



**OIL INDIA LIMITED**

**BID DOCUMENT**

**Tender NO. :CGI3372P20**

**HIRING OF CONSTRUCTION  
MANAGEMENT SERVICES**

**FOR PIPELINE LAYING AND ASSOCIATED SERVICES FOR  
REPLACEMENT OF 8" SPUR LINE FROM PS1, DULIAJAN TO  
DIGBOI REFINERY**

**UNDER PIPELINE DEPT., OIL INDIA LIMITED  
FOR A PERIOD OF 12 MONTHS (EXTENDABLE BY 6 MONTHS).**

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

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

<b>1.0 IFB No.</b>	<b>CGI3372P20</b>
Service Requirement	<b>Hiring of Construction Management Services for Pipeline Laying and associated services for Replacement of 8" Spur line from PS1, Duliajan to Digboi Refinery under Pipeline Dept., Oil India Limited for a period of 12 Months (extendable by 6 months).</b>
Cost of Bid Document	<b>NIL</b>
Bid Security(EMD)	<b>₹1,49,900.00 (One Lakh Forty Nine Thousand Nine Hundred Only)</b>
Period of Sale of Bid Document/Issue of User ID & Password	<b>As per online data</b>
Bid Closing /Opening Date & Time	<b>As per online data</b>

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

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

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

“Application & Tender Fees, IFB No.: **CGI3372P20**

Description of Services: **Hiring of Construction Management Services for Pipeline Laying and associated services for Replacement of 8" Spur line from PS1, Duliajan to Digboi Refinery under Pipeline Dept., Oil India Limited for a period of 12 Months (extendable by 6 months)**

2.1 Amongst others, the Bidder(s) must also provide the following information in the application for request for Bid documents: (i) Valid e-mail ID (ii) Registered Postal Address with PIN code (iii) Vendor Code with OIL (if available) (iv) Mobile No. /Telephone No/Fax No.

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

### **3.0 EXEMPTION OF EMD:**

- i) Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme are exempted from payment of EMD for the items they are registered with NSIC. Valid registration certificate with NSIC must be enclosed along with the application for issuing tender documents.
- ii) Public Sector Units (PSU) are also exempted from payment of EMD
- iii) Firms registered with NSIC, PSU's & Government Departments claiming exemption from payment of EMD should submit their request with all credentials to the tender administrator at least 7

days in advance from the date of closer of sale of bid documents, to get access for participation in the tender.

- (iv) Tender documents provided to SSI Units registered with NSIC on free of charge basis shall submit their offer for the service for which they are registered. Their offer for other than the registered service shall not be acceptable. Their offer as service provider also will not be acceptable and shall be rejected straightway.

4.0 The details of IFB can be viewed using “Guest Login” provided in the E-Procurement portal and also in OIL’s web site [www.oil-india.com](http://www.oil-india.com). The link to OIL’s E-Procurement portal has also been provided through OIL’s web site [www.oil-india.com](http://www.oil-india.com)

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

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

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

**DESCRIPTION OF WORK/ SERVICE:**

**Hiring of Construction Management Services for Pipeline Laying and associated services for Replacement of 8" Spur line from PS1, Duliajan to Digboi Refinery under Pipeline Dept., Oil India Limited for a period of 12 Months (extendable by 6 months)**

<b>IFB NO:</b>	<b>CGI3372P20</b>
<b>Type of IFB:</b>	Single Stage Single Bid System
<b>Location:</b>	<b>Duliajan to Digboi, Assam</b>
<b>Contract Period:</b>	<b>12 months</b>
<b>Mobilisation Period:</b>	<b>15 (Fifteen) days</b> from the date of issue of LOA.
<b>Pre-Bid meeting</b>	As per online data
<b>Technical Bid Closing/ Opening Date &amp; Time:</b>	As per online data
<b>Price Bid Opening Date &amp; Time:</b>	As per online data
<b>Bid Submission Mode:</b>	Bid should be submitted online in OIL's E-Procurement Portal
<b>Bid Form Submission:</b>	Bid Form Proforma-I to be submitted along with Technical Bid
<b>Bid Opening Place:</b>	Office of the GM-Contracts, Oil India Limited, Guwahati- 781171, Assam
<b>Bid Validity:</b>	<b>90 days</b> from Bid opening Date
<b>Bid Security Amount:</b>	<b>₹1,49,900.00 (One Lakh Forty Nine Thousand Nine Hundred Only)</b>
<b>Amount Of Performance Security:</b>	<b>10%</b> of Annualised Contract Value
<b>Validity of Performance Security:</b>	<b>Up to 3 months from the date of completion of the contract</b>

- a) Bid Security deposited vide Demand Draft/Banker Cheque /Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ of \_\_\_\_\_

**Original hard copy of (a) ( In case of Bidders submitting Bid Security in the form of Bank Draft/Banker cheque/Bank Guarantee) should reach**

the office of General Manager(CONTRACTS) on or before 12:45 Hrs (IST) on the bid closing date or it *can be paid through the online payment Gateway against this Tender*, otherwise Bid will be rejected. A scanned copy of Bid security/EMD invoice (In case of Bid security submitted online) should also be uploaded along with the Un-priced Techno-commercial bid documents.

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

i) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder OR

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

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

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

- a) (i) “MT760/ MT760 COV for issuance of bank guarantee”  
(ii) “MT767/ MT767 COV for issuance of bank guarantee”

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

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

- b) Bidders to confirm that in the event of award of Contract, bidder will submit **Performance Security Deposit @ 10% of Annualised Contract Value** and this will not earn any interest.

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

i) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder OR

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

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

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

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

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

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

- 3.0 **Bid should be submitted online up to 11:00 AM (IST) (OIL's e-procurement Portal Server Time) on the date as mentioned and will be opened on the same day at/after 02:00 PM (IST) at Office of the DGM-Contracts in presence of authorized representative of the bidder.**
- 4.0 All the Bids must be Digitally Signed using "Class 3" digital certificate [Organization] (e-commerce application) only as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

The bid signed using other than “Class 3” digital certificate, will be liable for rejection. Please note Encryption certificate is also required along with Digital Certificate Class III [Organization in order to submit bid in system. Please refer “Guideline to Bidder for participating in OIL”

- 5.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
- 6.0 (a) No Bidder can withdraw his 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 in full and debarred from participation in future tenders, at the sole discretion of the company.
- (b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.
- 7.0 Conditional bids are liable to be rejected at the discretion of the Company.
- 8.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased/issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced bid documents.
- 8.1 In case of Sole Proprietorship Firm, Copies of Telephone(Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of GST and Central Excise Registration Certificate.
- 8.2 In case of HUF, Copies of Telephone(Landline Bill)/Electricity/PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of GST and Central Excise Registration Certificate.
- 8.3 In case of Partnership Firm, Copies of Telephone (Landline Bill)/Electricity/ PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of GST Registration Certificate.
- 8.4 In case of Co-Operative Societies, Copies of Telephone(Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate



from Registrar of Co-Operative Societies and copies of GST Registration Certificate.

- 8.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone (Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies of GST Registration Certificate.
- 8.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone (Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of GST Registration Certificate.
- 8.7 In case of Trusts registered under the Indian Trust Act, Copies of Telephone (Landline Bill)/Electricity/ PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies GST Registration Certificate.
- 9.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid and O.I.L's Standard Form of Contract.
- 10.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.
- 11.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.
- 12.0 **The successful bidder shall furnish a Performance Security Deposit in the form of Demand Draft / Banker's Cheque / Bank Guarantee as specified above before signing the formal contract.** The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Performance Security Money shall not earn any interest.
- 13.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security shall be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.

- 14.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or Performance Security is not submitted as per terms of the Contract within the stipulated time, **Bid Security shall be forfeited and the bidder shall be debarred for 2 (two) years from the date of default.**
- 15.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** Bidder should note that the documents/information submitted by the bidders(s) against the tender are presumed to be genuine, authentic and true copy of the originals. In case at any stage of tendering process or during execution of contract or after expiry of contract, if it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the company shall immediately reject the bid of such bidder(s) or cancel /terminate the contract, as the case may be and the Bid Security/Performance Security shall be forfeited. Also the bidder / the party/the contractor shall be debarred for a period of three (03) years from the date of issuance of debarment notice, besides legal action.
- 16.0 **The tender will be governed by:**  
**Forwarding Letter.**  
**Instruction to Bidders**  
**BRC-BEC-Bid Rejection Criteria & Bid Evaluation 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-** Payment Terms  
**Part-V-**Schedule of company's Plants, Materials and Equipment  
**Part-VI-** Owner's Drawing and Data  
**Part-VII-** Safety Measures (SM)  
**Part-VIII-** Integrity Pact –Applicable for this IFB  
**Price Bid Format**  
**Proforma and Annexures**
- 17.0 **The Integrity Pact is applicable against this tender:**

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

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

A. SHRI RAJIV MATHUR, IPS (Retd.),  
(E-Mail ID: rajivmathur23@gmail.com)

B. SHRI JAGMOHAN GARG,  
Ex-Vigilance Commissioner, CVC  
e-Mail id: jagmohan.garg@gmail.com

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

18.0 **SPECIAL NOTE:**

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

To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate of Class 3 with Organizations Name as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Bidders must have a valid User Id to access OIL e-Procurement site. Bidders can click on Guest login button to view the available open tenders in the E-portal. Bidders shall request OIL through E-mail or fax or letter along with the cost of bid documents as indicated in the NIT for issue of the USER ID for accessing and submitting against the E-procurement tender. The User ID shall be issued to the eligible bidders on receipt of the requisite cost of the bid document. In case any bidder is exempted from paying the tender fee, they should request OIL with supporting documents for issue of the User Id on free of charge basis. The detailed guidelines are available in OIL's e-procurement site. For any clarification in this regard, bidders may contact OIL.

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

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

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

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

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

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

Notes and Attachments	➔ Only Price Details Should Be Uploaded
Technical attachments	➔ All technical bid documents except price details

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

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



**Oil India Limited e-Procurement**

User ID \*

Password \*

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[Supplier Enlistment for E-Tender](#)

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

[Click here to View Compatibility Settings](#)

[General Guidelines to bidders](#)

[Click for User Manuals](#)

Click here for the New Manual & Instruction

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**Notes :**

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

Thanking you,

Yours faithfully,  
OIL INDIA LIMITED

General Manager (Contracts)  
for Executive Director (PLS)

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**INSTRUCTIONS TO BIDDERS**

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

**2.0 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) Bid closing date and time
  - (iii) Bid opening date, time and place
  - (iv) Bid submission place
  - (v) Bid opening place
  - (vi) The amount of Bid Security
  - (vii) The amount of Performance Guarantee
  - (viii) Quantum of liquidated damages for default in timely mobilizations
- b) Instructions to Bidders
- c) BRC-BEC-Bid Rejection Criteria & Bid Evaluation Criteria
- d) General Conditions of Contract (Part-I)
- e) Schedule of Work, Unit, Quantities, Rates and Prices (Part- II-SOQ)
- f) Special Conditions of Contract (Part-III-SCC)
- g) Payment Terms (Part IV)
- h) Schedule of company's Plants, Materials and Equipment -( Part-V)
- i) Owner's Drawing & Data -( Part-VI)
- j) Safety Measures (Part-VII-SM)
- k) Integrity Pact- (Part-VIII)
- l) Price Bid Format
- m) Proforma & Annexure.

- 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.

**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 the issuance of an Addendum.
- 4.2 The Addendum will be sent in writing through post / courier / Fax/e-mail to all prospective Bidders to whom Company has sent the bid documents and also be uploaded in the OIL's e-portal in the C-folder under the tab "Amendments to Tender Documents". The company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. Bidders shall also check OIL's E-Tender portal [C-folder under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids.

**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 English translated version, which shall govern for the purpose of bid interpretation.
- 5.2 DOCUMENTS COMPRISING THE BID: The complete bid should be submitted on-line in the e-portal.

**6.0 BID FORM:**

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished as attachment in the e-portal.

**7.0 BID PRICE:**

- 7.1 Prices must be quoted by the bidders, both in words and in figures. In case of any discrepancy between the words and in figures, the prices indicated in words only will be considered.
- 7.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and will not be subjected to variation on any account.
- 7.3 Bidder shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

**8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

These are as per BEC/BRC

**9.0 PERIOD OF VALIDITY OF BIDS:**

- 9.1 Bids shall remain valid for **90 days** from the date of bid opening.
- 9.2 In exceptional circumstances, the 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 may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

**10.0 FORMAT AND SIGNING OF BID:**

The original and all copies of the bid shall be typed or written in indelible inks and shall be signed (digitally) by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.

**11.0 SUBMISSION OF BIDS.**

- 11.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates [e commerce application (Certificate with personal verification and Organization Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India(RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract. The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected.

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

- 11.2 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.



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

11.4 E-mail/ Fax/ Telex/Telegraphic/Telephonic offers will not be accepted.

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

**12.0 DEADLINE FOR SUBMISSION OF BIDS:**

12.1 Bids should be submitted on-line up to 11.00 AM (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 date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and for submission of bids has been reached and bids are opened.

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

12.3 The documents in physical form must be received by Company at the address specified in the "Forwarding Letter" on or before the Bid Closing Date & Time mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

**13.0 LATE BIDS:**

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

**14.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

14.1 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 date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and for submission of bids has been reached and bids are opened.

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

14.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

**15.0 EXTENSION OF BID SUBMISSION DATE:**

Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons. However, the bidder whose bid has been received within the bid closing date and time will not be allowed to revise their Bid/prices. Withdrawal of such Bid also will not be permitted by the system.

**16.0 BID OPENING AND EVALUATION:**

- 16.1 OIL shall open the Bids, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Letter. However, an authorization letter (as per Proforma-II) from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend. **In technical bid opening date, only Technical RFx will be allowed to open by the system.** Bidders therefore should ensure that techno-Commercial bid is uploaded under the **Technical RFx** Tab Page only **and no price should be mentioned anywhere under the Technical RFx.**
- 16.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 16.3 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 14.0 shall not be opened. 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.
- 16.4 Bid opening shall be done as detailed in clauses 16.1 and 16.2 above
- 16.5 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 16.3
- 16.6 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.

16.7 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 way substantial way the scope, quality, or performance of work, or which limits in any substantial way, inconsistent 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.

16.8 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.

16.9 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.

**17.0 EVALUATION AND COMPARISON OF BIDS:**

17.1 The OIL will evaluate and compare the bids as per Priced Bid Format of the bidding documents.

17.2 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

**18.0 CONTACTING THE COMPANY:**

18.1 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 16.6.

- 18.2 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.

**19.0 AWARD CRITERIA:**

OIL will award the Contract to the successful Bidder whose bid has been determined as the bidder obtaining highest mark in the evaluation process of both the technical bid (concept design) and commercial bid combined together as explained in succeeding para.

**20.0 OIL' S RIGHT TO ACCEPT OR REJECT ANY BID:**

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 there by incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for OIL's action.

**21.0 NOTIFICATION OF AWARD:**

- 21.1 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.

- 21.2 The notification of award will constitute the formation of the Contract.

**22.0 SIGNING OF CONTRACT:**

- 22.1 At the same time as OIL notifies the successful Bidder that its Bid has been accepted, OIL will either call the successful bidder for signing of the agreement or send the Contract Form provided in the Bidding Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

- 22.2 Within 2 (Two) Weeks from the date of issue of Letter of Award (LOA), the successful Bidder shall sign and date the contract and return it to OIL. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

- 22.3 In the event of failure on the part of the successful bidder to sign the contract within the period specified above or any other time period specified by OIL. OIL reserves the right to terminate the LOA issued to the successful bidder. The party shall also be debarred for a period of 2 (two) years from the date of default.

**23.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:**

If it found that a bidder has furnished fraudulent information/documents, it shall constitute sufficient ground for annulment of the award and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

**24.0 BID DOCUMENT:**

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.

**25.0 MOBILIZATION PERIOD: 15 days from the date of issue of LOA.**

**26.0 SITE VISIT:**

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

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

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**BID REJECTION CRITERIA & BID EVALUATION CRITERIA FOR THE TENDER****1.0 BID EVALUATION CRITERIA (BEC):**

The bid shall conform generally to the specifications and terms and conditions given in the Tender Documents. Bids will be rejected in case 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 mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the Technical Bid.

**1.1 FINANCIAL CRITERIA:**

**1.1.1** Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/ accounting years from the original bid closing date should be at least Rs. **22,47,300.00**.

**1.1.2** Net worth of the bidder must be Positive for the preceding financial/accounting year.

Note: The Net worth to be considered against Clause 1.1.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of The Companies Act, 2013.

**Notes to BEC Clause 1.1 above:**

- a.** For proof of Annual Turnover & Net worth (refer clauses 1.1.1 & 1.1.2 above), any one of the following documents/photocopies must be submitted along with the bid:
  - (i) Audited Balance Sheet along with Profit & Loss account.  
OR
  - (ii) A certificate issued by a practicing Chartered / Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in Annexure-AA.
- b.** Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial

Statements for the financial year \_\_\_\_\_ have actually not been audited as on original bid closing date’.

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

## **1.2 TECHNICAL CRITERIA:**

The bidder must have experience of at least One SIMILAR work of minimum value of **INR 37,45,500.00** under single Contract in previous 7 (seven) years to be reckoned from the original bid closing date.

### **Notes to BEC Clause 1.2 above:**

- a. **"SIMILAR WORK" mentioned in para 1.2 above means “Construction Management/ Project Management Consultancy (PMC) of Hydrocarbon Pipelines Construction/ Laying.”**
- b. Documentary evidence in support of experience must be submitted along with the Un-Priced Techno-Commercial Bid. The documentary evidence must be in the form of copies (self-attested/attested) of **Job Completion certificate/Gross Payment Certificate along with contract copy/work order/LOA etc.** as applicable showing gross value of job done/quantum of job done including nature of job done and time period covering as per the NIT. Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) are not acceptable as evidence.
- c. Bidder shall submit a summary of requisite work experience as per the tabular format enclosed as Annexure-Form-1 and Form-2.
- d. Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause Nos. 1.2 will only be treated as acceptable experience.
- e. Following work experience will also be taken into consideration:
  - 1. If the prospective bidder has executed contract in which similar work is also a component of the contract.
  - 2. If the prospective bidder is executing similar work which is still running and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value/quantity in the BEC.

3. In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date.

Proof of work experience against Para e. above, to satisfy i. similar work, ii. Minimum prescribed Value, iii. Prescribed period of 07 years, to be submitted as below:

1. In case requisite experience is against OIL's Contract:

Bidder must submit copy of Completion Certificate, Letter of Award/ Work order.

OR

Bidder must submit certified copies of SES for completed work and SES, which clearly shows completed quantity and value of work.

2. In case requisite experience is **NOT** against OIL's Contract:

Bidder must submit copy of Completion Certificate with value of work completed, quantity of work completed and completion date along with copy of Letter of Award/ Work order.

OR

Bidder must submit certified copies of Payment Proof for completed work and Certified Measurement Sheet, Invoice and payment proof, which clearly shows completed quantity and value of work.

- f.** SIMILAR work executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.
- g.** SIMILAR work executed by a bidder as a Sub-Contract shall not be considered as experience for the purpose of meeting BEC.
- h.** Bids submitted for part of the work will be rejected. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover, Net worth and Work experience as mentioned in Para 1.1.1, 1.1.2, 1.2.

**1.3** 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. Prices shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive.

**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 be 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** 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.

**1.8** 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.

**1.9** 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.

**1.10 Purchase Preference** allowed as per Government Guidelines in Vogue and PPP [Public Procurement policy] for Micro and Small Enterprises is not applicable for this tender.

**1.11** 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).

**1.12** 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.

**1.13** 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.

**1.14** 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.

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

## **2.0 BID REJECTION CRITERIA (BRC):**

**2.1** The bids are to be submitted in single stage i.e. Un-priced Techno-Commercial Bid and Price Bid together, under Two Bid system. 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.

**2.4** Bid Documents/User ID & Password for OIL's E-Tender portal are not transferable.

**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** Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's E-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price

details to be submitted with Unpriced Techno-Commercial Bid as per tender requirement under "Technical Attachment" Tab Page only.

**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) EMD / Bid Bond
- (iii) Period of validity of Bid
- (iv) Price Schedule
- (v) Performance Bank Guarantee / Security deposit
- (vi) Delivery / Completion Schedule
- (vii) Scope of work
- (viii) Guarantee of material / work
- (ix) Liquidated Damages clause
- (x) Tax liabilities
- (xi) Arbitration / Resolution of Dispute Clause
- (xii) Force Majeure
- (xiii) Applicable Laws
- (xiv) Specifications
- (xv) 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 specified number of days from the date of Bid opening will be rejected.

**2.1** 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-VIII/Integrity Pact”** 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 must be received on or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

**3.3** 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** Bidders should note that the documents/information submitted by the bidder(s) against the tender are presumed to be genuine, authentic and true copy of the originals. However, in case at any stage of tendering process or during execution of the contract or after expiry of contract, if it is detected that bidder has submitted forged or fabricated documents or furnish false information towards fulfilment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/ terminate the contract, as the case may be and forfeit EMD/SD submitted by the bidder. Besides, the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

**3.5** 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.

**3.6** 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.

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

ANNEXURE-AA:

**CERTIFICATE OF ANNUAL TURNOVER & NETWORTH**

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

**TO WHOM IT MAY CONCERN**

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

YEAR	TURNOVER (₹)	NET WORTH (₹)

Place:

Date:

Seal:

Membership Code and Registration No.

Signature

\*\*\*End of BEC-BRC\*\*\*\*

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**PART-I**

**GENERAL CONDITIONS OF CONTRACT (GCC)**

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

**DESCRIPTION OF WORK/SERVICES:-**

**Hiring of Construction Management Services for Pipeline Laying and associated services for Replacement of 8" Spur line from PS1, Duliajan to Digboi Refinery under Pipeline Dept., Oil India Limited for a period of 12 Months (extendable by 6 months).**

**GENERAL CONDITIONS OF CONTRACT (GCC)**

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

**WITNESSETH:**

1. a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms **Part-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-V** of the contract at Various field installations within the states of Assam, West Bengal & Bihar as per **Part-VI**
- b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.
- c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General

conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.

2. The contractor shall provide all labour, supervision and transport and such specified materials described in **Part-III** of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.
3. The Company's Engineer shall have power to:
  - a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.
  - b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.
  - c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.
  - d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.
  - e) Order deviations in **Part II, III and IV** of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed.
4. The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in **Part-II** if so ordered by the company at the same rates, terms and conditions.
5. The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract

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

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

- i) The Factories Act & Rules
- ii) The Minimum Wages Act, 1948.
- iii) The Workman's Compensation Act, 1923.
- iv) The Payment of wages Act, 1963.
- v) The Payment of Bonus Act, 1965.
- vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- vii) Employees Pension Scheme, 1995.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- x) AGST Act.
- xi) GST Act.

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

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of **Courts situated in Guwahati**

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

8. The duration of the contract shall be **1 year** from the commencement date mentioned in the work order. The Contractor must complete the work within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c ) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and



final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) of the total contract cost subject to a maximum of 7.5% of the total contract cost.

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

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

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

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

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

11. The contractor employing 20 (twenty ) or more workmen on any day preceding 12 months shall be required to obtain requisite 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. The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours' notice in writing to the Contractor and in the event of Company's so doing the clause 5 here of shall prevail and the accounts between the parties will be in accordance therewith finalized.
13. The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.
14. The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with Factories Act & Rules. The Company's representative shall not allow/accept those men who are not provided with the same.
15. All Statutory taxes levied by the Central & State Government or any other competent authority from time to time will be borne by contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities but excluding GST. GST if applicable shall be, to the company's account. However, GST portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.
16. The Contractor shall deploy local persons in all works.
17. The Contractor shall not engage minor labour below 18(eighteen) years of age under any circumstances.
18. The Contractor and his/her workmen shall strictly observe the rules and regulations as per Factories Act & Rules (latest editions).
19. **GENERAL OBLIGATIONS OF COMPANY:**

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

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

20. **SPECIAL CONDITIONS**

- a) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.

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

21. **FORCE MAJEURE:**

- 21.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor), acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 21.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 21.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen (15) days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

22. **TERMINATION:**

- 22.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION): The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or the extension period, if exercised by Company under the provision of the Contract.
- 22.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE: Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 21.0 above.
- 22.3 TERMINATION ON ACCOUNT OF INSOLVENCY: In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.
- 22.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE: If the Company considers that, the performance of the Contractor is unsatisfactory, or not 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.
- 22.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT: In case the Contractor's rights and /or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.
- 22.6 If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.
- 22.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 22.1 to 22.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the

Contractor except for payment for services as per the Contract upto the date of termination including the De-mobilization cost, if any.

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

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

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

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

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

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

a. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 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 (Three) Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

c. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No

person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

- d. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
- e. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- f. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- g. The arbitral tribunal shall make and publish the award within time stipulated as under :

Amount of Claims and counter claims (excluding interest)	Period for making and publishing of the award (counted from the date of first meeting of the Arbitrators)
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.

- j. In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.
- k. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
- l. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
- m. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

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

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

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

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

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

26. **SET OFF CLAUSE:**

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

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

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

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

28.1 Contractor warrants that it shall perform the work in a professional manner and in accordance with the highest degree of quality, efficiency, and with the state of the art technology/ inspection services and in conformity with all specifications, standards and drawings set forth or referred to in the Scope of Work. They should comply with the instructions and guidance which Company may give to the Contractor from time to time.

28.2 Should Company discover at any time **during the execution** of the Contract that the work carried out by the contractor does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform all corrective work required to make the services conform to the Warranty. Such corrective work shall be performed entirely at contractor's own expenses. If such corrective work is not performed within a reasonable time, the Company, at its option, may have such remedial work carried out by others and charge the cost thereof to Contractor which the contractor must pay promptly. In case contractor fails to perform remedial work, the performance security shall be forfeited.

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



- 29.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 29.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 29.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company.
30. **TAXES:**
- 30.1 Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/ payments received under the contract will be on contractor's account.
- 30.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India.
- 30.3 The contractor shall furnish to the company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 30.4 Prior to start of operations under the contract, the contractor shall furnish the company with the necessary documents, as asked for by the company and / or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No objection Certificate" for releasing payments to the contractor.
- 30.5 Tax clearance certificate for personnel and corporate taxes shall be obtained by the contractor from the appropriate Indian Tax authorities and furnished to company within 6 months of the expiry of the tenure of the contract or such extended time as the company may allow in this regard.

- 30.6 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time.
- 30.7 Corporate and personal taxes on contractor shall be the liability of the contractor and the company shall not assume any responsibility on this account.
- 30.8 ***All local taxes, levies and duties, sales tax, octroi, customs duty, VAT etc. on purchases and sales made by contractor shall be borne by the contractor.***
- 30.9 **GST:**  
Quoted price should be **exclusive** of applicable GST. Please also refer **clause 45** onwards.
- 30.10 **CUSTOMS DUTY ON EQUIPMENT:**
- i) Contractor is liable to pay all customs duty, as applicable on the equipment brought to India for executing the works.
  - ii) The Contractor shall be fully liable for observing all the formalities in this regard as well as to pay the customs duty chargeable on the equipment, including any deposit payable for such purposes. No adjustment in the Contract Price shall be permissible for any change in duty drawback applicable in respect of equipment and machinery brought to India for use in the project and for re-export of equipment & machinery, on completion of the project.
- 30.11 **CUSTOMS DUTY:**
- The quoted price shall include full customs duties for materials (for permanent incorporation in the work), equipment and plants envisaged to be imported for execution of work.
- 30.12 **IMPORT LICENSE:**
- The Contractor shall arrange import of all materials required for permanent incorporation in the works as well as construction equipment as per the guidelines laid down by the Government of India. Import license shall not be provided by Company.
31. **INSURANCE:**

- 31.1 The contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the contractor or its subcontractor during the currency of the contract.
- 31.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others:
- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
  - b) Employer's Liability Insurance as required by law in the country of origin of employee.
  - c) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfill the provisions under this contract.
  - d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
  - e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance regulations.
  - f) Public Liability Insurance as required under Public Liability Insurance Act 1991.
- 31.3 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's account.
- 31.4 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 31.5 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 31.6 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be

carried by Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.

31.7 Contractor shall require all of their sub-contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-contractors.

31.8 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company.

32. **CHANGES:**

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

32.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (**Part - II**). Upon review of Contractor's estimate, Company shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 24.0 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

33. **NOTICES:**

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

**Company**

**For contractual matters**

**For Technical matters**

GM (Contracts)  
OIL INDIA LIMITED  
PO: Udayan Vihar  
Assam-781171, India  
E-mail: ellora@oilindia.in

GM (PLP)  
OIL INDIA LIMITED  
PO: Udayan Vihar  
Assam-781171, India

Contractor

\_\_\_\_\_  
\_\_\_\_\_  
Fax No. :  
Email:

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

34. **SUBCONTRACTING:**

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

35. **MISCELLANEOUS PROVISIONS:**

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

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

35.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave

the whole of the site clean and in workman like condition to the satisfaction of the Company and conform to ISO 14001.

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

36. **LIABILITY:**

- 36.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-Contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 36.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, subcontractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.
- 36.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwrites, servants, agents, nominees, assignees, Contractors and subcontractors for loss or damage to the equipment of the Contractor and/or its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 36.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

- 36.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting there from.
- 36.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, subcontractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the Company and/or of its Contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.
- 36.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and /or its underwriters, servants, agents, nominees, assignees, Contractors and subcontractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 36.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
37. **CONSEQUENTIAL DAMAGE:**
- 37.1 Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

**38. INDEMNITY AGREEMENT:**

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

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

**39. INDEMNITY APPLICATION:**

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

**40. PAYMENT & INVOICING PROCEDURE:**

40.1 Company shall pay to Contractor, during the term of the contract, the amount due calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Company unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.

40.2 All payments due by Company to Contractor shall be made at Contractor's designated bank. All bank charges will be to Contractor's account. Payment will be cleared on monthly basis only.



- 40.3 Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within one year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which Company questions.
- 40.4 Contractor will submit six sets of all invoices to Company for processing of payment. Separate invoices for the charges payable under the contract shall be submitted by Contractor for foreign currency and Indian Rupee.
- 40.5 Payment of invoices if undisputed shall be made.
- 40.6 The Company shall within 30 days of receipt of the invoice notify Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion.
- 40.7 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.
- 40.8 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based up to 2(two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query / objection. Any audit conducted by Company of Contractor's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Contractor to Company and (ii) that Contractor is otherwise in compliance with the terms and conditions of this Agreement.

41. **WITH-HOLDING:**

- 41.1 Company may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect Company from loss on account of :
- a) For non-completion of jobs assigned as per **PART-III.**
  - b) Contractor's indebtedness arising out of execution of this Contract.
  - c) Defective work not remedied by Contractor.

- d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

With-holding will also be affected on account of the following:-

- i) Order issued by a Court of Law in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws. When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-hold. Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor which is directly/ indirectly related to some negligent act or omission on the part of
- iv) Contractor.

42. **SUBSEQUENTLY ENACTED LAWS:**

Subsequent to the date of submission of contractor's bid, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on

account of the operation under the Contract, the company/Contractor shall reimburse/pay Contractor /company for such additional/ reduced costs actually incurred.

43. **ROYALTY AND PATENTS:**

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

44. **WAIVER:**

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

**45.0 GOODS AND SERVICES TAX**

**45.1 GENERAL REMARKS ON TAXES & DUTIES:**

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

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

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

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

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

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

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

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

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

**45.6.1** OIL will reimburse **GST** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of **GST** subject to the ceiling amount of **GST** as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which **GST** is applicable will be modified on pro-rata basis.

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

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

**45.8 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL.**

In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the **GST Act read with GST Invoicing Rules** thereunder, OIL shall not be liable to make any payment on account of **GST** against such invoice.

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

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

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

**45.12** Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.

**45.13** TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.

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

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

**45.16** In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/ taxes finally assessed is on the lower side.

**45.17** Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of GST shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in GST.

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

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

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

Beyond the contract period, in case OIL is not entitled for input tax credit of **GST**, then any increase in the rate of **GST** beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate **GST** shall be passed on to the OIL. Beyond the contract period, in case OIL is entitled for input tax credit of **GST**, then statutory variation in applicable **GST** on supply and on incidental services, shall be to OIL's account.

Claim for payment of **GST**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST**, otherwise claim in respect of above shall not be entertained for payment of arrears. **The base date for the purpose of applying statutory variation shall be the Bid Opening Date.**

**45.21** The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

**45.22 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention “Cover under composition system” in column for GST (CGST & SGST/UTGST or IGST) of price schedule.**

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

**45.24 Procurement of Specific Goods:** Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be levyable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

**45.25 Documentation requirement for GST**

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

Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST,CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);

- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- 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.

#### **45.26 Anti-profiteering clause**

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

##### **45.26.1 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by OIL.**

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

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

SIGNED AND DELIVERED FOR AND  
ON BEHALF OF CONTRACTOR

\_\_\_\_\_ by  
the hand of \_\_\_\_\_  
its Partner/Legal Attorney

And in presence of  
\_\_\_\_\_

(Signature of Contractor or his legal  
Attorney)

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

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



Date: _____	(Signature of (Witness))
SIGNED & DELIVERED FOR & ON BEHALF OF OIL INDIA LIMITED	(Full name of Signatory)
	Address: _____
	_____
	_____
Date: _____	(Signature of Acceptor)
	Designation: _____

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

**Description of Service: Hiring of Construction Management Services for Pipeline Laying and associated services for Replacement of 8" Spur line from PS1, Duliajan to Digboi Refinery under Pipeline Dept., Oil India Limited for a period of 12 Months (extendable by 6 months).**

**TENDER NO. :CGI3372P20****SCHEDULE OF QUANTITIES (SOQ), SERVICE/WORK AND RATES**

SL. NO.	DESCRIPTION OF WORK	Quantity (A)	Unit	RATE PER UNIT (B)		TOTAL AMOUNT C=(AXB) (In Rs.)	SERVICE ACCOUNTING CODE (SAC)	SPECIFY % OF GST ON (C)	TOTAL AMOUNT (D) = (C) + GST ON (C) (Rs.)
				In FIG	In WORDs				
10	Construction Management Service complete in all respects as per scope of work [Quantity Measurement shall be as per Payment Terms clause in PART-III: Special Conditions of Contract (SCC)]	1	Activity Unit (AU)						
20	Provision for Reimbursement of Travel and Accommodation cost for contract related tour to distant places as per terms and conditions detailed in PART-III: Special Conditions of Contract (SCC) <b>(ITEM NOT TO BE QUOTED BY BIDDER)</b>	1	Lump sum (LSM)						
TOTAL									
<b>Total Price with GST(D) (In words):</b>									
<b>Total Price excluding GST(C ) (In words):</b>									

Special Notes:

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

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

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

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

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

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

7. Bidders are also requested to refer the Taxes and Duties clause during GST regime attached vide **Annexure-I** (refer bid document) for compliance

8. Amount of GST shall not be included by the Contractor in their quoted price. OIL will reimburse the GST to the CONTRACTOR against submission of invoices issued in accordance with GST Rules,

9. Bidder shall furnish this Form duly filled in all respects along with his price part. However, Bidder is required to furnish this **Form indicating only the Rate of Duty/ Tax (%)** as per Column (d) along with his un-priced part.

10. The rate of GST indicated in this format shall be considered for statutory variation as per the provisions of bidding document.

***11. GST quoted above shall be considered for evaluation as per provisions of Bidding Document.***

*12. Contractor shall indicate total GST amount payable under the contract in this format. However, if Services, to be provided by the Contractor, falls under the category defined under reverse charge rule of GST then the liability of deposition of GST to the tax authority by the Contractor, and by the Owner shall be dealt in accordance with Notifications issued on reverse charge rule of GST by Government of India from time to time.*

*13. Bidders are requested to quote for all the items mentioned above. Bids will be evaluated considering the entire requirement as above. The Rates/amounts should be quoted by the Bidders inclusive of all applicable taxes and duties, however, GST payable to be shown separately.*

*14. Price Bid should be signed and sealed by the Authorised signatory of the Firm.*

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

**INDIRECT TAXES/ GST**

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

6. *GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.*

7. ***When Input tax credit is available for Set Off as per the end use certification given by User Department at the time of raising Purchase Requisition (P.R.)***

*Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders*

***When Input tax credit is NOT available for Set Off***

*Evaluation of L-1 prices shall be done based on Quoted price only. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders*

8. *In a situation where Purchase Orders (POs)/ Contracts have been placed prior to GST Regime and supplies are effected during GST Regime, it is made clear that any statutory variation (increase/decrease) due to introduction of GST, as the case may be, but within the contractual delivery/completion period will be to the account of OIL subject to documentary evidence. However, any increase in statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account.*

9. *Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.*

10. *In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.*

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

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**PART-III****Special Conditions of Contract (SCC)**

**Work Description: Hiring of Construction Management Services for Pipeline Laying and associated services for Replacement of 8" Spur line from PS1, Duliajan to Digboi Refinery under Pipeline Dept., Oil India Limited.**

Note: Construction Management Service Provider for above work are also mentioned as Construction Manager and Construction Management Agency in this document. Meanings of these terminologies are same for the purpose of this document.

**(A) INTRODUCTION**

Oil India Limited (OIL) OIL is a premier Indian National Oil Company engaged in the business of exploration, development and production of crude oil and natural gas, transportation of crude oil and production of LPG.

OIL operates 200 NB (8 Inch diameter), 35 Km long buried Crude Oil spur line from Pump Station - 1, Duliajan to Digboi Refinery with one intermediate pigging station and a receipt terminal at Digboi Refinery since 1962. This pipeline is routed through a pipeline corridor along with other oil & gas flow lines, mostly along Digboi – Duliajan road on OIL's RoW/ RoU. Now, the company intends to replace this pipeline with new one, complying to required statutory norms. One OFC duct with cable will be laid in the same pipeline trench.

Being a replacement project, OIL has carried out major portion of engineering and procurement for the project of its own. However, for Construction Supervision and Quality Control of the pipeline laying and associated activities, OIL intend to hire services for Construction Management.

OIL has processed for awarding of service contract for "Hiring of Services for Pipeline Laying and associated services for Replacement of 8" Spur line from PS1, Duliajan to Digboi Refinery under Pipeline Dept., Oil India Limited". Scope of Pipeline Construction and Laying works shall be guided by scope of works and other terms of above service.

This document covers scope of work for aforementioned Construction Management service.

**(B) BRIEF SCOPE OF WORK**

As a *Construction Management Service Provider* for the job, the agency shall act as an extension of the Owner, always keeping in view Owner's interests and advising/guiding the Owner on all important matters and ensure that the project is completed within specified cost and time with quality deliverables.

The route of the pipeline is mostly along Duliajan-Digboi Road with certain detour portions at Duliajan, Bhadoi and Digboi area. Total length of the pipeline will be approximately 37.5 km. 3 LPE coated API 5LX46 grade line pipes (7.1 mm wall thickness) have already been procured. Pipeline will be laid underground, complying to OISD 141 standard and following industry best practices. OFC duct with cable will be laid in the same trench of the pipeline. Route survey for the entire pipeline route has already been carried out.

The scope of work of the *Construction Management Service Provider* is broadly defined under the following heads however the list is not exclusive/exhaustive. The service provider shall also be required to do the works not envisaged herein and specifically mentioned below, but otherwise required for overall completion of the project as Construction Manager, within the quoted price/awarded value of work to the Construction Management Service.

- a) Initial Site visit
- b) Review of owner's data (technical documents, survey reports etc.)
- c) Preparation of drawings and Project Document Index, as required
- d) Design and engineering of minor works related to Pipeline laying and Civil & Structural works
- e) Planning of detailed activities and Scheduling
- f) Liaison for Permissions from authorities as per site requirements
- g) Preparation of item wise cost estimate, as required
- h) Preparation of Specifications, Work Procedure, SOP, Quality document (QA/QC)
- i) Procurement, Inspection and Expediting of Materials.
- j) Materials Management
- k) Construction Management and Supervision
- l) Construction Risk Analysis and formulation of mitigation plan
- m) Establish Quality Management System and ensure Quality control as per approved Quality Assurance plan
- n) Information management related to construction
- o) Health & Safety Management System complying with Statutory, Regulatory and National & International Standards.
- p) Measurement, Certification and forwarding the vendors bills to Owner within stipulated time
- q) Review and approval of 'As Built Documents/Drawings'.
- r) Lodging of Insurance claims and realization of the same
- s) Maintaining Hindrance Register
- t) Performance evaluation of Vendor (s)/ Contractor (s)
- u) Pre-commissioning and Commissioning of Pipeline system
- v) Pipeline laying contract close-out
- w) Assistance to client to resolve disputes

The Construction Management agency shall work with the aim to complete the Pipeline laying & commissioning works on or before the schedule, within the stipulated cost and shall follow all relevant & applicable international/national codes and standards.

## **(C) DETAIL SCOPE OF WORK**

### **1.0 Site Visit**

- a) Construction Management agency shall carryout site visits of ROW, Pump Station, Terminal and Repeater station with Owner's personnel for assessing the ROW condition and co-relate/supplement the same with the data made available by the owner to have a correct assessment of the ROW, infrastructure availability, approach roads for movement of men, material and heavy equipment to the site and other details as required. No separate ROW survey either by the Construction Management agency or owner is envisaged.



- b) All expenses of the Construction Management agency including transportation, accommodation of Agency's personnel shall be to Agency's account.

## **2.0 Review of Data and Initial Studies**

- a) Review the owner's data and documents (ROW/ROU Data, GIS Data, survey reports etc.) with regards to the pipeline system.
- b) Review the Pipeline Alignment Sheets

## **3.0 Preparation of drawings and Project Document Index, as required**

The Construction Manager shall develop field drawings and documents as required and generate necessary indexing.

## **4.0 Design and engineering**

Design and engineering for the Pipeline Laying has been carried out by OIL. Construction Manager shall carry out necessary civil and structural related design and engineering for over ground pipe supports and other minor requirements as per site necessity.

## **5.0 Planning of detailed activities and Scheduling**

As a CONSTRUCTION MANAGER for the job, the agency shall act as an extension of the Owner, always keeping in view the Owner's interests and advising/guiding the Owner on all important matters and ensure that the project is completed within specified cost and time with quality deliverables.

The CONSTRUCTION MANAGER shall be completely responsible for preparing construction plans and schedules in line with the Overall Construction Schedule provided by the owner. Construction Manager shall evaluate Contractor's resource requirement for each activity and monitor actual deployment in field.

Construction Manager shall prepare schedule for bought out materials by the contractor for timely delivery at site and monitor actual status.

Construction Manager shall generate weekly and monthly Construction Progress statistics in percentage basis considering various major activities to be executed under the Pipeline Construction and Laying tender and assigning suitable weightage. An 'S' Curve will be generated by the Construction Manager for planned and actual progress achieved.

## **6.0 Permissions from Authorities**

- a) Reviews of approvals obtained by the owner from various external Authorities and conforming necessary compliance as required by the relevant approval.
- b) Construction Manager shall interact with locals/ villagers/ Gram Panchayats for obtaining necessary permissions (if any) during physical execution. However, local issues arising during the execution of job by the Works Contractor (viz. damage to village roads/ crop damage outside RoW etc), shall be the responsibility of Works Contractor and CONSTRUCTION MANAGER shall ensure that the job progress is not hampered.
- c) Provide technical support, data & drawings that are required to highlight design, specification and drawings to be submitted to the concerned authorities.

## **7.0 Cost Estimation**

For any extra item requirement not mentioned in the Pipeline Laying tender, Construction Manager shall

- a) Prepare cost estimate and submit to owner, including basis for cost estimate
- b) This cost estimate shall include all factors of major cost significance and shall be complete with necessary documentation to support the cost estimate.
- c) Preparation of accurate estimates in time (based on past data/ CPWD basis/ local state Schedule of Rate / Market rate Analysis) for procurement items and works is an important activity in Cost Estimation.

#### **8.0 Work procedures, Specifications, Drawings & Standards, Quality document (QA/QC)**

The CONSTRUCTION MANAGER shall establish and submit to Owner, work procedures, SOPs, standards and codes in line with National/International standard for all major and critical activities of Pipeline Laying and associated activities covering required HSE aspects.

The Construction Manager shall

- a) Establish Quality Plan, QC procedures/table for activities involved in the scope.
- b) Establish a Quality Plan for bought out items for acceptance levels of project.
- c) Establish final acceptance level. Define acceptance criteria before taking over the pipeline system from Works contractor.

The Construction Manager shall generate necessary formats for checklist, documentation and records as per standard documentation practice adopted by the industry.

The Construction Manager shall review and grant approval of design/drawings/ documents for material supply and work execution as submitted by vendors/ contractors/ suppliers.

#### **9.0 Procurement, inspection and expediting of Materials**

The CONSTRUCTION MANAGER shall rigorously monitor purchase of bought out materials as required for execution of the works contract. Construction Manager shall adequately guide the contractor regarding material specifications, sources for purchase, quality assurance plans, inspections etc.

The Construction Manager shall carry out necessary inspection of bought out materials related to works contracts at Factory and Site as per instruction of owner.

For bought out items, the Construction Manager shall rigorously monitor manufacturing status to ensure timely delivery of materials at site.

For any additional material requirement outside the present scope of Pipeline Laying contract, the Construction Manager shall assist client/ vendor for purchasing the same.

#### **10.0 Materials Management**

The Construction Manager, on behalf of the Owner, shall issue Free Issue Materials to the Contractor. All necessary documentation till final reconciliation shall be carried out by the Construction Manager. For bought out materials by Contractor, the Construction Manager shall Inspect incoming materials for quality, quantity, test certificates, other documents and records. Necessary Inspection Reports shall be generated, reviewed and approved.

The Construction Manager shall receive unused material returned by the contractors and hand over the same to the owner along with reconciled statement, Inspection Certificates and documents.

**11.0 Construction Management and Supervision**

- (i) Review contractor's resources, procurement schedules and construction schedules
- (ii) Prepare and implement all necessary procedures to ensure compliance to HSE norms for safety of personnel working in field activities /field inspection /testing. Also ensure that all precautions and safety measures required to be adopted while working in RoW having live hydrocarbon pipelines are fully adhered to.
- (iii) Ensure adherence to established work procedures/specification
- (iv) Ensure all personnel working adjacent to live pipelines are fully aware of the various safety hazards.
- (v) Deploy necessary expert manpower at site for Overall Management, HSE, Quality Control, Planning & Co-ordination, Material Management etc.
- (vi) Carryout supervision activities based on the established work procedures.
- (vii) Inspect & supervise the work as per established Quality Assurance Plan and check conformity as per the established Quality Control standard. CONSTRUCTION MANAGER shall certify the same through formats.
- (viii) Carryout progress measurement, scrutiny, works certification of contractor's bills for payments. CONSTRUCTION MANAGER shall forward duly certified bills to OIL for payment without undue delay.
- (ix) Organize Meetings with Stakeholders as required for Construction Management.
- (x) Review and certify as built drawings to be prepared by respective Work Contractors.
- (xi) Requirement of Deviations, extra items/ work, time extension if any, of the Works contractors shall be analyzed and the recommendations shall be forwarded to Owner for approval.
- (xii) Process recoveries from Works Contractor(s) for issue of Owners materials, hire charges, rents and taxes etc. as per provision of the contracts.
- (xiii) Initiate action for arranging services of vendor's specialists if required during the execution of the Works Contract.
- (xiv) Monitoring of Works contractor's logistics for material delivery & Storage etc. and ensure mobilization of additional resources by Works Contractor without any cost implication to make-up for any slippage.
- (xv) CONSTRUCTION MANAGER shall regularly monitor compliance of all Acts and regulations (viz. Factories Act, Mines Act, Minimum Wages Act, Workmen's Compensation Act, Payment of Wages Act, Payment of Bonus Act, Contract Labour Act, EPS, EPF, Workmen Insurance, Labour Clearance etc.) by the Works Contractors. Construction Manager, on behalf of owner, shall carry out all necessary verification/ inspection and shall maintain documentation, as required.
- (xvi) Construction Manager shall be responsible for resolution and submission of recommendations with analysis on extra claims/ disputes/ arbitration cases raised by the contractors/ vendors. Final acceptance/ settlement shall be taken care of by Owner.

For the period up to 12 (Twelve) months after the completion of the project, the CONSTRUCTION MANAGER shall provide such assistance from his Home Office at no extra cost to Owner. In case any visit is to be undertaken by CONSTRUCTION MANAGER's personnel related to such services, travel related expenses shall be reimbursed by Owner at actual.

However, in case Owner desires any such services from CONSTRUCTION MANAGEMENT SERVICE PROVIDER beyond 12 months after contract completion, CONSTRUCTION MANAGER

shall provide the same on per-diem rate reimbursable basis, wherein if any travel is required travel related expenses shall be reimbursed by Owner at actual.

- (xvii) For any rectification works during Defect Liability Period (12 Months from the date of completion of the project) of Works contractor, CONSTRUCTION MANAGER shall extend their supervisory/ technical assistance at no extra cost.
- (xviii) All Boarding, lodging, transportation, Resident/Site/camp office, office infrastructure, required by the CONSTRUCTION MANAGER for execution of the job shall in Construction Management Agency's scope. If Owner provides such spare facilities, rent will be charged as per established norms of Owner.
- (xix) Resident Construction Manager (RCM) shall be responsible for all the activities related to work at site including assistance to Owner for liaison with local authorities.
- (xx) Construction Manager shall generate Daily, Weekly and Monthly Progress Reports, monthly HSE reports, material reconciliation report etc. as required for Construction Management.

#### **12.0 Construction Risk Analysis and formulation of mitigation plan**

Construction Manager shall prepare a Risk Management plan along with Risk Register for Construction, Pre-commissioning and Commissioning activities and detailed Risk Analysis (Qualitative as well as Quantitative). Construction Manager shall formulate suitable mitigation plan and integrate the same with Owner's existing Disaster Management Plan.

#### **13.0 Quality Management System and ensuring Quality control**

Construction Manager, on behalf of owner, shall carry out all quality control and management for the pipeline construction and associated services including purchase of bought out materials, consumables etc. by the contractor. All necessary work procedures and purchase specifications (for bought out materials) are to be established as per the Tender document for Pipeline Laying Tender for the subject job conforming to National and International standards in practice.

Construction Manager shall review and approve above work procedures and specifications.

Construction Manager shall ensure compliance of the work procedures and specification during execution.

Construction Manager shall ensure compliance of calibration requirement of all testing and measuring equipment.

Construction Manager shall ensure documentation as per approved formats and approved all accepted documents.

#### **14.0 Information management related to construction**

- i) Construction Manager shall prepare monthly progress reports for the project and provide all assistance to the Owner for preparing-MIS reports required by the Owner for submission to concerned authorities/ Ministry Monitoring cell. Submission of all documents, reports, presentations, queries from Ministry needs to be prepared and submitted on time.
- ii) Construction Manager shall generate Daily, Weekly and Monthly Progress Reports, material reconciliation report etc. as required for Construction Management. As a minimum the following information shall be available in the monthly report

- a) Project status report
- b) Progress on Procurement of bought out materials
- c) Progress on Construction work
- d) Status of Quality reporting
- e) HSE report
- f) Status of pending activities along with action plan
- iii) Attendance of CONSTRUCTION MANAGEMENT AGENCY's Manpower shall be recorded and routed through Owner's Engineer in Charge/ Authorized personnel and certified by Resident Construction Manager.
- iv) Preparation of a look-ahead model/ catch-up plan for the project from time to time and ensure mobilization of adequate resources.
- v) Highlight pitfalls, if any, caused by the Vendors/ Contractors / any agency hindering execution of the project,
- vi) Identifying the root causes of the problems/ shortcomings encountered in material delivery and Construction activities.
- vii) Prepare contract close out report, including performance report of contractor (s).
- viii) Apart from the above deliverables, CONSTRUCTION MANAGEMENT AGENCY shall be required to submit other documents in the form of reports, as deemed necessary for successful and timely project implementation.

#### **15.0 Management of Health & Safety Management System**

It is Owner's objective and policy to ensure that potential health and safety factors and environmental effects are assessed for all products, project activities and acquisitions. For projects this is implemented by staged audits of health, safety and environmental aspects from concept stage to completion in order to determine any shortcomings or noncompliance.

The specific requirement includes the following:

##### **15.1 Safety Review**

A formal safety review shall be carried out periodically by Owner and CONSTRUCTION MANAGER, integrated across various activities. Owner's review team shall require data, input from key personnel from contractors and access to all locations being used by contractor (s). CONSTRUCTION MANAGER shall make all necessary arrangements for such reviews as required by Owner and shall ensure that contractors make available such data, personnel and locations as required. CONSTRUCTION MANAGER shall ensure that all recommendations and findings from safety reviews are implemented by contractors in a timely manner.

##### **15.2 Environmental Impact Assessment (EIA) and Group Risk Assessment (GRA)**

Owner has carried out EIA study for the proposed Pipeline Construction and laying work through competent service provider. CONSTRUCTION MANAGER shall conduct GROUP RISK ANALYSIS (GRA) for critical activities related to pipeline construction activity adjacent to live pipelines and ensure that all recommendations resulting from the EIA/GRA studies related to construction activities, on approval by owner, are implementation by contractor.

CONSTRUCTION MANAGER shall provide scrap disposal management system in line with State/ Central PCB norms and ensure strict compliance by contractor/ sub-contractor. The purpose of this is to prevent any accidents, incidents or events that could result in degradation/deterioration of the environment.

**15.3 Health, Site Safety and Security**

CONSTRUCTION MANAGER shall be responsible, on behalf of owner for ensuring a high standard of occupational health and site safety management and for ensuring the requirements for health, safety and security to be maintained by contractors, subcontractors and other personnel working at site. CONSTRUCTION MANAGER shall ensure compliance of the safety requirement by the contractors.

The purpose of these safety requirements shall be to prevent any accidents, incidents or events that could result in injury or fatality to personnel and/or damage or destruction to property, equipment and material of contractors, subcontractors or CONSTRUCTION MANAGER, owner or third parties. The requirements shall be intended to supplement any Statutory Authority/State/Municipal/local or other regulations applicable to the site, which CONSTRUCTION MANAGER shall be obliged to enforce on behalf of Owner. CONSTRUCTION MANAGER shall agree with Owner's representative at site for any variation in these requirements. CONSTRUCTION MANAGER shall monitor reports and ensure that the above requirements are fully adhered.

**15.4 Site Safety Organization**

CONSTRUCTION MANAGER shall appoint a Safety Engineer, whose responsibility is to monitor all safety activities on the job and report the findings. The Safety Engineer shall make safety inspections of the job site. The inspections should be made jointly with the Safety officer/ In-charge of the contractors responsible for ongoing work in the areas to be inspected. Any infractions or poor safety practices uncovered by these inspections shall be promptly corrected. Safety requirements shall be enforced on all the contractors and subcontractors.

**15.5 Site Safety Planning**

Prior to start of site works, CONSTRUCTION MANAGER shall plan job safety requirement in conjunction with contractors giving due consideration to:

- (i) Owner's / CONSTRUCTION MANAGER's Safety requirements
- (ii) Statutory requirements
- (iii) Risks/Hazards involved in working adjacent to high pressure live hydrocarbon pipelines
- (iv) Location of job site(s)
- (v) Type, background and quality of labour resources and anticipated training programs
- (vi) Nature of work, types of hazards anticipated and hazard prevention methods
- (vii) Inspection & testing activities, implementation and ensure compliance to work permit system.
- (viii) Equipment and material to be used.

- (ix) Specific safety requirement for working in Forest area
- (x) Barricading of open trench, barricading during Radiographic Testing etc.
- (xi) The number of personnel working concurrently in any area at the same time.
- (xii) Personal protective equipment (PPE) requirements. CONSTRUCTION MANAGER shall ensure that contractors ensure availability and usage of PPE during work execution.

#### **15.6 Site Safety Guidelines**

Prior to start of work at each job site, CONSTRUCTION MANAGER shall ensure publicity of safety guidelines, safety bulletin, Dos & Don'ts about Safety through site contractor to cover safety activities. CONSTRUCTION MANAGER shall suggest and ensure installation of Safety board and barricading tapes at appropriate places at site. The matter for safety slogans for display shall also be suggested by CONSTRUCTION MANAGER.

The contents of the safety manual shall include, as a minimum the following:

- (i) Owner's & CONSTRUCTION MANAGER's safety organization, philosophy and responsibilities.
- (ii) Owner's & CONSTRUCTION MANAGER's safety requirement
- (iii) The general safety rules applicable to the job site
- (iv) Safety precautions and safety measures which are required when working with high pressure live hydrocarbon pipelines
- (v) The requirements and availability personal equipment for specific activities at job site.
- (vi) Traffic regulations at the work sites
- (vii) Requirements and standards for use of scaffolding/ladders
- (viii) Safety precautions and safety measures which are required when working in pipeline trench
- (ix) Requirements for grounding electrical equipment and tools
- (x) Type, availability and responsibility for use of firefighting equipment;
- (xi) Work permit procedures
- (xii) Procedures to be followed when an accident, injury or fire occurs;
- (xiii) Procedure to be followed by entire contractor's organization should major accident occur;
- (xiv) Control access to site

#### **15.7 Preparation of Emergency Action Plan**

The CONSTRUCTION MANAGER shall prepare the Emergency Action Plan for Site by integrating with Owner's existing Disaster Management Plan in-line with the requirements of statutory authorities, OISD, PNGRB and other safety norms. The same shall be handed over to Owner for approval and subsequent circulation.

#### **15.8 Safety Activities**

CONSTRUCTION MANAGER shall ensure that contractors/ subcontractors carry out their activities in accordance with the safety plan throughout the course of the construction of the project to inculcate and maintain safety awareness among their personnel. If

necessitated, each personnel, prior to beginning work, shall be given a safety orientation course. CONSTRUCTION MANAGER shall be responsible for arranging and providing such trainings and ensuring consistency of knowledge and understanding across all work groups. All personnel must be fully aware of the potential hazards involved in the work they supervise and the safe practices to be followed while working adjacent to high pressure live hydrocarbon pipelines. CONSTRUCTION MANAGER will be responsible for execution of works by following all safety measures and ensure no deviation is taken in adopting safety standards, at any cost during construction.

#### **15.9 Accident Reporting and Investigation**

Any accident or incident resulting in a lost time injury, death of person, or damage to property or equipment is to be investigated by CONSTRUCTION MANAGER. Every incident shall be documented properly after the incident including the results of investigation and recommendations for preventive action. CONSTRUCTION MANAGER shall also ensure that all necessary publicity is given, across all sites, to ensure that such incidents do not occur in future. This investigation and report shall not preclude any similar investigations and reports required by government regulation.

CONSTRUCTION MANAGER shall maintain safety performance and accident statistics records for the whole site in conformance to the international standards. Updated safety performance and accident statistics shall be included in CONSTRUCTION MANAGER's every monthly report.

#### **16.0 Measurement, Certification and forwarding the vendors bills**

Construction Manager shall carry out physical measurement of executed quantity of work, qualified and accepted for billing in Measurement sheet format. Relevant documentary proof must be thoroughly verified by competent personnel of Construction Manager before forwarding bills for payment. Payment terms mentioned in the Contract for Contractor's relevant work shall be complied while billing.

For supply items, relevant Material Inspection documents (TPI and Construction Manager, as applicable) shall be thoroughly verified.

Construction Manager shall also verify other relevant documents (to be submitted along with bills) such as Insurance, PF etc. as per tender document for 'Pipeline Laying works'.

Construction Manager shall forward the bills to the Owner, duly verified and certified for payment, within the stipulated time from the date of receipt.

Construction Manager shall maintain records of bills for future reference.

#### **17.0 Review and approval of 'As Built Documents/ Drawings'**

Construction Manager shall arrange to generate 'As Built Documents/ Drawings' as per contract/ tender terms for 'Pipeline Laying Tender', verify the same, make necessary corrections and forward the same to owner as final documentation for acceptance.

All such final drawing/ documents shall be submitted in hard copies as well in soft copies.



**18.0 Lodging of Insurance claims and realization of the same**

Construction Manager shall provide complete assistance in Lodging of Insurance claims and realization of the same. It shall be the Construction Manager's responsibility to carry all the technical & coordination works for lodging of insurance claims and assistance in realization of these claims from the insurance agencies. However, taking of insurance policies and payment of its premium would be in the scope of Owner.

**19.0 Maintaining Hindrance Register**

During work execution, Construction Manager shall maintain all records of ROW/RoU obstruction/ hindrances with due justifications in the format provided by Owner.

**20.0 Performance evaluation of Vendor (s)/ Contractor (s)**

As per requirement of Owner, Construction Manager shall

- Carry out the vendor performance evaluation of vendors/contractors.
- Along with the order/contract closing statements, PMC shall also provide performance evaluation report of all the vendors/ contractors.

**21.0 Pre-commissioning and Commissioning of Pipeline system**

Construction Manager shall provide all necessary management service for pre-commissioning and commissioning of the new pipeline, including hook-up works, crude oil evacuation from old pipeline, disposal of water, commissioning of the new pipeline, pre-commissioning and commissioning of OFC cable systems, execution of restoration works etc.

**22.0 Pipeline laying contract close-out**

Consequent upon the successful completion of the Pipeline construction and laying works, the CONSTRUCTION MANAGER shall be responsible for following:

- (i) Settling Final Bill (s).
- (ii) Follow up with vendors and contractors for as-built drawings/ documents in required editable soft and hardcopies, review/approve the same and forward to Owner.
- (iii) Submission of all project related documents to Owner for future reference and records as per standard international practice.
- (iv) **Submission of final documents** in required soft and hardcopies format shall be under the following heads:
  - a) As built drawings
  - b) As built pipeline alignment sheets
  - c) All Construction documents like field reports, QC, RT, UT
  - d) Pipebook
  - e) Chainage wise Block Valve with coating details
  - f) Chainage wise details of Pipeline repair, if any
  - g) Chainage wise details of crossings
  - h) Chainage wise details of Type of TLP installed
  - i) TCP commissioning report with as built drawings

- j) CP Survey reports
- k) OFC laying documentation as per tender document
- l) Contract Closeout Report incorporating the following
  - Contract brief
  - Chronology of Activities
  - CONSTRUCTION MANAGER's Office Organogram
  - Names of CONSTRUCTION MANAGER Personnel working for the project along with all contact details.
  - Pipeline Spread details, with details of Works contractor
  - "S" Curve on physical progress
  - List of key milestones and date of actual achievement.
  - List of POs/ WO's including vendors / contractors name and contact detail (if applicable)
  - Lesson learnt: Report on problems faced during the project execution and mitigation measures taken for future reference.
  - Submission of all evaluation sheets of performance for all vendors and contracts in line with established procedures on whom orders were placed.
  - Construction Photographs and videos with time stamp

**23.0 Assistance to client to resolve disputes**

Assistance to client to resolve disputes as they arise and, should a dispute become intractable, assistance to client to compile all necessary reports, documents and evidence needed for presenting its claim to arbitration

**24.0 Exclusion from Construction Manager's Scope**

The following are excluded from scope, however, all technical assistance shall be provided by Construction Manager:

- (i) Acquisition of land
- (ii) Project insurance shall be taken by Owner, however, assistance in lodging of insurance claims and realization of the same shall be done by CONSTRUCTION MANAGER.
- (iii) Statutory clearances (however extending support is the responsibility of CONSTRUCTION MANAGER)

**25.0 Addition, Reduction in scope and Re-Tendering**

- (i) Addition/ reduction of CONSTRUCTION MANAGER fees would be considered in case of addition (certain extra activities not envisaged in the original scope of work) or deletion in the scope of the project.
- (ii) Change in drawings / documents due to site conditions is to be carried out by the CONSTRUCTION MANAGER without any extra cost to Owner.
- (iii) In case Construction Manager is required to execute certain extra activities not envisaged in the original scope of work, then Construction Manager shall submit to the Owner, the detailed scope of work along with estimated man-hours and the additional time if required. Man-hours and extra time schedule shall be mutually agreed between the Owner & Construction Manager.

**26.0 Other Conditions:**

- (i) CONSTRUCTION MANAGER shall perform the work under this CONTRACT with diligence and conforming to the best international practices available.
- (ii) CONSTRUCTION MANAGER shall perform their obligations conforming to rules, regulations and procedures prescribed by law/Statutes.
- (iii) CONSTRUCTION MANAGER shall be responsible for ownership of the design engineering, patent etc.
- (iv) CONSTRUCTION MANAGER shall suggest measures to cut-down cost and time over run without compromising the quality of work required in implementing the project.
- (v) CONSTRUCTION MANAGER should intimate in advance any owner's obligations for timely completion of activities (e.g.) requirements of statutory norms, regulatory authorities etc.
- (vi) CONSTRUCTION MANAGER shall provide all necessary documents in time to the contractor for commencing and proceeding with the work as per agreed schedule.

**(D) CONSTRUCTION MANAGEMENT AGENCY'S MANPOWER**

- 1.0** CONSTRUCTION MANAGER shall deploy required number of qualified and experienced personnel e.g. professional engineers, subordinate engineering personnel, construction supervisors, inspection engineers and other specialists of appropriate levels to ensure:
- Quality at all stages and aspects as per requirement of codes, standards, specifications and best international practices
  - Timely & expeditious completion of the Pipeline Construction
  - Economize expenses.
- 2.0** CONSTRUCTION MANAGER shall submit the following for approval of the Owner after award of LOA
- Organogram
  - Manning schedule
- 3.0** The Resident Construction Manager (RCM) shall be required to be deployed from the date of Start of Contract till closure of the construction contract/ Owner's Written Intimation.
- 4.0** CONSTRUCTION MANAGER shall ensure optimum utilization of the deployed manpower such that no person is idle. In order to expedite progress, within same scope of work, CONSTRUCTION MANAGER may be required to augment with more manpower. CONSTRUCTION MANAGER's deployment of manpower shall be reviewed during Progress Meetings.
- 5.0** Substituting of CONSTRUCTION MANAGER's personnel (if any) with other personnel will be done with either same level & experience or higher level & experience.
- 6.0** Construction Manager shall deploy qualified personnel as per activity requirement of Pipeline Construction and Laying works. However, **before mobilizing such personnel, written advice/ clearance from Owner shall be obtained.** Also, when there is no/ reduced site activity, **Construction Manager shall demobilize its personnel as per written advice / clearance from Owner.**
- 7.0** The Construction Manager shall mandatory submit the following

- a) Along with the bid document: Bio-Data with qualification and experience of Resident Construction Manager proposed for the work.
- b) Bio-Data with qualification and experience for all personnel under Resident Construction Manager shall be submitted to Owner for review and approval prior to their deployment.

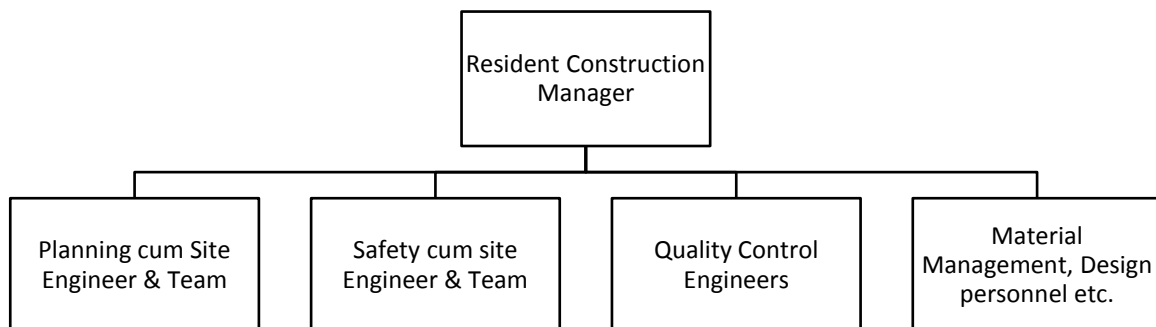
**8.0** The CONSTRUCTION MANAGER shall be required to depute qualified and experienced manpower for the execution of the service. CONSTRUCTION MANAGER shall ensure that the complete manpower whose names have been proposed to be engaged for the service is not changed during execution. In case of any change in deployment, the CONSTRUCTION MANAGER shall submit bio data of the substitute manpower proposed and take Owner's approval. The various categories of manpower with Qualification and experience required to be engaged for the service are detailed as under:

**Qualification and Experience**

Sl. No	Type	Qualification & Knowledge	Experience
1.	Resident Construction Manager	Degree in Engineering in any Discipline. Knowledge of Project Management, Construction Management, handling of contracts, Codes and Standards pertaining to construction of pipelines, Industry accepted Best Practices in executing pipeline projects.	<b>Overall Experience:</b> At least 12 years of experience in executing projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc. <b>Mandatory Experience:</b> Out of the 12 years of experience, at least 6 years of experience shall be in works related to construction of hydrocarbon pipeline projects.
2.	Planning cum Site Engineer	Degree in any Engineering Knowledge of Planning & Scheduling for projects related to hydrocarbon industry, pipelines. Familiar with latest software in planning. Knowledge of various activities related to execution of pipeline projects	<b>Overall Experience:</b> At least 3 years of experience in executing projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc. <b>Mandatory Experience:</b> Out of the 3 years of experience, at least 1 year of experience shall be in execution of hydrocarbon pipeline projects.
3.	Safety cum Site Engineer	Degree in Engineering in any Discipline. Knowledge of safety standards, Acts & Regulations, Best Industrial practices in HSE and safety aspects considered for construction of oil & gas pipeline projects.	<b>Overall Experience:</b> At least 3 years of experience in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc. <b>Mandatory Experience:</b> Out of the 3 years of experience, at least 1 year of experience shall be in execution of

Sl. No	Type	Qualification & Knowledge	Experience
			hydrocarbon pipeline projects.
5.	Quality Control cum Site Engineer	Degree in Engineering in any Discipline.  Knowledge of Buried Petroleum pipeline construction and relevant quality controls/ quality assurances.	<b>Overall Experience:</b> At least 3 years of experience in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc. <b>Mandatory Experience:</b> Out of the 3 years of experience, at least 1 years of experience must be in works related to pipeline.
6.	Quality Control Engineer (NDT)	Degree in Engineering in any Discipline.  Should have valid ASNT NDT Level-II (Radiographic Testing)	<b>Overall Experience:</b> At least 3 years of experience in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc. <b>Mandatory Experience:</b> Out of the 3 years of experience, at least 1 years of experience must be in works related to pipeline.

**9.0** A recommended structure for CONSTRUCTION MANAGER's manpower is as under:



**(E) PAYMENT TERMS**

As detailed in the Part-IV of Tender document.

**(F) OTHER TERMS AND CONDITIONS**

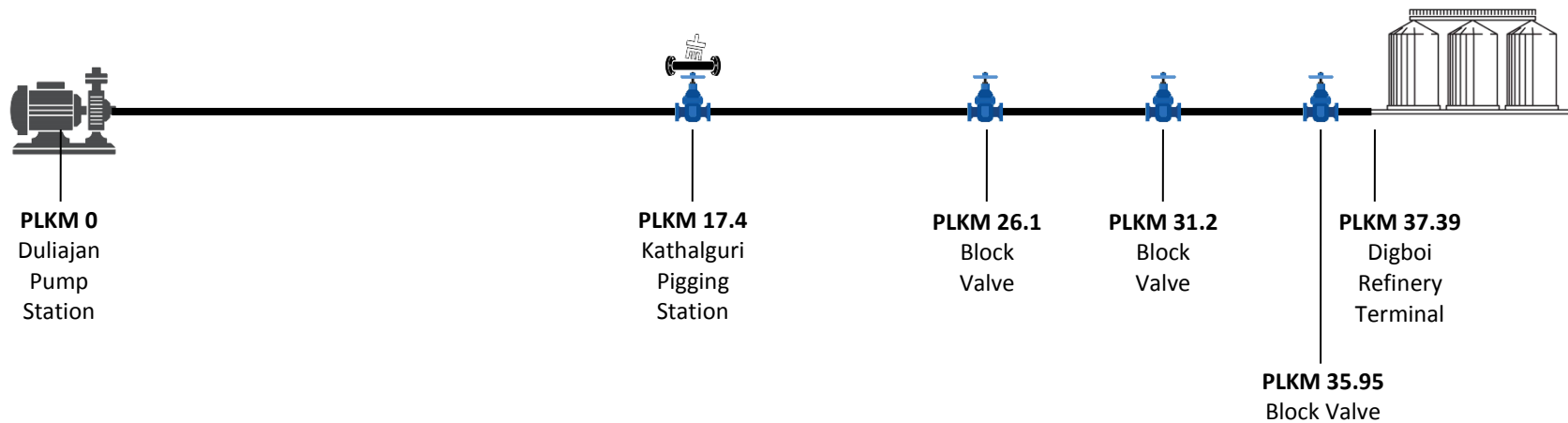
- i) All costs related to Site Office Establishment, Vehicle, Office Operation, Accommodation, Construction Manager's Manpower etc. are in Construction Manager's scope.
- ii) Minimum One number of vehicle shall be arranged by the Construction Manager for movement between Duliajan to Digboi and areas falling within Dibrugarh and Tinsukia districts.

- iii) For travel to PHQ at Guwahati for meetings and other contract related works (as per written communication from OIL) etc. or other places outside Dibrugarh and Tinsukia districts for Inspection etc. (as per written communication from OIL), travel and accommodation charges will be reimbursed as per actual. Travel mode will be economy class Air or Rail (2 AC or lower) by shortest Route. Hotel accommodation cost up to 3-star category Hotel will be reimbursed. Original GST Invoice, Original Boarding passes for Air Travel etc. must be submitted for claiming above.
- iv) Construction Manager's personnel must be provided with necessary Insurances as per relevant GCC clauses.
- v) All costs of related to Injury/ Accidents/ Medical treatment to Construction Manager's personnel shall be in the Construction Manager's scope and OIL will not bear any cost related to same.
- vi) Subcontracting of Petty Services against this tender/ contract is not applicable.

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

**DULIAJAN-DIGBOI 8 INCH CRUDE OIL PIPELINE AT A GLANCE**

API 5L X46 Grade Line Pipe, 7.1 mm thick, 3LPE Coated  
MAOP 84 kg/cm<sup>2</sup>, Present pumping capacity 0.7 MMTPA



**Form – 1**  
**Details of Work Done**  
**(For satisfying the Bid Evaluation Criteria)**

Sl. No	Description of Work	Location of Work	Client Address and contact details including email	Value of Contract	Schedule Completion Date	Date of Actual Completion	Reasons for Delay, if any

**Note:**

1. Copies of Completion Certificates along with Work Orders/Contract Documents of the Works as per Bid Evaluation Criteria are to be enclosed.
2. Work completed earlier than the period indicated in Bid Evaluation Criteria need not be indicated here.
3. List of work, not as per qualifying criteria indicated in Bid Evaluation Criteria need not be indicated here.

**SEAL AND SIGNATURE OF THE BIDDER**



**Form – 2****Present Commitments of the Bidder****(In case of Consortium each member to fill this form)**

Sl. No	Description of Work	Client & Address	Value of Contract	Contract Period	Date of Commencement of Work	% of Completion as on date	Expected Date of Completion	Remarks

**Note:**

1. This list must be a full list of all type of works in hand.

**SEAL AND SIGNATURE OF THE BIDDER**

**Form – 3**  
**Format for Bio Data of Key Personnel**

Paste Photograph  
Here

1.	Name						
2.	DOB						
3.	Place of Birth						
4.	Nationality						
5.	Contact Details, Phone No., Email						
6.	Languages Known (Read, Write Speak)						
7.	Educational Qualifications.						
8.	Professional Qualifications.						
9.	Affiliations to Professional Bodies						
10.	Professional Experience						
	Organization	From	To	Years	Position	Responsibilities	
11.	Computer & Software's Proficiency						
12.	Any Other information						

**SEAL AND SIGNATURE OF THE BIDDER**

**Form – 4**  
**CHECK LIST**

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

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

Sl. No	Description	Document Name/ File Name	Pg. No of Document	Complied Yes/No
1	Bid document complete in all respects with pages in sequential order.			
2	Confirm that the price bid has been duly filled in for each item and complete in all respects			
3	Confirm that annual financial reports for last three financial years submitted with Technical Bid.			
4	Confirm that the certificate (as per Annexure AA) issued on letter head of the Chartered accountant firm is enclosed with Technical Bid.			
5	Confirm that the copies of GST registration, PAN, PF, ESI, Certificate of incorporation from Registrar of companies are submitted with the offer.			
6	Confirm that copies of documents establishing the bidder's experience & eligibility are enclosed with Technical Bid.			
7	Confirm that the duly filled in Form 1&2 are enclosed with Technical Bid.			
8	Confirm that the Bio-Data/CV of the Key personnel are enclosed with Technical Bid.			
9	Confirm that the duly filled in Form 3 is enclosed with Technical Bid.			

**SEAL AND SIGNATURE OF THE BIDDER**

**PART-IV****PAYMENT TERMS**

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

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

Monthly Measurement of quantities shall be calculated with **Multiplying factor** given in the following table. Sample calculations are also shown in the table for a month's bill:

	Period of Contract (in Days)	Claim in the Bill (in Days)	<b>Multiplying factor</b>	Quantity
	A	B	<b>C</b>	D = (B/A) x C
Engagement of RCM	365	31	<b>0.22</b>	0.0187
Engagement of Planning/ Safety/ Site/ QC Engineers (4 nos.)	365	31 x 4	<b>0.11</b>	0.0374
Office Establishment and Other Misc. Expenses	365	31	<b>0.34</b>	0.0289

**Measurement Quantity: 0.0849**

\*\*\*\*\*

**PART-V**

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

**SCHEDULE OF COMPANY'S PLANTS, MATERIALS & EQUIPMENT**

NIL

\*\*\*\*\*

**PART-VI**

**TECHNICAL DRAWINGS**

**AS PROVIDED IN PART-III - SCC**

**\*\*\*\*\***

**PART-VII - SAFETY MEASURES**

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

**SUB: SAFETY MEASURES**

**Description of work/service: Hiring of Construction Management Services for Pipeline Laying and associated services for Replacement of 8" Spur line from PS1, Duliajan to Digboi Refinery under Pipeline Dept., Oil India Limited for a period of 12 Months (extendable by 6 months).**

Sir,

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

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

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

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

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

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

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

(Seal)

Yours Faithfully

Date\_\_\_\_\_

M/s\_\_\_\_\_

FOR & ON BEHALF OF BIDDER

**PART-VIII- INTEGRITY PACT**

**INTEGRITY PACT (applicable)**

Between

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

And

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

**Preamble:**

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

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

**Section: 1 -Commitments of the Principal**

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

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

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

suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.



## **Section: 2 -Commitments of the Bidder/Contractor**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Section 4 -Compensation for Damages**

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

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

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

#### **Section 5 -Previous transgression**

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

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

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

---

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

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

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

**Section: 8 -External Independent Monitor/Monitors**

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

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

#### **Section:9 -Pact Duration**

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

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

#### **Section:10 -Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. **The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.**
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....  
**For the Principal**

.....  
**For the Bidder/Contractor**

Witness 1: .....

Witness 2: .....

Place.

Date .

-----

**PROFORMA - B**  
**BID FORM**

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

Sub: IFB No. : -----

Dear Sir,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of \_\_\_\_ (Price not to be indicated) \_\_\_\_ stated below or such other sums as may be ascertained in accordance with the Price Bid Form attached herewith and made part of this Bid:

We undertake, if our Bid is accepted, to commence the work within (\_\_\_\_) days calculated from the date of issue of Company's LOA.

We agree to abide by this Bid for a period of **90 days** from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

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

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

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

\*\*\*\*\*

**PROFORMA – C**

LETTER OF AUTHORITY

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

Sir,

Sub: IFB No. \_\_\_\_\_

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

**“Hiring of Construction Management Services for Pipeline Laying and  
associated services for Replacement of 8" Spur line from PS1, Duliajan to  
Digboi Refinery under Pipeline Dept., Oil India Limited for a period of 12  
Months (extendable by 6 months).”**

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

Yours Faithfully,

Signature: \_\_\_\_\_  
Name : \_\_\_\_\_  
Designation: \_\_\_\_\_  
For & on behalf of: \_\_\_\_\_

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

\*\*\*\*\*

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

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

<b>PART No.</b>	<b>Clause No. (Page No.)</b>	<b>Non-Compliance</b>	<b>Remarks</b>

**Authorised Person's Signature:** \_\_\_\_\_**Name:** \_\_\_\_\_**Designation:** \_\_\_\_\_**Seal of the Bidder:**

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

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

\*\*\*\*\*

**PROFORMA- E**

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

Name:

FULL Address:

Phone Number :

Mobile Number :

E-mail address :

FAX Number :

Bank Account Number:

(in which the Bidder wants remittance against invoices)

Bank Name :

Branch :

Address of the Bank:

Bank Code :

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank :

PAN Number :

GST Registration Number:

---

Signature of Vendor with Official Seal

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

\*\*\*\*\*



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

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

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

SEALED with the  
said Bank this \_\_\_\_ day of \_\_\_\_\_ 2019.

THE CONDITIONS of these obligations are:

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

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

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

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

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

Name of Bank & Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

(Signature, Name and Address)

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

Place: \_\_\_\_\_

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

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

\*\*\*\*\*

**PROFORMA-G**

**FORM OF PERFORMANCE BANK GUARANTEE**

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

To:

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

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

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

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

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

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

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

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

Designation \_\_\_\_\_

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

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Place \_\_\_\_\_

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

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

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**PROFORMA-H**

FORMAT FOR UNDERTAKING  
(IN TERMS OF **TENDER NO. CGI3372P20**)  
(On Non-Judicial Stamp Paper of Rs. 100/-)  
TO BE NOTORISED

To  
GM-CONTRACTS  
OIL INDIA LIMITED  
GUWAHATI

Dear Sirs,

UNDERTAKING/DECLARATION BY THE BIDDER IN RESPECT OF TENDER NO --  
**CGI3372P20**

This is in connection with the Bid submitted by me/us, ..... (Name of Bidder), against Tender No. **CGI3372P20** for **“Hiring of Construction Management Services for Pipeline Laying and associated services for Replacement of 8" Spur line from PS1, Duliajan to Digboi Refinery under Pipeline Dept., Oil India Limited for a period of 12 Months (extendable by 6 months).”**

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

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

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

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

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

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

Yours faithfully,

1. Authorized Signatory with Seal

---

(Bidder)

Place:-

Date:-

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**PROFORMA-I**

To,  
**Deputy General Manager (F&A)-PL**  
Oil India Limited  
Pipeline HQ, Narangi , Guwahati ,Assam-781171

Dear Sir,

Sub: E-Payments vide RTGS/NEFT

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

**(A) BANK DETAILS**

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

**(B) VENDOR DETAILS :**

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

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

Thanking you,

Date:  
Signatory & Stamp

\_\_\_\_\_  
Authorised

.....  
.....  
Bank Certificate

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

Date:  
Place:  
Authorised Bank Official

\_\_\_\_\_  
Signature, Code & Stamp of

**PROFORMA-J**

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

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

To,

**General Manager (Contracts)-PL**

Oil India Limited

Pipeline HQ, Narangi , Guwahati ,Assam-781171

Subject: Undertaking of Authenticity of Information/documents submitted

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

Sir/Madam

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No:

Place:

Date:

(Affix seal of the Organization here, if applicable)

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

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

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

**AND WHEREAS**

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

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

\_\_\_\_\_ (In words \_\_\_\_\_)

\_\_\_\_\_. Only).

AND THE CONTRACTOR hereby agrees with OIL that:

- i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of OIL arising hereunder up to and until the midnight of \_\_\_\_\_. However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfill the CONTRACT.
- ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to OIL in terms of hereof.
- iii) The mere statement of allegation made by or on behalf of OIL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost, damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of OIL to produce any documentary proof or other evidence whatsoever in support of this.
- iv) The amount stated in any notice of demand addressed by OIL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by OIL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to OIL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

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

Place:

Dated:

(SIGNED BY COMPETENT AUTHORITY)  
Official seal of the CONTRACTOR

**CHECKLIST****DATE:****TENDER NO:****BIDDER:****☒ = SUBMITTED,   ☐= NOT SUBMITTED**

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