

E-TENDER NOTICE



OIL INDIA LIMITED

BID DOCUMENT

Tender NO. : CGI 4370 P18

**HIRING THE SERVICES OF DESIGN, DETAIL
ENGINEERING AND INSTALLATION OF
406.4 MM OD PIPELINE AND 'OFC' BY
HDD AT 2 LOCATIONS OF NH37 ROAD
CROSSINGS AND HOOKUP WITH
EXISTING 16" CRUDE-OIL PIPELINE IN THE
DISTRICT OF JORHAT**

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

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

1.0 IFB No.	CGI 4370 P18
Service Requirement	HIRING THE SERVICES OF DESIGN, DETAIL ENGINEERING AND INSTALLATION OF 406.4 MM OD PIPELINE AND 'OFC' BY HDD AT 2 LOCATIONS OF NH37 ROAD CROSSINGS AND HOOKUP WITH EXISTING 16" CRUDE-OIL PIPELINE IN THE DISTRICT OF JORHAT
Cost of Bid Document	Rs.1000.00
Bid Security(EMD)	Rs.3,39,600.00
Period of Sale of Bid Document/Issue of User ID & Password	09.05.2017 TO 02.06.2017(15:30Hrs)
Bid Closing /Opening Date & Time	09.06.2017 (11:00 Hrs / 14:00 Hrs)

2.0 2.1 Bidders interested to provide the services and interested to participate in the above tender are requested to submit the tender fee of **Rs. 1,000/-** (Rupees One Thousand) only by online payment gateway. NO OTHER MODE OF PAYMENT WILL BE ACCEPTED BY THE COMPANY.

2.2 Tender fee shall be paid one week prior to Bid Closing date. Bidder whose Tender fee reach after the last date of received of tender fee as mentioned in online data shall not be allowed to participate in the bidding process.

3.0 EXEMPTION OF TENDER FEE:

- i) Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme are exempted from payment of tender fees 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 tender fee.
- iii) Firms registered with NSIC, PSU's & Government Departments claiming exemption from payment of tender fee should submit their request with all credentials to the tender administrator at

least 7 days in advance from the date of closer of sale of bid documents, to get access for participation in the tender.

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

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

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

FORWARDING LETTER

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

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

DESCRIPTION OF WORK/ SERVICE:

HIRING THE SERVICES OF DESIGN, DETAIL ENGINEERING AND INSTALLATION OF 406.4 MM OD PIPELINE AND 'OFC' BY HDD AT 2 LOCATIONS OF NH37 ROAD CROSSINGS AND HOOKUP WITH EXISTING 16" CRUDE-OIL PIPELINE IN THE DISTRICT OF JORHAT

IFB NO:	CGI 4370 P18
Type of IFB:	Single Stage Two Bid System
Location:	PLKM 129.0(Chenijan)and PLKM 133.5(PS-3-Jorhat) in the Jorhat district of Assam
Contract Period:	6(six) months from the date issue of Work Order
Mobilisation Period:	15(fifteen) days from the date of issue of LOA.
Technical Bid Closing/ Opening Date & Time:	09.06.2017 (11:00HRS/14:00HRS)
Price Bid Opening Date & Time:	Will Be Informed To Qualified Bidders
Bid Submission Mode:	Bid should be submitted online in OIL's E-Procurement Portal
Bid Form Submission:	Bid Form Proforma-I to be submitted along with Technical Bid without indicating the price
Bid Opening Place:	Office of the Chief Manager(Contracts), Oil India Limited, Guwahati- 781171, Assam
Bid Validity:	120 days from Bid opening Date
Bid Security Amount:	Rs. 3,39,600.00 (Rupees Three lakh Thirty Nine Thousand Six Hundred) only.
Amount Of Performance Security:	10% of Annualised Contract Value.
Validity of Performance Security:	Up to 3 months from the date of completion of the contract

a) Bid Security deposited vide Online payment gateway/ 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 CHIEF MANAGER (CONTRACTS) on or before 14.00 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.

- 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.
- 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 :

**CHIEF MANAGER (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 150 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.**

2.0 (b) **Exemption from submission of Bid Security:**

- (i) Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.
- (ii) If the bidder is a Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom are exempted from submitting Bid Security.

- 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 CM-Contracts in presence of authorized representative of the bidder.**

- 4.0 **The rates shall be quoted as specified in the “PRICE BID FORMAT” and to be uploaded in attachment under “Notes & Attachments” tab. Bidder should note that no pricing information is furnished in the “C-Folder” (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.**

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”

Digital Signature Certificates having “Organization Name” field as “Personal” are not acceptable. However, aforesaid Digital Signature Certificates having Bidder’s Name in the “Organization Name” field are acceptable.

If the digital signature used for signing is not of “Class -3” with Organizations name, the bid will be rejected.

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

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

- 5.0 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 there in the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax 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 there in the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax 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 Service Tax and Central Excise 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 Service Tax and Central Excise 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 Service Tax and Central Excise 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 Service Tax and Central Excise 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 Service Tax and Central Excise 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 liquidated 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 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 Equipments-**Part-VI-** SK/ 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.

OIL has appointed Shri Rajiv Mathur, IPS (Retd) and Shri Satyananda Mishra, IAS(Retd.) as Independent Monitors (IEM) for a period of 3 (three) years to oversee implementation of Integrity Pact in OIL . Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

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

b. Shri Satyananda Mishra, IAS(Retd.),Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India
E-mail: satyanandamishra@hotmail.com

18.0 SPECIAL NOTE:**GUIDELINES FOR PARTICIPATING IN OIL’S E-PROCUREMENT :**

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”

- 19.0 Bids received after closing hours as stipulated above will not be accepted. OIL will not be responsible for any delay in submission of bid because of connectivity problem and/or any other reasons whatsoever.
- 20.0 E-mail/Fax/Telegraphic/Telephone bids will not be accepted.
- 21.0 Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that “TECHNO-COMMERCIAL UNPRICED BID should contain details as mentioned in the technical specifications as well as BEC/ BRC and upload the same in the “ ” area. No price should be given in above , otherwise the offer will be rejected. Please go through the help document in details before uploading the document and ensure uploading of technical bid in the only. The “PRICE BID” must contain the price schedule and the bidder’s commercial terms and conditions. Details of prices as per Bid format / Commercial bid can be uploaded as Attachment under the attachment option under “Notes & Attachments”

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.

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.



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.
- 22.0 Bidder is responsible for ensuring the validity of digital signature and it’s proper usage by their employee.
- 23.0 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.
- 24.0 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.
- 25.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
- 26.0 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

Chief Manager (Contracts)
for General Manager (PLS)

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)-(Sub Section 1 to 4)
- g) Payment Terms (Part IV)
- h) Schedule of company's Plants, Materials and Equipments-(Part-V)
- i) Sk/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 Since the tender is invited under SINGLE STAGE TWO BID SYSTEM and such no price details should be uploaded/mentioned under Technical RFx Tab. Details of prices as per Price Bid format / Priced bid can be uploaded

as Attachment in the attachment header under the notes and attachment tab.

Offer not complying with above submission procedure will be rejected. Kindly refer the screen shots as mentioned in **NEW INSTRUCTIONS (ATTACHED)**.

- 7.4 Bidder shall be deemed to have satisfied himself/herself 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 **120 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 it's 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 vis-e-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.

16.10 *Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, their bid will be rejected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will adopted for evaluation.*

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 to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

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(fifteen) days from the date of issue of Work Order.

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.

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

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

2.0 TECHNICAL:

2.1 The Bidder shall have the experience of executing at least one project for installation of API quality Hydrocarbon 'Cross-country' submerged pipeline in India by horizontal directional drilling (HDD) method for a minimum length 200 m and size 219.1 mm (8"NB)& above across river/road. The value of aforesaid job experience shall be at least of **Rs.84,88,000.00**. The experience criteria as defined above shall be in last 7 (seven) years reckoned from the bid closing date.

Note:

Documentary evidence in support of work experience and fulfilling the requirement as spelt out in clause 2.1. must be submitted along with techno-commercial bid. These documents should be in the form of copies of Completion Certificates/ Payment Certificates issued by the Owner of a pipeline. However, the originals of these documents shall have to be produced by the bidder, as and when asked for.

3.0 FINANCIAL:

3.1. Annual financial turnover of bidder during any of preceding three financial/accounting years from the original bid closing date should be at least **Rs.50,92,800.00**.

3.2. The Net worth of the bidders shall be positive for preceding financial/accounting year.

3.3. For proof of Annual turnover & Net worth any one of the following document must be submitted along with the bid:

i. A certificate issued by a practicing Chartered cost accountant (with membership number and firm registration number), certifying the annual turnover and net worth as per format

OR

ii. Audited balance sheet along with profit & loss account.

3.4. The Bidder must possess PF Code number, PAN , VAT & Service Tax Registration No issued by appropriate Govt. Authority.

4.0 COMMERCIAL:

4.1 Bidder shall furnish Bid Security along with Bid. Bid security shall be furnished as a part of 'Techno-Commercial Bid'. **Any bid not accompanied by a proper bid security will be rejected.** In case of e-Tender, Bidder shall submit original document to the address as specified with BCD and scanned copy shall be submitted along with the e-Tender.

4.2 Any bid received in the form of Telex/Cable/Fax/E-mail/ Telephone call will not be accepted.

4.3 Bid shall be typed or written in indelible ink and original bid shall be signed by the Bidder or their authorized representative on all pages failing which the bid will be rejected. **Rates shall be quoted in figures as well as in words.**

In case of e-Tender, Bidder shall submit scanned copy of the signed bid as mentioned above as per e-Tendering procedure.

4.4 Bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by Bidder, in which case such corrections shall be initialled by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

4.5 The Techno-Commercial Bid should not have any price indication.

4.6 Any bid containing false statement will be rejected.

4.7 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Bidding Documents, otherwise the bid will be rejected.

4.8 The Bid Documents are not transferable. Bids made by parties who have not purchased the Bid Documents from the Company will be rejected.

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

4.10 Price quoted by the successful Bidder must be firm during the performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.

4.11 The following Clauses with all its sub-clauses should be agreed in toto, failing which the bid will be rejected.

- a) Performance Security Clause
- b) Force Majeure Clause
- c) Termination Clause

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

5.0 GENERAL:

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

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

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

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

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

6.0 BID EVALUATION CRITERIA (BEC):

6.1 The bids conforming to the technical specifications, terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria .

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

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

7.0 PAYMENT TERMS:

7.1 Payment for welding & radiography of 3 LPE pipe, repair of defective coating of 3LPE pipe, supply and installation of heat shrinkable sleeve will be initiated only after successful completion of HDD work.

7.2 Payment for welding & radiography of bare line pipe, repair of defective pipe ends, coating and wrapping by cold applied tape will be initiated only after lowering and backfilling of pipeline as per guidelines/instruction of engineer in charge.

7.3 Whereas payment of clause no 7.2 will be initiated only after successful completion of HDD work.

7.4 No part payment will be initiated before reaching of specified HDD rig in good working condition at site/starting of HDD work.

ANNEXURE-AA:

CERTIFICATE OF ANNUAL TURNOVER & NETWORTH

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

TO WHOM IT MAY CONCERN

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

YEAR	TURNOVER(Rs.)	NETWORTH(Rs.)

Place:

Date:

Seal:

Membership Code and Registration No.

Signature

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

PART I-GCC

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

DESCRIPTION OF WORK/SERVICES:-

HIRING THE SERVICES OF DESIGN, DETAIL ENGINEERING AND INSTALLATION OF 406.4 MM OD PIPELINE AND 'OFC' BY HDD AT 2 LOCATIONS OF NH37 ROAD CROSSINGS AND HOOKUP WITH EXISTING 16" CRUDE-OIL PIPELINE IN THE DISTRICT OF JORHAT

GENERAL CONDITIONS OF CONTRACT (GCC)

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

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 state of **Assam**.
- b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.
- c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.

2. The contractor shall provide all 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) Service Tax 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 **6(six) months** 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 service tax** 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 licence at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.

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

19. **GENERAL OBLIGATIONS OF COMPANY:**

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

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

20. **SPECIAL CONDITIONS**

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

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

21. FORCE MAJEURE:

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

22. TERMINATION:

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

the above clause from 22.1 to 22.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination including the De-mobilization cost, if any.

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

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

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

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

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

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

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

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

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

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

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

- h. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the

arbitrators shall put the proceedings in abeyance until such period as requested by the parties.

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

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

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

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

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

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

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

26. **SET OFF CLAUSE:**

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

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

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

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

- 28.1 Contractor warrants that it shall perform the work in a professional manner and in accordance with the highest degree of quality, efficiency, and with the state of the art technology/ inspection services and in conformity with all specifications, standards and drawings set forth or referred to in the Scope of Work. They should comply with the instructions and guidance which Company may give to the Contractor from time to time. For any rectification works during Defect Liability Period (12 Months from the date of completion of the project) of any Works contractor(s) / purchase(s), PMC shall extend their supervisory / technical assistance at no extra cost.

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

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

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

29.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.

29.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company.

30. **TAXES:**

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

30.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India.

30.3 The contractor shall furnish to the company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them. Contractor shall be responsible

for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

30.4 Prior to start of operations under the contract, the contractor shall furnish the company with the necessary documents, as asked for by the company and / or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No objection Certificate" for releasing payments to the contractor.

30.5 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time.

30.6 Corporate and personal taxes on contractor shall be the liability of the contractor and the company shall not assume any responsibility on this account.

30.7 **All local taxes, levies and duties, sales tax, octroi, customs duty, VAT etc. on purchases and sales made by contractor shall be borne by the contractor.**

30.8 **SERVICE TAX:**

Quoted price should be **exclusive** of applicable Services Tax.

30.9 **CUSTOMS DUTY ON EQUIPMENT:**

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

30.10 **CUSTOMS DUTY:**

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

30.11 IMPORT LICENSE:

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

31. INSURANCE:

31.1 The contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the contractor or its subcontractor during the currency of the contract.

31.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances 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 Any deductible set forth in any of the above insurance shall be borne by Contractor.

- 31.4 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 31.5 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried by Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.
- 31.6 Contractor shall require all of their sub-contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-contractors.
- 31.7 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company.

32. **CHANGES:**

- 32.1 During the performance of the work, Company may make a change in the work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.
- 32.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (**Part - 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

Chief Manager (Contracts)
OIL INDIA LIMITED
PO: Udayan Vihar
Assam-781171, India
E-mail: ellora@oilindia.in
Fax No. 91-0361-2643686

DGM(M &S)
OIL INDIA LIMITED
PO: Udayan Vihar
Assam-781171, India
E-mail: rksarma@oilindia.in

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:**

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COMPANY

- 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 withholding payments shall be removed, payment shall thereafter be made for amounts so withheld. Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor which is directly/ indirectly related to some negligent act or omission on the part of Contractor.

42. **SUBSEQUENTLY ENACTED LAWS:**

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

43. **ROYALTY AND PATENTS:**

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

44. **WAIVER:**

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

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

SIGNED AND DELIVERED FOR AND
ON BEHALF OF CONTRACTOR

(Signature of Contractor or his legal
Attorney)

_____ by _____
the hand of _____ its
Partner/Legal Attorney

(Full Name of Signatory)

(Seal of Contractor's Firm)

And in presence of

(Signature of (Witness))

Date: _____

(Full name of Signatory)

Address:

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

(Signature of Acceptor)

Date: _____

Designation: _____

PART II - SOQ

OIL INDIA LIMITED
(A Govt. of India Enterprise)

Description of Service: HIRING THE SERVICES OF DESIGN, DETAIL ENGINEERING AND INSTALLATION OF 406.4 MM OD PIPELINE AND 'OFC' BY HDD AT 2 LOCATIONS OF NH37 ROAD CROSSINGS AND HOOKUP WITH EXISTING 16" CRUDE-OIL PIPELINE IN THE DISTRICT OF JORHAT

TENDER NO. CGI 4370 P18
SCHEDULE OF QUANTITIES (SOQ), SERVICE/WORK AND RATES

SL. NO.	DESCRIPTION OF WORK	QTY (A)	UNIT	RATE PER UNIT (B)		TOTAL AMOUNT (AXB)
				FIG	WORD	
10	<u>Welder Qualification Test:</u> Making arrangement for Welder Qualification Test as per API 1104 by reputed Testing agency (Pipeline), complete with radiographic test and destructive tests etc. approved by company for i) Welders, ii) Welding Procedure iii) Welding Rod. The test piece shall be collected from the company's pipe yard and prepare the test piece for testing. No extra payment will be made for change of welder. Two nos of welders shall be used for welding of test piece on either sides with E6010/E7010. Contractor shall bear the cost for welder qualification test for change of welders. Welder qualification test certificate, Experience certificate of the fitting/Welder should be submitted to PLM PS3, base prior to start of the job. All machineries, equipment and consumables shall be arranged by the contractor at no extra cost	1	JOB			
20	<u>Transportation of 3 LPE Pipe:</u> Transportation of 3LPE Pipes from Pipe Yard at PHQ-Guwahati, OIL- to Jorhat and	648	M			

CONTRACTOR
COMPANY

	Golaghat Site including Loading/ Unloading, secured and safe storage of pipes at the site, supply of supports to protect the pipe coating and pipe ends during transportation and storage as per specification provided herein or as directed by the Company's Representative / Engineer in Charge					
30	Transportation of Bare Line Pipe: Transportation of Bare Line Pipes from Pipe Yard at PHQ-Guwahati, OIL- to Site including Loading/ Unloading, secured and safe storage of pipes at the site, supply of supports to protect the pipe ends during transportation and storage as per specification provided herein or as directed by the Company's Representative / Engineer in Charge	120	M			
40	Clearing & Grading: Clearing / removal / disposal of farm crops, undergrowths, trees, any other items on the ROW segment/ work area, Grading / Levelling / Bulldozing of existing/ new ROW segment to make a levelled contour for welding of the pipe segments and as instructed by the Company's Representative / Engineer in Charge. All labour, equipment, consumables etc. shall be arranged and supplied by the Contractor	7,680	M2			
50	Swabbing, Cleaning and Stringing of Pipe: Manual stringing of pipe joints on sand bags along the ROW. Cleaning the inside of the pipe by manually or any other suitable means prior to welding and installation of night cap in all open ends. Checking of pipe	768	M			

	ends by gauging tool. Pipe ends to be checked for any defects. The tools and tackles required are to be provided by the Contractor					
60	Repair of Defective Pipe Ends: Repair Pipe end Cut & re-bevel by cutting and re-bevelling of defects (dents in bevels exceeding 3 mm in depth) attributable to COMPANY(OIL) noted at the time of taking delivery from the company's Pipe Yard, including performing all works as per drawings, specifications and instructions of Company's Representative / Engineer in Charge. Any Defect found after taking over shall be carried out at Contractor's cost.	35	NO			
70	Repair of Defective coatings of 3LPE pipe: Repairing of damaged 3LPE coating of line pipe noted before taking over from company's yard including supply of all coating repair materials and consumables etc. and testing and performing all works necessary for completion of works strictly in accordance with the relevant specifications and instructions of Company's Representative / Engineer in Charge. The job covers complete removal of defective coating and applying repair patch of coating as directed. Any Defect found after taking over from Company's yard shall be carried out at Contractor's cost. The coated pipe shall be subjected to Holiday Detection test for perfection. Any Defect found after repairing shall be repaired at contractor's cost. The Holiday testing shall be carried out by Company's personnel or Third party Inspectors. The contractor shall provide assistance during	2,700	CM2			

	the testing operation. The Measurement shall be based on size of the defect					
80	<p><u>Welding of Pipe Joints:</u> Welding of pipe joints as per API 1104. The electrodes shall be of suitable gauge and specification of E6010 / E7010. The electrodes have to be tested and approved prior to welding. Welders engaged for this job shall be duly certified by the Company prior to his engagement by Welder Qualification Test as per Sl. No.10. The contractor shall supply all the equipment / machinery / manpower consumables like electrodes, grinding disc, wooden skid etc. as necessary for the job. The contractor shall have to provide canopy for the welding. The defective joints shall be repaired at contractor's cost. The job shall be carried out as per instructions of Company's Representative / Engineer in Charge</p>	75	NO			
90	<p><u>Radiography of Welding Joints:</u> The welding joints shall be radiographically inspected as per API 1104. Contractor shall engage qualified Radiographer having valid certificate from BARC (Bhaba Atomic Research Centre). The contractor shall also comply with all the latest norms relating to radiation safety as stipulated by BARC</p>	75	NO			
100	<p><u>Hydrotesting & Gauging:</u> Carrying out air pigging, gauging with aluminium plate of the entire pipeline as per the approved SOP of the company. Necessary safety arrangement shall be done at the pig receiving end. The Job shall be</p>	768	M			

	<p>carried out as per instructions of Company's Representative / Engineer in Charge. Hydraulic testing of entire section of the welded pipeline shall be subjected to a pressure as mentioned by Engineer in Charge for a minimum period of 24 hrs. (continuous). The water required for hydro-testing should be arranged by the contractor. The job shall be carried out as per the approved SOP of the company. All arrangements including pressure recorder/ pressure gauge etc shall be done by the contractor and shall be calibrated and in good condition. Calibration certificate shall be provided prior to the testing. The contractor shall engage sufficient number of competent people over the entire line to keep vigilance on the line during the test. In case of failure, the contractor shall locate it and report to the site Engineer / Supervisor of the Company. Any failure due to contractor's bad workmanship shall be rectified at contractor's cost. The contractor shall also repeat the pressure test free of charge. The detailed report shall be submitted. The hydrotesting of the pipeline shall be carried out after necessary air pigging with gauging of the line pipeline</p>					
110	<p><u>Supply of Heat Shrinkable Sleeve:</u> Heat shrinkable wraparound sleeve shall consist of radiation cross-linked, thermally stabilized, ultraviolet resistant semi-rigid polyolefin backing with a uniform thickness of high shear strength thermoplastic / co-polymer hot melt adhesive. The joint coating system shall</p>	64	NO			

	<p>consist of a solvent free epoxy primer applied to the pipe surface prior to sleeve application. The backing shall be provided with suitable means (thermo-chrome paint, dimple, or other means) to indicate the desired heat during shrinking in field is attained. The sleeve shall be supplied in pre-cut sizes to suit the pipe diameter and the requirements of overlap. The heat shrinkable wraparound sleeve shall have the required adhesive properties when applied on various commercial pre-coating materials. Heat shrinkable wraparound field joint coating system manufactured by M/s Tyco Adhesives ,M/s Raychem and M/s Canusa or any other reputable brand with prior consent of Engineer in Charge are acceptable for the supply of field joint coating materials</p>					
120	<p>Installation of Heat Shrinkable Sleeve: Application of Heat shrinkable joint sleeve on weld joint by Cleaning of exterior surface of pipes by sand blasting and subsequent priming of cleaned surfaces. All equipment materials for cleaning and sand blasting should be arranged by the Contractor. Coating of welded pipeline shall be done in conformity to the applicable code. The coated pipe shall be subjected to Holiday Detection test for perfection. Defective section of the pipes shall be repaired at contractor's cost. The Holiday testing shall be carried out by Company's personnel or Third party Inspectors. The contractor shall provide assistance during the testing operation</p>	64	NO			

130	<u>Cross trenching:</u> Excavation of earth / trench cutting of suitable depth across the ROW manually at 15 meter interval (approx) for identification of other utilities like pipeline, cable etc and provide adequate protection of the utilities present against any damage during execution. Cross trenching shall be carried out as directed by company representative / Engineer in charge. Measurement will be length of the trench dug	144	M			
140	<u>Coating and Wrapping by Cold Applied Tape:</u> Coating and Wrapping of Bare Line Pipe and Existing pipe section by Cold Applied Tape in compliance with AWWA C 209. The job includes scrapping of existing coating on old pipes, cleaning, and surface preparation by sand blasting as per AWWA C 209 including supply of equipment and all consumables, application of primer and inner and outer wrap of cold applied tape and as per instruction of the Engineer in charge. Any defect found during testing by holiday or any other method shall be repaired and cost shall be borne by the contractor. The coating Material shall be supplied by the Company	307	M2			
150	<u>Excavation of Trench:</u> Excavation of open trench along the ROW for lowering and laying of new pipeline, coating refurbishment of old pipeline etc. as per instructions of the Engineer in Charge. The excavation shall be such that the slope of embankment is at least 30 degrees and protection shall be given against collapse of trench if required. The	240	M			

	bottom, width & sides of the trench should be smoothly finished to accommodate the welded section of the pipe without any strain. This shall include all the trenching jobs along the ROW irrespective of the quality of earth like slushy or water logged area or normal soil including dewatering if required. Contractor shall also provide barricading the whole trench and installation of signs to avoid any mishap					
160	<u>Lowering of Pipeline:</u> Lowering of the new pipeline inside the excavated trench without causing any damage to the coating or the pipe. Any damage during handling shall be repaired at the contractor's cost. Contractor must arrange water pump to drain out the water from the trench before lowering the pipe	120	M			
170	<u>Making of Field Bends:</u> Making of field bend of 406.4 mm dia 11.92/ 7.92 mm wall thickness pipe of bend radius more than 20D including movement at site, inspection as per specification. Any damage to pipe shall be rejected and the cost of replacement shall be borne by the contractor	10	NO			
180	<u>Construction of Earthen Pit:</u> Earth cutting for making pit to accommodate spilled crude oil . This includes arrangement of the land, shielding of the pit walls with suitable polythene sheet to minimize seepage, covering the pit with tarpaulin etc. for protection against rain or any other event. The excavated earth shall be stacked of size- 2m wide & 1 m height and 1 m away from pit boundary. Stacked earth and pit side wall shall be dressed	1,200	M3			

	suitably for laying polyethylene sheet. Arrangement of land shall be done by way of leasing if required or any other suitable means. Pit to be dug on sides of the either bank of the hook-up location. Contractor shall also provide barricading the whole trench and installation of signs to avoid any mishap. The job shall be as per instructions of the Engineer in Charge					
190	<u>Collection & Pumping of Crude Oil:</u> Collection and Handling of Spill into the designated earthen Pit excavated for the purpose. This includes collection of the crude oil into the designated pit, Necessary assistance to PLM team for pumping the crude oil from the pit in to the pipeline including arrangement of compressor and other misc. items required for safe operation of the Job	1,200	M3			
200	<u>Evacuation of Crude Oil:</u> Making arrangement for Air Pigging of the entire segment of old pipe to evacuate and collection of crude oil and sludge including welding of necessary fittings on either side for Air pigging, supply of equipments (Air Compressor, Welding Set etc.) and all other consumables etc. and as per instructions of Engineer in Charge	2	EACH OPERATION (EOP)			
210	<u>Hook-up Job:</u> Hook up with existing pipeline at both ends including clearing, any additional excavation required, dewatering, Cutting of Pipe, end preparation, coating and wrapping and all other works related to hook up shall be carried out as per approved SOP of the company, and making all necessary	4	NO			

	arrangement for safe working, providing assistance for testing, providing all necessary equipment, labour, materials, consumables and performing all works necessary for completion of works strictly in accordance with the relevant specifications and as per instructions of Engineer in Charge					
220	<u>Retrieval of Pipes & Accessories:</u> Retrieval of 16" pipes, casings and vent pipes etc, from old existing section. The job shall include manual cutting of the pipes at 10m interval with Hacksaw, Isolation and Retrieval of valves, as per instructions of the Engineer in Charge	708	M			
230	<u>Transportation of Retrieved Pipes & Access:</u> Loading Unloading of 16" Pipes including accessories like Valves, Hangers and other Bridge Crossing structures and onward transportation to Pump Station 3 (Jorhat) as per instructions of the Engineer in Charge	708	M			
240	<u>Supply of Air Compressor:</u> Supply of Air Compressor for Logistic support during the job of Hook up job for Air pigging of the existing Pipeline to evacuate the product away from the Hook-up Location	8	EACH PER DAY(E PD)			
250	<u>Supply of Generators:</u> Supply of generators on each side of the Hook-up location for the whole job of Hook-up and restoration works until the completion of the entire job at the site. This Includes uninterrupted operation of generator throughout the night and if required during day time also and supply of all lightings such as halogen lamps, tube	8	EACH PER DAY(E PD)			

	lights, bulbs etc.					
260	<u>Supply of Hydra/Crane:</u> Supply of Hydra/Crane for Logistic Support for the whole job of Hook-up and restoration works for various activities at the site.	8	EACH PER DAY(E PD)			
270	<u>Supply of Oil Tankers:</u> Supply of Oil Tanker of capacity 9Kl/12Kl as stand by during the Job of Hook-up and restoration works. The job shall be carried out only as per instructions from the Engineer in Charge	16	EACH PER DAY(E PD)			
280	<u>Transportation of Crude Oil in Tanker:</u> Cost of Transportation of Crude Oil in Standby Tankers from Site to PS3-Jorhat. The job involves handling, collection Loading of crude oil from Pipeline/Earthen Pit into the tanker and onward transport to PS3-Jorhat and Unloading at PS3-Jorhat including supply of all tools, accessories etc. required for carrying out the job. The job shall be carried out only as per instructions from the Engineer in Charge	16	TRIP(T RP)			
290	<u>Laying of Pipe by HDD:</u> Design, Detailed engineering, and installation of 406.4 mm O.D. 11.92 mm W.T. API 5L-Grade 46, 3LPE coated pipe across the road by 'Horizontal Directional Drilling' method as per specification and applicable drawing or as directed by Engineer-in-charge. The job includes: a) Design of HDD profile including detailed engineering and design calculation, preparation of all necessary construction drawings. b) Installation of pipeline below	648	M			

	the road by HDD operation to the correct profile as per approved drawing and instruction of engineer in charge. c) Carryout pre-installation gauging and hydrostatic testing of the pipeline. d) Preparation and submission of as-built drawings and other drawings etc					
300	<u>Study & Installation of CP system:</u> To carry out current requirement survey for Cathodic Protection system after installation of pipeline crossing and recommendation. Supply and installation CP system with magnesium anode or any other suitable method. The job shall be carried only after necessary approval from the Engineer in Charge.	2	EACH OPERATION (EOP)			
310	<u>Test Water Replacement:</u> Replace the Hydrotest water by pigging with treated water having corrosion inhibitor with sufficient PPM in a manner to avoid corrosion effect at least for one year including supply of C.I and other consumables and equipments. End cap have to be welded. The job shall be carried only after necessary approval from the Engineer in Charge	2	EACH OPERATION (EOP)			
320	<u>Site Restoration:</u> Cleaning the area and Restoration of Site in all respects and as per instructions of the Engineer in Charge	2	EACH OPERATION (EOP)			
330	<u>Installation of OFC duct along HDD profile:</u> Transportation of 75 mm NB MS pipe & 40/33 mm size OFC HDPE duct from OIL's store location at PS-3, Jorhat in Assam to site. Contractor shall be responsible for welding, fabrication & stringing of the 75	648	M			

	<p>mm MS pipes and pulling the 75 NB MS pipe along with the 406.4 mm OD HDD pipe. Before pulling of 75 NB MS pipe the OFC HDPE duct shall be inserted inside the 75 mm NB MS pipe and duct integrity test shall be done by the contractor. Duct integrity test shall be carried by applying pressurized air of about 10 bar at one end of the duct and a pressure measuring gauge at the other end. The pressure inside the duct shall be remaining stable for at least 10 minutes. In case any leak in pressure is there, it should be rectified and test should be repeated by the Contractor at his own cost for successful pressure test.</p> <p>Contractor shall take sufficient precaution during welding of 75mm NB pipe so as not to damage the HDPE Duct. Before pulling of 75mm NB MS pipe with HDPE duct inside the both ends of duct as well as the MS pipe shall be properly seal by the contractor at their cost to prevent ingress of any unwanted debris inside the duct and MS pipe. Contractor shall be responsible to carry out any change and or modification in work procedure as directed by site In-charge of OIL during execution of the work.</p> <p>BLOWING:</p> <p>Optical Fibre Cable shall be blown into HDPE duct with the help of Air Compressor and Blowing Machine. The blowing method involves feeding of optical fibre cable into the duct with the help of consistent airflow of specified pressure, equally distributed along the entire cable throughout the</p>					
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	<p>duct. Polywater PL 2000 lubricant/ or equivalent lubricant shall be used for smooth movement of the cable.</p> <p>The Contractor shall perform the blowing operation in a steady and suitable speed so that folding back of cable inside duct do not occur or create excessive flutter in cable during blowing. Contractor shall either repair or replace, as directed by the site In-Charge of OIL, at their own cost if the OFC is damaged during blowing it through the HDPE duct.</p> <p>Optical Fibre Cable (OFC) drum will be supplied by OIL at the HDD site and contractor shall be responsible for safe custody as well as safe handling of OFC during the entire work period</p>					
TOTAL						

Total Price (In words) _____

NOTE- Bidder must include all liabilities including statutory liabilities (**VAT etc**) but **excluding Service Tax** in their quoted rates. **Service Tax**, if applicable, shall be to the Company's account. However, Service Tax portion payable directly by the Service Provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.

Special Conditions of Contract (SCC)**1.0 GENERAL :**

1.1 Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC), Specifications of Work, Drawings and other documents forming part of this contract wherever the context so requires.

1.2 Notwithstanding the sub-division of the documents into these separate parts and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract in so far as it may be practicable to do so.

1.3 Where any portion of the GCC is repugnant to or at variance with any provision of the SCC, then the provision of the SCC shall be deemed to override the provisions of the GCC and shall, to the extent of such repugnance or variations prevail.

1.4 Wherever it is mentioned in the specifications that the contractor shall perform certain works or provide certain facilities, it is to be understood that in addition to the items supplied by the company, the contractor shall do so at his own cost, being deemed to be part of the relevant item in the schedule of rates (SOR) whether specifically stated or not.

1.5 The design and workmanship of all materials to be used / supplied by the bidder shall satisfy the relevant Standards & Codes, besides the specifications & stipulations contained herein the contract specifications. The bidder shall absorb all cost because of the additional involvements thereon.

1.6 A pre-bid conference shall be organized by the owner to clarify the service requirement. Bidder may seek clarification to any of the issues and confusion, if any, in respect of the work. It would be considered that bidder satisfied himself regarding the details furnished by the owner in the tender document, feasibility of the method of construction and other associated job.

2.0 DETAILS OF JOB :

Design, Detail Engineering and Installation of 406.4 mm OD Pipeline by Horizontal Directional Drilling method at NH highway crossing including laying of 406.4 mm OD Pipeline & Hook-ups with existing crude oil pipeline

3.0 SCOPE OF WORK:

3.1 Preparation of detailed construction / installation drawings, method, Statements for Owner's approval.

3.2 Submission of QA/QC procedure for Owner's approval.

3.3 The scope may be broadly summarized for each location as follows:

- a) Mobilization of materials and equipments to work-site and making of approaches.
- b) Welder's Qualification Test.
- c) Design and Installation of submerged pipeline crossing.
- d) Supply of Heat- Shrinkable sleeve for joint coating.
- e) Handling & Transportation of pipes and coating materials.
- f) Stringing, Welding, Radiography and Hydro-testing prior to installation.
- g) Post – installation Hydro-test.
- h) Installation of “temporary Cathodic Protection” of installed pipe section.
- i) Hook up with existing pipeline.
- j) Crude oil handling and transportation.
- k) Refurbishment of coating,
- m) Back filling and Restoration of site.
- n) Laying of HDPE duct.

3.4 Taking delivery of Owner-supplied pipes from the designed location at PHQ, Guwahati and transporting them to work sites. Repair of pipe ends, if any.

3.5 Mobilizing equipment, manpower and other resources etc. site preparation including arrangement of additional land required for pipeline stacking / welding, stringing and equipment placement, preparation launching area / facilities and access to work site etc.

3.6 String preparation including pipe welding, inspection and 100% radiographic inspection of the girth welds.

3.7 Design and detailed engineering and installation of 406.4 mm OD 11.92 W.T.API grade 5L –Grade 46 pipe across National Highway crossing by “Horizontal Directional Drilling” method as per specification and applicable drawing or as directed by Engineer- in - charge.

- 3.8 Installation of pipeline below the highway by HDD operation to the correct profile as per approved drawing.
- 3.9 Carryout post-installation gauging and hydrostatic testing of the pipeline.
- 3.10 To carry out current requirement survey for Cathodic Protection system after installation of pipeline crossing and recommendation. Supply and installation CP system with magnesium anode or any other suitable method.
- 3.11 Repairing of damaged 3LPE coating of line pipe during taking over at company's yard including supply of all repair material. The job covers complete removal of defective coating and applying repair patch of coating as directed by the Engineer-in-charge.
N.B: Any coating repair after taking over shall be carried out at Contractor's cost.
- 3.12 Replace the Hydro test water by pigging with treated water having corrosion inhibitor with sufficient PPM in a manner to avoid corrosion effect at least for one year. End cap have to be welded.
- 3.13 Laying of pipe size 406.4 mm dia 11.92 mm/ 7.92 mm wall thickness including transportation hauling, end preparation, making Tie Joint, welding, 100% radiographic inspection, trenching, dewatering, coating & wrapping, lowering, backfilling, existing pipeline crossing etc in all type of terrain in OIL's ROW / ROU including supply of all consumables, transportation of required pipes from company's yard and complete in all respect as per specification. up STREAM: 150M, down STREAM : 100M
- 3.14 Make trench across the ROW manually at 15 mtr interval (approx) for identification of other utilities like pipeline, cable etc and provide adequate protection of the utilities present against any damage during execution.
- 3.15 Transportation of 406.4 mm dia 7.92 / 11.91 mm wall thickness line pipes from OIL's dump site at PHQ, Guwahati to site including loading, unloading and stacking as per specification provided herein or as directed by the engineer-in- charge.
- 3.16 Making field bends of 406.4mm dia 11.92/ 7.92 mm wall thickness pipe of bend radius more than 20D including transportation, inspection as per specification or as per site requirement.
- 3.17 Carrying out air pigging, gauging with aluminum plate and hydrostatic testing of complete pipeline along with hydro-test of the completed string up to 85% of SMYS or 107.5 kg/cm², whichever is minimum for 24 hours, this shall include repair / replacement of defects and re-testing till successful hydro test is achieved approximate length
- 3.18 Carrying out coating & wrapping of the pipeline by CTE / cold applied tape and holiday inspection and repair of coating damages, if any.

- 3.19 Proving of internal diameter of pipe for the newly laid pipe segment including HDD portion using aluminum gauge pigging.
- 3.20 Preparation and creation of the logistic support for execution of Hook up job which shall involve infrastructure development. The Shut-down job shall complete within 48 hrs from the time allotted by the company. The work shall be carried out round the clock basis. Two separate independent team with all equipment and manpower shall be deployed each end at hook up job locations. All equipment and man-power required for successful completion of the job shall be made available hot-stand by during shut-down period. The Equipment such as Air compressor-2 nos, Recovery van / crane / hydra - 1 no Generator- 1 no shall be kept on hot standby mode for 72 hrs.
- 3.21 Hook-up with existing pipeline at both end including clearing, grading, trenching, dewatering, end preparation, welding, radiographic inspection, coating & wrapping and back filling within 60 hrs including cutting of existing pipe by hacksaw , Cleaning the area , Spreading of dry sand, preparation for welding etc. complete in all respect. The job includes providing sand, electrode, hacksaw etc. required for successful completion of the job.
- 3.22 Making arrangement for Air Pigging of the entire segment of old pipe to evacuate crude oil and sludge and make blind at both end by welding. The job includes Handling, collection and transportation of spill during Hook-up.
- 3.23 Making pit to accommodate spilled crude oil. This includes arrangement of the land, shielding of the pit walls with suitable polythene sheet to minimize seepage, collection of the crude oil into the pit. The excavated earth shall be stacked of size- 2m wide & 1 m height and 1 m away from pit boundary. Stacked earth and pit side wall shall be dressed suitably for laying polyethylene sheet. Arrangement of land shall be done by way of leasing or any other suitable means. Pit to be dug on both side of the hook-up location.
- 3.24 Collection and Handling of Spill into the designated earthen Pit excavated for the purpose. This includes collection of the crude oil into the pit, making arrangement for pumping the crude oil from the pit in to the pipeline and all safety aspects during the operations.
- 3.25 Retrieval of pipes from underground section. The job shall include Air Pigging of the entire segment, Collection and handling of product and sludge from old pipes, cutting of the pipes at 10m interval with Hacksaw, Dismantling of the hangers and loading, unloading and onward transportation to PS3, Jorhat.
- 3.26 Coating and wrapping of existing 406.4 mm (16") dia pipeline by cold applied tape the job involves scrapping of the existing coating; sand-blasting (including supply of sand); transportation of material to site; removal of scraps; providing protection during sand blasting; applying primer and cold applied tape (inner wrap and outer wrap) including assistance to inspection team; backfilling and restoration of site in all respect

3.27 Installation of 508 mm OD 6 mm thick casing pipe for Road crossing by way of boring and insertion of 406.4 mm OD carrier pipe complete with casing pipe, insulators, vent pipes end seals and including transportation of all materials, welding, radiographic inspection, Hydro testing, treating, testing and tie-in as per specification & applicable drawings including all consumables except casing end seals.. Note: Casing end seals shall be supplied from Company stock.

3.28 Installation of OFC duct (2 nos) across the highway along the HDD profile. The job involves loading / unloading, transportation etc of OFC duct from OIL's dump site at Jorhat pulling the ducts along with the pipe as directed by the engineer-in-charge.

3.29 Preparation & submission of "As-Built" drawings & record.

3.30 All other works, which are not specifically indicated above, but required for successful completion of the works as per the tender documents, drawings, construction methodology & detailed engineering calculations etc.

3.31 Submission of daily progress reports

3.32 Restoration of site and final clean-up including de-mobilization.

4.0. SCOPE OF SUPPLY

4.1. OWNER'S SCOPE OF SUPPLY:

a) The Owner's scope of supply shall be limited to the supply of the following:

i) 406.4 mm OD x 7.91 / 11.92 mm WT,API 5L,G-46 pipes from the designated stockpile location at PHQ' Guwahati..

ii) Coating materials as required.

iii) Gate valve,

iv) Casing end seal

v) OFC duct

4.2 CONTRACTOR'S SCOPE OF SUPPLY

All other equipment, materials, consumables, etc. not specifically indicated above, but are required for successful completion of the works as per the tender documents, drawings / construction methodology / detailed engineering calculations etc. shall be included in the Contractor's scope of supply.

5.0. OWNER'S RESPONSIBILITIES

Owner shall review and approved detailed engineering, including engineering analysis/calculations, work procedures/construction methodology and drawings etc. prepared by the Contractor for execution of the entire job.

6.0 CONTRACTOR'S RESPONSIBILITIES.

6.1 Prior to quoting prices, the bidder shall be deemed to have visited the site and satisfied himself regarding the details furnished by the Owner in the tender document and the feasibility of the method of construction for the crossing and associated completion of the job.

6.2 Land required for Pipe stringing, operation and associated facilities etc. shall have to be arranged by the contractor at his own cost. Cost of making temporary access road to site, payment to the landowners if and when necessary, crop compensation etc. for the previously mentioned purpose shall be borne by the contractor.

6.3 Contractor shall be solely responsible for settling all compensation and disputes arising out of crop, property, any other damage caused thus, or his team during positioning the rig, pipeline stringing, construction and other associated works.

6.4 Disposal of wastes shall be exclusive responsibility of the Contractor. The contractor shall obtain any permits, permission or clearances required in this regard.

6.5 Contractor shall provide particulars of his qualified skilled / unskilled personal and equipment, instrument tools and tackles and all other necessary materials and facilities required for successful execution of the entire job.

6.6 Contractor shall supply all the materials required for permanent incorporation in the works as per his scope of supply, specified in the document.

6.7 Contractor shall use reasonable means / endeavours to protect all existing structures or utilities at or near the site, belonging to the company, the government or other third party facilities or installations from any kind of damage. The contractor shall also undertake to repair and restore such damage resulting from Contractor's failure to use suitable means/endeavours to protect the same.

Any such repair or restoration shall be at Contractor's expense and shall not be reimbursable.

6.8 All surplus materials supplied by Contractor / Owner and all trash, refuse and spoil materials shall be collected and disposed of / returned to the Owner's store by the contractor at his own expenses, as the case may be.

7.0 TECHNICAL PARAMETERS:

7.1 Actual construction shall be as per the owner's approved construction drawings to be developed by the contractor and approved by the owner and statutory authority, if any, as per provisions of the tender documents.

Contractor shall make site investigation before submission of the bid and no compensation, whatsoever, shall be payable on this account subsequently.

8.0 WATER AND POWER SUPPLY:

8.1 Contractor is responsible to arrange the required water and its storage at the site and power requirement at his own cost for execution of the work.

9.0 TIME OF COMPLETION

Time of completion shall be **6 (Six) months** from the date of issue of work order at a single stretch.

The time of completion shall be encompassing time for mobilization, approval of the design & other materials, if any.

10.0 CONSTRUCTION:

Contractor shall observe all laws, rules and regulations, and requirements both National and local pertaining to the work in addition to the specified codes of the specifications.

11.0 INSTALLATION AND INSPECTION :

The contractor shall carry out required supervision and inspection as per the QAP and furnish all assistance required by the owner in carrying out inspection work during this phase. The owner shall have Engineers, Inspectors or other authorized representatives, who shall have free access to the work site all throughout. If representative of the owner notifies the contractor's authorized representative, of any deficiency, or recommends action regarding compliance with the specifications, the contractor shall make every effort to carry out such instructions in conformance to the specifications and approved drawings as per the best engineering practices.

12.0 EXISTING FACILITIES :

Existing facilities like drains, pipes, pipelines, cables, overhead wires, OFC cables and similar services encountered in the course of the work shall be protected against damage by the contractor at his own cost, such that the aforesaid services remains un-interrupted to the satisfaction of the owner and are not likely to hinder the operation of such services.

Any damage affecting the existing facilities / structures due to the contractor's fault shall be repaired by the contractor at his own cost to the satisfaction of the owner or the Engineer in charge of the concerned authority.

13.0 CONSTRUCTION EQUIPMENT :

All construction equipment to be deployed shall be in sound operating condition, safe and fit for the intended purpose and to have a sufficient supply of spares

parts to avoid delays in the completion of the work. All construction equipment shall be subject to inspection and approval from time to time by the owner for ensuring conformity with the standard. Any such equipment, which is rejected or non-conforming with the standard shall be promptly repaired or removed / replaced by the contractor at his own cost.

14.0 TEST AND INSPECTION

a) The contractor shall carry out various tests, as enumerated in the technical specifications of these technical documents that will be furnished to him during the execution of the work.

b) All the required test pertaining to execution of the work either on the field or in laboratories and supply of materials by the contractor shall be carried out by himself at his own cost. All test equipment including recording / measuring gauges / instruments shall be calibrated and necessary certificates shall be shown issued by the statutory agency / test houses to the effect that the test equipment / instruments have been calibrated as per the standard practices on demand.

c) The contractor shall carry out all instructions given during inspection(s) and shall ensure that the work is being carried out in accordance to the technical specifications and relevant codes and practices. Contractor shall submit daily work program to the Engineer in charge.

d) Any work, not conforming to the execution drawings, specifications or codes shall be rejected forthwith and the contractor shall carry out the rectification at his own cost.

e) All the results of inspection and tests will be recorded in the inspection reports, pro forma to be approved by the Engineer in charge. These reports shall form part of the completion document.

15.0 COMPLETION CERTIFICATE :

15.1 Within 15(fifteen) days of issue of final test certificate, the contractor shall clear the job-site of all surplus materials, equipment and machinery and shall demolish / dismantle including removal of all temporary work structures and constructions. The contractor shall remove all rubbish and restore the job-site to the satisfaction of the Engineer in charge.

15.2 In addition to the stipulations contained in the clauses of GCC, the contractor shall submit the following documents as prescribed by the Engineer in charge.

- a. Declaration in respect of completion of works.
- b. Material reconciliation statement duly verified and certified by the site engineer.

- c. Manufacturer's test certificate for all materials supplied by the contractor.
- d. All test certificates carried out by the contractor in conformance with the QAP.
- e. Certificate of return of all surplus materials, equipment Machineries etc, if any supplied by the owner.
- f. Pipe-gauging report.

15.3 The engineer in charge shall issue a completion certificate in respect of the works within 15(fifteen) days of receipt of the application along with the documents indicated in 15.2.

The decision of the Engineer in charge as to the acceptability of the "material reconciliation statement" furnished by the contractor and as to the ir-recoverable losses if determined to be reasonable, shall be final and binding upon the contractor.

15.4 The final bill shall not be accepted for processing unless the requisite completion certificate is furnished along with document.

16.0 PRICE ESCALATION:

The contract price shall deem to be "firm and valid" for the entire duration of the contract till the completion of the work and shall not be subjected to any variation due to increase of price of materials, utilities etc.

17.0 MOBILIZATION ADVANCE:

No mobilization advance shall be admissible for carrying out work.

18.0 FIRE FIGHTING AND SAFETY EQUIPMENT / SERVICES: (As per API wherever applicable)

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

- i) Contractor shall provide all necessary PPE as required.
- ii) Fire protection at site shall be the responsibility of the Contractor. Necessary action shall be taken and prior arrangements to be made for providing competent persons trained in the field of fire fighting at the site.
- iii) Documentation, record keeping of all safety practices should be conducted as per international / Indian applicable laws, act, regulations etc, as per standard

Oilfield practice and these records should be made available for inspection at any point of time. The H.S.E (Hygiene Safety and Environment) policy as well as emergency procedure manual should be kept at site. Compliance of these shall be the sole responsibility of the Contractor.

19.0 SECURITY SERVICES:

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

i) Set-Off :

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

ii) Subsequently Enacted Laws :

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

iii) Pollution and Contamination:

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

a) Contractor shall assume all responsibility and liability for cleaning up and removal of pollution or contamination which originates above the surface from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents and garbage wholly in Contractor's possession and control and/or directly associated with Contractor's equipment and facilities, caused, and that originating from normal water base drilling fluid and drill cuttings.

b) Contractor shall assume all responsibility and liability for all other pollution or contamination, howsoever caused including control and removal of same, which may occur during the term of or arising out of this contract and shall indemnify Company from and against all claims, demands and causes of

action of every kind and character arising from said pollution or contamination, including but not limited to that which may result from fire, cratering seepage or any other uncontrolled flow of oil, gas, water or other substance, as well as the use or disposal of oil base drilling fluids.

c) In the event a third party commits an act of omission which results in pollution or contamination for which either the Contractor or Company, by whom such party is performing work is held to be legally liable, the responsibility shall be considered as between Contractor and Company, regardless of the party for whom the job was performed and liability as set forth in (a) and (b) above would be specifically applied.

d) Contractor shall be responsible for any sound/noise pollution arising out of the Rig package or other items used by Contractor at site. Contractor shall sort out the noise/sound pollution with the third party either by minimizing the sound/noise pollution with technological means or by compensating the affected people practicing the system and procedure followed by OIL. Contractor must ensure that there is no disruption of operation due to sound/noise pollutions.

20.0 DISCIPLINE :

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

21.0 WATER MANAGEMENT:

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

22.0 EFFLUENT PIT BUNDS:

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

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

23.0 COLLECTION OF USED / BURNT LUBE OIL:

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

24.0 COMPREHENSIVE 'HSE' GUIDELINES:

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

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

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

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

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

F) Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For

work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.

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

H) The Contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons

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

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

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

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

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

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

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

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

- Q) To arrange daily tool box meeting and regular site safety meetings and maintain records.
- R) Records of daily attendance, accident report etc. are to be maintained by the Contractor.
- S) A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
- T) A Contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- U) Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
- V) In case Contractor is found non-compliant of HSE laws as required Company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized prevailing relevant Acts/Rules/Regulations.
- W) When there is a significant risk to health ,environment or safety of a person or place arising because of a non-compliance of HSE measures Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
- X) The Contractor should prevent the frequent change of his contractual employees as far as practicable.
- Y) The Contractor should frame a mutually agreed bridging document between OIL &the Contractor with roles and responsibilities clearly defined.
- Z) For any HSE matters not specified in the contract document, the Contractor will abide the relevant and prevailing Acts/rules/regulations/pertaining to Health, Safety and Environment.

25.0 The Line Pipes & Coating materials are kept under the scope of company's supply:

- a) The new pipes to be uplifted by contractor from PHQ-Guwahati campus and stored at the site properly.
- b) And dismantled old pipes from site to be stored at PS3-Jorhat at designated location.
- c) The contractor shall arrange for temporary arrangement of accommodation for his labour at each site.

PAYMENT TERMS

1. Payment for welding & radiography of 3 LPE pipe, repair of defective coating of 3LPE pipe, supply and installation of heat shrinkable sleeve will be initiated only after successful completion of HDD work.
2. Payment for welding & radiography of bare line pipe, repair of defective pipe ends, coating and wrapping by cold applied tape will be initiated only after lowering and backfilling of pipeline as per guidelines/instruction of engineer in charge.
3. Whereas payment of clause no 2 will be initiated only after successful completion of HDD work.
4. No part payment will be initiated before reaching of specified HDD rig in good working condition at site/starting of HDD work.

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

SCHEDULE OF COMPANY'S PLANTS, MATERIALS& EQUIPMENT

OWNER'S SCOPE OF SUPPLY:

- a) The Owner's scope of supply shall be limited to the supply of the following:
- i) 406.4 mm OD x 7.91 / 11.92 mm WT,API 5L,G-46 pipes from the designated stockpile location at PHQ' Guwahati..
 - iii) Coating materials as required
 - iv) Gate valve
 - v) Casing end seal
 - v) OFC duct

CONTRACTOR'S SCOPE OF SUPPLY:

All other equipment, materials, consumables, etc. not specifically indicated above, but are required for successful completion of the works as per the tender documents, drawings / construction methodology, / detailed engineering calculations etc. shall be included in the Contractor's scope of supply.

PART VII – SAFETY MEASURES

**TO,
Chief Manager(CONTRACTS)
OIL INDIA LIMITED
Guwahati-781171**

SUB: SAFETY MEASURES

Description of work/service: HIRING THE SERVICES OF DESIGN, DETAIL ENGINEERING AND INSTALLATION OF 406.4 MM OD PIPELINE AND 'OFC' BY HDD AT 2 LOCATIONS OF NH37 ROAD CROSSINGS AND HOOKUP WITH EXISTING 16" CRUDE-OIL PIPELINE IN THE DISTRICT OF JORHAT

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

Between

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

And

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

PREAMBLE:

The Principal intends to award, under laid down organizational procedures, contract/s for

“HIRING THE SERVICES OF DESIGN, DETAIL ENGINEERING AND INSTALLATION OF 406.4 MM OD PIPELINE AND 'OFC' BY HDD AT 2 LOCATIONS OF NH37 ROAD CROSSINGS AND HOOKUP WITH EXISTING 16" CRUDE-OIL PIPELINE IN THE DISTRICT OF JORHAT”

(IFB No: CGI 4370 P18

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 Organisation "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

(A) 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.

(B) 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 substantive suspicions in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/Contractor

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

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.

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 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
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 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
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 Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
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 Sub-contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-contractor, 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 (Three in number depending on the size of the contract) (To be decided by the Chairperson of the Principal)

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 Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Sub-contractor 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.
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.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

For the Bidder/Contractor

Place:

Witness 1:

Date:

Witness 2:

PRICE BID FORMAT:

AS PER PART –II

Part-II Schedule of Work, Unit and Quantity (SOQ)/Schedule of Rates (SOR)

PROFORMA - I
BID FORM

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

Sub: IFB No. : **CGI 4370 P18**

Dear Sir,

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

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

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

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

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

Dated this _____ day of _____ 2016.

Signature and seal of the Bidder: _____

(In the capacity of) : _____

Name of Bidder : _____

PROFORMA - II

LETTER OF AUTHORITY

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

Sir,

Sub: IFB No. **CGI 4370 P18**

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 **“HIRING THE SERVICES OF DESIGN, DETAIL
ENGINEERING AND INSTALLATION OF 406.4 MM OD PIPELINE AND 'OFC'
BY HDD AT 2 LOCATIONS OF NH37 ROAD CROSSINGS AND HOOKUP WITH
EXISTING 16" CRUDE-OIL PIPELINE IN THE DISTRICT OF JORHAT”**.

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 - III

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

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

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

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

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

PROFORMA- IV

[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 :

Service Tax 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-V

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 _____ 2016.

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; 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-VI

FORM OF PERFORMANCE BANK GUARANTEE

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

To:

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

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

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

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

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

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

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date _____

Place _____

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

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

PROFORMA-VII

FORMAT FOR UNDERTAKING
(IN TERMS OF TENDER NO. CGI2093P17)
**(On Non-Judicial Stamp Paper of Rs. 100/-)
TO BE NOTARISED**

To
Chief Manager(CONTRACTS)
OIL INDIA LIMITED
GUWAHATI

Dear Sirs,

UNDERTAKING/DECLARATION BY THE BIDDER IN RESPECT OF TENDER NO
CGI 4370 P18

This is in connection with the Bid submitted by me/us, (Name of Bidder), against Tender No. **CGI4370 P18** for **“HIRING THE SERVICES OF DESIGN, DETAIL ENGINEERING AND INSTALLATION OF 406.4 MM OD PIPELINE AND 'OFC' BY HDD AT 2 LOCATIONS OF NH37 ROAD CROSSINGS AND HOOKUP WITH EXISTING 16" CRUDE-OIL PIPELINE IN THE DISTRICT OF JORHAT”**.

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

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

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

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

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

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

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

Yours faithfully,

1. Authorized Signatory with Seal

(Bidder)

Place:-

Date:-

PROFORMA-VIII**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

PROFORMA-IX

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

Dear Sir,

Sub: E–Payments vide RTGS/NEFT

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

(A) BANK DETAILS

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

(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. Service Tax Regn. No.
8. Central Excise Regn.No.
9. Email ID

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

Thanking you,

Date:

Authorised Signatory & Stamp

.....

Bank Certificate

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

Date:

Place:

Signature, Code & Stamp of Authorised Bank Official