

**OIL INDIA LIMITED  
(A GOVT. OF INDIA ENTERPRISE)  
P.O. DULIAJAN-786602, ASSAM  
E-TENDER NOTICE**

OIL INDIA LIMITED (OIL) invites Bids from experienced Service Providers through its E- procurement portal “<https://etender.srm.oilindia.in/irj/portal>” for the following works / services:

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| IFB No.                           | <b>CDI2867P17</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Description of Work / Service     | <b>LAYING/REPLACEMENT OF 100MM NB API 5LX-46 WELDED FLOW LINES ON REQUIREMENT BASIS FOR DRILLING WELLS, WORK OVER WELLS, WATER INJECTION LINES, FORMATION WATER DISPOSAL LINES, GAS ARTERY LINES AND 50MM NB WELDED GAS PIPELINES UNDER MORAN FIELDS AND SALMARI OCS IN OIL'S OPERATIONAL AREAS IN ASSAM</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Type of Bid                       | <b>SINGLE STAGE TWO BID SYSTEM</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Period of Sale of Bid Document    | <b>03.11.2016 TO 29.11.2016 (up to 15:30 HRS)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Bid Closing / Opening Date & Time | <b>06.12.2016 (11:00 HRS / 14:00 HRS : Server Time)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Bid Submission Mode               | Bid should be uploaded in OIL's e-Procurement portal.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Bid Opening Place                 | Office of the DGM-Contracts(HoD), Contracts Department, Oil India Limited, Duliajan, District: Dibrugarh (Assam), PIN-786602.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Priced Bid Opening Date & Time    | Will be intimated to the eligible bidder(s) nearer time.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Cost of Bid Document              | <b>Rs. 1,000.00</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Bid Security (EMD)                | <p><b>Rs. 7,26,000.00</b></p> <p>The Bid Security should be in the form of a <b>BANK DRAFT / BANKER'S CHEQUE/ BANK GUARANTEE (valid for minimum 150 days from the date of Technical bid opening)</b> favouring OIL INDIA LIMITED, payable at DULIAJAN for the amount applicable and purchased from any Scheduled Indian Bank. Alternatively, the Bid Security can be deposited on-line in the E-procurement portal through the online payment gateway.</p> <p><b>Notes:</b></p> <p><b>a.</b> In case of Bidder(s) submitting Bid Security in the form of BANK DRAFT / BANKER'S CHEQUE/ BANK GUARANTEE, the Original hard copy of Bid Security should reach the office of DGM-Contracts (HoD) <b><u>on or before Bid Closing date and time.</u></b></p> <p><b>b.</b> A scanned copy of Bid Security document / EMD Invoice (in case of Bid Security deposited on-line) should also be uploaded along with the Unpriced Techno-Commercial Bid documents.</p> |

**2.0** For participation, Cost of Bid Document (Non-Transferable and Non-refundable) by way of crossed "Payee Account only" Bank Draft/Banker's Cheque drawn by Bank and valid for 90 days from the date of issue of the same or in the form of Indian Postal Orders in favour of OIL INDIA LIMITED and **payable at Duliajan**, along with the application(s) on applicants letter pad with a request for USER ID & PASSWORD is to be submitted /sent to reach the **DGM-Contracts(HoD), Contracts Department, Oil India Limited, P.O. Duliajan, Assam-786602** 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 and pay the requisite Bid Document cost through the online payment gateway provided in the E-procurement portal.

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

Application & Tender Fees, IFB No.: CDI2867P17

Description of Work / Services: Laying of 100mm NB, API 5LX -46 welded flow lines on requirement basis and 50mm NB welded gas pipelines under Moran fields and Salmari OCS

**2.2** 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)

**E-TENDER NO. CDI2867P17**

Mobile No. /Telephone No. (v) Whether participated in OIL's e-tender prior to this tender.

**3.0** No physical Bid documents will be provided. On receipt of requisite Bid Document Cost, USER\_ID and initial PASSWORD will be communicated to the bidder through e-mail at the e-mail address provided along with request for Bid documents as mentioned in 2.2 (i) above and will be allowed to participate in the bidding through OIL's E-Procurement portal.

**4.0 EXEMPTION OF TENDER FEE:**

**4.1** Central Govt. Departments and Central Public Sector Undertakings (CPSUs) are exempted from the payment of tender fee. Parties registered with DGS&D, having valid certificates are also exempted from payment of tender fee.

**4.2** In case of CPSUs/ Govt. Bodies/eligible institutions etc. claiming waiver of tender fees, they shall apply to Contracts Department, OIL, Duliajan with documentary evidence before **07 days** of bid closing date.

**5.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:**

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

**6.0** Details of process for submission of Tenders Fees & Bid Security (EMD) through the online payment gateway are available in Vendor User Manual under E- procurement portal. (**Note:** Important Points for on-line Payment can be viewed at Oil India's website at url: <http://oil-india.com/pdf/ETenderNotification.pdf>).

**7.0** The link to OIL's E-Procurement portal has been also provided through OIL's web site ([www.oil-india.com](http://www.oil-india.com)).

**8.0** The details of IFB / Bid Documents can be viewed using "Guest Login" provided in the E-Procurement portal.

**9.0** To participate in OIL's e-procurement tender, bidders should have a legally valid "**Class 3**" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] 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. 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.

**DATE: 28.10.2016**

**DGM-CONTRACTS(HoD)**  
**FOR RESIDENT CHIEF EXECUTIVE**

**OIL INDIA LIMITED  
(A GOVT. OF INDIA ENTERPRISE)  
CONTRACTS DEPARTMENT, DULIAJAN**

OIL INDIA LIMITED invites ON-LINE BIDS from experienced / approved Contractors / Firms for the following mentioned work / service under **SINGLE STAGE TWO BID SYSTEM** through its e-Procurement site:

**DESCRIPTION OF WORK/ SERVICE:**

**LAYING/REPLACEMENT OF 100MM NB API 5LX-46 WELDED FLOW LINES ON REQUIREMENT BASIS FOR DRILLING WELLS, WORK OVER WELLS, WATER INJECTION LINES, FORMATION WATER DISPOSAL LINES, GAS ARTERY LINES AND 50MM NB WELDED GAS PIPELINES UNDER MORAN FIELDS AND SALMARI OCS IN OIL'S OPERATIONAL AREAS IN ASSAM**

**CONTRACT PERIOD:** 02 (Two) years

**BID SECURITY:** Rs. 7,26,000.00 (Rupees Seven Lakhs Twenty Six Thousand only)

**BID CLOSING/ OPENING DATE & TIME :** **06.12.2016** (11:00 HRS/14:00 HRS)

a) **Bid Security** deposited vide On-line Payment / Demand Draft / Banker's Cheque / Bank Guarantee

No. \_\_\_\_\_ dated \_\_\_\_\_ of \_\_\_\_\_

Original hard copy of (a) (In case of Bidder(s) submitting Bid Security in the form of Bank Draft / Banker's Cheque/ Bank Guarantee) should reach the office of DGM-Contracts(HoD), OIL, DULIAJAN **on or before bid closing date & time**, otherwise Bid will be rejected. A scanned copy of Bid Security document / EMD Invoice (in case of Bid Security deposited on-line) should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

b) Bidders to confirm that in the event of the award of Contract will submit Performance Security Deposit **@ 10% of annualized contract value** and this will not earn any interest.

2.0 SEALED ENVELOPES containing the **Bid Security Deposit, Printed catalogue and Literature**, if called for in the tender shall be marked with the above Tender Number and description of work and addressed to:

DGM-CONTRACTS(HoD)  
CONTRACTS DEPARTMENT  
OIL INDIA LIMITED  
DULIAJAN – 786602  
ASSAM

All bidders (except those exempted) shall deposit the requisite **BID SECURITY DEPOSIT** in the form of **On-line Payment / Demand Draft / Banker's Cheque / Bank Guarantee (should be valid for minimum 150 days from the date of opening of Technical Bid)** from any Scheduled Indian Bank in favour of M/s Oil India Limited and payable at DULIAJAN. This Bid Security Deposit shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 6.0 below. **Bids without Bid Security Deposit (except from those exempted) in the manner specified above will be summarily rejected.**

3.0 Bid should be submitted online up to 11:00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 02:00 PM (IST) at Office of the DGM-Contracts(HoD) in presence of authorized representative of the bidder.

4.0 **The rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab. Bidder should note that no pricing information is furnished in the "c-folder" (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.**

The bid and all uploaded documents must be Digitally signed using "Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] 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.

*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.*

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

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

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

5.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit in full and debarred from participation in future tenders, at the sole discretion of the company and the period of debarment will not be less than 6 (six) months.

(b) Once a bid is withdrawn, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

7.0 The Bid must be valid for 120 (One hundred & twenty) days from the date of Technical bid opening.

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

9.0 The work may be split up amongst more than one contractor at the sole discretion of the Company.

10.0 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 Techno-Commercial Bid documents.

10.1 In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.

10.2 In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.

10.3 In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.

10.4 In case of Co-Operative Societies, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.

10.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies Service Tax and Central Excise Registration Certificate.

10.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name,

residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.

10.7 In case of Trusts registered under the Indian Trust Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies Service Tax and Central Excise Registration Certificate.

11.0 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.

12.0 The successful bidder shall furnish a Performance Security Deposit in the form of Demand Draft / Banker's Cheque / Bank Guarantee as specified above before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

13.0 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.

14.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.

15.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.

16.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be debarred for 2 (two) years from the date of default.

17.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnish by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder shall be debarred from participating in any tender of the company for a period of 03 years from the date of issuance of debarment letter/order, 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.

18.0 **The tender will be governed by:**

Forwarding Letter.

Instruction to Bidders

BEC-BRC- Bid Evaluation Criteria & Bid Rejection Criteria

Part-I - General Conditions of Contract (GCC)

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

Part-III - Special Conditions of Contract (SCC)

Part-IV - Schedule of company's Plants, Materials and Equipments - **Not Applicable**

Part-V - Safety Measures (SM)

Part-VI - Integrity Pact

Price Bidding Format

Proformas

**SPECIAL NOTE:**

**Please note that all tender forms (Forwarding Letter, BEC-BRC – Bid Evaluation Criteria & Bid Rejection Criteria, Part – I / General Conditions of Contract / GCC, Part-II / Schedule of Work, Unit and Quantity / SOQ, Part-III / Special Conditions of Contract / SCC, Part-V / Safety Measures / SM, Part-VI / Integrity Pact, Price Bid) and supporting documents are to be submitted through OIL's**

E-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender No. and due date to The DGM-Contracts(HoD), Contracts Department, Oil India Limited, Duliajan- 786602.

**a) ORIGINAL BID SECURITY (Only in case of Bidder(s) submitting Bid Security in the form of Bank Draft / Banker's Cheque/ Bank Guarantee)**

A scanned copy of Bid Security should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

**b) ANY OTHER DOCUMENT REQUIRED TO BE SUBMITTED IN ORIGINAL AS PER TENDER REQUIREMENT.**

Scanned copy(s) of the same should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

The above documents including the Original Bid Security (in case of bidders submitting Bid Security in the form of Bank Draft / Banker's Cheque/ Bank Guarantee) must be received at OIL's DGM-Contracts(HoD)'s office at Duliajan on or before the bid closing date & time failing which the bid shall be rejected.

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.

19.0 The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the "Un-Priced Techno-Commercial" and "Priced" bid through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender. The Price Bid rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal. The price quoted in the "PRICE BIDDING FORMAT" will only be considered for evaluation.

20.0 In Technical Bid opening, only "Technical RFx" Tab Page will be opened. Therefore, the bidder should ensure that Technical bid is uploaded under "Technical RFx Response" Tab Page only. No price should be given under Technical RFx; otherwise the offer will be rejected. Please go through the help document provided in OIL's e-Portal, in detail before uploading the document.

**NB:** All the Bids must be Digitally Signed using "Class 3" digital signature certificate with Organizations Name (e-commerce application)" 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.

21.0 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-VI- Integrity Pact" of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

(**Note:** Shri Rajiv Mathur, IPS (Retd.), Former Director, IB, Govt. of India, E-Mail ID: [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com) and Shri Satyananda Mishra, IAS (Retd.), Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India, E-Mail ID: [satyanandamishra@hotmail.com](mailto:satyanandamishra@hotmail.com) have been appointed as Independent External Monitors).

## 22.0 SCREEN SHOTS:

**Display RFX Response:**

Edit | Print Preview | Technical RFX Response | Close

RFX Response Number 60006452 RFX Number TEST2 Status Submitted Submission Deadline 13.04.2013 11:00:00 INDIA  
 RFX Owner WIPRO\_TEST1 Total Value 0.00 INR RFX Response Version Number 2 RFX Version Number 4

RFX Information | Items | Notes and Attachments | Conditions | Summary | Tracking

Basic Data | Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010 90% against despatch+10% after receipt

Service and Delivery Information

Incoterms

Status and Statistics

Created On

Created By

Last Processed On

Last Processed By

Partners and Delivery Information

Details | Send E-Mail | Call | Clear

| Function                            | Number | Name | Valid from |
|-------------------------------------|--------|------|------------|
| The table does not contain any data |        |      |            |

Go to this Tab "Technical RFX Response" for Uploading "Un-priced Techno-commercial Bid".

Go to this Tab "Notes and Attachments" for Uploading "Price Bid" files.

**On "EDIT" Mode- The following screen will appear. Bidders are advised to Upload "Un-priced Techno-Commercial Bid" and "Priced Bid" in the places as indicated below:**

**Edit RFX Response:**

Submit | Read Only | Print Preview | Check | Technical RFX Response | Close | Save | Verify signature of Response | Sign Response

RFX Response Number 60006452 RFX Number TEST2 Status Withdrawn Submission Deadline 13.04.2013 11:00:00 INDIA  
 RFX Owner WIPRO\_TEST1 Total Value 0.00 INR RFX Response Version Number 5

RFX Information | Items | Notes and Attachments | Conditions

**BID ON "EDIT" MODE**

Area for uploading Un-Priced Techno-Commercial Bid\*

Notes

Add | Clear

| Assigned To                         | Category | Text Preview |
|-------------------------------------|----------|--------------|
| The table does not contain any data |          |              |

Attachments

Sign Attachment | Add Attachment | Edit Description | Versioning | Delete | Create Qualification

| Assigned To                         | Category | Description | File Name | Version | Processor | Checked |
|-------------------------------------|----------|-------------|-----------|---------|-----------|---------|
| The table does not contain any data |          |             |           |         |           |         |

Area for uploading Priced Bid\*\*

**Note :**

\* The "Techno-Commercial Unpriced Bid" shall contain all techno-commercial details **except the prices**.

\*\* The "Price bid" must contain the price schedule and the bidder's commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the Price Bid. On Signing a new file with extension .SSIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

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

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

**IFB NO. CDI2867P17  
INSTRUCTION TO BIDDERS**

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

**2.0 BIDDING DOCUMENTS:**

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

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

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

**3.0 TRANSFERABILITY OF BID DOCUMENTS:**

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

**3.2** Unsolicited offers will not be considered and will be rejected straightway.

**4.0 AMENDMENT OF BIDDING DOCUMENTS:**

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

**4.2** The Addendum will be sent in writing through post / courier / Fax / e-mail to all prospective Bidders to whom Company has sent the bid documents and also be uploaded in the OIL's e-portal in the “Technical RFx” area under the tab “External Area ➔ Amendments”. The company may, at its discretion, extend the deadline for bid submission for any reason. Bidders shall also check OIL's E-Tender portal [“Technical RFx” area under the tab “External Area ➔ Amendments”] for any amendments to the bid documents before submission of their bids.

**5.0 PREPARATION OF BIDS**

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

**5.2 DOCUMENTS COMPRISING THE BID:****(A) UN-PRICED TECHNO-COMMERCIAL BID:**

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

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

**(B) PRICED BID:**

The Priced Bid shall contain the rates / prices and any other commercial information pertaining to the rates / prices. Bidder shall quote their rates / prices in the “PRICE BIDDING FORMAT” attached under “Notes and Attachments” tab in the main bidding engine of OIL’s e-Tender portal. The price quoted in the “PRICE BIDDING FORMAT” will only be considered for evaluation.

Bidder must include all liabilities including statutory liabilities (but excluding Service Tax) in their quoted rates. The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except as mentioned in the Bid Document.

**6.0 PERIOD OF VALIDITY OF BIDS:**

**6.1** The Bid must be valid for 120 (One hundred & twenty) days from the date of opening of the tender.

**6.2** In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

**7.0 FORMAT AND SIGNING OF BID:**

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

**8.0 SUBMISSION OF BIDS:**

**8.1** 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 with organizations Name” digital certificates [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.

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

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

**8.2** Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.

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

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

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

**8.6** Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works to be executed under this contract.

#### **9.0 DEADLINE FOR SUBMISSION OF BIDS:**

**9.1** Bids should be submitted on-line up to 11.00 AM (IST) (Server Time) on the Bid Closing date mentioned in the Forwarding Letter. Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

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

**9.3** The documents in physical form must be received by Company at the address specified in the “Forwarding Letter” **on or before the bid closing date & time**. Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

#### **10.0 LATE BIDS:**

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

#### **11.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

**11.1** Bidders will be permitted by System to withdraw or make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

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

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

## **12.0 EXTENSION OF BID SUBMISSION DATE:**

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

## **13.0 BID OPENING AND EVALUATION:**

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

In Technical bid opening date, only "Technical RFx" Tab Page will be allowed to be opened by the system. Bidders therefore should ensure that Un-priced Techno-Commercial bid is uploaded under "Technical RFx Response" Tab Page only.

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

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

**13.3** Bids which have been withdrawn pursuant to Clause 11.1 will not be allowed to be opened by the system. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

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

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

**13.6** Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

**13.7** A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

**13.8** The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

#### **14.0 EVALUATION AND COMPARISON OF BIDS:**

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

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

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

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

#### **15.0 CONTACTING THE COMPANY:**

**15.1** Except as otherwise provided in Clause 14.0 above, no Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 13.5.

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

#### **16.0 AWARD CRITERIA:**

**16.1** OIL will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

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

**17.1** OIL reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for OIL's action.

#### **18.0 NOTIFICATION OF AWARD:**

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

#### **19.0 SIGNING OF CONTRACT:**

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

**19.2** Within 2 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder(s) will be required to pay an interest free Performance Security by way of Demand Draft / Bank Guarantee (in specified format) favouring "OIL INDIA LIMITED" payable at "DULIAJAN" from any Scheduled Indian Bank. Upon furnishing of the Performance Security, the successful Bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the OIL Standard forms of agreement.

**19.3** This Performance Security must be valid for 90 days beyond contract period. In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

**19.4** The "Performance Security" will be refunded to the contractor after 90 days beyond contract period, but part or whole of which shall be used by the Company in realisation of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

**19.5** Failure of the successful bidders to comply with the conditions as specified in Para 19.2 above would render him liable for rejection and in turn forfeiture of Bid Security apart from any other actions the Company may take against him at its sole discretion. The party shall also be debarred for a period of 2(two) years from the date of default.

## **20.0 FURNISHING FRAUDULENT INFORMATION / DOCUMENTS:**

The information and documents furnish by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder shall be debarred from participating in any tender of the company for a period of 03 years from the date of issuance of debarment letter/order, 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.

## **21.0 In the event of awarding contract the Contractor shall have to submit Invoice of Service Tax (if applicable) as per the following Format**

(Format of Invoice (As per Rule 4A (1) of the Service Tax Rule's 1994)

### **TAX INVOICE**

Name of the Service Provider.....

Address of the Service Provider.....

Service Tax Regn. No of the service provider.....

Name & address of the Service Receiver

Oil India Limited, Duliajan, Assam

Invoice Serial No.....

Invoice Date.....

| Particulars                                                                                                                                                                                                                                                                                                              | Amount (Rs) |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| Description of the service provided or agreed to be provided<br>(e.g. AMC Bill against Contract No.....for the period.....)                                                                                                                                                                                              | A           |
| Add service Tax 15.0 % on (A) above(In case of taxable value of service is not 100%,<br>than specify the value of taxable service and apply 15.0 % of the qualifying amount)<br>(e.g. if the value of service is only 40%, than service tax should be calculated at 15.0%<br>on 40% of the value declared at (A) above.) | B           |
| Total amount (Including service Tax) (A + B)                                                                                                                                                                                                                                                                             | C           |
| Less: Service Tax Payable by Oil India Limited under reverse charge                                                                                                                                                                                                                                                      | D           |
| Net Bill Amount                                                                                                                                                                                                                                                                                                          | E           |

Signature of Proprietor/partner

**1.0 BID EVALUATION CRITERIA (BEC):**

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

**1.1 Technical Criteria:**

**1.1.1** The Bidder must have experience of at least 01 (one) SIMILAR work of minimum length **40.00 Kilometers** under single Contract in previous 7 (seven) years to be reckoned from the original bid closing date.

OR

The bidder must have experience of at least 01 (one) SIMILAR work of minimum value of **Rs. 1,81,39,000.00 (Rupees One Crore Eighty One Lakhs and Thirty Nine Thousand only)** under single Contract in previous 7 (seven) years to be reckoned from the original bid closing date.

**Notes to BEC Clause 1.1 above:**

- a. "SIMILAR work" mentioned above means "Construction of Crude Oil/Gas transportation welded pipe lines of minimum 50mm NB in PSUs / Central / State Govt. (Organisations /Departments) conforming to ANSI B31. 4/31.8/31.3 as per applicable and relevant codes/ standards."
- b. If the prospective bidder has executed contract in which SIMILAR work is a component then such experience will also be taken into consideration provided that the bidder submits the breakup (value / quantity) of SIMILAR work executed and certified by the end user.
- c. If the prospective bidder is executing SIMILAR work which is still running and the contract value / quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate issued by end user.
- d. In case the start date of the requisite experience is beyond the prescribed 7 (seven) years reckoned from the original bid closing date but completion is within the prescribed 7 (seven) years reckoned from the original bid closing date, then such experience will also be taken into consideration provided that the bidder has submitted a certificate issued by a practicing Chartered / Cost Accountant Firm (with Membership Number & Firm Registration Number) indicating the contract value / quantity executed under SIMILAR work within the prescribed period of 7 (seven) years reckoned from the original bid closing date.
- e. For proof of requisite experience, the following documents/photocopies must be submitted along with the bid:-
  - i) Purchase order / Work order / Contract document

**AND**

  - ii) Certificate issued by PSUs / Central / State Govt. (Organisations /Departments) in previous 7 (seven) years reckoned from the original bid closing date, showing:
    - a. Gross value of the job done and
    - b. Nature of Job done,
    - c. Time period covering the duration as per NIT.
- f. SIMILAR work executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.

**1.2 Financial Criteria:**

**1.2.1** Annual Financial Turnover of the bidder during any of preceding 3 financial / accounting years from the original bid closing date should be at least **Rs. 90,70,000.00 (Rupees Ninety Lakhs and Seventy Thousand only)**.

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

**Notes to BEC Clause 1.2 above:**

- a.** For proof of Annual Turnover & Net worth, any one of the following documents/ photocopies must be submitted along with the bid:-
- (i)** Audited Balance Sheet along with Profit & Loss account.
- OR
- (ii)** A certificate issued by a practicing Chartered / Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in Proforma-VII.
- b.** Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year \_\_\_\_\_ has actually not been audited so far'.
- 1.3** Prices shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.
- 1.4** Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected.
- 1.5** If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 1.6** The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.
- 1.7** Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering total quoted price for all items of SOQ inclusive of all liabilities including statutory liabilities but excluding Service Tax as per Price Bid Format.
- 1.8** Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.
- 1.9** The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.
- 1.10** Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.
- 1.11** In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.
- 1.12** **Purchase Preferences** allowed as per Government Guidelines in Vogue and PPP [Public Procurement policy] for Micro and Small Enterprises is not applicable for this tender (being works contract tender).

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

**2.1** The bids are to be submitted in single stage under 2 (two) bid system i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.

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

**2.3** Bid security shall be furnished as a part of the Techno Commercial Un-priced Bid. The amount of bid security should be as specified in the forwarding letter. Any bid not accompanied by a proper bid security will be rejected.

**Note:** In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum 150 days from the date of Technical bid opening.

**2.4** Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable. Bid made by parties who have not submitted the requisite tender fees will be rejected.

**2.5** Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.

**2.6** Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.

**2.7** Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

**2.8** Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.

**2.9** Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Un-priced Techno-Commercial Bid as per tender requirement in the c-Folder link (collaboration link) under "Technical RFx Response" Tab Page only.

**2.10** Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:

- (i)** Firm price
- (ii)** EMD / Bid Bond
- (iii)** Period of validity of Bid
- (iv)** Price Schedule
- (v)** Performance Bank Guarantee / Security deposit
- (vi)** Delivery / Completion Schedule
- (vii)** Scope of work
- (viii)** Guarantee of material / work
- (ix)** Liquidated Damages clause
- (x)** Tax liabilities
- (xi)** Arbitration / Resolution of Dispute Clause
- (xii)** Force Majeure
- (xiii)** Applicable Laws
- (xiv)** Specifications
- (xv)** Integrity Pact

**2.11** There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.

**2.12** Bid received with validity of offer less than 120 (one hundred twenty) days from the date of Technical Bid opening will be rejected.

**2.13** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Part-VI of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

**3.0 GENERAL:**

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

**3.2** To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission.. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

**3.3** If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, the clauses in the BRC shall prevail.

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

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

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

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**OIL INDIA LIMITED  
(A GOVT. OF INDIA ENTERPRISE)  
CONTRACTS DEPARTMENT, DULIAJAN  
DISTRICT: DIBRUGARH (ASSAM), PIN-786602  
TEL: (91) 374-2800548, FAX: (91) 374-2803549  
Website: [www.oil-india.com](http://www.oil-india.com)**

**DESCRIPTION OF WORK/SERVICES:-**

**LAYING/REPLACEMENT OF 100MM NB API 5LX-46 WELDED FLOW LINES ON REQUIREMENT BASIS FOR DRILLING WELLS, WORK OVER WELLS, WATER INJECTION LINES, FORMATION WATER DISPOSAL LINES, GAS ARTERY LINES AND 50MM NB WELDED GAS PIPELINES UNDER MORAN FIELDS AND SALMARI OCS IN OIL'S OPERATIONAL AREAS IN ASSAM.**

**GENERAL CONDITIONS OF CONTRACT (GCC)**

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

**WITNESSETH:**

1. a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract under Moran fields and Salmari OCS in OIL's operational areas in Assam.

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

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

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

3. The Company's Engineer shall have power to:

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

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

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

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

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

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

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

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

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

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

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

8. The duration of the contract shall be initially for a period of **02 (Two) years** from the commencement date mentioned in the work order. The Contractor must complete the work as mentioned in PART – III (SPECIAL CONDITIONS OF CONTRACT: SCC) within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, the Total Contract price shall be reduced by 0.5% of the total Contract Price per complete week of delay or part thereof subject to a maximum of 7.5% of the Total Contract Price, by way of liquidated damages for delay and not as penalty.

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

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

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

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

10. The tendered all-inclusive Price (the Contract price) is ₹ \_\_\_\_\_ **(Not to be filled up by bidder while submitting the offer in c-Folder. This figure will be filled up by OIL at the time of award of the contract to the successful bidder.)** (₹ \_\_\_\_\_ only) but the Company shall pay the Contract or only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.

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

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

12. The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours notice in writing to the Contractor and in the event of Company's so doing the clause 5 here of shall prevail and the accounts between the parties will be in accordance therewith finalised.

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

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

15. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by Contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities but excluding Service Tax. Service Tax if applicable shall be, to the Company's account. However, Service Tax portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.

16. The Contractor shall deploy local persons in all works.

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

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

**19.1 GENERAL OBLIGATIONS OF COMPANY:**

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

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

**20. Special Conditions**

a) ~~The amount of retention money shall be released after 6(six) months from the date of issue of completion certificate from concerned department.~~

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

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

**21. ARBITRATION:****21.1 ARBITRATION (APPLICABLE FOR SUPPLIERS/CONTRACTORS OTHER THAN PSU):**

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

a) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

b) The number of arbitrators and the appointing authority will be as under:

| <b>Claim amount (excluding claim for interest and counter claim, if any)</b> | <b>Number of Arbitrator</b> | <b>Appointing Authority</b>                                                                                                     |
|------------------------------------------------------------------------------|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| Upto Rs. 5 Crore                                                             | Sole Arbitrator             | OIL                                                                                                                             |
| Above Rs. 5 Crore                                                            | 3 Arbitrators               | One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators. |

c) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

d) Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.

e) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

f) Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

g) The arbitral tribunal shall make and publish the award within time stipulated as under:

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

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

**h)** If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.

**i)** Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

**j)** The Arbitration shall be held at **Duliajan, Assam**. However, parties to the contract can agree for a different place for the convenience of all concerned.

**k)** The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

**l)** 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.

## **21.2 ARBITRATION (APPLICABLE IN CASE OF CONTRACT AWARDED ON PUBLIC SECTOR ENTERPRISE):**

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

The venue of all arbitrations under both 21.1 & 21.2 will be **Duliajan, Assam**. The award made in pursuance thereof shall be binding on the parties.

## **22. FORCE MAJEURE:**

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

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

Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but later than 72

(Seventy two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

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

If deliveries is of bought out items and/or works to be executed by the contractor are suspended by force majeure conditions lasting more than 2 (Two) months, either party shall have the option.

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

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

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

**25. SET OFF CLAUSE:-**

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

**26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

The information and documents furnish by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder shall be debarred from participating in any tender of the company for a period of 03 years from the date of issuance of debarment letter/order, 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.

**27.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILIZATION / COMPLETION OF WORKS AND SERVICES**

In normal case of works /service contracts, if the delay in mobilization / completion is due to default on the contractor's part the Total Contract price shall be reduced by 0.5% of the total Contract Price per complete week of delay or part thereof subject to a maximum of 7.5% of the Total Contract Price, by way of liquidated damages for delay and not as penalty.

**28.0 SUBCONTRACTING:**

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

**29.0 MISCELLANEOUS PROVISIONS:**

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

**30.0 LIABILITY:**

30.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company

and/or its servants, agent, nominees, assignees, contractors and sub-contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

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

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

30.4 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.

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

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

30.7 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.

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

**30.9 LIMITATION OF LIABILITY:**

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

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

(b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall

not exceed 100% of the Contract price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

**31.0 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.

**32.0 INDEMNITY AGREEMENT:**

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

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

**33.0 APPLICABLE LAW:**

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

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

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

34.1 All Statutory taxes levied by the Central and State Government or any other competent authority from time to time shall be on COMPANY'S account. However, liability for payment of such Taxes shall lie on the CONTRACTOR.

**35.0 SUBSEQUENTLY ENACTED LAWS:** In case of change in existing law / enactment of new law or Statutory Order from a Statutory Authority during the execution of the Contract affects the Contract price, any increase against documentary evidence shall be reimbursed to the Contractor and any decrease shall be passed on to the Company by the Contractor.

The date of such enactment or change in law or Statutory order shall be considered after closing date of the bid submission as the Contractor has submitted the bid price based on the existing condition on that day and the Contract is awarded based on the bid as submitted.

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

SIGNED & DELIVERED FOR AND  
ON BEHALF OF

-----  
(Signature of Contractor or his legal Attorney)

by the hand of

(Full Name of Signatory)

-----  
its Partner/Legal Attorney

-----  
(Seal of Contractor's Firm)

And in presence of

-----  
(Signature of witness)

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

-----  
(Full Name of Signatory)

Address:

-----  
-----  
-----

(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON  
BEHALF OF OIL INDIA LIMITED

Designation \_\_\_\_\_

Date \_\_\_\_\_

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

**DESCRIPTION OF WORK/ SERVICE:** LAYING/REPLACEMENT OF 100MM NB API 5LX-46 WELDED FLOW LINES ON REQUIREMENT BASIS FOR DRILLING WELLS, WORK OVER WELLS, WATER INJECTION LINES, FORMATION WATER DISPOSAL LINES, GAS ARTERY LINES AND 50MM NB WELDED GAS PIPELINES UNDER MORAN FIELDS AND SALMARI OCS IN OIL'S OPERATIONAL AREAS IN ASSAM.

**Part-II (SOQ) Schedule of Work, Unit and Quantity**

| Item No. | Description of Services                                       | UOM                  | Quantity    |
|----------|---------------------------------------------------------------|----------------------|-------------|
| 10       | Transportation materials to site                              | TON-KILOMETRE        | 1,27,480.00 |
| 20       | Clearing and Grading                                          | SQUARE METER         | 2,40,000.00 |
| 30       | Swabbing, Cleaning and Stringing of Pipe                      | METER                | 80,000.00   |
| 40       | Qualification of Welders                                      | JOB                  | 1.00        |
| 50       | Welding of Pipe Joint (For 50mm NB)                           | NUMBER               | 2,556.00    |
| 60       | Welding of Pipe Joint (For 100mm NB X46)                      | NUMBER               | 6,273.00    |
| 70       | Tie In Joints (For 50mm NB)                                   | NUMBER               | 26.00       |
| 80       | Tie In Joints (For 100mm NB X-46, 7.14 mm WT)                 | NUMBER               | 63.00       |
| 90       | Cross trenching                                               | METER                | 100.00      |
| 100      | Excavation of Earth normal soil                               | CUBIC METER          | 21,600.00   |
| 110      | Excavation of Earth hard soil                                 | CUBIC METER          | 2,400.00    |
| 120      | Lowering the Pipes                                            | METER                | 80,000.00   |
| 130      | Backfilling the Trench                                        | METER                | 80,000.00   |
| 140      | Hydrotesting (For 50mm NB upto 170 kg/cm <sup>2</sup> )       | METER                | 20,000.00   |
| 150      | Hydrotesting (For 100mm NB X-46 upto 180 kg/cm <sup>2</sup> ) | METER                | 60,000.00   |
| 160      | Road crossing with casing by boring                           | METER                | 100.00      |
| 170      | Open cut cased road crossing                                  | METER                | 110.00      |
| 180      | Water body crossing by opencut (For 50mm NB)                  | METER                | 40.00       |
| 190      | Water body crossing by opencut (For 100mm NB)                 | METER                | 40.00       |
| 200      | Hook up (For 50mm NB)                                         | JOB                  | 50.00       |
| 210      | Hook up (For 100mm NB)                                        | JOB                  | 50.00       |
| 220      | Mobilisation and Demobilisation                               | NUMBER               | 60.00       |
| 230      | Fabrication and Installation of pipe Trestle                  | NUMBER               | 25.00       |
| 240      | Fabrication and Installation of pipe Support                  | NUMBER               | 30.00       |
| 250      | Welding of Misc Jobs                                          | CENTIMETER           | 200.00      |
| 260      | Pigging of Pipeline                                           | METER                | 50,000.00   |
| 270      | Installation of Valves                                        | PER JOB PER INCH DIA | 200.00      |

1. Bidder must include all liabilities including statutory liabilities but excluding Service Tax in their quoted rates. Service Tax, if applicable, shall be to the Company's account. However, Service Tax portion payable directly by the Service Provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.
2. Contractors are required to raise monthly Service Tax Invoices for reimbursement of Service Tax against the contract. In absence of Service Tax Invoices, Service Tax will not be reimbursed and the consequences of the same shall entirely rest upon the Contractor.
3. The rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab. Bidder should note that no pricing information is furnished in the "c-folder" (Un-priced Techno-Commercial Bid ) otherwise the bid will be rejected.
4. Detailed Description of Item Nos. can be found in Part-III (SCC) of the tender.
5. Mobilisation Period: Within 15 (Fifteen) days from the date of issue of Letter of Award (LOA).
6. Tenure of Agreement: 2 (Two) years from the commencement date mentioned in the work order.
7. The quantity mentioned is purely for evaluation purpose only. However, payment shall be made as per actuals.

**SECTION-I: TERMS OF REFERENCE****A. GENERAL:****1.0 PIPE LAYING WORKS -**

**1.1 Description of Work:** Laying/replacement of 100mm NB API 5LX-46 welded flow lines on requirement basis for Drilling wells, Work over wells, Water Injection lines, Formation water disposal lines, gas artery lines and 50mm NB welded gas pipelines under Moran fields and Salmari OCS in OIL's operational areas in Assam

**1.2.** The jobs under this contract will be carried out at different locations of the Company's field areas specified in the description. Quantity of items to be done will vary from place to place and minimum quantity at any place may be 1 (one) unit of particular item or all the items under the contract.

The job under this contract are not of continuous nature and will be done as and when required. Hence during currency of the contract, work volumes will vary from time to time and there may not be work at certain period of time.

Construction of flow lines will be on as and when required basis and hence will not be continuous. The lines shall be of varying length and shall be full or part of a line.

When the need for construction of a complete or part of a flow lines arises, the Company shall issue a memo detailing the job and the contractor shall undertake construction of the line conforming to the description.

The pipe line shall be constructed generally in accordance with ASME specifications, latest edition. This section is intended to cover the general construction specifications, but neither anything herein contained nor the omission of any essential provisions here from shall be construed to relieve Contractor of any duty or obligations necessary for the complete and satisfactory completion of the works envisaged under the contract. All works shall be done by the Contractor diligently, in a thorough, careful, skilful and workmanlike manner in full accordance with quality pipeline construction practices and as approved by the COMPANY's representative/s.

**1.3** All materials, except otherwise specified in the tender, shall be delivered to the Contractor at Company's designated stores / yards. It shall be responsibility of the Contractor at his own risk and cost to take delivery of the materials from the Company's stores / yard after completing the required formalities and to arrange for loading, transportation to the job site and unloading at the job site or other places of storage.

**1.4** The Contractor shall inspect the materials supplied to him at the time of taking delivery thereof and satisfy himself of the quantity, quality and condition thereof prior to taking delivery and the Company shall not be liable for any claims or complaints whatsoever in respect of quantity, quality and condition of said materials once the contractor has taken delivery thereof.

**2.0 LOCATION OF LINES -****2.1 ROUTE OF LINE:**

The course of the line shall be shown to the CONTRACTOR at site consequent to issue of the memo and the Contractor shall prepare the strip for laying the pipeline.

In general the proposed pipelines will be laid along with the Right-Of-Way/ Route being procured by the Company. The COMPANY does not warranty that the Right-of-Way shall be suitable at all locations for use and / or movement of mechanical and other equipment of the CONTRACTOR. The CONTRACTOR shall at its own initiative and cost make suitable arrangement to perform the work in any particular circumstances as may be encountered.

**3.0 GENERAL -**

The Route shall be shown to Contractor either in one go or in phases depending on availability of the route with the Company. The Contractor shall plan and mobilize for the activities accordingly.

**3.1 CLEARING / GRADING OF ROW:**

THE CONTRACTOR shall clear the Right-Of-Way/ Pipeline route so as to make it suitable for laying the pipeline. Clearing means the removal of under growths and any other items encountered along the Right Of Way.

**4.0 HANDLING, STRINGING OF LINE PIPES ALONG THE ROW -****4.1 HANDLING:**

In loading pipes on trucks / trailers for transportation to sites / stringing along the ROW, each length shall be lowered to position by means of crane or other equipment without dropping and each succeeding length shall rest evenly with other lengths on the truck. Dragging and skidding of pipe during the process of loading will not be permitted. After loading, suitable chains shall be used to tie the load securely to each bolster. The CONTRACTOR shall exercise care in handling, hauling, storing and distribution of such materials, in order to avoid damage and deterioration of these materials.

**4.2 HAULING AND STRINGING OF PIPE:**

Pipe is to be unloaded from the trucks and lowered to the ground. Dragging and skidding of pipe will not be permitted.

In stringing pipes along the Right-Of-Way, gaps shall be left between adjacent lengths of pipe at suitable intervals and at all well defined trails to permit the free passage of livestock or vehicles during the time interval between stringing and other construction operations.

**5.0 TRENCHING (DITCHING) -**

**5.1** THE CONTRACTOR shall by any method that may be necessary or directed, dig the pipeline trench on the cleared and graded right-of-way/ pipeline route.

**5.2** The bottom and sides of the finished trench shall be uniformly graded and must be free of loose rock, hard clods, large gravel, protruding roots, or rock projections, bush skids, sticks, welding rods, or other hard objects and debris which are liable to cause damage to the pipe when the pipe is lowered in.

**5.3** In cases where tea bushes, trees or valuable growing timber is encountered in the right-of-way/ pipeline route and in locations where in the opinion of the COMPANY'S REPRESENTATIVE/S the use of the trenching machinery may result in unnecessary damage or injury to the property crossed by the right-of-way, pipeline route THE COMPANY may require trench to be excavated manually at no extra cost.

**5.4** THE CONTRACTOR shall also be responsible for locating and protecting any other pipelines or underground structures falling on the same ROW. He should exercise sufficient care to avoid damage to the pipelines / cables arising out of its activities on the existing Right Of Way.

**6.0 LAYING OF THE PIPELINE -****6.1 SWABBING AND CLEANING PIPE JOINTS:**

Internal surface of each joint of pipe shall be swabbed with suitable tool of proper diameter and sufficient length to remove dirt, mill scale and other foreign substances immediately before joining up. The open ends of the pipe shall be securely closed by metal caps at the ends of each day's work and shall not be opened until the work is resumed. Particular attention must be paid to capping off at open ends left for tie-ins. The CONTRACTOR shall re-cut and bevel all pipe ends as may be necessary to maintain correct alignment and spacing of the pipe.

**6.2 LINE UP:**

All joints shall be aligned with line-up clamps and may be removed after the root bead is 50% completed, provided that the completed part of the root bead is in segments of approximately equal lengths, spaced around the circumference of the pipe. Partial root beads made when using external clamps shall be uniformly spaced about the circumference of the pipe, and shall have an accumulative length of not less than 50% of the pipe circumference before the clamps are removed.

The space between abutting pipe ends, when aligned for welding, shall be such as to ensure complete penetration without burn-through. For pipes having the same dimensions, the

spacing should be approximately 1.6 mm and it is to be essentially uniform around the entire circumference. No backing rings will be permitted.

**7.0 WELDING -****7.1 WELDING SPECIFICATION:**

Welding shall be done in accordance with the API standard for field welding of pipelines, API standard no. 1104 (latest edition). The CONTRACTOR shall employ reputed third party inspection agency approved by the COMPANY for qualification of welding procedure, qualification of welders through radiography and destructive test of weld joints, welding rod.

**a) QUALIFICATION OF WELDING PROCEDURE:**

Before any welding is begun, The CONTRACTOR shall establish and qualify the welding procedures in accordance with section 2.0 of API 1104.

**b) QUALIFICATION OF WELDERS:**

The CONTRACTOR shall test and grade the welders in accordance with section 3.0 of API 1104 using a previously qualified welding procedure. The CONTRACTOR is required to take approval from the Company for engagement of Third Party Inspection Agency by submitting the following documents:

- i) Qualification of the TPI (Level 2 certificate)
- ii) Approval of the equipment to be used
- iii) Validity of exposure card

CONTRACTOR has to submit the following documents as before WQT:

- i) Welding procedure
- ii) Welding rod proposed to be used with brand name
- iii) List of welders proposed to appear for the test
- iv) Data sheet for WQT
- v) Format for issuing Identity card to the welders
- vi) Format of data sheet for issuance of qualification certificate

After WQT, TPI should recommend the welders that are to be engaged, procedure to be adopted and the electrodes to be used. If any change is required, the CONTRACTOR has to take prior approval of the Company after recommendation from TPI.

The following documents have to be submitted by the CONTRACTOR after recommendation from the TPI:

- i) Filled up Data sheet
- ii) Recommended Procedure
- iii) Recommended electrodes
- iv) Recommended welders that are to be engaged
- v) Any other condition that are required to be followed during welding as per API 1104.

**c) WELDING EQUIPMENT AND SUPPLIES:**

THE CONTRACTOR shall furnish all labour, equipment, tools and supplies including shielded type welding electrodes of correct specification. THE CONTRACTOR shall purchase the electrodes in sealed containers and protect these from any deterioration or damage. Electrodes that show signs of deterioration or damage shall be rejected. All welding machines, line up clamps, bevelling machines and other equipment and supplies used in connection with welding work must be satisfactory to THE COMPANY and must be kept in good condition so as to produce sound welds. Any equipment or supplies that are not satisfactory to the COMPANY'S REPRESENTATIVE/S, must be replaced with new equipment or supplies approved by the COMPANY'S REPRESENTATIVE/S.

**d) TYPE AND METHOD OF WELDING:**

Welds shall be made by the manual shielded electric arc process and shall be done in such a manner as to produce welds as strong as or stronger than the pipe itself. The number of passes will vary depending upon the wall thickness. The stringer bead must approach full and complete penetration throughout the periphery of the weld and preferably build up a small reinforcement at the root. The "Hot Pass" or second bead shall be run completely around the pipe immediately after the stringer bead has been run and cleaned. No two beads shall be started at the same point. All slag and scale shall be removed by power tools from each bead for visual inspection immediately after each bead is run. Welding shall be continuous and uninterrupted during a pass. While the welding is in progress care should be taken to avoid any kind of movement of the components, shocks, vibrations and stresses to prevent occurrence of weld cracks.

**e) TIE-INS:**

Pipes shall be lined up and welded in accordance with the foregoing specifications, with internal / external line up clamps. Special care shall be taken to ensure that the pipe is properly aligned and is not in any strain.

**8.0 LOWERING PIPE INTO TRENCHES -**

**8.1 GENERAL:**

The welded pipe line shall be lowered into the trench after completion of the welding process.

**8.2 TRENCH CONDITION:**

At the time of lowering in, the trench must present an even and smooth bottom and be entirely free of roots, caving, loose rock, welding rods or other debris.

**9.0 BACKFILL AND DRESS TRENCH -**

**9.1 GENERAL:**

The back filling operations shall follow as closely as possible to lowering in of the pipe, provided that the pipe has been lowered to its correct depth.

**9.2 CLEAN UP:**

Following the installation and back filling of the pipeline, THE CONTRACTOR shall clear the right-of-way and its surrounding ground, and shall dispose of all waste materials, debris resulting from its operations.

**10.0 TESTING -**

**10.1 FINAL PRESSURE TEST:**

After the back filling operation has been completed, hydrostatic test shall be performed on the entire length of the pipeline. The pipeline shall be tested in accordance with the requirements of ANSI B 31.4/ 31.8 latest edition.

The test media shall be water. The water to be used shall not be contaminated and free from sand / silts. After completion of all pre-requisites for testing and obtaining approval from the Company's representative/s, the whole length of the pipe line shall be filled with water. Test pressure shall be as specified by the Company's Representative. The pressure test shall be recorded in a format approved by the Company and jointly signed by the Company's Representative and the Contractor.

Failures on the line disclosed by loss of pressure shall be located and repaired by THE CONTRACTOR. Cost of such repairs shall be borne by THE CONTRACTOR except when the failure results from defective pipe or fittings. In the event of the leak being due to inherent defective pipe or fittings supplied by THE COMPANY, the cost of repair will be paid by THE COMPANY as per schedule of Rates. After any leaks or failure disclosed by the pressure test have been repaired, the test shall be repeated until the specified test pressure can be satisfactorily maintained.

The hydrostatic test shall be considered as positive if pressure has kept a constant value throughout the test duration except for change due to temperature effects.

All necessary precautionary measures shall be taken by THE CONTRACTOR as per the relevant standards during the period of hydrostatic testing.

All pumps, suction and delivery lines required for the job to be arranged by the CONTRACTOR.

**11.0 CASED CROSSING -****11.1 ROAD / HIGHWAY / EMBANKMENT:**

The work under crossing shall include necessary clearing, grading, trenching to required depth & width, boring/open cut, welding of casing and carrier pipe, lowering in, backfilling, clean up, restoration to original condition.

The line shall be laid in steel casing at all type of roads, paved public highways, embankments and as designated by THE COMPANY or its COMPANY's representative/s. THE CONTRACTOR shall supply and install the casing in accordance with the specification and construction drawings provided by the COMPANY.

THE CONTRACTOR shall notify the COMPANY's representative/s in advance of the beginning of any work at any specific crossing. THE CONTRACTOR will also be responsible for advising the appropriate authority of the time when work will commence.

The welding of the casing pipe will be done in accordance with the clauses of the specification covering welding.

Necessary pit for the boring shall be cut at a suitable distance from the toes of the road and any damage of the same in the process of laying the line to be repaired by THE CONTRACTOR free of cost.

**11.2 IN WET AREA:**

THE CONTRACTOR shall dewater, shore or do whatever is required to excavate the trench. The bottom of trench shall be compacted thoroughly, throughout the length of crossing, to provide uniform bedding for pipe.

**12.0 OTHERS -****12.1 VALVE ASSEMBLIES:**

Valve assemblies shall be installed at locations designated by THE COMPANY. The valve shall be tested to specified test pressure of the pipe line before installation. The valve assemblies, enclosures etc. shall be cleaned by wire brushing.

**B. SCOPE OF SUPPLY:****1.1 Company's Scope of Supply:-**

**1.1.1** Line pipe – Factory coated or bare pipe

**1.1.2** Pipe Fittings

The required quantities of the following pipe fittings will be supplied by the Company:

- i) All Valves and Pipe Fittings
- ii) Stud Bolts and Nuts
- iii) Gaskets.

**1.2 Contractor's Scope of Supply:-**

The procurement and supply, in sequence and at the appropriate time, of all materials and consumables required for completion of the WORK as defined in this document except the materials specifically listed under para 1.1 above as Company free-issue materials, shall be entirely the Contractor's responsibility. The rates quoted for the execution of the WORK shall be inclusive of supply of all these materials. All materials supplied by the Contractor shall be strictly in accordance with the requirements of relevant specification as applicable. All equipment, materials, components etc. shall be new and specifically purchased for this job from Company's approved vendors, As a minimum, such materials to be supplied by the Contractor shall include, but not limited to, the following:

**a)** All equipment and consumables for welding such as welding electrodes, oxygen, acetylene, inert gases, all types of electrodes, filler wire, brazing rods, flux etc. for welding / cutting and soldering purpose.

**b)** All temporary materials required for filling, pressurizing and dewatering in connection with hydrostatic testing including pipes, flanges, fittings, valves, gaskets, bolts, nuts, instruments, etc. required for fabrication of test headers and all consumables.

- c) Pumps for hydrostatic testing.
- d) All construction equipment (including Boring rig of appropriate capacity), tools & tackles, etc. required for execution of the work.
- e) All safety tools and tackles, devices, apparatus, equipment, etc. including ladders and scaffolding etc. complete as required.
- f) Any other materials, equipment and consumables not specifically listed herein but required for the successful completion of the WORK.

C. The work covered under this contract shall be treated as "Works Contract".

**- END OF SECTION-I -**

**SECTION-II: OTHER CONDITIONS****1.0 DETAIL DESCRIPTION OF SOR ITEMS:****1.1 Item No. 10 (Transportation materials to site) -**

Handling, loading, transportation and unloading of owner supplied materials from owner's designated places of issue / dump site to contractors own stock yard / work shop / work site without causing any damage to the pipes, other materials. Defective pipes shall be rejected at yard prior to receiving with the approval of Company's Engineer. Length of the pipe will vary from 10 to 12 m.

**1.2 Item No. 20 (Clearing and Grading) -**

Clearing / removal / disposal of farm corps, undergrowths, trees, any other items on the ROW segment/ work area, Grading / Leveling / Bulldozing of existing/ new ROW segment for entire width to make a leveled contour. All labour, equipment, consumables etc. shall be arranged and supplied by the Contractor. This item excludes roads/ railways/ water bodies crossings.

**1.3 Item No. 30 (Swabbing, Cleaning and Stringing of Pipes) -**

Manual stringing of pipe joints in sand bags along the ROW. Cleaning the inside of the pipe by manually or any other suitable means prior to welding. Checking of pipe ends by gauging tool. Pipe ends to be checked/ repaired if required for welding. The tools and tackles required are to be provided by the Contractor. This item excludes roads/ railways/ water bodies crossings.

**1.4 Item No. 40 (Qualification of Welders) -**

Contractor has to arrange for Qualification Test for Welders, Welding Procedure, Welding Rod proposed to be used as per API 1104. Contractor has to collect the test piece from the company's pipe yard and make the test piece for welders test. Third party inspection agency shall be engaged by contractor and the credentials of the TP have to be submitted. WQT procedure format, Welding rod Qualification format, radiography format and destructive test format shall be approved by the company. All the relevant document such as welding rod, machine have to be submitted before starting of the job. All machineries equipment has to be arranged by the contractor at no extra cost to the company.

**1.5 Item No. 50 (Welding of Pipe Joint) -**

Welding of pipe joints as per API 1104. The electrodes shall be of suitable gauge and specification of E6010 / E7010. The electrodes have to be tested and approved prior to welding. Welders engaged for this job shall be duly certified by the Company prior to his engagement. The contractor shall supply all the equipment / machinery / manpower consumables like electrodes, grinding disc, wooden skid as necessary for the job. The contractor shall have to provide canopy for the welding. The defective joints shall be repaired at contractor's cost. This item excludes roads/ railways/ water bodies crossings. For 50 mm NB

**1.6 Item No. 60 (Welding of Pipe Joint) - Same as Item No. 50 above but for 100mm NB X46****1.7 Item No. 70 (Tie In Joints) -**

Tie-in-joints of pipes by welding in the trenches. All equipment and accessories for Tie-in will be arranged by the contractor. Tie-in-joints will be allowed only after approval of Company's Engineer when continuous works cannot be carried out due to abnormal site conditions or situations. For 50 mm NB

**1.8 Item No. 80 (Tie In Joints) - Same as Item No. 70 above but for 100mm NB X-46, 7.14 mm WT****1.9 Item No. 90 (Cross trenching) -**

Excavation of earth / trench cutting of suitable depth in places for identification of under ground pipeline / cables and other facilities and backfilling after identification. Cross trenching shall be carried out as directed by company / Engineer in charge. Measurement shall be on length of the trench required for identification. The report of the same shall be submitted in the prescribed format.

**1.10 Item No. 100 (Excavation of Earth normal soil) -**

Excavation of open trench along the ROW upto a maximum depth of 1.5 m. The bottom & sides of the trench should be smoothly finished to accommodate the welded section of the pipe without any strain. This shall include all the trenching jobs along the ROW irrespective of the quality of earth like slushy or water logged area or normal soil. This item excludes all crossings. In case of multiple pipelines in the same trench, width of the trench shall be as per site condition or as directed by the Company.

**1.11 Item No. 110 (Excavation of Earth hard soil) -**

Excavation of open trench upto a maximum depth of 1.5 m. This shall include all the trenching jobs along the ROW irrespective of the quality of earth like slushy or water logged area or hard stand area. This item is applicable in well plinth area, open cut road crossings without casing and where hard stand has to be broken for laying of pipeline. This item excludes all crossings. In case of multiple pipelines in the same trench, width of the trench shall be as per site condition or as directed by the Company.

**1.12 Item No. 120 (Lowering the Pipes) -**

Lowering of the bare/ coated & wrapped pipe to the bottom of the previously prepared trench without causing damage to the coating & wrapping. The bottom of the trench shall be smoothly contoured to accommodate pipe without causing strain to the pipe. The trench shall be inspected by the Company's representative before lowering the pipe. Any damage to the coating wrapping during handling shall be repaired at the contractor's cost. Contractor must arrange water pump to drain out the water from the trench before lowering the pipe. This item excludes all crossings.

**1.13 Item No. 130 (Backfilling the Trench) -**

After lowering the pipe the trench should be backfilled with previously cut out earth including ramming without watering so that the pipeline is covered. The top of the backfilled trench shall be 150 mm over the original level for visual identification & settlement in future. 30% of the item rate shall be kept for crowning after backfilling of the trench. This item excludes all crossings.

**1.14 Item No. 140 (Hydrotesting) -**

Hydraulic testing of entire section of the welded pipeline shall be subjected to a pressure as mentioned below for a period of 6 hrs. (continuous). The water required for hydrotesting should be arranged by the contractor. The job shall be carried out as per the SOP. All arrangements including pressure recorder/ pressure gauge etc shall be done by the contractor. The contractor shall engage sufficient number of competent people over the entire line to keep vigilance on the line during the test. In case of failure, the contractor shall locate it and report to the site Engineer / Supervisor of the Company. Any failure due to contractor's bad workmanship shall be rectified at contractor's cost. The contractor shall also repeat the pressure test free of charge. The detailed report shall be submitted. For 50 mm NB upto 170 kg/cm<sup>2</sup>.

**1.15 Item No. 150 (Hydrotesting) -** Same as Item No. 140 above but for 100 mm NB X-46 upto 180 kg/cm<sup>2</sup>.

**1.16 Item No. 160 (Road crossing with casing by boring) -**

Boring of public road / embankment etc. shall be done by contractor for inserting casing pipe of size 150 mm NB and subsequent insertion of carrier pipe in the casing. To maintain an earth cover of 1.5 mtr. the contractor shall dig out trenches of adequate size on both sides of the road, so that alignment of the casing pipe come out on the same level with that of the pipeline laid on either side of the road.

**1.17 Item No. 170 (Open cut cased road crossing) -**

Open Cut of road / embankment etc. shall be done by contractor for inserting casing pipe of size 150 mm NB and subsequent insertion of carrier pipe in the casing. To maintain an earth cover of max. 1.5 mtr. the contractor shall dig out trenches of adequate size on both sides of the road, so that alignment of the casing pipe come out on the same level with that of the pipeline laid on either side of the road.

**1.18 Item No. 180 (Water body crossing by opencut) -**

Submerged Crossing of river/ water body/ nallah of min 5 m width/ lake to a depth of minimum 1.0 m below the lowest permanent bed level of the rivers / water bodies at the position of crossing. All jobs associated with the item viz. handling, aligning, tie-in joints, supply of all equipment / labour / consumables for excavation and crossing will be carried out and arranged by the contractor and will be completed as per relevant drawings, specifications, instructions of Engineer in Charge and other provisions of Special Terms and Conditions of the tender document. A drawing has to be submitted by the contractor showing the crossing details which has to be approved by the Company Representatives. Measurement of this item will be done from the over bend of one side to the over bend of the other side along the profile of the line. For 50 mm NB

**1.19 Item No. 190 (Water body crossing by opencut) - Same as Item No. 180 above but for 100 mm NB****1.20 Item No. 200 (Hook up) -**

Hook up with existing pipeline. All works related to hook up of the new line with existing / another pipe line shall be carried out as per industry practice by following all safety norms. The job includes preparation of SOP, and making all necessary arrangement for safe working, providing assistance for testing, providing all necessary equipment, labour, materials, consumables and performing all works necessary for completion of works strictly in accordance with the relevant specifications and instructions of COMPANY's representative's. For 50 mm NB

**1.21 Item No. 210 (Hook up) - Same as Item No. 200 above but for 100 mm NB****1.22 Item No. 220 (Mobilisation and Demobilisation) -**

Payment for mobilisation and demobilisation will be entitled if the contractor has to mobilise his resources for carrying out the assigned job.

**1.23 Item No. 230 (Fabrication and Installation of pipe Trestle) -**

Fabrication and installation of pipe trestle. The Trestle should be fabricated as two legs with a cross bar in between. The post of the trestle will be piled into the ground. The pipe trestle may have to be fabricated in marshy and water logged area.

**1.24 Item No. 240 (Fabrication and Installation of pipe Support) -**

Fabrication and installation of pipe support. The support should be fabricated as an I section. The post of the support will be piled into the ground. The pipe support may be fabricated in marshy and water logged area.

**1.25 Item No. 250 (Welding of Misc Jobs) -**

Welding of pipe joints as per API 1104. The electrodes shall be of suitable gauge and specification of E6010 / E7010. The electrodes have to be tested and approved prior to welding. Welders engaged for this job shall be duly certified by the Company prior to his engagement. The contractor shall supply all the equipment/ machinery/ manpower consumables like electrodes, grinding disc, wooden skid as necessary for the job. The contractor shall have to provide canopy for the welding. The defective joints shall be repaired at contractor's cost. This item excludes roads/ railways/ water bodies crossings.

**1.26 Item No. 260 (Pigging of Pipeline) -**

Air/ water pigging of the pipeline with foam pigs supplied by the Company. The Contractor should provide all the equipments required for pigging of the pipeline. Any failure due to contractor's bad workmanship shall be rectified at contractor's cost. The contractor shall also repeat the pigging free of charge. The Item will be required and when the pigging services are called for.

**1.27 Item No. 270 (Installation of Valves) -**

Installation of supplied valves like Gate / Check / Ball / Plug / Globe / Control Valves etc. of different sizes on pipeline laid over ground / overhead / all elevation whenever required with proper gaskets, studs / bolts & nuts in both sides as per the instruction of site Engineer. No tension on existing

piping shall be allowed during installation. Per Job Per Inch Dia. Example 6" 2 nos valve = 6X 2 =12,  
8" 3 nos valve= 8X 3= 24

**2.0 SAFETY MEASURES:**

The jobs will have to be carried out in an operating installation and as such the safety guide lines/ measures will be strictly followed by the contractor. Any other safety measures that might require to be adopted during the work will be intimated and shall be strictly followed by the contractor.

**3.0 MOBILISATION:**

The bidder / contractor shall either own or possess the following tools /equipment during the period of the contract:

- a) 2 Nos. of welding generators as per with the following specifications:  
Welding range: 60 - 400 amps, Maximum welding current at 60% duty cycle: 400 amps, Dia of coated electrode: 2 to 6.3 mm, Coupled with suitable engine as per having auxiliary power source of 220/230 Volts
- b) One no of pipe trailer
- c) Three sets of Chain Pulley Blocks of 3 to 5 tons capacity
- d) Sufficient no of Tripods as required
- e) Water feed pump with necessary hoses
- f) Pump of sufficient capacity for hydrotesting
- g) Compressor of sufficient capacity for Pigging

The above mentioned equipments will be checked by Company's representative before commencement of the Contract.

**4.0 DOCUMENTS REQUIRED BEFORE ISSUE OF WORK ORDER:**

- a) IME/ PME
- b) Form B
- c) Labour Clearance Certificate
- d) Work Plan
- e) **INSURANCE:**
  - i) Employees' compensation insurance as required by the laws of the country of origin of the employee.
  - ii) Company's Liability Insurance as required by law in the country of origin of employee.
  - iii) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfill the provisions under this contract.
  - iv) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
  - v) 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 as governed by Indian Insurance regulations.
  - vi) Public Liability Insurance as required under Public Liability Insurance Act 1991.
  - vii) Transit Insurance in respect of all items to be transported by the Contractor to the site of work, the cost of the transit insurance should be borne by the Contractor and the quoted price should be inclusive of this cost.

**- END OF SECTION-II -**

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**To,  
DGM-CONTRACTS(HoD)  
OIL INDIA LIMITED  
DULIAJAN-786602**

**SUB: SAFETY MEASURES**

**Description of work/service:**

**LAYING/REPLACEMENT OF 100MM NB API 5LX-46 WELDED FLOW LINES ON REQUIREMENT BASIS FOR DRILLING WELLS, WORK OVER WELLS, WATER INJECTION LINES, FORMATION WATER DISPOSAL LINES, GAS ARTERY LINES AND 50MM NB WELDED GAS PIPELINES UNDER MORAN FIELDS AND SALMARI OCS IN OIL'S OPERATIONAL AREAS IN ASSAM.**

Sir,

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

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

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

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

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

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

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

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

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

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

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

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

**GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:**

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

2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting

from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
23. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.
24. The contractor should prevent the frequent change of his contractual employees as far as practicable.
25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
26. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

(Seal)

Yours Faithfully

Date\_\_\_\_\_

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

FOR & ON BEHALF OF CONTRACTOR

**INTEGRITY PACT**

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

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

**Preamble :**

The Principal intends to award, under laid down organizational procedures, contract/s for **LAYING/REPLACEMENT OF 100MM NB API 5LX-46 WELDED FLOW LINES ON REQUIREMENT BASIS FOR DRILLING WELLS, WORK OVER WELLS, WATER INJECTION LINES, FORMATION WATER DISPOSAL LINES, GAS ARTERY LINES AND 50MM NB WELDED GAS PIPELINES UNDER MORAN FIELDS AND SALMARI OCS IN OIL'S OPERATIONAL AREAS IN ASSAM - UNDER IFB NO. CDI2867P17.** The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

**Section 1 - Commitments of the Principal**

(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 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.

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

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

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

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

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

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

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

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

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

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

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

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

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or 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 (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)**

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

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

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to 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.

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

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

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

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

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

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

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

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

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

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

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

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**For the Principal**

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**For the Bidder/Contractor**

**Place.** Duliajan.

**Witness 1:** .....

**Date.** .

**Witness 2:** .....

**BID FORM**

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

**Sub: IFB No. CDI2867P17**

*Gentlemen,*

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

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 10% of annualized contract value for the due performance of the Contract.

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

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

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

| <b>Section No.</b> | <b>Clause No.<br/>(Page No.)</b> | <b>Non-Compliance</b> | <b>Remarks</b> |
|--------------------|----------------------------------|-----------------------|----------------|
|                    |                                  |                       |                |

**Signature of Bidder:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**NOTE:**

OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the “**Statement of Non-Compliance**” in the above Proforma is left blank (or not submitted along with the Bid), then it would be constructed that the bidder has not taken any exception/deviation to the IFB requirements.

**PROFORMA LETTER OF AUTHORITY**

TO  
**DGM-CONTRACTS(HoD)**  
Contracts Department  
P.O. DULIAJAN PIN - 786602  
Dist. Dibrugarh, Assam  
India

Dear Sir,

**SUB: OIL TENDER No. CDI2867P17**

We \_\_\_\_\_ of \_\_\_\_\_  
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. **CDI2867P17** for **Laying/Replacement of 100mm NB API 5LX-46 welded flow lines on requirement basis for drilling wells, work over wells, water injection lines, formation water disposal lines, gas artery lines and 50mm NB welded gas pipelines under Moran fields and Salmari OCS in OIL's operational areas in Assam** for any commercial / Legal purpose etc.

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

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

Yours faithfully,

Signature : \_\_\_\_\_

Name & Designation \_\_\_\_\_

For & on behalf of \_\_\_\_\_

**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.

**FORM OF BID SECURITY (BANK GUARANTEE FORMAT)**

To:

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

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

SEALED with the  
said Bank this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

THE CONDITIONS of these obligations are:

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

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

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

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

- A. Issuing Bank:  
BANK FAX NO:  
BANK EMAIL ID:  
BANK TELEPHONE NO.:  
IFSC CODE OF THE BANK:
- B. Controlling Office:  
Address of the Controlling Office of the BG issuing Bank:  
Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

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

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

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and Address)

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

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

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

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

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

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

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

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

Service Tax Registration Number:

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Signature of Bidder with Official Seal

**FORM OF PERFORMANCE BANK GUARANTEE**

To:

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

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

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_

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

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

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

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

Designation \_\_\_\_\_

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

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

Date .....

Place \_\_\_\_\_

**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 ..... (Name of the Bidder) for the last three (3) completed accounting years upto .....**(as the case may be)** are correct.

| <b>YEAR</b> | <b>TURN OVER</b><br>In INR (Rs.) | <b>NET WORTH</b><br>In INR (Rs.) |
|-------------|----------------------------------|----------------------------------|
|             |                                  |                                  |
|             |                                  |                                  |
|             |                                  |                                  |

Place:

Date:

Seal:

Membership Number and Firm Registration Number :

Signature