



OIL INDIA LIMITED

BID DOCUMENT

Tender NO. : CGI 5228P21

**Intelligent pigging Survey(IPS) of
406.4 mm (16") OD Nahorkatiya
Noonmati Crude Oil Pipeline
including Branch line to
Numaligarh Refinery and
Tengakhat-RS18 sector.**

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

INVITATION TO e-BID UNDER SINGLE STAGE TWO BID SYSTEM

Sub: IFB No CGI5778P21 For Intelligent pigging Survey(IPS) of 406.4 mm (16") OD Nahorkatiya Noonmati Crude Oil Pipeline including Branch line to Numaligarh Refinery and Tengakhath-RS18 sector.

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier OIL Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Rajasthan Field of Oil India Limited (OIL), Pipeline Department of OIL, having its Head Quarter at Noonmati, Guwahati, operates and maintains the cross country crude oil and product pipeline spreading across the state of Assam, West Bengal and Bihar.

2.0 In connection with its field office being located at Jodhpur, OIL invites Local Competitive Bids (LCB) from competent and experienced Contractors through OIL’s e-procurement site for **Intelligent pigging Survey(IPS) of 406.4 mm (16") OD Nahorkatiya Noonmati Crude Oil Pipeline including Branch line to Numaligarh Refinery and Tengakhath-RS18 sector** with the entire project expected to be completed within 18 months of award of contract. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL’s e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

IFB No./ Tender No.	
a. Type of IFB.	Single Stage Two Bid System
b. Bid Closing Date & Time.	As mentioned in Online E-tender portal
c. Bid(Technical) Opening Date & Time	As mentioned in Online E-tender portal
d. Priced Bid Opening Date & Time.	Will be intimated to the eligible Bidders nearer the time
e. Bid Submission Mode.	Bid to be uploaded on-line in OIL’s E-Procurement portal
f. Bid Opening Place.	Office of Office of The General Manager Contracts & Purchase (PL), Oil India Limited (Pipeline Headquarter), P.O. Udayan Vihar, Guwahati - 781171
g. Bid Validity.	120 days from bid Closing date.
h. Bid Security Amount	NIL
i. Bid Security Declaration	Required to be submitted as per format as per format
j. Amount and Validity of	Performance security @03 % of total contract value

Performance Security.	is applicable against this contract. Validity:3(three) months beyond the contract period.
k. Duration of the Contract.	18 (Eighteen) months from the date of commencement of contract
l. Quantum of Liquidated Damage for Default in Timely Mobilisation.	Refer clause No. 17.0 of General Conditions of Contract (Part-3, Section-I)
m. Bids to be addressed to.	Office of The General Manager – Contracts & Purchase (PL), Oil India Limited (Pipeline Headquarter), P.O. Udayan Vihar, Guwahati - 781171
n. Integrity Pact	Must be digitally signed & uploaded along with the Techno-commercial Bid. Must be digitally signed & uploaded along with the Technical Bid. ANNEXURE- XII to be submitted along with technical Bid under “Technical Attachment” Tab in the E-tender Portal
o. Mobilization Time	90 days from the date of issue of Letter of Award (LOA)
p.Last date for receipt of pre-bid queries	As mentioned in Online E-tender portal
q.Pre-bid Conference date	As mentioned in Online E-tender portal

3.0 **Pre-Bid Conference:** applicable.

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

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

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

“Application- IFB No.: CGI5228P21

Description of Services: Intelligent pigging Survey(IPS) of 406.4 mm (16") OD Nahorkatiya Noonmati Crude Oil Pipeline including Branch line to Numaligarh Refinery and Tengakhat-RS18 sector.

- 4.1 Amongst others, the Bidder(s) must also provide the following information in the application for request for Bid documents: (i) Valid e-mail ID (ii) Registered Postal Address with PIN code (iii) Vendor Code with OIL (if available) (iv) Mobile No. /Telephone No/Fax No.
- 4.2 No physical Bid documents will be provided. USER_ID and initial PASSWORD will be communicated to the bidder through e-mail at the e-mail address provided along with request for bid documents as mentioned

and will be allowed to participate in the bidding through OIL's E-Procurement portal.

- 4.3 a) Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <https://etender.srm.oilindia.in/irj/portal>
- b) Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- c) ~~MSEs Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote/participate~~
- d) ~~For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/ service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender; seeking clarification/confirmation as to whether their registered item is eligible for EMD exemption or not. Late communication in this regard and request for bid closing date extension on that plea shall not be entertained by Company~~

5 EXEMPTION OF EMD: EMD IS EXEMPTED AGAINST THE TENDER

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

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

5.0 All bidders must submit Bid declaration proforma as per attached below

DECLARATION FOR BID SECURITY

To,
M/s. Oil India Limited
.....
.....

Sub:
Tender No:.....

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

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

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

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

(c) having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

Place: [Signature of Authorized Signatory
of Bidder]

Date: Name:
Designation:

Seal:

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

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

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

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

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

DESCRIPTION OF WORK/ SERVICE:

Intelligent pigging Survey(IPS) of 406.4 mm (16") OD Nahorkatiya Noonmati Crude Oil Pipeline including Branch line to Numaligarh Refinery and Tengakhat-RS18 sector.

IFB NO:	CGI 5228P21
Type of IFB:	Single Stage Two Bid System
Location:	PUMP STATION-1, NAHORKATIA to PUMP STATION NO-5 NOONMATI including Branch line to Numaligarh Terminal and Tengakhat - RS18 sector.
Contract Period:	18 months
Mobilisation Period:	90 (Ninety) days from the date of issue of LOA.
Pre-Bid meeting	As per online data
Technical Bid Closing/ Opening Date & Time:	As per online data
Price Bid Opening Date & Time:	As per online data
Bid Submission Mode:	Bid should be submitted online in OIL's E-Procurement Portal
Bid Form Submission:	Bid Form Proforma-B to be submitted along with Technical Bid
Bid Opening Place:	Office of the GM-Contracts, Oil India Limited, Guwahati- 781171, Assam
Bid Validity:	120 days from Bid opening date
Bid Security Amount:	NIL
Amount Of Performance Security:	3% of Annualised Contract Value
Validity of Performance Security:	Up to 3 months beyond the date of completion

a) ~~Bid Security deposited vide Demand Draft/Banker Cheque /Bank~~
~~Guarantee No. _____ dated _____ of _____~~

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

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

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

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

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

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

- ~~a) (i) "MT760/ MT760 COV for issuance of bank guarantee"~~
- ~~—(ii) "MT767/ MT767 COV for issuance of bank guarantee"~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. SHRI SUTANU BEHURIA, IAS (Retd.),
E-mail: sutanu2911@gmail.com

B. . SHRI RUDHRA GANGADHARAN, IAS (RETD.),
Ex-Secretary, Ministry of Agriculture
(e-mail id : rudhra.gangadharan@gmail.com)

C.SHRI OM PRAKASH SINGH, IPS (RETD.),
Former DGP, Uttar Pradesh
E-mail: Ops2020@rediffmail.com

18.0 **SPECIAL NOTE:**

GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:

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

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

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

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

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

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

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

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

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

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



Oil India Limited e-Procurement

User ID *

Password *

Logon Problems? [Get Support](#)

[Supplier Enlistment for E-Tender](#)

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

[Click here to View Compatibility Settings](#)

[General Guidelines to bidders](#)

[Click for User Manuals](#)

Click here for the New Manual & Instruction

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

Notes :

- Thanking you,
Yours faithfully,
OIL INDIA LIMITED

PART-1**INSTRUCTIONS TO BIDDERS**

- 1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 2.0 The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
- (a) A Forwarding Letter highlighting the following points:
 - (i) Company's IFB No. & Type
 - (ii) Bid closing date and time
 - (iii) Bid opening date and time
 - (iv) Bid submission Mode
 - (v) Bid opening place
 - (vi) Bid validity, Mobilisation time & Duration of contract
 - (vii) Bid Security Declaration
 - (viii) The amount of Performance Guarantee with validity
 - (ix) Quantum of liquidated damages for default in timely completion of contract
 - (b) Instructions to Bidders, (Part-I)
 - (c) Bid Evaluation Criteria, (Part-II)
 - (d) General Conditions of Contract, (Part-III, SEC-I)
 - (e) Terms of reference (Part-III, Section -II)
 - (f) Special Conditions of Contract, (Part-III, SEC-III)
 - (g) Schedule of quantities (Part-III, SEC-IV)
 - (h) Payment Terms (Part-IV)
 - (i) Schedule of Company's Plants, materials & equipments(PART-V)
 - (j) Safety Measures(Part-VI)
 - (k) Integrity Pact (Part-VII)
 - (l) Restriction on procurement ((Part-VIII)
 - (m) Restriction of procurement (Proforma-A)
 - (n) Price Bid Format, (Proforma-B)
 - (o) Bid Form, (Proforma-C)
 - (p) Statement of Compliance, (Proforma-D)
 - (q) Bid Security Declaration Form, (Proforma-E)
 - (r) Performance Security Form, (Proforma-F)
 - (s) Undertaking by Vendor on PBG submission(Proforma-G)
 - (t) Proforma of Letter of Authority, (Proforma-H)
 - (u) Authorisation for Attending Bid Opening, (Proforma-I)
 - (v) Draft Agreement copy, (Proforma-J)
 - (w) Self declaration for local content (Proforma-K)
 - (x) Certificate of compliance of financial criteria (Proforma-L)
 - (y) Undertakings for submission of Authentic information (Proforma-N)
 - (z) Declaration of Bidders (Proforma-O)
 - (aa) E-remittance (RTGS)- (Proforma-P)
 - (bb) Indemnity Bond (Proforma-Q)
 - (cc) Financial statement not audited (Proforma-R)
 - (dd) Format for Certificate of Annual turnover & Net Worth(Proforma-S)
 - (ee) Proforma of Bank Guarantee towards PP-LC(Proforma-T)
 - (ff) BEC/A-Format for technical work experience
 - (gg) General HSE Points (Appendix-A)
 - (hh) Labour license procedure (Appendix-B)
 - (ii) Start up & MSE vendors (Appendix-C)
 - (jj) PP-LC policy (Appendix-D)

- 2.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.
- 2.2 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.
- 3.0 **TRANSFERABILITY OF BID DOCUMENTS:**
- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the Bidder in whose name the Bid Document has been issued.
- 3.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.
- 3.3 Unsolicited bids will not be considered and will be rejected straightway.
- 4.0 **AMENDMENT OF BID DOCUMENTS:**
- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum.
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the "Technical RFx Response" under the tab "Amendments to Tender Documents". The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. **Bidders are to check from time to time the E-Tender portal ["Technical RFx Response" under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**
- 5.0 **PREPARATION OF BIDS**
- 5.1 **LANGUAGE OF BIDS:** The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an official and notarised English translated version, which shall govern for the purpose of bid interpretation.
- 5.2 **BIDDER'S/AGENT'S NAME & ADDRESS:**
Bidders should indicate in their bids their detailed postal address including the Fax/Telephone /Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorised Agents in India, if any.

5.3 DOCUMENTS COMPRISING THE BID:

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

(A) TECHNICAL BID

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

(B) PRICED BID

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

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

7.0 BID PRICE:

- 7.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E- Tender Portal in "Notes & Attachment" Tab. Unit prices must be quoted by the Bidders, both in words and in figures.
- 7.2 Prices quoted by the successful Bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 7.3 All duties and taxes including Corporate Income Tax, Personal Tax, Octroi/Entry Tax, other Cess/levies etc. except Goods and Service Tax (GST) payable by the successful Bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the Bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the Bidder.
- 8.0 **CURRENCY OF BID AND PAYMENT:** A Bidder is expected to submit their bid in Indian Rupees. Currency once quoted will not be allowed to be changed.
- 9.0 **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:** These are listed in **BID EVALUATION CRITERIA (BEC), PART-2** of the Bid document.
- 10.0 **BID SECURITY DECLARATION:**
The Bid Security Declaration as per (Proforma-E) is required submit as a part of technical bid. Offer without Bid Security Declaration will be rejected.
- 11.0 **PERIOD OF VALIDITY OF BIDS:**
- 11.1 Bids shall remain **valid for 120** days from the date of closing of bid prescribed by the Company. **Bids of shorter validity will be rejected as being non-responsive.** If nothing is mentioned by the Bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Bid Closing Date.
- 11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail.
- 12.0 **SIGNING OF BID:**
- 12.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the Bidder using "Class 3" digital certificates with Organizations Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. Bidder must also have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization].

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

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

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

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

- 12.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation (as per **Proforma-H**) shall be indicated by written Power of Attorney accompanying the Bid.
- 12.3 Any physical documents submitted by Bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.
- 12.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

13.0 **SUBMISSION OF BIDS**

- 13.1 The tender is processed under Single Stage - Two Bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexure and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions are available in **“HELP DOCUMENTATION”** available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the “Forwarding Letter”. The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the “Technical Attachment” under “Techno-Commercial Bid” Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just below the “Tendering Text” in the attachment link under “Techno-Commercial Bid” Tab under General Data in the e-portal. **No price should be given in the “Technical Attachment”, otherwise bid shall be rejected.** The priced bid should not be submitted in physical form and which shall not be considered. For details please refer “INSTRUCTIONS” documents.

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

- 13.2 All the conditions of the contract to be made with the successful Bidder are given in various Sections of the Bid Document. Bidders are requested to state their compliance to each clause as per Proforma-D of the bid document and in case of non-compliance, if any, the same to be highlighted in the Proforma-D and the same should be uploaded along with the Technical Bid.
- 13.3 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 14.0 **INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:** Not Applicable.

15.0 DEADLINE FOR SUBMISSION OF BIDS:

- 15.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached.
- 15.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.

- 16.0 **LATE BIDS:** Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. The documents in physical form mainly the Original Bid Security if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

17.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 17.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time.
- 17.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 17.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and Bidder shall also be debarred from participation in future tenders of OIL and shall be put in the Holiday List for a period of six (06) months to two (02) years as the case may be as per Company's Banning Policy.

- 18.0 **EXTENSION OF BID SUBMISSION DATE:** Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.

19.0 BID OPENING AND EVALUATION:

- 19.1 Company will open the Technical Bids, including submission made pursuant to clause 18.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per **Proforma-I**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.
- 19.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 19.3 Bids which have been withdrawn pursuant to clause 18.0 shall not be opened. Company will examine bids to determine whether they are complete, whether

requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

- 19.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security Declaration form, and such other details as the Company may consider appropriate.
- 19.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice-versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 19.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the Bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other Bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 19.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 19.8 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
- 20.0 **OPENING OF PRICED BIDS:**
- 20.1 Company will open the Priced Bids of the technically qualified Bidders on a specific date in presence of representatives of the qualified Bidders. The technically qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 20.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 20.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

- 21.0 **CONVERSION TO SINGLE CURRENCY:** Not Applicable.
- 22.0 **EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per **BID EVALUATION CRITERIA (BEC), PART-2** of the Bid Document.
- 22.1 **DISCOUNTS / REBATES:** Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.
- 22.2 Post bid or conditional discounts/rebates offered by any Bidder shall not be considered for evaluation of bids. However, if the lowest Bidder happens to be the final acceptable Bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.
- 22.3 **LOADING OF FOREIGN EXCHANGE:** There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic Bidders.
- 22.4 **EXCHANGE RATE RISK:** Since Indian Bidders are now permitted to quote in any currency and also receive payments in that currency, Company will not be compensating for any exchange rate fluctuations in respect of the services.
- 22.5 **REPATRIATION OF RUPEE COST:** Not Applicable.
- 23.0 **CONTACTING THE COMPANY:**
- 23.1 Except as otherwise provided in **Clause 19.0** above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide **sub-clause 19.6**.
- 23.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.
- 24.0 **AWARD CRITERIA:**
- The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 25.0 **COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:**
- Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder, or Bidders or any obligation to inform the affected Bidder of the grounds for Company's action.
- 26.0 **NOTIFICATION OF AWARD:**
- 26.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.

- 26.2 The notification of award will constitute the formation of the Contract.
- 27.0 **PERFORMANCE SECURITY:** Successful bidder has to submit Performance Security as mentioned in GCC clause no. 10.0.
- 27.1 Performance security @03% of total contract value is applicable against this contract. The Performance Bank Guarantee shall be denominated in the currency of the contract.
- 27.2 The Performance Bank Guarantee specified above must be valid as mentioned in the LOA. The Performance Bank Guarantee will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.
- 27.3 The Performance Bank Guarantee shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.
- 27.4 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 27.5 Failure of the successful Bidder to comply with the requirements of **clause 27.0 and/or 28.0** and their sub-clauses shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be put in the Holiday List for a period of two (02) years as the case may be as per Company's Banning Policy.
- 27.6 Bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Bank Guarantee in OIL's office.

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

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

(b) "MT 760 / MT 767 COV for amendment of bank guarantee

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

28.0 **SIGNING OF CONTRACT:**

- 28.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.
- 28.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful Bidder shall remain binding amongst the two parties.
- 28.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and

invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be put in the Holiday List for a period from six (06) months to two (02) years as the case may be as per Company's Banning Policy.

29.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

If it is found that a Bidder/contractor has furnished fraudulent information / documents, the Bid Security/Performance Security shall be forfeited and the party shall be banned for a period of 3 (three) years from the date of detection of such fraudulent act besides the legal action as per Company's Banning Policy.

30.0 CREDIT FACILITY:

Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government to Government credits indicating the applicable terms and conditions of such credit.

31.0 MOBILISATION ADVANCE PAYMENT: Not Applicable.

32.0 INTEGRITY PACT:

32.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide ANNEXURE- XII of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be uploaded by the Bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the Bidder's authorized signatory who has signed the bid. **If any Bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.**

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

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

33.0 LOCAL CONDITIONS:

It is imperative for each Bidder to be fully informed themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bidding Document. The Bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

- 34.0 **SPECIFICATIONS:** Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works/services to be executed under the contract.
- 35.0 **CUSTOMS DUTY:** Not Applicable.
- 36.0 **PURCHASE PREFERENCE:** Purchase Preference to MSME will be applicable as per latest Govt. Guidelines. Bidders to take note of the same and quote accordingly. It is Bidder's responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for purchase preference against this tender.
- 37.0 **PURCHASE PREFERENCE ON LOCAL CONTENT:** Purchase Preference (Linked with Local Content) (PP-LC) is applicable against this tender. Bidders to note that Ministry of Petroleum & Natural Gas, Government of India implemented PPLC Policy to provide Purchase Preference (linked with local content) by notification no. Ref. FP-20013/2/2017-FP-PNG dtd.17.11.2020 and amended from time to time. Bidders are requested to take note of the same and to submit their offers accordingly wherever applicable. The bids shall be evaluated as per applicability of policy.
Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified in Appendix-D and shall have to submit all undertakings / documents applicable for this policy.
- 38.0 General Health, Safety and Environment (HSE) aspects shall be as per the terms set forth in Appendix-A of the tender document.
- 39.0 Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971 shall be as per terms set forth in Appendix-B of tender document.
- 40.0 The User Manual provided on the e-portal on the procedure How to create Response for submitting offer may be referred for guidance.
- 41.0 Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify of various documents required against BEC/BRC of the tender:
- i. M/s. RINA India Pvt. Ltd.
 - ii. M/s. Dr. Amin Controller Pvt. Ltd.
 - iii. M/s. Germanischer Lloyd Industrial Services GmbH (DNV GL- Oil & Gas)
 - iv. M/s. TÜV SÜD South Asia Pvt. Ltd.
 - v. M/s. IRCLASS Systems and Solutions Private Limited
 - vi. M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.

- vii. M/s. TUV India Private Limited
- viii. M/s. TÜV Rheinland (India) Pvt. Ltd.
- ix. M/s. Bureau Veritas (India) Private Limited

41.1 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by anyone of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and Payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.

41.2 As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be normally considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within seven (7) days of actual bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within seven (7) days of actual bid opening at its own risk and responsibility. If a bidder does not submit the undertaking towards submission of third party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then such bids shall be considered.

41.3 The methodology of inspection/ verification of documents followed by the agencies is broadly as under but not limited to :

- (a) The prospective bidder will contact any of the empanelled inspection agencies against such tender. When prospective bidders approach any of the OIL's empanelled Inspection Agency, the agency will ask for the tender document and should go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. The inspection Agency shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. A copy of the Inspection Certificate shall be directly sent to the Concerned Tendering officer of OIL INDIA LIMITED, mentioned in the respective tender.
- (b) Verification of documents are normally categorised as under:
 - General Requirement:
 - Check Bidder's PAN Card
 - Check Bidder's GST Certificate
 - Check ITR of company – last three years (minimum)
 - Check Bidder's Certificate of Incorporation – Domestic Bidder.
 - Additional Documents : (If applicable against the tender)
 - Joint Ventures Agreements – To Double-check with JV Partners
 - Consortium Agreements – To Double-check with Consortium Partners

- Holding/ Parent/Subsidiary Company – To check the notarized Share Holding pattern
- Technical Criteria
 - Experience Proof –To check Original Work Order as per BEC /criteria
 - To check Company Name
 - To check Similar Work Definition against Work Order, Scope of work (JV or Consortium too)
 - To check the Execution period
 - To Check the Completion Certificates – Letter of Appreciations of proper Execution
 - Reference contact verification and true copy verification
 - Match Original Work Order/Contract Copy with Soft Copies or notarized scan copies
- Financial Criteria
 - Check Audited Balance Sheet – Turnover as per BEC along with the bidder's compliance with respect to the following clause:

Considering the time required for preparation of Financial Statements, if the last date of the preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year _____ (as the case may be) has actually not been audited as on the Original bid closing date as per format'.
 - Check Net-Worth – as per BEC
 - Check Notarization validity
 - Check original audited Balance Sheet with scan copies.
 - To check the Line of Credit, if incorporated in the tender.

STARTUP AND MSE VENDORS

In case a Startup [defined as per Ministry of Commerce and Industry (Department of Industrial Policy and Promotion, DIPP) latest notification]/ MSE is interested in supplying the tendered item but does not meet the Pre-Qualifying Criteria (PQC)/ Proven Track Record (PTR) indicated in the tender document, the Startup/MSE is requested to write a detailed proposal separately, and not against the present tender requirement, to the tender issuing authority about its product. Such proposals shall be accompanied by relevant documents in support of MSE (where applicable) or in case of Startup, following documents shall be given:

1. Certificate of Recognition issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.
2. Certificate of incorporation.
3. Audited Profit & Loss (P&L) Statement of all the Financial Years since incorporation. In case where the Balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Years since incorporation along with a declaration stating the reason for not furnishing the

audited P&L Statement. This certificate shall be endorsed by a Chartered Accountant/Statutory Auditor.

The Proposal shall be examined by OIL and OIL may consider inviting a detailed offer from the Startup/MSE with the intent to place a TRIAL or TEST Order, provided the Startup/MSE meets the Quality and Technical Specifications.

In case the Startup/MSE is successful in the Trial Order, the vendor shall be considered for PQC exemption/relaxation (as the case may be) for the next tender for such item till the time it remains a Startup/MSE.

PART-II

20

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

For Intelligent Pigging Survey (IPS) of 406.4 mm (16") OD Naharkatia (PS1) - Noonmati PS5).

1.0 BID REJECTION CRITERIA (BRC):

The bid shall conform generally to the specifications and terms and conditions given in the Bidding Documents. Bids shall be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the conformity of the bid to the stipulated specifications, the following requirements shall have to be particularly met by the Bidders without which the offer will be considered as non-responsive and rejected.

1.1 TECHNICAL:**Bidder must meet the following criteria:**

The bidder must have an experience of successfully completed Intelligent Pigging Surveys (IPS) of following magnitude with 'High Resolution' ILI tool (MFL and XYZ Mapping) of defect detection performance of $POD \geq 90\%$ for cross-country hydrocarbon Pipelines during last 7(Seven) years ending original bid closing date.

- a. A single contract of minimum 60 km section length of pipeline in single stretch of diameter not less than 406.4 mm OD (16 inch) for MFL inspection.

AND

- b. Minimum 60 km section length of pipeline in single stretch for XYZ mapping.

Note:

In support of the experiences and establishing successful execution of work, bidder must submit documentary evidences in the form of copies separate contract for (a) and (b) OR single contract for (a) and (b) along with technical bid. These documents should be in the form of original or self-certified copies of completion certificate with corresponding copies of contracts or work orders etc. issued by the clients. The original of these documents shall have to be produced by bidder to OIL as and when asked for.

In case bid is submitted on the basis of experience of the parent company:

Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause Nos. 1.1 (a & b) can also be considered provided the Bidder is a wholly owned subsidiary company of the parent company. However, the parent company of the Bidder should on its own meet the experience as stipulated in the BRC and should not rely for meeting the experience criteria on its sister subsidiary/ co-subsidiary company or through any other arrangement like Technical Collaboration agreement.

In that case as the subsidiary company is dependent upon the experience of the parent company, with a view to ensure commitment and involvement of the parent company for successful execution of the contract, the participating bidder should enclose an Agreement & Guarantee (as per format enclosed) between the parent and the subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid.

Documentary evidence to this effect to be submitted by the bidder along with the techno-commercial bid.

1.2 FINANCIAL:

1.2.1 Annual financial turnover of bidder during any of preceding three financial/accounting years from the original bid closing date should be at least **Rs. 7,55,48,200.00** of value.

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

1.2.3 For proof of Annual financial turnover should be either in the form of audited balance sheet or certification from Chartered/Cost Accountant firm indicating the Code / Membership Number. For Proof of Annual Turnover any of the following documents /photocopy must be furnished:

- a) A Certificate issued by a practicing Chartered / Cost Accountant Firm, with membership number certifying the Annual Turnover and nature of business.
- b) Audited Balance Sheet and Profit & Loss account.

1.2.4 For consortium:

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

1.2.5 Period for consideration :

In any of preceding 3 financial years

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

Bid from Subsidiary Company with Financial Collaboration:

In case, the bidder does not meet the criteria as per clause No. 1.2.1, 1.2.2 & 1.2.3 above, may also bid on the strength of Parent company provided all the following criteria are compiled:

A) The bidder is a wholly owned subsidiary Company of the parent company. The parent company meets the financial criteria as per clause No. 1.2.1, 1.2.2 & 1.2.3 above. In case the audited Balance sheet and Profit and Loss Account submitted along with bid are in currencies other than Rupees, the bidder shall have to convert the figures in equivalent

Rupees through a certified chartered Accountant considering the prevailing conversion rate on the date on which the audited Balance sheet and Profit and Loss Account were signed.

B) The bidder shall submit a Memorandum of Understanding (MOU) / Agreement with their financial collaborator clearly indicating the binding of the parent company towards the subsidiary company which shall remain valid and binding for the contract period under this tender

1.3 COMMERCIAL:

- 1.3.1 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. Bidder shall submit original document to the address as specified with BCD and scanned copy shall be submitted along with the e-Tender.
- 1.3.2 Any bid received in the form of Telex/Cable/Fax/E-mail/ Telephone call will not be accepted.
- 1.3.3 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. Bidder shall submit scanned copy of the signed bid as mentioned above as per e-Tendering procedure.
- 1.3.4 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 initialed 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.
- 1.3.5 The Techno-Commercial Bid should not have any price indication.
- 1.3.6 Any bid containing false statement will be rejected.
- 1.3.7 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Bidding Documents; otherwise the bid will be rejected.
- 1.3.8 The Bid Documents are not transferable. Bids made by parties who have not purchased the Bid Documents from the Company will be rejected.
- 1.3.9 Any Bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.
- 1.3.10 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.
- 1.3.11 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.

1.4 GENERAL:

1.4.1 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.

1.4.2 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.

1.4.3 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.

1.4.4 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.

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

2.0 BID EVALUATION CRITERIA (BEC):

2.1 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 given below:

2.2 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, as per price bid format.

3.0 PAYMENT TERMS:

SL. NO	ITEM/STAGE	% value
1	On completion of mobilization of cleaning, gauging and inspection tools.	5% of Contract value
2	On completion of cleaning, gauging survey in each section.	10% of contract value (in pro rata value for each section)

3	Immediately after completion of IP Tool Runs (MFL & XYZ) in each section.	25% of contract value (in pro rata value for each section)
4	Upon submission of report for dig verification in sections.	10% of Contract value (in pro rata value for each section)
5	Upon completion of successful Dig verification in each section.	20% of contract value (in pro rata value for each section)
6	Upon submission of complete inspection/survey reports and accepted by OIL.	30%

**PARENT COMPANY GUARANTEE
DEED OF GUARANTEE**

This DEED OF GUARANTEE executed at ----- this ----- Day of by: M/S -----, a Company organized and existing under the laws of----- having a principal business office at ----- hereinafter referred to as “Guarantor” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.. WHEREAS M/S OIL INDIA LIMITED (OIL), a Govt. Of India “Navaratna” category Enterprise and premier Oil Company engaged in Exploration, production and transportation of Crude oil & Natural gas having its Headquarters at Duliajan-786602, Dist. Dibrugarh, Assam hereinafter referred to as “Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and assigns, floated eTender No. -----inviting offers from Vendors for Intelligent Pigging Survey (IPS) of 406.4 mm (16”) OD section of Naharkatia-Noonmati (NBPL) 437.8 km long Crude Oil Pipeline between Naharkatia Pump Station (PS1) to Noonmati Pump Station (PS5).M/S -----, a Company registered under the Company’s Act 1956 and having its Registered Office at -----hereinafter referred to as “Subsidiary”, which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns, a wholly owned subsidiary of the Guarantor, have in response to the above mentioned tender invited by the Company, submitted their Bid No. ----- dated----- to the Company with one of the condition that the Subsidiary shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the Company at any stage. The Guarantor represents that they have gone through and understood the requirement of the above mentioned tender and are capable of and committed to provide technical, financial and such other supports as may be required by the Company for successful execution of the same. The Subsidiary and the Guarantor have entered in to an agreement dated as per which the Guarantor shall be providing technical, financial and such

other supports as may be necessary for performance of the work relating to the said tender. Accordingly, at the request of the Subsidiary and in consideration of and as a requirement for the Company to enter into agreements with the Subsidiary, the Guarantor hereby agrees to give this Guarantee and undertakes as follows:

1. The Guarantor (Parent Company) unconditionally agrees that in case of non-performance by the Subsidiary of any of its obligations in any respect, the Guarantor shall immediately on receipt of notice of demand by the Company take up the job without any demur or objection, in continuation and without loss of time and without any cost to the Company and dully perform the obligations of the Subsidiary to the satisfaction of the Company. In case the Guarantor also fails to discharge its obligations herein and complete the job satisfactorily, the Company shall have absolute rights for effecting the execution of the job from any other person at the risks and costs of the Guarantor. The Guarantor also undertakes to make good any loss that may be caused to the Company for non-performance or un-satisfactory performance by the Guarantor or Subsidiary of any of their obligations.
2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Subsidiary.
3. The Guarantor shall be jointly with the Subsidiary as also severally responsible for satisfactory performance of the contract entered between the Subsidiary and the Company.
4. The liability of the Guarantor under this Guarantee is limited to the total value of the contract entered between the Subsidiary and the Company and in no event shall the Guarantor's liability hereunder, either in its capacity of Guarantor or as Contractor should it perform the Contract in the event of the subsidiary's non-performance as per point No.1 herein above, exceed that of the Subsidiary under the mutually agreed Contract awarded to the Subsidiary. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Subsidiary.
5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the Governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection there with or for the due performance of the Guarantors obligations hereunder.

6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of Assam, India.

7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion from any person and that the Guarantor has fully understood the implications of the same.

8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing law or any judgment.

For and on behalf of (Parent Company)

M/s -----.

Per : Signature :

Name :

Designation :

Witness : 1

Signature :

Name :

Designation :

Date :

Witness : 2

Signature :

Name :

Designation :

Date :

**Format of agreement between bidder and the parent company
(To be made on stamp paper of requisite value and notarized)**

This agreement made this ----- Day of ----- by and between -----having its Registered Office at ----- herein after referred to as bidder of the first part AND M/S -----, a Company organized and existing under the laws of ----- having a principal business office at ----- hereinafter referred to as "Parent Company" on the other part,

WHEREAS

M/S OIL INDIA LIMITED having its Headquarters at Duliajan-786 602, Dist: Dibrugarh, Assam (herein after referred to as OIL), has invited offers vide their e-Tender No. _____ inviting offers from Vendors for Hiring of Services for Intelligent Pigging Survey (IPS) of 406.4 mm (16") OD section of Naharkatia-Noonmati (NBPL) 437.8 km long Crude Oil Pipeline between Naharkatia Pump Station (PS1) to Noonmati Pump Station (PS5)

AND WHEREAS

M/S -----, (Bidder) intends to bid against the said tender and desires to have a financial and technical support of M/s ----- (Parent Company) and whereas Parent Company represents that they have gone through and understood the requirement of the above mentioned tender and are capable of and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

1. M/S-----, (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document as a main bidder and liaise with OIL directly for any clarifications etc. in this contexts.
2. M/S ----- (Parent Company) undertakes to provide financial, technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of Work of the tender/Contract for which the offer has been made by the bidder and accepted by the Parent Company.

However, as a minimum, following services will be covered by the Parent Company:

- a. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and till satisfactory performance of the Contract in the event the Contract is awarded by OIL to the bidder.
- b. It is further agreed that for the performance of work during Contract period bidder and Parent Company shall be jointly and severally responsible to OIL for satisfactory execution of the contract.
- c. However, the bidder shall have the overall responsibility of satisfactory execution of the Contract awarded by OIL.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of (Bidder)
(M/S -----)

Signature :
Name :
Designation

Witness: 1
Witness: 2

For and on behalf of (Parent Company)
(M/s-----.)

Signature :
Name :
Designation :

Witness: 1
Witness: 2

ANNEXURE – II

Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify of various documents required against BEC/BRC of the tender:

- i. M/s. RINA India Pvt. Ltd.
- ii. M/s. Dr. Amin Controller Pvt. Ltd.
- iii. M/s. Germanischer Lloyd Industrial Services GmbH (DNV GL- Oil & Gas)
- iv. M/s. TÜV SÜD South Asia Pvt. Ltd.
- v. M/s. IRCLASS Systems and Solutions Private Limited
- vi. M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.
- vii. M/s. TUV India Private Limited
- viii. M/s. TÜV Rheinland (India) Pvt. Ltd.
- ix. M/s. Bureau Veritas (India) Private Limited.

2.0 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by anyone of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and Payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.

3.0 As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be normally considered. However, in case a bidder submits its bid alongwith all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within seven (7) days of actual bid

opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within seven (7) days of actual bid opening at its own risk and responsibility. If a bidder does not submit the undertaking towards submission of third party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then such bids shall be considered.

4. The methodology of inspection/ verification of documents followed by the agencies is broadly as under but not limited to :

- (c) Oil India Limited will incorporate a relevant clause in the tender along with the list of empanelled inspection agencies where document verification pertaining to BEC/BRC of the tender is required. The prospective bidder will contact any of the empanelled inspection agencies against such tender. When prospective bidders approach any of the OIL's empanelled Inspection Agency, the agency will ask for the tender document and should go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. The inspection Agency shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required **at no extra cost to OIL**. A copy of the Inspection Certificate shall be directly sent to the Concerned Tendering officer of OIL INDIA LIMITED, mentioned in the respective tender.
- (d) Verification of documents are normally categorised as under:
- **General Requirement:**
 - Check Bidder's PAN Card
 - Check Bidder's GST Certificate
 - Check ITR of company – last three years (minimum)
 - Check Bidder's Certificate of Incorporation – Domestic Bidder.
 - **Additional Documents : (If applicable against the tender)**
 - Joint Ventures Agreements – To Double-check with JV Partners
 - Consortium Agreements – To Double-check with Consortium Partners
 - Holding/ Parent/Subsidiary Company – To check the notarized Share Holding pattern
 - **Technical Criteria**

- Experience Proof –To check Original Work Order as per BEC /criteria
- To check Company Name
- To check Similar Work Definition against Work Order, Scope of work (JV or Consortium too)
- To check the Execution period
- To Check the Completion Certificates – Letter of Appreciations of proper Execution
- Reference contact verification and true copy verification
- Match Original Work Order/Contract Copy with Soft Copies or notarized scan copies

➤ **Financial Criteria**

- Check Audited Balance Sheet – Turnover as per BEC along with the bidder's compliance with respect to the following clause:

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

- Check Net-Worth – as per BEC
- Check Notarization validity
- Check original audited Balance Sheet with scan copies.
- To check the Line of Credit, if incorporated in the tender.

ANNEXURE-AA:**CERTIFICATE OF ANNUAL TURNOVER & NETWORTH**

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

TO WHOM IT MAY CONCERN

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

YEAR	TURNOVER (₹)	NET WORTH (₹)

Place:

Date:

Seal:

Membership Code and Registration No.

Signature

*****END OF BEC/BRC*****

PART-III,SECTION-1

GENERAL CONDITIONS OF CONTRACT (GCC)

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

DESCRIPTION OF WORK/SERVICES:-

Intelligent pigging Survey(IPS) of 406.4 mm (16") OD Nahorkatiya Noonmati Crude Oil Pipeline including Branch line to Numaligarh Refinery and Tengakhat-RS18 sector.

GENERAL CONDITIONS OF CONTRACT

1.0 APPLICABILITY, DEFINITION & INTERPRETATION

1.1 Applicability

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

1.2 Definition & Interpretation

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

1.2.1 COMPANY/OIL/Operator:

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

1.2.2 CONTRACTOR:

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

1.2.3 Contract:

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

1.2.4 Site:

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

1.2.5 COMPANY's Site Representative/Engineer:

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

1.2.6 Sub-Contract:

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

1.2.7 Sub-Contractor:

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

1.2.8 Contractor's Representative:

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

1.2.9 Contract Price/Value:

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

1.2.10 Firm price:

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

1.2.11 Service/Works/Operations:

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

1.2.12 Equipment/Materials/Goods:

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

1.2.13 Drawings:

Shall mean and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, photographs, etc. related to the CONTRACT together with modification and revision thereto.

1.2.14 Specifications:

Means and includes all technical specifications, provision attached and referred to in the tender/contract document regarding method and manner of performing the services and qualities of the service/materials to be provided under the contract and also as modified by the COMPANY/its site representative during the execution of contract in the best interest of service.

1.2.15 Engineer In-charge (EIC):

Shall mean the person designated from time to time by the COMPANY and shall include those who are expressly authorized by the COMPANY to act for and on its behalf for operation of the contract.

1.2.16 Inspectors:

Shall mean any person or outside Agency nominated by COMPANY to inspect equipment, materials and services, if any, in the CONTRACT (stage wise as well as final) as per the terms of the CONTRACT.

1.2.17 Tests:

Shall mean such process or processes to be carried out by the CONTRACTOR as are prescribed in the CONTRACT, considered necessary by the COMPANY or their representative to ascertain quality, workmanship, performance and efficiency of equipment or services thereof.

1.2.18 Approval:

Shall mean and include the written consent duly signed by COMPANY or their authorized official in respect of all documents, drawings or other particulars in relation to the CONTRACT.

1.2.19 Day:

Shall mean a calendar day of twenty –four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

Means any day which is not declared to be holiday by the COMPANY.

1.2.23 Bid/offer:

Shall mean the proposal/Offer along with supporting documents submitted by the bidder in response to the tender or enquiry in accordance with the terms of Tender or Enquiry, for consideration by COMPANY, prior to award of contract.

1.2.24 Guarantee:

Shall mean the period and other conditions governing the warranty/guarantee of the services as provided in the CONTRACT.

1.2.25 Mobilization:

Shall mean rendering the equipment fully manned and equipped as per CONTRACT and ready to begin work at site designated by the COMPANY and accepted by the COMPANY after inspection.

1.2.26 De-mobilization:

Shall mean the removal of all items forming part of the mobilization from the site of the COMPANY and inspection and acceptance thereafter by the COMPANY including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in accordance with relevant notification from Customs Authorities.

1.2.27 Willful Misconduct:

Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property of the Company or Third Party.

1.2.28 Gross Negligence:

Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or unjustifiable indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

1.2.29 Criminal Negligence:

Shall mean that the crime happened negligently, there was duty of care upon the Person but inadvertently due to his negligence, the duty was breached, which causes harm to the people in the form of death or serious injury.

1.2.30 GST Legislations:

‘GST legislations’ means ‘any or all of the following legislations as may be applicable to the CONTRACTOR and OIL:

- (A) The Central Goods & Services Tax Act, 2017;
- (B) The Integrated Goods & Services Act, 2017;
- (C) The Union Territory Goods & Services Tax Act, 2017;

- (D) The respective State Goods & Service Tax Acts'
- (E) The Goods and Services (Compensation to States) Act, 2017
- (F) The Customs Act and the Customs Tariff Act.
- (G) Any other applicable Act related to GST

2.0 CONTRACT DOCUMENT:

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

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

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

3.0 WAIVERS AND AMENDMENTS:

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

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

4.0 CONTRACT TIMELINE:

4.1 Effective Date of Contract:

The contract shall become effective as of the date COMPANY notifies the CONTRACTOR in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the COMPANY will be the effective date of

contract. All terms and conditions of the contract shall come into force with the date of issuance of LOA.

4.2 Date of Commencement of Operation:

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

4.3 Duration of the contract:

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

5.0 SCOPE OF WORK/CONTRACT:

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

6.0 GENERAL OBLIGATION OF CONTRACTOR:

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

- 6.1** Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.
- 6.2** Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.
- 6.3** Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 6.4** Comply with all applicable statutory obligations specified in the contract.
- 6.5** CONTRACTOR shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 6.6** CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.
- 6.7** CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period

as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.

7.0 GENERAL OBLIGATION OF COMPANY:

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

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

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

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

8.0 DUTIES AND POWER/AUTHORITY:

8.1 OIL's site representative/engineer:

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

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

8.2 CONTRACTOR's representative:

- (a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorization from the CONTRACTOR.

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

9.0 Personnel to be deployed by contractor:

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

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

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

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

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

10.0 PERFORMANCE SECURITY:

10.1 On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of a Bank Draft/Cashier's cheque/Banker's cheque*/ NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

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

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

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

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

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

Full address.

Branch Code.

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

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

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

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

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

10.8 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.

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

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

10.11 Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

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

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

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

11.0 SIGNING OF CONTRACT:

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

12.0 CLAIMS, TAXES & DUTIES:

12.1 Claims:

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

12.2 Notice of claims:

CONTRACTOR or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense

thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.

12.3 Taxes:

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

GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).

12.3.10 The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:

- (i) Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR).
- (ii) Name and Address and GST Registration Number of the Service Receiver (Address of OIL).
- (iii) Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess).

12.3.11 In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.

12.3.12 The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.

12.3.13 OIL would not accept any invoice without its GSTIN mentioned on the invoice

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

12.4 Goods and Services Tax:

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

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

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

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

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

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

12.5 Anti-profiteering clause

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

deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

13.0 CUSTOMS DUTY, IF APPLICABLE:

13.1.1 CONTRACTOR shall be responsible to import the equipment/tools/spares/consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.

13.1.2 CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.

13.1.3 Above clause is to be read with Customs Duty Clause in SCC, if any.

14.0 INSURANCE:

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

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

14.2 Any deductible set forth in any of the above insurance shall be borne by Contractor.

14.3 CONTRACTOR shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

14.4 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

14.5 Certificate of Insurance:

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

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

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

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

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

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

14.9 Principal Assured

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

14.10 Waiver of subrogation:

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

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

14.11 Deductible:

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

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

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

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

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

14.13 Loss Payee Clause:

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

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

14.14 On account payment to OIL in case of claim

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

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

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

- i) **Workman Compensation and/Employers’ Liability Insurance:**
Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.

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

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

15.0 LIABILITY:

- 15.1** Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORS, or sub-CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the

CONTRACTOR and/or their CONTRACTORs or sub-CONTRACTORs, irrespective of how such loss or damage is caused and even if caused by the negligence of COMPANY and/or its servants, agent, nominees, assignees, CONTRACTORs and sub-CONTRACTORs.

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

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

15.7 The COMPANY agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for loss or damage to the equipment of COMPANY and/or its CONTRACTORS or sub-CONTRACTORS when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

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

16.0 LIMITATION OF LIABILITY:

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

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

It is expressly understood and agreed upon by and between CONTRACTOR and OIL INDIA LIMITED, and that OIL INDIA LIMITED is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that OIL INDIA LIMITED is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/CONTRACTOR expressly agrees, acknowledges and understands that OIL INDIA LIMITED is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder/ CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this contract and covenants not to sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

18.0 CONSEQUENTIAL DAMAGE:

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

19.0 RISK PURCHASE:

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

20.0 INDEMNITY AGREEMENT:

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

causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

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

21.0 INDEMNITY APPLICATION:

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

22.0 ROYALTY PATENTS:

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

23.0 WARRANTY AND REMEDY OF DEFECTS:

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

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

defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

24.0 SUBCONTRACTING/ASSIGNMENT:

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

24.2 Consequent upon of placement of contract, if successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub-vendor, who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority/Engineer in Charge the details like Name, Registration No., Address, Contact No., details of material and value of procurement made, etc. of such enterprises shall be furnished by the CONTRACTOR at the time of submission of invoice/bill.

25.0 RECORDS, REPORTS AND INSPECTION:

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

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

26.1 CONTRACTOR shall not, without COMPANY's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of COMPANY in connection therewith, to any person other than a person employed by CONTRACTOR in the performance of the contract. Disclosure to any such

employed person shall be made in confidence and shall extend only, as may be necessary for purposes of such performance with prior permission from COMPANY. However, nothing hereinabove contained shall deprive the CONTRACTOR of the right to use or disclose any information which is:

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

26.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.

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

26.4 During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

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

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

27.0 REMUNERATION AND TERMS OF PAYMENT:

27.1 COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of

payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.

- 27.2** Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.
- 27.3** MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.
- 27.4** Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.
- 27.5** INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.
- 27.6** CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.
- 27.7** CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.
- 27.8** Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.
- 27.9** COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. 27.4 above.
- 27.10** The acceptance by CONTRACTOR of part payment on any billing not paid on or before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.

27.11 Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:

- a) Audited account up to completion of the Contract.
- b) Tax audit report for the above period as required under the Indian Tax Laws.
- c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.
- d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
- e) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the CONTRACTOR before release of the final payment by the COMPANY. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice.

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

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

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

29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI ETC.

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

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

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

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

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

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

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

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

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

30.0 TIMELY MOBILISATION AND LIQUIDATED DAMAGES:

- a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.

- b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.
- c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.
- d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

31.0 FORCE MAJEURE:

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

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

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

Either party shall have the right to terminate the Contract if such 'force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively

mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. COMPANY shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the COMPANY shall binding upon the CONTRACTOR.

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

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

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

32.0 SET-OFF:

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

33.0 WITHHOLDING:

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

- 33.1** For non-completion of jobs assigned as per Scope of Work/Terms of Reference.
- 33.2** Defective work not remedied by CONTRACTOR.
- 33.3** Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.
- 33.4** Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc. with respect to personnel engaged by the CONTRACTOR.

- 33.5** Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- 33.6** Any failure by CONTRACTOR to fully reimburse COMPANY under any of the indemnification provisions of this Contract. If, during the progress of the work CONTRACTOR shall allow any indebtedness to accrue for which CONTRACTOR, under any circumstances in the opinion of COMPANY, may be primarily or contingently liable or ultimately responsible and CONTRACTOR shall, within five days after demand is made by COMPANY, fail to pay and discharge such indebtedness, then COMPANY may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to CONTRACTOR, a sum equal to the amount of such unpaid indebtedness.
- 33.7** Withholding will also be effected on account of the following:
- i) Order issued by a Court of Law or statutory authority in India.
 - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
 - iii) Any obligation of CONTRACTOR which by any law prevalent from time to time to be discharged by COMPANY in the event of CONTRACTOR's failure to adhere to such laws.
 - iv) Any payment due from CONTRACTOR in respect of unauthorised imports.
 - v) When all the above grounds for withholding payments are removed, payment shall thereafter be made for amounts so with-held.
- 33.8** COMPANY reserves the right to disburse or deposit the amount so withheld to the concerned person(s) or agency or government authority, as the case may be, besides nullifying such amount on account of loss suffered by the COMPANY against 33.2, 33.3, 33.6 & 33.7 above.

34.0 APPLICABLE LAWS:

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

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

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

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

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

35.0 LABOUR LAWS:

- i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.
- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
- v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.
- vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.

vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.

viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).

ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.

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

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

36.0 STATUTORY REQUIREMENTS:

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

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

37.1 It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is

operating. Ensure that all sub-CONTRACTORS hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.

- 37.2** It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.
- 37.3** Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- 37.4** Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 37.5** When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

38.0 POLLUTION AND CONTAMINATION:

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

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

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

39.0 STATUTORY VARIATION/NEWLY ENACTED LAW:

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

- 39.2** In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes and/or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.
- 39.3** Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion/mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.
- 39.4** The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 39.5** Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:
- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORS and Agents etc.
 - ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORS, agents etc.
 - iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORS, vendors, agents etc. of the CONTRACTOR.
 - iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.

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

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

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

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

40.0 SEVERABILITY:

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

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

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

42.0 SETTLEMENT OF DISPUTES:

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

1. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or

their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

2. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
3. It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.
4. The number of arbitrators and the appointing authority will be as under:

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

5. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
6. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

7. Parties agree and undertake that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
8. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended).
9. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
 - (i) 20%of the fees if the claimant has not submitted statement of claim.
 - (ii) 40% of the fees if the pleadings are complete
 - (iii) 60% of the fees if the hearing has commenced.
 - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.
10. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

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

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

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

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

In the event of any dispute or difference relating to, arising from or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006.

42.4 Resolution of disputes through conciliation by OEC

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

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

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of

Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).

- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
- g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.
- h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.
- j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.

- k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.
- l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

42.5 Exclusions

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

- i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.
- ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.
- iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.
- iv) Any claim which is less than Rs. 25 Lakh.

43.0 COMPLETION OF CONTRACT:

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

44.0 TERMINATION:

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

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

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

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

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

44.5 Termination for Unsatisfactory Performance: If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

44.6 Termination due to change of ownership and Assignment: In case the CONTRACTOR's rights and/or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the

COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.

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

44.8 Termination for delay in mobilization: CONTRACTOR is required to mobilize complete equipment alongwith crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

44.9 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from 44.1 to 44.8 and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.

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

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

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

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

45.0 TO DETERMINE THE CONTRACT:

In such an event the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except

those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

46.0 WITHOUT DETERMINING THE CONTRACT:

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

47.0 ERRING/DEFAULTING AGENCIES:

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

48.0 MISCELLANEOUS PROVISIONS:

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

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

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

the site clean and in workmanlike condition to the satisfaction of the COMPANY.

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

49.0 GOODS AND SERVICES TAX

49.1 GENERAL REMARKS ON TAXES & DUTIES:

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

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

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

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

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

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

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

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

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

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

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

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

49.8 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the **GST Act read with GST Invoicing Rules** thereunder, OIL shall not be liable to make any payment on account of **GST** against such invoice.

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

- 49.10 GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.**
- 49.11** Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is /liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.
- 49.12** Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 49.13** TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 49.14** The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.
- 49.15 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.**
- 49.16** In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/ taxes finally assessed is on the lower side.

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

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

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

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

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

Beyond the contract period, in case OIL is entitled for input tax credit of **GST**, then statutory variation in applicable **GST** on supply and on incidental services, shall be to OIL's account.

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

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

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

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

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

49.25 Documentation requirement for GST

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

Any invoice issued shall contain the following particulars:

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

- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

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

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

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

49.26 Anti-profiteering clause

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

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

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

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)

And in presence of

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

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

(Seal of Contractor's Firm)

Date: _____

(Signature of (Witness)

(Full name of Signatory)

Address:

(Signature of Acceptor)

Designation: _____

(Full Name of Signatory)

PART-III, SECTION-II**TERMS OF REFERENCE****1.0 GENERAL :**

1.0 **PREAMBLE:** Oil India Limited owns and operates a 1369 km-long crude oil trunk pipeline system with 11 Pump Stations in the Eastern region of India. The pipeline, which has been functioning for a period of over 50 years, transports crude oil produced in the North Eastern region to four refineries in this part of the country and crude oil from outside this region to one refinery at Bongaigaon, Assam. OIL's Pipeline is accredited with ISO 9001, ISO 14001 and OHSAS 18001.

1.1 The Company has already carried out ILI of 414.3 km long 406.4 mm (16") dia. crude oil pipeline segment between NAHORKATIYA (PS1) TO NOONMATI (PS5) in the year 2010-2011.

1.2 OIL intends to carry out ILI of 437.8 km long 406.4 mm (16") dia. section between Pump Station 1, Nahorkatiya, Assam and Pump Station 5, Noonmati, to access the technical health of the pipeline.

2.0 **BRIEF DESCRIPTION OF WORK/SERVICES:** Intelligent Pigging Survey (IPS) of OIL's 437.8 km long 406.4 mm (16") dia. crude oil pipeline between Pump Station-1, Nahorkatiya, to Pump Station-5, Noonmati, in the state of ASSAM by using state-of-the-art High Resolution MFL and XYZ mapping tool.

3.0 **SCOPE OF WORK:** The scope of work shall broadly be as under:

3.1 The Contractor shall engage specialized and other skilled personnel and any other facilities required to conduct a metal loss survey of the pipeline.

3.2 The Contractor shall determine internal and external metal loss due to manufacturing or construction defects, corrosion, erosion, mechanical damage or otherwise to establish the baseline data of the pipeline along with XYZ mapping of the pipeline.

3.3 The Contractor shall submit a full survey report detailing accurately three dimensional **size, location and orientation** of each and every anomaly detected by analysis of the inspection data in a mutually agreed format after completion of the metal loss survey.

3.4 The Contractor shall make an assessment of inspection data using acknowledged defect analysis criteria such as latest edition of ANSI B31 G (Modified) & R-Streng defect acceptance criteria, to be mutually agreed upon and shall report the following:

- i) Recommend safe Maximum Allowable Operating Pressure (MAOP) for each sector of the pipeline surveyed.
- ii) Recommend and prioritize the repair of those defects required to be carried out to operate the pipeline at 72% of Specified Minimum Yield Strength (SMYS).

4.0 INITIAL SURVEY AND PRELIMINARY WORKS:

- a) The relevant details of OIL's pipeline are given in Annexure-I, Annexure-II, & Annexure-III. The information contained in Annexures is based on available records with the Company and may not form a basis for inspection programme evaluation. Accuracy of these information may be verified by the Contractor prior to running of the inspection tool, if felt necessary. For the convenience of identification, the term '16" Sector' shall apply to the entire length of 437.8 Km of 406.4 mm (16") diameter pipeline between Pump Station 1, Nahorkatiya and Pump Station-5, Noonmati along with two branch sections. The present system comprises of Eleven (11) Pigging Sections as indicated in Annexures. The length of each Pigging Section for inspection run will be approximately forty five (45) kilometers in average for 9 sectors and approx. length of 18 Km in average for 2 sectors (trunk line). Depending on the throughput, the time taken by the inspection-tool for travel from one Pigging Station to the next Pigging Station may exceed 24 hrs.
- b) The Contractor will evaluate all relevant drawings; alignment sheets and any other related features/facilities existing in the pipeline system and will assess the requirement for successful inspection operation.
- c) The contractor shall carryout necessary pre inspection operations to ensure desired level of inspection performance requirement. In this regards, the contractor shall formulate necessary cleaning programme in consultation with OIL.
- d) The Contractor shall ascertain and satisfy them for the desired level of cleanliness prior to undertaking each IP Tool run. Cleaning of the pipeline forms part of the inspection operation and time taken to achieve the desired level of cleanliness shall not be counted as a time for standby day rate. Extra cleaning PIG runs if necessary, then the contractor has to run the required number of extra pigs to achieve the degree of cleanliness at no extra cost to OIL. However, the debris collected during the cleaning shall be disposed of by the Company.
- e) Activities such as marking of the entire terrain of the pipeline and installation of 'reference points' will be responsibility of the Contractor. The Company will however extend required assistance for carrying out the job conveniently in the form of co-coordinator. To achieve the objective with seemingly reduced effort, the Contractor is advised /expected to equip themselves with Geo- positioning system and Electronic/Magnetic marker, in adequate numbers with in-built power source.
- f) The maximum distance permitted for positioning of bench-marker is 1(one) km. However, the contractor is free to use any permanent pipeline feature such as Valves, Tee etc. as reference points. In case during any IP Tool run, **3(three) consecutive reference points are not recorded**, such runs shall not be acceptable. In such events the contractor has to re-run the tool at their own cost for that section / sections.

- g) It will be the sole responsibility of the Contractor to ensure that inspection tool passage is not interfered with, in any way and its performance is not obliterated by the presence of any undesirable features or objects in the pipeline. The Contractor shall formulate necessary inspection programmed for this purpose. All tools and equipment required for this shall be supplied by the Contractor.

5. INSPECTION: -

5.1 Type of Inspection Tool: The Contractor must use High Resolution ILI Tools (MFL & XYZ mapping) the tool shall record all data in a digital, solid-state format. Performance of the tool shall be compliant to all internationally accepted Codes & Standards, such as latest edition of ANSI B 31.G (modified).

5.2 Detection:

- a) Detection of defects: Defects of the following types shall be detected and reported:

Metal loss features such as

- i) Corrosion (pitting and general).
- ii) Pipe Mill features.
- iii) Construction features.
- iv) Gouging (Axial/Circumferential).

b) Pipe-tally.

- i) Numbering of all pipe joints & listing of all girth welds by log distance and their thickness.
- ii) Listing of all joints length.
- iii) Listing of Shorted Casings.
- iv) Listing of all pipeline installation including valves, fittings, CP points, sleeves, patches, branch-offs etc and their geographic coordinates.

5.3 Performance Requirements/Specifications:

- a) Internal/External Defect Discrimination: The inspection services shall discriminate between internal and external metal loss features in the pipeline.

	Description, Defect size (Length X Width)	Min. defect depth detected at the confidence level at 90 %(POD)	Accuracy of defect size measurement at the confidence level of 80%		
			Length	Width	Depth
a	General corrosion (4t X 4t)	0.05 t	± 10 mm	± 10 mm	± 0.1t
b	Pitting corrosion (2t X 2t)	0.08 t	± 10 mm	± 10 mm	± 0.1t

c	Pinhole (0.5t X 0.5t)	0.1t	± 10 mm	± 10 mm	± 0.1t
d	Circumferential grooving (4t X 2t)	0.05 t	± 10 mm	± 10 mm	± 0.1t
f	Circumferential crack (0.03 mm X 30 mm)	0.15 t	-	± 15 mm	± 0.15t
m	Accuracy of dent size measurement				
	Depth, % of D				± 0.25
	Minimum dent depth detected at the confidence level of 90% (POD)mm				
	Width, mm				± 10
	Length , mm				± 10
n	Flaw location accuracy from a ring weld seam, mm				± 100 mm
o	Flaw orientation accuracy , degree				± 5
p	Accuracy of pipe wall thickness measurement, %				± 5
q	Accuracy of pipe length measurement				± 0.1 %
r	Accuracy of bend radius measurement				0.1 D
s	Range of the bend radius measurement				1.5....D
t	Detection of manufacturer flaws (yes/no)				Yes
u	Location of ring weld seams, taps and other pipeline construction elements (yes/no)				Yes
v	Detection of metal items situated close to pipeline (yes/no)				Yes
w	External/Internal flaw discrimination(yes/no)				Yes

- b) Accuracy of Defect Location & Defect Measurement: The dimensional accuracy of reported defects shall be as follows;
- c) Shorted Casing: The inspection services shall recognize and report location of the contact of casing-pipe to the carrier pipe.
- d) Repair Recognition: The inspection services shall recognize and report field repairs, such as patches, sleeve etc. which have already been carried out on the pipeline.
- e) Others: The inspection services shall recognize and report location of existing pipeline features.
- f) Verification of Results: After satisfactory completion of ILI Tool run in each section, the contractor shall offer 3-defect locations for 'joint verification' - including a minimum of 2 external corrosion locations, distributed uniformly along the pigging-sections. Out of the 3 locations offered, the company, at its own discretion will select any 1 location and verify the defects after exposing the pipe at those location, in presence of contractor's representative. Measurement will be taken jointly to characterize the defect. Measurement of defects verified jointly, shall match the specification as set-forth herein above. In case dig-site verification results in any section do not match as mentioned above, the contractor shall offer another 3(Three) locations for fresh verification in the same section having above condition. If verification results of fresh locations again do not match, 're-run' of the same section shall be carried out at no extra cost or risk to the company. Based on rerun results, the contractor shall offer three numbers fresh locations for joint verification and this time also if

results do not match, no **payment shall be made** against this section.
Payment shall be released on successful verification of dig-site.

5.4 INTERPRETATION OF INSPECTION DATA AND REPORTING:

Report: Subsequent to data analysis by the contractor, the findings of the pipeline inspection shall be furnished to the Company in a detailed report in hard copies and proprietary data management software designed as per POF (Pipeline Operators Forum) 2016 or latest edition. This report shall contain information as given below:

- a) Listing of all metal loss zones indicating severity grade, orientation absolute location and type of defects.
- b) Location, Orientation and three-dimensional sizing of defects indicating the MAOP for each metal loss feature ranging from 10% and above of nominal pipe wall thickness.
- c) Submit a list of locations needing repairs, recommend safe MAOP for each section of pipeline surveyed and a prioritized list of locations needing repair of defects to be carried out to operate the pipeline at 72% of SMYS based on ANSI B31.G (modified) latest edition.
- d) List of all shorted casing indicating location and the position of shorting of the casing to the carrier
- e) List of pipeline features;
- f) Pipeline tally including pipe joints layout.
- g) XYZ mapping with longitudinal accuracy +/-1 meter, latitude accuracy +/- 1 meter and elevation accuracy +/- 1 meter.
- h) Severity Analysis for all metal loss, features having metal loss greater than 20% for all detected features.
- i) Velocity of the Intelligent Pig along the length of the pipeline.
- j) Recommendation for repair report with time frame.
- k) Fitness for Purpose (FFP) report as per latest ASME B31G standard latest edition.
- l) Submit a consolidate summary report of all pigging segments.

Reporting format:

In addition to the written report, the Contractor shall furnish software version of the report including a hard copy in a PC compatible format with necessary system configuration. The reporting shall include the pipeline inspection data. The Contractor shall grant to the Company the perpetual right to use the software package.

Corrosion Growth Rate analysis and RLA Study: - Corrosion growth rate analysis based on previous ILI runs to be provided in the Fitness for Purpose (FFP) report. Based on the above, the remaining life assessment (RLA study) including year wise failure prediction if any to be carried out.

Style of reporting:

Individual report sheets shall be suitably bound in one comprehensive volume, which shall also include details of the inspection operation and of the inspection equipment used, to form a Complete record. The main report section shall contain the following information:

1. Operator's name (s) and identity.
2. Instrument(s) used (including serial no's)
3. Procedure and technique used is survey.
4. Period of survey.
5. Calibration; search parameters and sensitivity.
6. Error parameter.
7. Method of acquisition, compilation and analysis.
8. The written report on the Survey with graphical representations shall at least contain the following, in a suitable format:

Metal loss' listing: A record of all reportable metal loss in actual dimensions of Length, width and maxim-depth, showing distance from reference point and orientation and specifying whether internal /external. All metal loss features shall further be segregated into separate lists for all pitting having depths as specified in clause 5.3(b) above. Further 8 more lists (for general corrosion) based on severity level shall be submitted as given hereunder:

1. Metal loss greater than 10% to 30% of wall thickness.
2. Metal loss greater than 30% to 45% of wall thickness.
3. Metal loss greater than 45% to 60% of wall thickness.
4. Metal loss greater than 60% to 80% of wall thickness.
5. Metal loss greater than 80% of wall thickness.
6. Defects / features with ERF value > 1.0
7. Defects / features with ERF value between 0.9 to 1.0
8. Defects / features with ERF value 0.85 to 0.9
(ERF = Estimated Repair Factor.)

In this listing discriminations shall be made between external and internal pipe wall defects.

'Pipeline-tally': A computer listing of all pipeline features designated by distance like scrapper traps, valves, bench markers, fixtures and fittings, length of each casings pipes etc. shall be provided. A listing of all features like pups, patches, having variations in wall thickness etc. shall be designated by their length & distance from reference point. Details including graphical representation of 5 pipe joints each, on the upstream and downstream of all defect-locations, having metal loss greater than 0.1t and ERF>1 showing distance from nearest above ground reference point. Presences of metal-loss features along with mechanical damages like dents etc shall be separately listed.

Reporting software: In addition to the above information in hard copy, the contractor shall provide a PC-based data interpretation and analysis software package, capable of managing large and diverse quality of inspection data. The software should be capable of presenting inspection data in textual as well as hi-resolution graphics format in the monitor screen and on print. Such software shall have the facility to allow the Company to add its own data files of pipeline inspection records, having flexibility to data file merging, record annotation and interactive analysis.

The soft wares

Shall have following as minimum properties:

- Menu driven command interface.

- Comparison of earlier ILI reported defects data both display option i.e tabulation and graphical format.
- Icon driven report generation.
- Pipeline reference window.
- Text report window.
- Pipeline inspection catalogue.
- Pipeline zoom and pan.
- Pipeline feature search and 'GO TO'.
- Pipeline segmentation.
- Interactive report.
- Print facility.

The data should be easily stored with Smart Query Function and extended in formats compatible with other database.

The submitted reports shall be compatible to any normal windows operating system.

In addition, the software should have the capability to compare and display the significance of each defect-features, compared to internationally acceptable standards like ANSI B 31G (latest version).

Confidentiality:

The Contractor shall be required to keep the inspection report strictly confidential for a period of twenty (20) years following the inspection survey and under no circumstances will make it available to a third party during this period without the prior written consent of the Company. The Contractor shall be solely responsible for 'loss' or 'damage' of the records due to any reason, including fire, theft etc. of the stored pipeline data while in his custody or control. In the event of such loss, the Contractor shall be responsible to redress the loss at his own cost.

Responsibility for Accurate Reporting:

Any omission or deficiency in reporting of defects as detailed under clause 5.2 and 5.3 hereof, the contractor shall remedy such omission or deficiency by reanalysis of the appropriate inspection data or otherwise to the full satisfaction of the Company at no extra cost to the company. In the event of failure of the Contractor to 'remedy' such omission or deficiency, the performance guarantee shall be invoked without prejudice to the right of the company to seek any other recourse under law.

Presentation of Inspection Report:

The Contractor shall make available a qualified and experienced engineer to present and review the inspection report to the company. The contractor's engineer shall discuss in detail the content of the inspection report & shall satisfy Company in respect of its reliability and accuracy or any relevant details as asked for.

6.0 OPERATIONAL REQUIREMENTS:

- a) To prevent Pipeline blockage, the following shall be ensured:

- i) All Contractor's pigs/inspection tools shall be propelled by the crude oil and hence there shall be no interruption in the pipeline operation.
 - ii) The Contractor shall provide suitable inspection tool or other tools designed to negotiate the pipeline without risk of blocking the pipeline.
 - iii) All the inspection tools supplied by the Contractor should preferably be designed such that if it gets stuck in the pipeline, the drive-cup should blow-through and create a 'bypass' facility for itself to continue its forward propel.
 - iv) A means of pig tracking and locating shall be employed by the Contractor to report the progress and location of all pigs/inspection tools supplied by the Contractor.
- b) The Contractor shall take full responsibility for the insertion and retrieval of inspection vehicles from the launching and receiving traps. The Contractor shall also provide the required launch and receiver equipment designed to interface safely and efficiently with the pipeline configuration.

7.0 WORK PROGRAMME:

- a) The Contractor shall visit the pipeline locations in order to know and gather information on the pipeline system including crossings, launching/receiving traps, other relevant features and requirements of logistics as may be deemed necessary for successful execution of the work.
- b) A detailed work programme shall be required to be submitted to the Company showing the schedule of activities and the estimated time to be spent on each section for complete execution of the work taking into consideration the setting out time as stipulated in sub-clause 4.0 (e) hereof.
- c) As far as practicable, each Pigging Section for inspection/dummy tool run shall be determined and identified.
- d) The Contractor will undertake the work only after the Company approves the work programme.

8.0 List of Equipment:

The Contractor shall be equipped with the following minimum equipment:

Sl No	Description
1	406.4mm (16") High resolution ILI Tools
2	Pushing & Pulling Bar
3	406.4mm (16") Cleaning Brush Tools
4	406.4mm (16") Profile Tool
5	Spare PU for ILI Tool
6	Spare PU for cleaning Tool
7	External Electronics
8	Spare Odometer Wheel
9	Transmitter
10	Pig Locator
11	Battery for ILI Tools
12	Spare Battery for Pig Locator
13	Spare Battery for Transmitter
14	Tool Box

PART-III,SECTION- III

SPECIAL TERMS & CONDITIONS

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.
- 1.1 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.
- 1.2 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.
- 1.3 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 Contractor shall satisfy the relevant Standards & Codes, besides the specifications & stipulations contained herein the contract specifications. The Contractor 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 regarding the details furnished by the owner in the tender document, feasibility of the method of construction and other associated job.

2.0 Mobilization Time:

The Contractor shall complete the mobilization within 90 days from the date of commencement of the contract. The mobilization shall be treated as complete only when the Contractor's personnel and equipment arrive at Company's designated site and are in a position to undertake / commence the work.

Association of OIL's Personnel

- 3.1 Company's engineers will be associated with the work throughout the operation and the Contractor shall be responsible for providing the necessary assistance and facilities pertaining to the work at worksites and

base camps.

- 3.2 The Contractor shall provide necessary assistance and facilities at their Test Centers in their premises for minimum Two (2) Company's personnel in respect of the following:
- a) Inspection, Lab-Testing and Simulation-Run of the instrumented pig and other inspection tools to evaluate operational safety aspects and to study the requirements with regard to Company's pipeline system and modifications if any.
 - b) Inspection of the facilities for data interpretation and comparison with reports of other pipelines to enable drawl and formulation of maintenance and rehabilitation requirements for Company's pipeline system.
 - c) Contractor is required to conduct Calibration / Pull-through Test of intelligent Pigs at Contractor's work facilities prior to mobilization of Pig at sites. OIL, at its own discretion, reserves the right to witness the Pull-through Test to ascertain diagnostic capability, reliability, etc. of the inspection tools to be deployed at site. However, the contractor is required to pre-calibrate the inspection tools with a reputed 3rd Party Agency during the pull through test. The contractor shall inform OIL at least 10 days in advance before performing the Pull-through Test for necessary arrangements to witness the same by OIL's representative. During Pull-through Test, the OIL's representatives shall be allowed to share the Technical information related to the Intelligent Pig & Geometry Pig, including Test Pipe Data, Tool Velocity, Magnetization Level achieved and Metal Loss Inspection Performance achieved during Testing. The Test Certificates (countersigned by the OIL's representative, if witnessed & TPI) shall be submitted to the OIL for final approval in English language. Pull-through Test Report for Intelligent Pigs shall be submitted within seven (07) days of performing the Test. All the charges for engaging & certification charges of the third party inspector shall be borne by the Contractor.
- 3.3 The Contractor shall associate minimum two nos. of Company's engineers for data interpretation and report generation at Contractor's premises after IP tool run is completed without any extra cost to company.
- 3.4 All the expenses to be incurred for the above inspection programme of Company's personnel at the Contractor's premises/Test Centre, as well as during the data interpretation phase, shall be borne by the Company.
- 4.0 **CONTRACTOR's OBLIGATION:** Contractor shall in accordance with and subject to the terms and conditions of this Contract:
- 4.1 The Contractor shall furnish full particulars of crew e.g. name, nationality, passport number, date and place of issue and expiry date of passport, father's name, date and place of birth, designation etc., eight (8) weeks before the crew are due to arrive at site.
 - 4.2 The Contractor shall primarily and solely be responsible for obtaining customs clearance for importation into India of the Contractor's equipment, materials and supplies in connection with the execution of the work if any.

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- 4.3 The Contractor shall arrange the clearance of all equipment, spare parts, consumables, from customs and port authorities in India and shall pay all requisite port fees, clearance fees, transit agent fees, inland transportation charges from port to site etc if any.
- 4.4 The Company will provide all reasonable assistance by issuing necessary letters of authority and relevant help as necessary. However, the primary obligation in this regard would be on Contractor and at no stage the Company shall be accountable or liable to any delay or consequence whatsoever.
- 4.5 The Contractor will be fully responsible for any unauthorized imports or wrong declaration of goods and will have to pay the penalty and other consequences as levied by the port/customs authorities for such unauthorized imports.
- 4.6 Demobilization shall be completed by contractor within 60 days of expiry/termination of the contract. All equipment (including unused spares & consumables) brought into India on re-exportable basis shall be re-exported by Contractor. In case of failure to do so in the allotted time hereof except under circumstances relating to force majeure, Company reserves the right to withhold Contractor's final settlement of bills.
- 4.7 The Contractor shall provide and be responsible for wages, salaries, vacation, transportation, bonus, special benefits, social charges, medical charges, food, accommodation, termination payments, income and other taxes and any other obligations including payments arising out of any other legal requirement at no extra charge to the Company for all the personnel deployed by the Contractor or its sub-contractors.
- 4.8 The Contractor shall be bound by laws and regulations of Govt. of India and other statutory bodies in India in respect of use of wireless sets, entry regulations, security restrictions, foreign exchange, work permits, customs etc. The Contractor shall arrange all work permits, entry permits, inner line permits etc. in respect of its staff under this contract.
- 4.9 It would be the sole responsibility of the Contractor to ensure that there is always ready availability of necessary stores spares and shall keep his equipment in good working condition for efficient performance of the work without any disruption. The contractor shall bear all the expenses on account of repair/ replacement of all owned equipment and appurtenance thereof consequent upon any damage/loss, non-performance during the course of operation.
- 4.10 The Company shall bear all cost for transportation of Contractor's equipment and personnel from site to site in connection with the work. The Contractor shall bear all transportation cost between site and port of entry and vice versa if any.
- 4.11 The Contract price shall remain firm and fixed during the execution of the Contract and not subject to variation on any account.

4.12 The Contractor shall strictly adhere to work programme approved by the Company.

5.0 COMPANY'S OBLIGATIONS:

- 5.1 The Contractor shall arrange clearance of all imported items such as equipment, spares and consumable from customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/charges, port fees, clearing and forwarding agent fees/charges, inland transport charges etc. The Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents.
- 5.2 In the event of natural disaster, civil disturbances, epidemic etc the company shall arrange to provide same and similar help from local Govt/Administration for contractors personnel and equipment in line with company's own personnel and equipments. Security of personnel, tools, equipment etc. will be the sole responsibility of the contractor.
- 5.3 The Company shall allow the Contractor access, subject to observance of normal security and safety procedures, to all areas as required for orderly performance of the work.
- 5.4 The Company shall in accordance with the subject to the terms and conditions of this Contract, perform all other obligations required of the Company by the terms of this contract.
- 5.6 The Company shall endeavor to extend security arrangements available at its works to the Contractor; however the Contractor shall be primarily responsible for security of its personnel and equipment.

6.0 THE CONTRACTOR'S PERSONNEL: The Contractor shall provide all assistances, physical/manual labour as may be required to perform the work. The deployment of physical assistance will have to be according to the rates prevalent at the time of engagement, which can be obtained from the District authorities of the area. The facilities to be given to such persons should conform to provisions of labour laws as per Contract Labour (Regulation and Abolition) Act, 1970 or amendment thereto and other applicable statutes and rules.

6.1 PERSONNEL QUALIFICATION

The personnel operating the ILI systems and the personnel handling, analyzing and reporting the inspection results shall be qualified and certified according to ANSI/ASNT/ILI-PQ-2005 (or later version/ superseding document).

Key personnel shall meet the following minimum qualifications (Ref. ANSI/ASNT-ILI-PQ-2005):

Team leader during ILI field activities: Level II Tool Operator for High resolution Geometry/ Caliper and High resolution MFL tools.

Data analysis and reporting: Level II Data Analyst for High resolution MFL technology.

Review of final report: Level III Data Analyst for High resolution MFL technology.

7.0 PROTECTION OF COMPANY'S PROPERTY AND EXISTING FACILITIES:

- 7.1 The contractor shall perform its works in such a manner as will prevent damage to the Company's pipeline and shall carry out the works in such a manner as to conform to, be consistent with and not interfere in any way with continuous and safe operation of the pipeline. In the event of disruptions in the normal pipeline operations during the run of gauging tool, cleaning tool and inspection tool for the reasons other than as specified in clause 8.0 hereunder, the Contractor shall pay the Company as follows:
- a) ₹ **3.6 million per day** of shut-down of its operation on hourly pro-rata basis, and
 - b) Cost of unrecoverable petroleum product spilled during such disruption/ damage, at the prevailing market price.
- The aggregate amount of compensation payable to the Company for the above shall be limited to maximum of Rs.5.0 million **per event**.

Provided further that the foregoing shall also apply in case of a shutdown of normal pipeline operation due to obstruction caused by the contractor's equipment.

- 7.2 The foregoing clause 7.1 shall be applicable in the event of the contractor not able to rectify the problem within **6 hours of its occurrence**.
- 7.3 The Contractor shall perform IP Survey and other related works in a suitable and safe manner so as to prevent damage to the company's property and conform to and be consistent with, operational practices of hydrocarbon pipeline. Any permanent damage/loss to the Company's pipeline, assets and plants due to actions undertaken by the contractor while providing the services under this Contract shall have to be remedied by the Contractor, entirely at their own cost. This cost shall include all expenditure on replacement in relation thereto, as may be incurred by the Company and not be limited to actual replacement cost of such damaged pipeline, assets or plants.

8.0 SHUT-DOWN OF PIPELINE OPERATIONS DURING INSPECTION & 'STANDBY':

- 8.1 In the event of shut-down of operations by the Company in excess of twenty (20) days, continuously or intermittently during the entire contract period, shut-down time shall only be considered for payment of 'stand-by'. The contractor shall plan and execute the job, so that the standby charge shall be limited to max 12 days for the entire contract period. "Shut down" period for payment of standby charges shall be considered under the conditions defined hereunder:-

A) Operational exigencies

- (i) Shutdown of pumping operation due to technical faults.
- (ii) Defect/damage occurring to the pipeline due to reasons other than the

IPS operation which may need immediate repair.

B) Product delivery commitment

- a. Non availability of Crude oil.
- b. Non availability of ullage.
- c. Low throughput.
- d. Completion of delivery commitment.

Shut down on any other account shall not be eligible for payment of Stand by charges.

- 8.2 On the event of 'shutdown' period exceeding 12 days, the contract period also shall get extended to that extent if required.
- 8.3
 - a) It will be deemed that the contractor has taken due care in design and selection / adequacy of the inspection vehicle or a dummy version thereof and that it will not result in a pipeline blockage under normal operating conditions.
 - b) If contractor's equipment in the pipeline becomes stuck which is caused due to faults in the design and selection of the inspection equipment or any such reasons attributable to the contractor, then, The contractor shall be held responsible for such shut down and cost of shutdown shall be recovered as per clause no 7.0 from the Contractor. The contractor shall not be entitled for any standby rates for the period of such shut down of pipeline operation.

The contractor shall not have any right to terminate the contract during shutdown of this nature.

9.0 RE-RUN

Re runs shall only be permitted by owner after due assessment of the reasons for re-run and acceptance of re-run requirement. No re run charges shall be payable for gauging and cleaning runs. Re –run charges shall be payable only for intelligent pig in case such re-runs are necessitated due to reasons not attributable to the contractor like in a situation of accidental closure of downstream valve (ahead of pig), prolonged line shutdown, and such other very unusual circumstances. In such cases, the contractor shall be entitled to payment of re-run rates mentioned in the SOR. However, in such cases no standby charges, damages or any other charges shall be payable to the contractor except that the time extension without imposing price discount/liiquidated damages may be granted to the contractor to the extent his work was affected. However, no re-run charges shall be payable in case such re-runs are necessitated due to reasons attributable to the contractor. The bidder is required to quote the prices for re-run as a percentage in the format described in schedule of rates. The percentage rate quoted shall in no case exceed 15%.Bidders may note that for the purpose of evaluation of each price bid, the quoted cost of one re-run shall be added to the lump sum inspection cost for comparison of the price bids.

10.0 SAFETY REQUIREMENTS

- 10.1 Safe operation of inspection equipment and non-interference with the operation of the pipeline will be major requirements of the contract.
- 10.2 The Contractor shall be required to demonstrate compliance with the following principles and with relevant National or /and International standards:
- A) **Safety of Mechanical Components:**
 - i) All on-board electronic packages should be designed and tested to appropriate vibration and shock standards and the suspension units designed to keep the packages within these limits.
 - ii) Cup material should be tested to an appropriate standard to ensure blow over and damage of cups and will have sufficient by pass facility.
 - iii) All sub-assemblies/sub-systems should be tested individually on test benches in live conditions and fitted to a trial tool either in a test loop or a live pipeline.
 - iii) Materials that may come into contact with the pipe wall should be selected such that they would wear preferentially in comparison to the pipe steel.
 - iv) Lifting and handling of equipment should be designed and tested in accordance with an appropriate relevant standard.
 - B) **Electrical Safety:** Compliance with relevant standards for the design and testing of equipment for potentially flammable atmosphere shall be required to ensure that inspection tools do not present risk of ignition under pipeline conditions.
- 10.3 For each of the above tests, the Contractor shall be required to specify the appropriate National and/or International standard in accordance with which the tests shall be carried out.
- 10.4 Relevant test certificates shall be produced in each case.
- 10.5 Safety of all inspection procedure shall conform to Pipeline Operators Forum's Specifications and requirements for intelligent pig inspection of pipelines-2016 or latest edition.

11.0 ENVIRONMENTAL REQUIREMENTS

- 11.1 The IP Survey shall be based on an eco-friendly technology. The contractor shall be solely responsible to leave all pigging station clear of product spilled during launching and receiving of inspection tool and other tools. It shall also be the responsibility of the contractor to clear pigging stations of all other debris generated during the IP Survey. However, the Company shall provide necessary assistance as and when required.
- 11.2 In pursuance of the above, Contractor shall ensure compliance with all rules and regulations on environmental protection stipulated in Company's own policies.

12.0 STANDARDS APPLICABLE TO THIS CONTRACT

Reference in this Contract to a code, standard or specification, unless inconsistent with the Context or subject matter, is a reference to the latest edition issued by the applicable authority or organization. These standards (Latest Edition) will form the minimum acceptable requirements upon which the work programme, personnel, equipment and reporting specification are based.

NACE SP 0102-2010	Transportation Systems for Hydrocarbons
BS 350	Conversion Factors and Tables
BS 2856	Precise conversion of Inch and Metric Sizes on Engineering Drawings.
BS 3683 :	Glossary of Terms used in Non Destructive Testing.
NACE SP 0102-2010 :	In-Line Inspection of Pipelines
API 1163:2005	In-line Inspection Systems Qualification Standard
POF Document	Specifications and requirements for intelligent pig inspection of pipelines 2016
ANSI / ASNT ILI-PQ-2005	In line Inspection Personnel Qualification and Certification
NACE Publication 35100: 2000	In-Line Non-destructive Inspection of Pipelines
ASME B 31 G 2009	Manual for Determining the Remaining Strength of Corroded Pipelines Supplement to B31 Code for Pressure Piping.
API 1160 :	Managing System Integrity for Hazardous Liquid Pipelines
ANSI/ASME B 31.4	Liquid Transportation Systems for Hydrocarbons
BS 3889	Methods for Non Destructive Testing of Pipes and Tubes.
BS 3920	Derivation and Verification of Elevated Temperature properties for Steel Products for Pressure Purposes.
BS 5555	Specification for SI Units and Recommendations for the use of their Multiples and of Certain Other Units.
BS 5750/ISO 9000	Quality Systems
BS 5775	Specifications for Quantities, Units and Symbols

SCHEDULE OF RATES/PAYMENT

Sl No	Description	Unit	Quantity	Rate	Amount
1	Cost of Intelligent Pigging Survey for 406.4 mm (16") OD Nahorkatiya-Noonmati crude oil Pipeline by High resolution ILI Tool(MFL &XYZ mapping) The job includes mobilization & demobilization of equipment & personnel, running of cleaning,	KM	437.8		

	gauging & ILI tools , collection & interpretation of data, submission of reports complete in all respect.				
2	Standby charges	Day	12		
3	Cost of re-run (Maximum 15% of the rate of Sl No 1 above)	KM	150		
	GST + other duties				
	Total				

The rates and charges indicated above shall apply to this contract.

Cost of IP Survey per line Kilometer:

- i) The job includes mobilization & demobilization of equipment & personnel, all the charges for the equipment/accessories, spares, consumables and repair maintenance of equipment/support infrastructure, medical of personnel, hire of any infrastructure and day to day operational requirement not specified hereof including taxes and fees which are the contractor's liability. Operating rate shall also include running of cleaning tools, inspection tool, data processing/interpretation, draft report, verification of results and final report.
- ii) Operating rate per line Kilometer will be in terms of Kilometers of coverage measured from launching Scrapper trap to receiving scrapper trap.
- iii) Payments shall be made on the basis of kilometerage of section pigged as per the rates shown in the price schedule, after completion of IP tool run in all respect, in an individual section.
- iv) Contractor shall raise bill in line with the rate shown in the price schedule for operation charges after completion of IP tool run in all respect in an individual section:

SL. NO	ITEM/STAGE	% OF CONTRACT VALUE
1	On completion of mobilization of cleaning, gauging and inspection tools. **	5% of contract value
2	On completion of cleaning, gauging survey in each section.	10% of contract value(in pro-rata value for each section)
3	Immediately after completion of IP Tool Run (MFL & XYZ) in each section.	25% of contract value(in pro-rata value for each section)
4	Upon submission of report for dig verification in each section.	10% of contract value(in pro-rata value for each section)

5	Upon completion of successful Dig verification in each section.	20% of contract value(in pro-rata value for each section)
6	Upon submission of complete inspection/survey reports and accepted by OIL.	30%

** : Mobilization charges of equipment and personnel will be payable by the Company when all equipment and crew are positioned at their appointed site (Nahorkatiya, PS-1) free of defects and the Contractor is in a position to undertake/commence the works assigned under the Contract.

- v) Any demurrage accrued on account of delayed clearance through customs and all clearance charges, port fees etc. will be to the Contractor's account entirely.
- vi) Contractor shall provide Company with copies of Bills of Entry together with copies for the equipment/items imported if any in connection with execution of the contract. This is to ascertain the excess-customs duty paid by Company, if any. Any recovery for excess-customs duty paid shall be made from the Contractor out of the mobilization charges payable to them to the extent covered and the balance from their monthly bills.
- vii) To process the payment Contractor shall submit the invoice along with tool run report.
The progressive payment referred to above shall be paid after the Contractor's submission of the 'Certificated Bill' for the actual work done.

B. Standby day rate: Standby day rate is an all-inclusive charge for personnel and equipment deployed. Standby day rate will be payable as per the terms and conditions stipulated in Clause No 8.0 of SPECIAL TERMS AND CONDITIONS.

C. Cost of Re-run : The bidder is required to quote the prices for re-run as a percentage in the format described in schedule of rates .The percentage rate quoted shall in no case exceed 15%. Re-run rate will be payable as per the terms and conditions stipulated in Clause No 9.0 of SPECIAL TERMS AND CONDITIONS.

OIL's PIPELINE DATA**A. General Information:**

1. Name of the Company: OIL INDIA LIMITED.
 2. Head Office: Duliajan, Assam, India: 786 602
 3. Pipeline Headquarters: Noonmati,
P.O. Udayan Vihar
Guwahati, Assam, India-781 171
 4. Nearest City: Guwahati.
 5. Nearest Seaport: Kolkata (India).
 6. Nearest Airport: L.G.B. International Airport (BORJHAR)
Guwahati, Assam.
Rowriah Airport, Jorhat Assam
Dibrugarh Airoprt, Dibrugarh Assam.
 7. Pipeline location: State of Assam, in the North-East India.
 8. Name of the Pipeline: Nahorkatiya-Barauni cross-country
crude oil trunk Pipeline.
 9. Length of 16" sector Pipeline: 437.8 km. (Between Pump Station.1,
for IPS Nahorkatiya & Pump Station-5, Noonmati)
 10. Dia of the proposed survey-sector: 406.4 mm (16") O.D.
 11. Year of commissioning the: 1964.
16" sector pipeline system
 12. Code for design and construction: ANSI B 31.4
 13. No. of Pump Station (between: 6 (PS-1 to PS-5 and PS-11)
PS-1, Nahorkatiya to PS-5 Noonmati)
 14. No. of receiving terminal involved: 1 (Refinery terminals at Numaligarh,
Numaligarh)
 15. No. of repeater station involved: 6 (RS. 1 to RS. 5 and RS 18)
 16. No. of pigging sections: 11
 17. Location of pig launching &: Pump Stations, Repeater Stations and
Refinery receiving trap. Terminal.
 18. Communication system: Dedicated communication system supported
by OFC.
 19. Control system: SCADA (supervisory control and data
acquisition)
 20. Cased crossing
 - (i) No. of Road cased crossing : 70
 - (ii) No. of Rly crossing : 10
- River crossing
- (i) Submerged crossing : 9 Nos.
 - (ii) Overhead crossing : 3 Nos.
 - (iii) Suspended crossing : Nil.
- B. Fluid Condition:**
1. Type of fluid: Crude Oil.
 2. Viscosity of fluid: 10 cst at 300 C.
 3. Density@ 150: 0.8836
 4. Paraffin content: 9.7% w/w

- | | |
|---------------------|---------------|
| 5. Sulphur content: | Negligible. |
| 6. Pour Point OC: | 15 |
| 7. Salinity | 3000-4000 PPM |

C. Operating Parameters:

Sector	Flow rate (Kls/Hr.)		Pressure (approx.)		No. Of pigging in last FY 2019-20	Amount of Sludge Collected in kg(Cumulative) last FY
	Max	Min	Max.(kg/cm ²)	Min. (kg/cm ²)		
PS1-PS2	350	180	65	20	17	2440
PS11-RS18	220	180	65	20	19	7180
PS2-RS1	550	180	65	20	16	3170
RS1-PS3	550	180	55	12	15	1200
PS3-RS2	700	250	60	15	15	467
RS2-RS3	320	100	40	10	10	1575
RS2-NT	550	180	18	5	14	540
RS3-PS4	320	100	30	10	10	1130
PS4-RS4	320	100	32	11	3	53
RS4-RS5	320	100	25	8	2	25
RS5-PS5	320	100	20	7	2	10

Note:

OIL-FLOW PATTERN: Oil-flow pattern during the period of Intelligent Pig Survey is likely to vary widely from 1.0 MTPA to 6 MTPA based on the 'delivery-schedule' for that period of time. This needs to be duly weighted upon by the Bidder, while quoting. The total no. of Pigging operation in the whole sector is 123 for FY 2019-20 and sludge collected is of 18 MT Approximately.

- | | |
|---------------------------|-----------------|
| 2. Operating temperature: | 180 C to 400 C. |
|---------------------------|-----------------|

D. Length of Pigging Section to be surveyed:

Sl No	Sectors	Length(KM)
1	PS1 Naharkatia- PS2 Moran	50.7
2	PS11 Tengakhat- RS18 Fetengbor	23.5
3	PS2 Moran-RS1 Maduri	39.2
4	RS1 Maduri-PS3 Jorhat	42.6
5	PS3 Jorhat-RS2 Badulipar	39.5
6	RS2 Badulipar-NRL	13.2
7	RS2 Badulipar-RS3 Kaziranga	42.1
8	RS3 Kaziranga-PS4 Sekoni	45.6
9	PS4 Sekoni-RS4 Ghani	53.4
10	RS4 Ghani-RS5 Jagiroad	47.6
11	RS5 Jagiroad-PS5 Noonmati	40.4
	Total Length	437.8

E. Line Specification:

- | | |
|----------------------------|---|
| 1. Pipe diameter: | 406.4 mm (16") OD |
| 2. Min. I.D. of pipe: | 382.56 mm |
| 3. Pipewall thickness: | 7.92mm (0.312") - Normal terrain.
9.53 mm (0.375") - cased crossings.
11.92mm (0.469")- Rly/Rd. bridges & suspension crossing, submerged.
HDD : 11.92 mm |
| 4. Length of the pipeline: | 437.8 Km. |
| 5. Grade: | API 5L x 46; |
| 6. Manufacturing type: | ERW for normal terrain, seamless for all type of crossings. |
| 7. Min. bend radius: | 3D (D. dia. of pipe) |

F. Pipeline Fittings & Facilities:

- | | |
|----|-------------|
| 1. | Block Valve |
|----|-------------|

Type of Valve:	As per Annexure III
(16")	Mainline, Through conduit 600 class 406.4 mm
API 6D.	steel- gate (full bore) & Ball valves conforming to

- | | |
|-----------------|--------------|
| 2. Check Valve: | Not present. |
|-----------------|--------------|

- | | |
|----|---------------|
| 3. | Pig Signaler: |
|----|---------------|

Particulars of Pig Signaler	Nos of Signaler
i) Pig received signaler	: Available
ii) Pig passed signaler	: Available

- | | |
|----------|-------------------------|
| b) Type: | Mechanical pig Signaler |
|----------|-------------------------|

Tees & Branches		
i)	Type of tees	Seamless carbon steel
tee (Barred for receiving side; Unbarred for launching side).		
ii)	Tee location	In scraper traps areas of Pump Stations, Repeater Stations and Receiving Terminal.
iv)	Angle to pipe run	900
v)	Bar spacing	Horizontal – 80 mm. Vertical –100 mm.

G. River Crossing: (Bridge and Suspension Crossing)

Note: Pipe is hanging from Bridges by MS clamps with insulating sleeves.

Total No. of crossing:-

- a) Suspension crossing Nil.
 - b) Bridge crossing 3 Nos. (Rly. bridge crossing = 2 Nos.
Road bridge crossing = 1 Nos.)
- (Three bridges are in process for conversion to

underground)

- c) Submerged crossing 9 Nos.

H. Cased crossing:

Total Nos. of crossing: 80 Nos.

- a) Road crossing 70
- b) Rly. crossing 10

I. Pigging:

- 1. Frequency of pigging between PS.1 and PS5. Normal : Fortnightly
Additional : As and when required operationally
- 2. Type of pig used: Brush & cup/Bi-di type cleaning pig.

J. Pipeline Protection System :**1. Physical Protection system:**

- i) Cross-country sections: Coat & wrapped with 'fibre-glass' inner & outerwrap interspersed with coaltar enamel in most of the pipeline segment and 3ply-2ply cold applied tape.

Coating thickness: 2.0 mm – Normal Terrain;
4.0 mm – Cased & submerged crossing & marshy patches.
HDD sections : 3LPE factory coated

- ii) Bridge, Crossings & Installation: Coat of aluminum paint in all exposed and over ground sections like suspension, bridge-crossings, scraper-traps etc.

2. Supplementary protection system: Impressed current cathodic protection system.

- a) Transformer rectifier Mainline (75 Volt. D.C., 50 amp.) 26 Nos. (6 in DNPL Stations.9 in station,7 in Repeater Stations & 3 on R.O.W.)

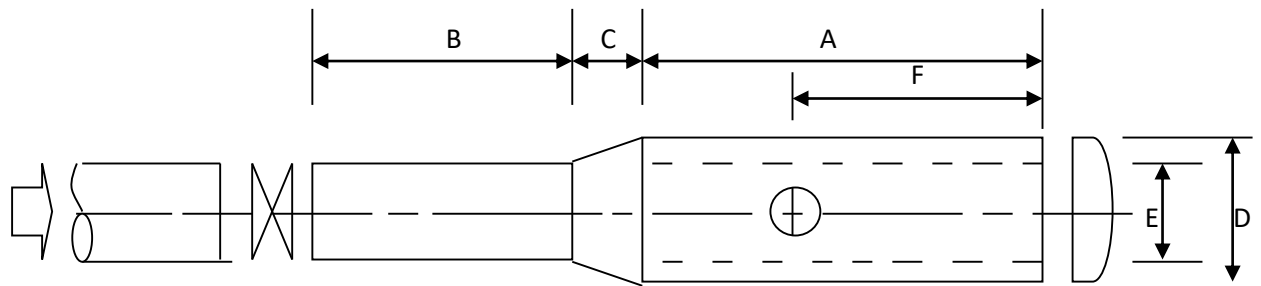
- b) Soil Resistivity 1000 Ohm-cm to 106Ohm-cm

- c) Test points At every fifth Km. (i.e. 0-5-10 Kms.)
- d) Installation capacity 0.6 amp/km. of the system.
- e) Present current drainage pattern: 0.082 Amp/km.

3. Last ILI carried out for the pipeline: In 2010-11 by LIN SCAN.

ANNEXURE II

A. Scraper Trap dimension for Repeater Stations except RS-2 Badulipar Branch line:



LAUNCHING TRAP:

Repeater Stations	DIMENSIONS (mm)					
	A	B	C	D	E	F
	1960	430	380	457.2	NA	900

RECEIVING TRAP:

Repeater Stations	DIMENSIONS (mm)					
	A	B	C	D	E	F
	3080	310	510	507.6	450	2020

B. Scraper Trap dimension for all pumping stations and RS-2 Badulipar Branch line.
Launching Barrel.

All the barrels are as per OISD standard and larger in size than above scraper Traps.

	LIST OF BLOCK VALVES FROM NAHORKATIYA TO NOONMATI				
SL.NO.	ITEM	KILOMETER			
1	PS-1	0	LAUNCHER	Gate valve-2 nos.	2
2	Valve-1 (U/S) Buridihing River	3.2		Gate valve	1
3	Vavle-2 (D/S) Buridihing River	3.8		Gate valve	1
4	Valve-3	19.6		Gate valve	1
5	Valve-4	34.1		Gate valve	1
6	PS-2	50.5	Launcher & Receiver	Gate valve-2 nos. Ball valve-2 nos.	4
7	Valve-5	63.46		Gate valve	1
8	RS-1 Maduri	90	Launcher & Receiver	Gate valve	2
9	Valve-11	109.7		Gate valve	1
10	PS-3, Jorhat	132.5	Launcher & Receiver	Gate valve-2 nos. Ball valve-2 nos.	4
11	Valve-12	150.07		Gate valve	1
12	RS-2 Badulipar	172	Launcher & Receiver	Gate valve-2 nos.	2
13	Valve-18 (U/S) Dhansiri	187.29		Gate valve	1
14	Valve-19 (D/S) Dhansiri	187.9		Gate valve	1
15	RS-3 kaziranga	214.1	Launcher & Receiver	Gate valve	2
16	Valve-25L	232		Gate valve	1
17	Valve-25	235.2		Gate valve	1
18	Valve-26L	246.8		Gate valve	1
19	Valve-26	250.74		Gate valve	1
20	PS-4	260	Launcher & Receiver	Gate valve-2 nos. Ball valve-2 nos.	4
21	Valve-27L	275		Gate valve	1
22	Valve-27	281.71		Gate valve	1
23	Valve-28 & 28L	294.32		Gate valve	1
24	Valve-28LA	310		Gate valve	1
25	RS-4 Ghani	313.3	Launcher & Receiver	Gate valve	2
26	Valve-34	333.36		Gate valve	1
27	Valve-35 (U/S) Kopili	351.03		Gate valve	1
28	Valve-36 (D/S) Kopili	351.7		Gate valve	1
29	RS-5 Jagiroad	360.8	Launcher & Receiver	Gate valve	2
30	Valve-42 U/S Digaru	383.02		Gate valve	1
31	Valve-43 D/S Digaru	383.21		Gate valve	1
32	PS-5 Noonmati	401.35	Receiver	Gate valve-1 Ball valve-1	2

Valves in Branch Lines

1	RS-2 Badulipar	0	LAUNCHER	1 Ball valve(new) gate valve- 1 (old)	2
2	Valve (U/S) Dhansiri	10.6		Gate valve	1
3	Vavle (D/S) Dhansiri	10.9		Gate valve	1
4	Receiving Terminal	13.6		Ball Valve -1 (new) Gate valve-1(old)	2
5	PS-11 Tengakhat	0		Launcher Ball valve-1, gate valve-1	2
6	RS-18 Fetengbor	22.3		Gate vale- Receiver 1	1

Total Valves	57

PART III – SOQ
SECTION-IV
PROFORMA-B

OIL INDIA LIMITED
(A Govt. of India Enterprise)

DESCRIPTION OF SERVICE: Intelligent pigging Survey(IPS) of 406.4 mm (16") OD Nahorkatiya Noonmati Crude Oil Pipeline including Branch line to Numaligarh Refinery and Tengakhath-RS18 sector.

TENDER NO. CGI 5228P21

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

SL. NO.	DESCRIPTION OF WORK	Quantity (A)	Unit	RATE PER UNIT (B)	TOTAL AMOUNT C=(AXB)	SERVICE ACCOUNTING CODE (SAC)	SPECIFY % OF GST ON (C)
10	<u>Intelligent Pigging Survey:</u> The job includes mobilization & demobilization of equipment & personnel, running of cleaning, gauging & ILI tools , collection & interpretation of data, submission of reports complete in all respect..	437.800	KM				
20	<u>Stand by Charges</u> Standby day rate is an all-inclusive charge for personnel and equipment deployed. Standby day rate will be payable as per the terms and conditions stipulated in Section "SPECIAL TERMS & CONDITIONS" of the Tender Document	12	DAY				
30	<u>Re-run Charges</u>	150	KM				

SL. NO.	DESCRIPTION OF WORK	Quantity (A)	Unit	RATE PER UNIT (B)	TOTAL AMOUNT C=(AXB)	SERVICE ACCOUNTING CODE (SAC)	SPECIFY % OF GST ON (C)
	e-run rate will be payable as per the terms and conditions stipulated in Section "SPECIAL TERMS & CONDITIONS" of the Tender Document.The percentage rate quoted shall in no case exceed 15% of the quoted unit rate for item 10.0						

Total amount without GST

Total amount with GST

Special Notes:

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

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

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

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

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

6. Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.
7. Bidders are also requested to refer the Taxes and Duties clause during GST regime attached vide **Annexure-I** (refer bid document) for compliance
8. Amount of GST shall not be included by the Contractor in their quoted price. OIL will reimburse the GST to the CONTRACTOR against submission of invoices issued in accordance with GST Rules,
9. Bidder shall furnish this Form duly filled in all respects along with his price part. However, Bidder is required to furnish this **Form indicating only the Rate of Duty/ Tax (%)** as per Column (d) along with his un-priced part.
10. The rate of GST indicated in this format shall be considered for statutory variation as per the provisions of bidding document.
- 11. GST quoted above shall be considered for evaluation as per provisions of Bidding Document.**
12. Contractor shall indicate total GST amount payable under the contract in this format. However, if Services, to be provided by the Contractor, falls under the category defined under reverse charge rule of GST then the liability of deposition of GST to the tax authority by the Contractor, and by the Owner shall be dealt in accordance with Notifications issued on reverse charge rule of GST by Government of India from time to time.
13. Bidders are requested to quote for all the items mentioned above. Bids will be evaluated considering the entire requirement as above. The Rates/amounts should be quoted by the Bidders inclusive of all applicable taxes and duties, however, GST payable to be shown separately.
14. Price Bid should be signed and sealed by the Authorised signatory of the Firm.

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

INDIRECT TAXES/ GST

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

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

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

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

When Input tax credit is NOT available for Set Off

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

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

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

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

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

PART-VII**PAYMENT TERMS**

SL. NO	ITEM/STAGE	% value
1	On completion of mobilization of cleaning, gauging and inspection tools.	5% of Contract value
2	On completion of cleaning, gauging survey in each section.	10% of contract value (in pro rata value for each section)
3	Immediately after completion of IP Tool Runs (MFL & XYZ) in each section.	25% of contract value (in pro rata value for each section)
4	Upon submission of report for dig verification in sections.	10% of Contract value (in pro rata value for each section)
5	Upon completion of successful Dig verification in each section.	20% of contract value (in pro rata value for each section)
6	Upon submission of complete inspection/survey reports and accepted by OIL.	30%

PART-V

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

SCHEDULE OF COMPANY'S PLANTS, MATERIALS & EQUIPMENT

NIL

SAFETY MEASURES

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

**Description of work/service: Intelligent pigging Survey(IPS) of 406.4 mm (16")
OD Nahorkatiya Noonmati Crude Oil Pipeline including Branch line to
Numaligarh Refinery and Tengahat-RS18 sector.**

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

INTEGRITY PACT (applicable)

Between

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

And

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

Preamble:

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

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

Section: 1 -Commitments of the Principal

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

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

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

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

Section: 2 -Commitments of the Bidder/Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 -Compensation for Damages

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

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

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

Section 5 -Previous transgression

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

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

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

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

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

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

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in

a specific manner, refrain from action or tolerate action. **However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.**

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

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

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Place.

Date .

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

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

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

Validity of Registration:

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

- II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. “Bidder from a country which shares a land border with India “for the purpose of this Order means: -
- a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (iii) above will be as under:
- 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more

juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation –

- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract any job related to the procurement (e.g. installation and commissioning, Annual Maintenance Contract etc.) to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

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

CERTIFICATE FOR RESTRICTION OF PROCUREMENT

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

Ref. No. _____
Tender No. _____ dtd. _____

Date _____

OIL INDIA LIMITED

.....
.....

Dear Sirs,

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

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

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

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

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

PROFORMA-B

PRICE SCHEDULE FORMAT

AS PER PART-III, SECTION IV

BID FORM

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

Sub: IFB No. : **CGI 5228P21**

Dear Sir,

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

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

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

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

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

Dated this _____ day of _____ 2021.

Signature and seal of the Bidder: _____

(In the capacity of) : _____

Name of Bidder : _____

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-E

BID SECURING DECLARATION

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

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

Signature & Seal of the Bidder

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	<u>Guwahati.branchhead@axisbank.com</u>

PROFORMA – G

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)*

To:
M/s. Oil India Limited

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

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

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

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

This guarantee is valid until the _____ day of _____

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

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

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Notwithstanding anything contained herein:

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

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

SIGNATURE AND SEAL OF THE GUARANTORS_____

Designation_____

Name of the Bank_____

Address _____

PROFORMA-H

PROFORMA LETTER OF AUTHORITY

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

Sir,

Sub: OIL's IFB No.

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

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

PROFORMA-I

AUTHORISATION FOR ATTENDING BID OPENING

Date: _____

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

Sir,

Sub: OIL's e-Tender No.

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

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

This AGREEMENT is made on the day of

BETWEEN

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

AND

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

WHEREAS

- A. OIL INDIA LIMITED being desirous of awarding a comprehensive contract for “ hiring the services of a brand new vehicle of type, and has issued an enquiry under reference No..... dated, containing the Schedule of Works, Terms and Conditions,
- B. M/s., have examined the nature and magnitude of the service to be provided and have satisfied themselves by careful examination before quoting their rates as to the nature and magnitude of the services to be provided , local conditions, the availability of manpower and resources necessary for rendering the service and have made local and independent enquiries and obtained complete information and have examined and considered all other issues, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the services and have included them while making their offer.

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

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

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

- i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
- ii) The following documents shall be deemed to form and be read and construed as part of this agreement viz:

- (a) The Tender Document No.....dated, inter-alia providing the Instruction to the bidder ,General Conditions of Contract, Scope of Work / terms of reference /Technical specifications etc., Special conditions of contract.
- (b) The Bid submitted by the Contractor in response to the Tender enquiry,
- (c) The contractors letter dated (after price negotiation) if any .
- (d) The Company's Notification of Award vide Letter of Award No. _____ dated _____.
- (e) Section-I, II, III & IV hereto.
- (f) Annexure –I hereto
- iii) The rates payable for the job will be as indicated in **Part-III**
- iv) In consideration of the payment to be made by the Company to the Contractor for carrying out the assigned service , the Contractor hereby covenants with the Company that the Contractor shall and will carry out the assigned service and complete the said service and shall do and perform all other acts and things mentioned in the Agreement or described or which are to be implied there from or may be reasonably necessary for the execution of the said assignment in the desired manner and time and subject to the terms and conditions or stipulations mentioned in the Agreement.
- v) The Company hereby covenants to pay the Contractor in consideration of the due provision, execution and completion of the services and the remedying of defects therein , the contract price or such other sum as may become payable under the provisions of this contract at times and in manner prescribed in this contract.

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

Signed and Delivered for and
On behalf of Company

Signed and Delivered for and
on behalf of Contractor

(Oil India Limited)

()

IN PRESENCE OF TWO WITNESSES :

IN PRESENCE OF TWO WITNESSES

1.
2.

1.
2.

PROFORMA FOR SELF DECLARATION FOR LOCAL CONTENT

(On Bidder's Letter Head)

TENDER ENQUIRY NO.

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

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

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

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

PROFORMA-L

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

Certificate of Compliance of FINANCIAL CRITERIA:

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

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

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

Place:

Date:

Signature of the authorized signatory

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

PROFORMA-M

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

Ref. No. _____

Date _____

**To,
GM-CONTRACTS
OIL INDIA LIMITED
GUWAHATI-781171**

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. _____ Dated _____

Sir,

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

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

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

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

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

PROFORMA- N

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

Name:

FULL Address:

Phone Number :

Mobile Number :

E-mail address :

FAX Number :

Bank Account Number:
(in which the Bidder wants remittance against invoices)

Bank Name :

Branch :

Address of the Bank:

Bank Code :

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank :

PAN Number :

GST Registration Number:

Signature of Vendor with Official Seal

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

PROFORMA-O

FORMAT FOR UNDERTAKING
(IN TERMS OF **TENDER NO. CGI5228P21**)
(On Non-Judicial Stamp Paper of Rs. 100/-)
TO BE NOTORISED

To
GM-CONTRACTS
OIL INDIA LIMITED
GUWAHATI

Dear Sirs,

UNDERTAKING/DECLARATION BY THE BIDDER IN RESPECT OF TENDER NO CGI5228P21

This is in connection with the Bid submitted by me/us, (Name of Bidder), against Tender No. **CGI5228P21** for **“Intelligent pigging Survey(IPS) of 406.4 mm (16") OD Nahorkatiya Noonmati Crude Oil Pipeline including Branch line to Numaligarh Refinery and Tengakhat-RS18 sector.”**

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

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

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

I/We, the afore mentioned Bidder against the subject tender, further undertake that I/We will pay my/our workers the existing Daily wages as notified under the Minimum Wages Act from time to time by the Central Govt. and such statutory or any other increase in the wages rates including consequent increase in statutory contributions like provident fund etc. of contract labours engaged by me/us shall be

borne solely by me/us during the entire period of the contract, including extension if any, without any cost implication whatsoever upon the Company.

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

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

Yours faithfully,

1. Authorized Signatory with Seal

(Bidder)

Place:-

Date:-

PROFORMA-P

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

Dear Sir,

Sub: E-Payments vide RTGS/NEFT

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

(A) BANK DETAILS

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

(B) VENDOR DETAILS :

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

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

Thanking you,

Date:

Authorised

Signatory & Stamp

.....
.....

Bank Certificate

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

Date:

Place:

Authorised Bank Official

Signature, Code & Stamp of

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

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

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

AND WHEREAS

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

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

Only).

AND THE CONTRACTOR hereby agrees with OIL that:

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

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

Place:

Dated:

(SIGNED BY COMPETENT AUTHORITY)
Official seal of the CONTRACTOR

.....

PROFORMA-R

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

Date:.....

To,

Oil India Limited

Sub: Undertaking for Un-audited Financial Statement

Ref: Tender No Dated

Dear Sir,

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

Yours faithfully,

Bidder's Sign and Seal

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

YEAR	TURN OVER In INR Crores	NET WORTH In INR Crores

Place :

Date:

Seal:

Membership No ..

Registration Code:

Signature :

PROFORMA -T**Proforma of Bank Guarantee towards Purchase Preference – Local Content**

Ref. No. _____ Bank Guarantee No. _____
Dated _____

To
Oil India Limited

India

Dear Sirs,

1. In consideration of _____ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ _____ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any / all money to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in _____ words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter

or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

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

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

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

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

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

Attorney as per power of
Attorney No. _____
Dated _____

PROFORMA – BEC/A

Bidder shall submit following filled-up format for each work experience submitted against para 2.0 and 4.0.

FORMAT FOR TECHNICAL WORK EXPERIENCE

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

APPENDIX-A**GENERAL HSE POINTS**

- 1.0 It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect in the Health, Safety & Environmental aspects of the entire job (namely, the persons employed by him, the equipment, the environment etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-Contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-Contractors.
- 2.0 Every person deployed by the Contractor in a mine must wear safety gadgets to be provided by the Contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and the Company PPE schedule. Safety appliances like protect footwear, safety helmet and full body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available, but in turn. OIL will recover the actual cost of the items by deducting from Contractor's bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- 3.0 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including as assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries and materials from the mining operation/operations to be done by the Contractor and how it is to be managed.
- 4.0 The Contractor shall provide a copy of SOP to the person designated the Mine Owner who shall be supervising the Contractor's work.
- 5.0 Keep an up to date SOP and provide a copy to changes to a person designed by the Mine Owner/Agent/Manager
- 6.0 The Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the Mine Owner a site
- 7.0 All persons deployed by the Contractor for working in mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.
- 8.0 The Contractor shall submit to DGMS indicating – name of his firm Registration Number, name 7 Address of person heading the firm, nature of work, type of deployment of work persons, No. of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
- 9.0 The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
- 10.0 It will be entirely the responsibility of the Contractor/ his Supervisor/Representative to ensure strict adherence to all HSE measures and statutory rules during operation in Oil's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by the Company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Appendix-B

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

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

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

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

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

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

STARTUP AND MSE VENDORS

In case a Startup [defined as per Ministry of Commerce and Industry (Department of Industrial Policy and Promotion, DIPP) latest notification]/ MSE is interested in supplying the tendered item but does not meet the Pre-Qualifying Criteria (PQC)/ Proven Track Record (PTR) indicated in the tender document, the Startup/MSE is requested to write a detailed proposal separately, and not against the present tender requirement, to the tender issuing authority about its product. Such proposals shall be accompanied by relevant documents in support of MSE (where applicable) or in case of Startup, following documents shall be given:

1. Certificate of Recognition issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.
2. Certificate of incorporation.
3. Audited Profit & Loss (P&L) Statement of all the Financial Years since incorporation. In case where the Balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Years since incorporation along with a declaration stating the reason for not furnishing the audited P&L Statement. This certificate shall be endorsed by a Chartered Accountant/Statutory Auditor.

The Proposal shall be examined by OIL and OIL may consider inviting a detailed offer from the Startup/MSE with the intent to place a TRIAL or TEST Order, provided the Startup/MSE meets the Quality and Technical Specifications.

In case the Startup/MSE is successful in the Trial Order, the vendor shall be considered for PQC exemption/relaxation (as the case may be) for the next tender for such item till the time it remains a Startup/MSE.

Appendix-D

PP-LC POLICY

(Purchase preference linked with local content)

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

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

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

E-remittance -RTGS (Proforma P)		
Indemnity Bond (Proforma Q)		
Financial statement not audited (Proforma R)		
Certificate of Annual Turnover& Net worth (Proforma S)		
BG towards PPLC (Proforma T)		
Format for technical work experience (BEC/A)		
INTEGRITY PACT –PART VII		

