- 2.34 The database of the land records collected from various authorities shall be generated in a software package as per requirement of the State/Central Government and shall include all such details as may be necessary for calculation of compensation against land & crops.
- 2.35 Obtaining of permission from concerned Statutory Authorities/Bodies for crossing of Railway/National Highway/State Highway/River/ Water canals/ other pipeline crossing & utilities etc. On request from Contractor, Company shall issue necessary applications/recommendatory letters, if required, in obtaining such permissions. It shall be the responsibility of the Contractor to follow up and get necessary permission from concerned Authorities/bodies.
- 2.36 Submission of application (hard copy as well as online) & obtaining necessary statutory permission/clearances/approvals etc. under the Forest Conservation Act, 1980 from MoEF&CC as necessary. Company shall issue/provide necessary letters, documents, etc. required for obtaining such permissions/clearances/approvals. It shall be the responsibility of the Contractor to follow up in getting the necessary permissions/clearances/approvals from concerned authorities.
- 2.37 All notices to individual landowners (after Gazette notification under section 3(1) & 6(1) of P&MP Act 1962) and related other summons/ orders shall essentially be served personally by the Contractor on behalf of the Competent Authority. In cases where personal delivery of the notices is not possible due to very specific and convincing reasons, the notices of this category may be served by registered post with acknowledgement due. A copy of such notices shall be affixed on the notice board of the Competent Authority's office and at any other places as advised by the Competent Authority.
- 2.38 Any other services and facilities, not specifically mentioned hereinabove or elsewhere in this document but are contingent in nature and are essentially required for efficient and expeditious completion of the job and for discharging the responsibility of the Competent Authority as per the requirement of P&MP Act, 1962 shall be provided by the Contractor at no extra cost to the Company.
- 2.39 At river/major water course crossings, an additional ROW strip of 15 metre x 100 metre on either side of the crossing width shall be acquired as per the direction of the Company.
- 2.40 If any diversion is required to be done in the ROU route, detour survey and cadastral survey of the diverted route shall be carried out along with its incorporation in the village maps/LIS & GIS and in ROU, detour route shall also be established, as per the procedures given above. For any re-routing of the pipe line corridor, the same shall be carried out afresh as per advice of the Company at the same rate and terms & conditions for respective activities.

3.0 PART - C: PROCUREMENT OF LAND BY DIRECT PURCHASE THROUGH BIPARTITE SETTLEMENT PROCEDURE OF OIL

Contractor shall carry out the following jobs as mentioned below in acquiring the land through Bipartite Settlement for the pipe line corridor, installations, locations, projects etc. as per the Schedule of Work.

- 3.1 Facilitate Company in identifying the land for flow lines/pipe tracks/installations/ locations etc. as per Company's requirement and provide final surveyed and demarcated approved land map prepared as per Part A in such numbers as may be required by the Company.
- 3.2 Collect & provide certified revenue record viz. Chitha copy, cadastral map, etc. pertaining to the land proposed to be acquired.
- 3.3 Carry out negotiations with the landowners/occupiers to purchase the land as per rates fixed by the concerned District Authority and to obtain their written consent and submit to the Company.
- 3.4 Carry out demarcations of the proposed area as per approved land map and to carry out individual plot measurement in presence of individual occupiers/pattadars & Company's representatives with the help of Village Headman (Sarkari Gaon Burah)/Ward Member and other competent person/authority. To provide plot measurement, category of land and field map in scale matching with the relevant cadastral map.
- 3.5 Prepare and provide a statement duly certified by Village Headman (Sarkari Gaon Burah)/Ward Member and other competent person/authority showing the occupiers and landowners in each plot of land and their relations, if any. Provide consent/NOC/Agreement in between occupiers & landowners duly witnessed by Village Headman (Sarkari Gaon Burah)/Ward Member and other persons as advised by the Competent Authority.
- 3.6 Prepare and provide a duly certified Statement/Land Chart, Cadastral Map, Chitha copies from the concerned Revenue Authority showing the Dag No., Patta No., class of land, area involved and also provide a separate statement mentioning name of occupiers against each plot of land duly endorsed by Village Headman (Sarkari Gaon Burah)/ Ward Member.
- 3.7 In case Government land is involved, arranging applications along with relevant revenue records to the concerned Govt. Authorities and obtaining permissions including execution of agreements with occupiers, if any.
- 3.8 Obtaining of permission from concerned Statutory Authorities/Bodies for crossing of Railway/National Highway/State Highway/River/ Water canals/ other pipeline crossing & utilities etc. On request from Contractor, Company shall issue necessary applications/recommendatory letters, if required, in obtaining such permissions. It shall be the responsibility of the Contractor to follow up and get necessary permission from concerned authorities/bodies.
- 3.9 Submission of application (hard copy as well as online) & obtaining necessary statutory permission/clearances/approvals etc. under the Forest Conservation Act, 1980 from the MoEF&CC as necessary. Company shall issue/provide necessary letters, documents, etc. required for obtaining such permissions/clearances/approvals. It shall be the responsibility of the Contractor to follow up in getting the necessary permissions/clearances/approvals from concerned authorities.
- 3.10 Provide assistance to landowners to get their land mutated in their names for onward transfer of their land to the Company.
- 3.11 Collection of details of interim mutation and other interim corrections/updates, if any, from the Revenue Offices and incorporation of the same in the certified Jamabandi collected/prepared in the scope herein defined above.

- 3.12 Collect and provide amended Land Chart wherever necessary from the concerned Revenue Authority.
- 3.13 Arranging& preparation of complete documents, drawings required for filing of all necessary applications as well as submission to respective Govt. Authority.
- 3.14 Collect and provide No Objection Certificate (NOC) from the Competent Authority/Authorities e.g. Municipality/Development Authority etc. for obtaining Land Sale Permission from Govt. Authority.
- 3.15 Collect and submit to the Company all requisite land documents from individual pattadars/Tea Estates for verification of title, applying joint application for obtaining Land Sale Permission and obtaining the same.
- 3.16 Facilitate and assist in carrying out joint assessment/enumeration of surface compensation as per the Company's prescribed norms & to obtain written consent along with bank details from each beneficiary to accept the surface compensation amount and submit the same to the Company.
- 3.17 Facilitate in disbursing payment of Surface Compensation, Land Value payments, Solatium on Surface Compensation & Land Value, Rehabilitation Grant as applicable as per Company's policy to the landowners/occupiers and obtain agreement/ acknowledgement/receipt thereof.
- 3.18 Carry out demarcation, pillaring, trenching (if required) etc. of the pipe line route/ installation/ location etc. as per the approved land map prior to giving possession of the land.
- 3.19 Facilitate in handing over peaceful and unencumbered possession of entire land to the Company/Pipe Laying Contractor on full payment of surface compensation and signing of agreements/deeds with landowners/ occupiers.
- 3.20 Facilitate execution of Sale Deed and Agreement to Sell with pattadars and Tea Estates respectively and provide certified / original copies of the same to the Company.
- 3.21 Provide assistance in filing mutation applications after execution of registered Sale Deeds.
- 3.22 Any other services and facilities, not specifically mentioned hereinabove or elsewhere in this document but are contingent in nature and are essentially required for efficient and expeditious completion of the job for procurement of the land shall be provided by the Contractor at no extra cost to the Company.

4.0 DRAWINGS AND DOCUMENTATIONS

The work shall be carried out as per drawings / specifications issued / approved by the Company during the course of execution of work. Detail drawings (wherever required) on the basis of which actual execution of work is to proceed will be prepared by the Contractor and shall submit those detailed drawings/documents along with originals for Company's approval before start of work. The database of the land records collected from various authorities shall be generated in a software package as per requirement of the State/Central Government and shall include all such details as may be necessary for calculation of compensation against land & crops.

The documents which are mentioned in the following tabulation shall be submitted to the Company as per quantity & format specified therein. However, the same is exclusive of any such document(s) required to be submitted to the Competent Authority & other concerned authorities.

Sr.No.	Drawings/Documents (Colour print only)	No. of copies	Remark
1	Alignment Sheets	4	-
2	Crossing Drawings	4	Drawing containing Key Map with details facilitating locating Crossings at site
3	Route Map		
3.1	In the Scale of 1:50,000 or 1:25,000	4	-
3.2	Overall Route Map in the Scale of 1:1,00,000 or 1:2,50,000	4	-
4	Cadastral Drawings (Village-wise of each of the following)		
4.1	Revenue Map	3 (1 original & 2 copies)	As received from Revenue Authority with ROU marked on it
4.2	Digitised Village Map	3 (In colour)	Different colour schemes for Centreline and ROU Width.
4.3	Latest Ownership details with land quantum, Dag No., Patta No., etc.	3	-
5	Soil Resistivity / Corrosion Survey Report	4	-
6	Reconnaissance Survey Report	3	-
7	Detail Engineering Survey Report	4	-
8	Cadastral Survey Report	3	-
9	GIS/LIS Package	2 in CD / DVD	-

5.0 Company's Scope and Obligations in above shall be limited to the following –

- a. Signing all letter / application to be made to statutory authorities as necessary and providing necessary record, drawings etc. and details of the facilities related to the project if required by various authorities and answering related queries.
- b. Payment of statutory fees etc. (if any) / deposits directly to the concerned Dept. / Authority as per their demand note.
- c. Payment of the compensations against cost of the land & surface assets, as awarded by the Collector / State Government/Competent Authority under P&MP Act 1962.
- d. Payment of Surface Compensation, Land Value, Solatium on Surface Compensation & Land Value, Rehabilitation Grant as applicable as per Company's policy, in case of land acquisition through bipartite settlement, to land owners/ occupiers through Cheque/ RTGS/ IFSC/ Bank transfer etc.

6.0 OTHERS:

6.1 SITE VISIT AND AWARENESS OF LOCAL CONDITIONS:

- 6.1.1 The Contractor shall be deemed to have visited the site and familiarise itself thoroughly with the working conditions and the site conditions such as climate, windfall, housing, availability of local labourer, materials etc. before submitting the bid. Non-familiarisation with the site

condition shall not be considered a reason either for extra claims or time extension or not carrying out the work in strict compliance with the specifications.

- 6.1.2 It shall be deemed that the Contractor are well acquainted with the nature of work and implications involved in performing the above activities including collection of the required input data from the concerned offices of Revenue Department(s). The price offer of the Contractor against this work shall be inclusive of all the expenses to be incurred by them for all the contingencies involved in delivering and discharging the scope of work.
- 6.2 Requisite stationary, office equipment, printing facilities for the formats/documents as required at all the stages of the work, including expenses towards postage/courier, logistics, light refreshment etc. for the Govt. Authority, pattadars, occupiers, etc. as necessary shall be provided by the Contractor.
- 6.3 The Contractor shall set up an office in & around Duliajan and manned the said office by competent personnel for ease of liaising with Company, Competent Authority, other competent authorities, pattadars/occupiers, etc. Office address, name & contact number of such office and personnel shall be submitted to the Company before start of works.

7.0 SCHEDULE OF EXECUTION

The total quantum of jobs to be carried out under this contract as defined herein above in Section-I of this Part-III (SCC) as well as to be defined hereunder in Section-II of this same Part-III (SCC) shall be carried out in 2(two) phases i.e. Phase-I & Phase-II. The total contractual period for Phase-I & Phase-II combine shall be 36 months from the date of issuance of LOI/LOA (18months + 18months). While Phase-I shall start immediately on the date of issuance of LOI/LOA and shall be for a period of 18 months, the Phase-II normally will start after completion of Phase-I. However, based on job requirement, the Phase-II may start at any time during the tenure of the Phase-I i.e. during the first 18 months of the contract itself and Company shall issue works advice(s) accordingly for start of work under Phase-II. The total contractual period, however, shall remain unchanged at 3 years and the Phase-I must be completed within the time frame (within 18 months) from the date of issuance of LOI/LOA as stipulated elsewhere in this document.

The quantum of jobs under Phase-I & Phase-II is as under.

Phase - I		
SL. No.	Particulars	Quantity
1	Survey & acquisition of ROU(s) under P&MP Act 1962	50 Km
2	Survey & outright purchase of land for flow line(s)	15 Km
3	Survey & outright purchase of land for installation(s), location(s), etc.	15 Ha

Phase - II		
SL. No.	Particulars	Quantity
1	Survey & acquisition of ROU(s) under P&MP Act 1962	25 Km
2	Survey & outright purchase of land for flow line(s)	15 Km
3	Survey & outright purchase of land for installation(s), location(s), etc.	5 Ha

THE ABOVE QUANTUM OF JOB INDICATED UNDER EACH PHASE ARE INDICATIVE ONLY. THE SAME MAY BE REAPPORTIONED AS PER REQUIREMENT AND AT THE DISCRETION OF THE COMPANY.

SECTION – II**1.0 TIME SCHEDULE/ COMPLETION PERIOD [Refer to Section-1 of Part-III (SCC) for job details]**

1.1 The time schedule for the activities to be executed under Phase-I & Phase-II is as under:

Phase - I		
Sl. No	Job description	Time schedule for completion
1	Survey & acquisition of ROU(s) under P&MP Act 1962	15 months from the date of issuance of LOI/LOA
2	Survey & outright purchase of land for flow line(s)	6 months from the date of issuance of LOI/LOA
3	Survey & outright purchase of land for installation(s)/ location(s).	4 months from the date of issuance of Advice by Company

Note: Above time schedule is inclusive of all statutory clearances& permissions viz; clearances & permissions for crossing National Highway, State Highway, River, Railways etc. except Forest Clearance, which is to be completed within 15 months from the date of issuance of LOI/LOA.

Phase - II		
Sl. No	Job description	Time schedule for completion
1	Survey & opening of each ROU under P&MP Act 1962	15 months from the date of issuance of Advice by Company
2	a. Survey & outright purchase of land for each flow line up to 5 Km	6 months from the date of issuance of Advice by Company
	b. Survey & outright purchase of land for each flow line up to 10 Km	9 months from the date of issuance of Advice by Company
	c. Survey & outright purchase of land for each flow line up to 20 Km	12 months from the date of issuance of Advice by Company
	d. Survey & outright purchase of land for each flow line up to 40 Km	18 months from the date of issuance of Advice by Company
3	a. Survey & outright purchase of land for each installation/drilling location up to 5 ha	6 months from the date of issuance of Advice by Company
	b. Survey & outright purchase of land for each installation/drilling location up to 15 ha	9 months from the date of issuance of Advice by Company

Note:

- (On item No. 1 of Phase II): In case of single ROU length under P&MP Act 1962 is more than 25 Km, additional time period will be allowable on pro-rata-basis.
- (On item No. 2 (d) of Phase II): In case of single flow line length is more than 15 Km, additional time period will be allowable on pro-rata-basis of time schedule in 2(d).
- (On item No. 3(b) of Phase II): In case of each installation/ drilling location of more than 5 hectares of area, additional time period will be allowable of 1 month for each additional hectare or part thereof.
- Above time schedule is inclusive of all statutory clearances/ permissions, viz; National Highway, State Highway, River crossing, Railways etc. except Forest Clearance, which is to be completed within 15 months from the date of issuance of Advice by the Company.

- 1.2 The opening of each ROU shall be completed within 30 days of publication of Gazette notification u/s 6(1) of P&MP Act OR within 30 days of the written directive of the Company, whichever is later. Company may decide to delay opening of ROU even after acquiring the same u/s 6(1) of P&MP Act in order to match with the schedule of pipe line laying which is being executed through separate contract, but Company shall not delay the opening of ROU beyond the contractual period of the Contract.
- 1.3 A programme of execution of work shall be prepared by the Contractor in consultation with the Company before starting of the job.
- 1.4 Contractor shall submit a job progress report in accordance to overall completion period on monthly/weekly/as per requirement of the Company. The Contractor shall scrupulously adhere to the agreed schedule by deploying adequate resources so as to complete the work in time. Based on job requirement, Contractor may have to carry out simultaneous work execution for different pipe lines / projects. Accordingly, Contractor shall deploy adequate resources to complete the job as per schedule.
- 2.0 **The width of pipe track under acquisition of ROU as well as under outright purchase of land under Part-(B)&(C) of Section-I of Part-III (SCC) of this document is 15(fifteen) meter throughout the length. However, in the event of change of width from 15m (i.e more or less than 15 m) in any part of the pipe track as per direction and acceptance of the Company, the total effective length (km) of the pipe track for which service has been rendered shall be calculated based on pro-rata calculation of total quanta of land involved in the said pipe track vis-à-vis land involved in a 15m pipe track for the purpose of payment to the Contractor.**
- 3.0 **INSPECTION OF WORKS & TESTING:**
- Company reserves the right to inspect the job carried out by Contractor at any point of time. The survey equipment like DGPS, GPS, Total Stations etc. have to be of standard make with adequate accuracy and with latest calibration certification. Company also reserves the right to check the calibration / work worthiness of any equipment related to survey and other jobs at any point of time as it deemed fit and necessary. Any equipment not found suitable shall have to be replaced with desired quality equipment as instructed by the Company.
- 4.0 **RESOURCES AND SITE ORGANIZATION:**
- 4.1 It shall be the Contractor's sole responsibility to provide adequate manpower as well as adequate equipment, software, hardware, stationeries, tools and tackles required for execution of the job within the time schedule.
- 4.2 Company shall not be responsible for any damage/loss to the Contractor for above man & materials.
- 5.0 **HEALTH, SAFETY AND ENVIRONMENT (HSE):**
- 5.1 The Contractor, during the entire duration of the contract, shall adhere to requirement of Health, Safety and Environment (HSE) of the Company as stipulated elsewhere in this contract document.
- 5.2 In certain locations like Oil/ Gas/ Effluent processing plants or Oil wells, the work may have to be carried out in restricted conditions and the Contractor shall have to carry out such work without any extra payment as per the instructions of the Company ensuring and complying with all safety regulations & requirements.
- 6.0 **COMPLETION DOCUMENTS:**

Contractor shall submit the documents as listed in Scope of Work and technical specifications as a part of completion document in proper format as well as provide in proper media.

7.0 DEFECT LIABILITY PERIOD:

7.1 The defect liability period shall be 12 months from the actual completion of work. If during this period any defect, wrong report, shortcomings is observed/occur, the same shall be made good by the Contractor at his own cost. Failure to comply with this requirement may result in the forfeiture of security deposit.

7.2 Contractor to identify each & every Protected / Reserved, National Park / Sanctuary & Eco-Sensitive Zone en-route pipeline(s) / flow line(s). In case of failure by the Contractor of the same, deduction in each case shall be made as mentioned/referred in Schedule of Rates.

8.0 SUSPENSION ON ACCOUNT OF WEATHER CONDITIONS:

The Contractor shall not be entitled to any compensation including time schedule whatsoever by the reason of suspension necessary or deemed advisable on account of weather conditions, rains etc. and accordingly, Contractor shall have to plan their work schedule for completion of the intended jobs within the time frame.

9.0 CONFIDENTIALITY AND PROTECTION OF DATA:

The Contractor shall be responsible for protection of all data acquired by them. Contractor shall not, without Company's prior written consent, disclose any specification, plan, drawing, sample or information etc. pertaining to the job involved to any third party.

10.0 PROHIBITION OF SUBCONTRACT:

The Contractor shall not lease or subcontract whole or any part of the contract to anybody/any third party(s).

11.0 PAYMENT TERMS:

- i) 70% payment against item at Sl. No. 10 to 120 of SOQ shall be released on completion of respective jobs/services.
- ii) 70% payment against item at Sl. No. 130, 140, 150, 160, 170 will be released on receipt of clearance/permission.

Balance payment shall be released on completion of Contract.

- End of Part-III (SCC) -

**To,
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN-786602**

SUB: SAFETY MEASURES

Description of work/service: Hiring of services for acquisition of ROU for pipe tracks under P&MP Act as well as outright purchase of land, including allied civil survey jobs, in company's operational areas in the state of Assam & Arunachal Pradesh for a period of 03 (Three) years with a provision for extension.

Sir,

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

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

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

i) _____

ii) _____

iii) _____

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

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

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

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

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

g) We shall abide by the following HSE (Health, Safety & Environmental) POINTS:

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

1. It will be solely the Contractor's responsibility to 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.

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

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

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

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

7. All persons deployed by the contractor for working in a 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. The contractor shall submit to DGMS returns 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.

9. 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. 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.

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

13. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
14. 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.
15. 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.
16. 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.
17. To arrange daily tool box meeting and regular site safety meetings and maintain records.
18. 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. 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.
20. 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.
21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
22. 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.
23. 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.
24. The contractor should prevent the frequent change of his contractual employees as far as practicable.
25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
26. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

(Seal)

Yours Faithfully,

Date_____

M/s._____
FOR & ON BEHALF OF CONTRACTOR

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 **"Hiring of services for acquisition of ROU for pipe tracks under P&MP Act as well as outright purchase of land, including allied civil survey jobs, in company's operational areas in the state of Assam & Arunachal Pradesh for a period of 03 (Three) years with a provision for extension."**

(IFB No. CDI6007P18)

The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 - Commitments of the Principal

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

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

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section: 2 - Commitments of the Bidder/Contractor

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

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9 - Pact Duration whichever is later.** Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

Section 4 - Compensation for Damages

- (1)** If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.
- (2)** If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
- (3)** The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

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

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

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

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

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

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

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

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

Section: 8 - External Independent Monitor/Monitors

(1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

(3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

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

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

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

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

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

Section: 9 - Pact Duration

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

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

Section: 10 - Other provisions

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

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

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

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

.....
For the Principal

.....
For the Bidder/Contractor

Place:

Witness 1:

Date:

Witness 2:

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

YEAR	TURN OVER In INR (Rs.) Crores	NET WORTH In INR (Rs.) Crores

Place:

Date:

Seal:

Membership Code & Registration No.:

Signature

BID FORM

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

Sub: IFB No. CDI6007P18

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of _____ **"NOT TO BE QUOTED HERE"** (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 7.5% ~~(initial security deposit along with acceptance of contract is to be deposited for 2.5% and remaining 5% is to be recovered from running account bill) /~~ 10% of annualized contract value in case of contract is more than 1 year / ~~10% of contract value in case of contract is equal to or less than 1 year~~ for the due performance of the Contract.

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

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

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

Dated this _____ day of _____ 20__.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

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

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

Signature of Bidder: _____

Name: _____

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 Non-Compliance**” in the above Proforma is left blank (or not submitted along with the Bid), then it would be constructed that the bidder has not taken any exception/deviation to the IFB requirements.

LETTER OF AUTHORITY FOR ATTENDING BID OPENING

TO
CGM – CONTRACTS
OIL INDIA LIMITED
P.O. Duliajan - 786 602
Assam, India

Sir,

Sub: OIL's IFB No. CDI6007P18

I / We _____ confirm that Mr. _____ (Name and address) as authorized to represent us during bid opening on our behalf with you against IFB Invitation No. **CDI6007P18** for **“Hiring of services for acquisition of ROU for pipe tracks under P&MP Act as well as outright purchase of land, including allied civil survey jobs, in company’s operational areas in the state of Assam & Arunachal Pradesh for a period of 03 (Three) years with a provision for extension.”**

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

Yours Faithfully,

Authorised Person’s Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

DETAILS OF BIDDER
(WHEREVER APPLICABLE, TO BE FILLED BY THE BIDDER)

a.	<u>Name of the Bidder / Firm:</u>		
b.	<u>Registered postal address with PIN code:</u>		
c.	<u>Telephone No:</u>		
d.	<u>Mobile No:</u>		
e.	<u>E-mail ID:</u>		
f.	<u>Fax No:</u>		
g.	<u>Contact Person:</u>		
h.	<u>Contact person's contact No:</u>		
i.	<u>PAN No:</u>		
j.	<u>Bidder's Bank details:</u>	Name: Address: A/c Type: A/c No.: IFSC/RTGS Code: NEFT Code:	
k.	<u>EMD / Bid Security Details:</u>		
	EMD / Bid Security Deposited vide: (Tick ✓ whichever is applicable)	ONLINE PAYMENT	BANK GUARANTEE (BG)
	EMD Instrument No. & Date:		
	Validity of BG: (If EMD submitted vide BG)		
	Name & Address of EMD issuing Bank / Branch (only in case of EMD submitted in the form of BG)		
l.	<u>GST Regn. No.</u> (If not available then to be submitted on issuance of LOA)		
m.	PF code no. (Or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder)		
n.	Vendor code with OIL (if available)		

Signature: _____

Name in Block letters _____

For M/S. _____

**STANDARD FORMAT OF PERFORMANCE SECURITY (BANK GUARANTEE)
(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING PERFORMANCE
SECURITY IN THE FORM OF BANK GUARANTEE AFTER ISSUE OF LOA)**

To,
M/s. OIL INDIA LIMITED,
CONTRACTS DEPARTMENT
DULIAJAN, ASSAM, INDIA, PIN - 786 602.

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

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

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

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

This guarantee is valid until the _____ day of _____

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date

Place _____

Note:

The Bank Guarantee issuing bank branch must ensure the following:

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

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

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602.

FORM OF BID SECURITY (BANK GUARANTEE)

To:

M/s. OIL INDIA LIMITED,
CONTRACTS DEPARTMENT,
DULIAJAN, ASSAM, INDIA, PIN - 786 602.

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

SEALED with the said Bank this ____ day of _____ 20_____.

THE CONDITIONS of these obligations are:

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

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

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

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

A. Issuing Bank:

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

B. Controlling Office:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

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

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

Note:

The Bank Guarantee issuing bank branch must ensure the following:

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

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

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602.

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 relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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 Indian Rs. /US\$(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 _____

WITNESS NO.1

(Signature)
Full name and official address
(in legible letters)
Stamp

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

Attorney as per power of
Attorney No. _____
Dated _____

WITNESS NO.2

(Signature)
Full name and official address
(in legible letters)
Stamp

AGREEMENT FORM

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

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

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

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

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

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

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- | | |
|-----------------|---|
| (a) Section-I | indicating the General Conditions of this Contract; |
| (b) Section-II | indicating the Terms of Reference; |
| (c) Section-III | indicating the Special Terms & Condition; |
| (d) Section-IV | indicating the Schedule of Rates. |

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

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

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

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.