

OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. DULIAJAN, DIST - DIBRUGARH
ASSAM, INDIA, PIN-786602

CONTRACTS DEPARTMENT
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WORKS CONTRACT

FORWARDING LETTER

Sub: IFB No. CDO0346P23 – *Hiring the services for Design, Supply, Installation, Testing and Commissioning of Permanent Cathodic Protection for the following Pipelines:*

(i) 8” COD pipeline from location Kumchai EPS to location Kusijan (61 KM approx.).

(ii) 14” and 16” Gas pipeline from location Kumchai EPS to location Kusijan (61 KM approx.).

Dear Sir(s),

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

2.0 In connection with its operations, OIL invites Local Competitive Bids (LCB) from competent and experienced/approved Contractors/Firms for the mentioned work/service under **OPEN E-TENDER SINGLE STAGE TWO BID SYSTEM** through OIL’s E-Procurement Portal: “<https://etender.srm.oilindia.in/irj/portal>” for “*Hiring the services for Design, Supply, Installation, Testing and Commissioning of Permanent Cathodic Protection for the following Pipelines:*

(i) 8” COD pipeline from location Kumchai EPS to location Kusijan (61 KM approx.).

(ii) 14” and 16” Gas pipeline from location Kumchai EPS to location Kusijan (61 KM approx.).”

One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL’s E-Procurement Portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s E-Procurement Portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No./E-Tender No.	:	CDO0346P23
(ii)	Type of Bid	:	Open Indigenous E-Tender, Single Stage Two Bid System
(iii)	Bid Closing Date & Time	:	21.06.2022
(iv)	Technical Bid Opening Date & Time	:	21.06.2022

(v)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time.
(vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-Procurement Portal.
(vii)	Bid Opening Place	:	Office of GM-Contracts (HoD) Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(viii)	Bid Validity	:	Minimum 120 (One Hundred Twenty) days from Technical Bid Opening Date. Note: 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. A Bidder granting the request will neither be required nor permitted to modify their bid.
(ix)	Mobilization Period	:	30 (thirty) days from the date of issue of LOA. Refer Mobilization Clause in Part-III SCC for details.
(x)	Bid Security/EMD Amount	:	Not applicable
(xi)	Bid Security/EMD Validity	:	Not applicable
(xii)	Amount of Performance Security	:	3% of Contract value. Refer Clause No. 23.0 of Instruction to Bidder (ITB)
(xiii)	Validity of Performance Security	:	90 (Ninety) days beyond defect liability period of 12 (Twelve) months.
(xiv)	Location of job	:	OIL's Operational area in Assam & Arunachal Pradesh
(xv)	Duration of the Contract	:	2 years
(xvi)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	:	Refer Clause No. 30.0 of General Conditions of Contract (GCC)
(xvii)	Bids to be addressed to	:	GM-Contracts (HoD), Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.

(xviii)	Pre-Bid conference	:	Not Applicable
(xix)	Last Date of receipt of Queries	:	Not Applicable

3.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT

3.1 Bids are to be submitted online through OIL's E-Procurement Portal with digital signature. To participate in OIL's E-Procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** and **Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). 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.

In case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.

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

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature used for signing is not of "**Class 3 with Organizations Name** and **Encryption Certificate**", 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.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the Bidder/Bidding company to bind the Bidder/Bidding company to the contract.

3.2 For participation, applicants already having User ID & Password for OIL's E-Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL's E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.

3.2.1 Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online registration, bidder may visit OIL's E-Tender site <https://etender.srm.oilindia.in/irj/portal>.

3.2.2 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

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

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

4.0 Bid should be submitted online in OIL's E-Procurement site up to **11.00 AM (IST) (Server Time)** on the date as mentioned and will be opened on the same day at **2.00 PM (IST) (Server Time)** at the office of the GM-Contracts (HoD) in presence of the authorized representatives of the bidders.

5.0 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 **"Technical Attachment"** (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.

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 debarment from participation in future tenders, at the sole discretion of the company.

(b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/correspondence will be entertained in this regard.

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

8.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased/issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced Techno-Commercial Bid documents.

8.1 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 GSTIN number.

8.2 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 GSTIN number.

8.3 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 GSTIN number.

8.4 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 GSTIN number.

8.5 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 GSTIN number.

8.6 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 GSTIN number.

8.7 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 GSTIN number.

9.0 SCREEN SHOTS

Go to this Tab **“Notes and Attachments”** for Uploading **“Price Bid”**

Go to this Tab **“Technical Attachment”** for Uploading **“Technical Bid”**.

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

Note:

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

10.0 MAINTENANCE OF TOTAL BID VALUE IN THE RESPONSE: For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing after price bid opening to those bidders whose price bids have been opened in the system. For tenders where **Detailed Price Information under RFx Information Tab is “No price”**, the Price Bid is invited through attachment form under “Notes & Attachment”. As per the existing process, Bidders must upload their pricing as per the “Price Bidding Format” under **“Notes & Attachment”**. Additionally the bidders must fill up the on-line field “Total Bid Value” under Tab Page **“RFx Information”** with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

The screenshot shows the 'Create RFx Response' form. At the top, there are tabs: 'Submit', 'Read Only', 'Print Preview', 'Check', 'Technical RFx Response', and 'Close'. Below these, the form displays 'RFx Response Number 60038748' and 'RFx Number'. It also shows 'RFx Owner BHARALI' and 'Total Value 0.00 INR'. The form has several tabs: 'RFx Information', 'Items', 'Notes and Attachments', 'Basic Data', 'Questions', and 'Technical Attachments'. Under the 'RFx Information' tab, there is a section for 'Event Parameters'. This section includes a 'Currency' dropdown menu set to 'Indian Rupee', a 'Detailed Price Information' dropdown menu set to 'No Price', and a 'Terms of Payment' field. A red box highlights the 'Currency' and 'Detailed Price Information' fields, with a callout stating 'Bidder to select the currency of the Response' and '“Total Bid Value” is mandatory in “No Price” RFx only'. Another red box highlights the 'Total Bid Value' field, with a callout stating '“Total Bid Value” considering all the taxes & duties.'.

The “Total Bid Value” as entered by the Bidder in the on-line response shall be displayed in the e-tender portal amongst the Techno-Commercially qualified bidders and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders in the “Total Bid Value” field.

It is to be noted that Amount mentioned in the “Total Bid Value” field will not be considered for bid evaluation and evaluation will be purely based on the “Price bidding Format”.

11.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid and OIL's Standard Form of Contract.

12.0 The successful bidder shall furnish a Performance Security Deposit in the form of 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 BACKING OUT BY L1 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 bidder shall be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

14.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT: The information and documents furnished by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. The bidder has to submit an undertaking in this regard as per attached **Proforma-IX**.

15.0 PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES: Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com.

16.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidated damages and/or penalty from the Contractor as per terms of the tender/contract.

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

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

Thanking you,
Yours faithfully,
OIL INDIA LIMITED

(TRIDIP KALITA)
MANAGER CONTRACTS (OPERATIONS)
For, **GM (CONTRACTS) (HOD)**
For, **RESIDENT CHIEF EXECUTIVE**

Date: 21.05.2022

WORKS CONTRACT**INSTRUCTIONS TO BIDDERS****1.0 ELIGIBILITY OF THE BIDDER:**

- 1.1 The eligibility of the bidder are listed under BID EVALUATION CRITERIA (BEC) of the tender document.
- 1.2 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 BID DOCUMENTS:

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

- a) A Tender Forwarding Letter
- b) Instructions to Bidders (ITB)
- c) Bid Evaluation Criteria (BEC)
- 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 (IP) : Part-VI
- j) Bid Form : Proforma-I
- k) Statement of Non-Compliance : Proforma-II
- l) Authorisation for Attending Bid Opening : Proforma-III
- m) Proforma of Letter of Authority : Proforma-IV
- n) Bid Securing Declaration : Proforma-V
- o) Proforma for E-Remittance : Proforma-VI
- p) Format of Performance Security : Proforma-VII
- q) Agreement Form : Proforma-VIII
- r) Undertaking by Bidders towards submission of authentic information/documents : Proforma-IX
- s) Undertaking for Compliance of Financial Criteria : Proforma-X
- t) Price Bidding Format (Attached under “**Notes and Attachments**” tab in the main bidding engine of OIL’s E-Tender portal)
- u) Technical Evaluation Sheet for BEC-BRC & others
- v) Commercial Check List (Proforma-XI)
- w) Undertaking towards submission of Bank Guarantee (Proforma-XII)
- x) Undertaking for Local Content (Proforma-XIII)
- y) Format of Bank Guarantee towards Purchase Preference – Local Content (Proforma-XIV)
- z) Certificate of Annual Turnover & Net Worth (Proforma-XV)

- 2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid

Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

- 2.3 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

3.0 TRANSFERABILITY OF BID DOCUMENTS:

- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.
- 3.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.
- 3.3 Unsolicited bids will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BID DOCUMENTS:

- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum(s)/Corrigendum(s)/Amendment(s).
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal ["Technical RFX" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

5.0 PREPARATION OF BIDS:

- 5.1 Language of Bids: The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.
- 5.2 Bidder's/Agent's Name & address: Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in India, if any.

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

- (A) Technical Bid (to be uploaded in "Technical Attachments" tab):
- a) Complete technical details of the services offered.
 - b) Documentary evidence established in accordance with Clause No. 8.0.
 - c) Bid Securing Declaration as per Proforma-V
 - d) Copy of Bid Form without indicating prices in Proforma-I.
 - e) Statement of Non-compliance as per Proforma-II.
 - f) Copy of Priced Bid without indicating prices.
 - g) Integrity Pact digitally signed by OIL's competent personnel as Part-VI.
 - h) Proforma-IV attached with the bid document to be signed by the bidders Authorized representative.
 - i) All Other relevant Undertakings and Proformas as applicable as part of Bid.

Note: No price should be mentioned in the "Technical Attachments" tab.

(B) The Price Bid as per the Price Bid Format shall be uploaded in "Notes and Attachments" tab.

Note: The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

6.0 BID FORM: The bidder shall complete the Bid Form and upload the same along with their bid.

7.0 BID PRICE:

7.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E-Tender Portal under "Notes & Attachment" Tab. Prices must be quoted by the bidders as per the Price/Bidding format.

7.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account, except as otherwise mentioned in the bid document.

7.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding GST) and other cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder and the evaluation and comparison of bids shall be made considering the quoted GST in the Price Bid Format. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS: These are listed in BID EVALUATION CRITERIA (BEC), of the tender documents.

9.0 BID SECURITY: The Bid Security is required to protect the Company against the risk of Bidder's conduct. In this regard, the bidders shall submit along with their bid a signed "Bid Securing Declaration" (Proforma-V). Any bid not secured in accordance with Proforma-V above shall be rejected by the Company as non-responsive.

10.0 PERIOD OF VALIDITY OF BIDS:

10.1 Bids shall remain valid as per the requirement mentioned in forwarding letter from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for **120 days** from Bid Opening Date.

10.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their Bid.

11.0 SIGNING & SUBMISSION OF BIDS:

11.1 Signing of bids:

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

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

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

In case the digital signature is not of "Class-3" with organization name, the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

11.1.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorization (as per Proforma-IV) shall be indicated by written Power of Attorney accompanying the Bid.

11.1.3 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by

the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.

11.1.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.

11.2 Submission of bids:

The tender is processed under **Single Stage Two Bid** system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" Tab Page only. Prices to be quoted as per Price Bid Format and should be uploaded as 'Attachment' under "Notes & Attachments" Tab. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid submitted in physical form shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super-scribing the Tender no., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to GM-Contracts (HoD), Oil India Ltd., Duliajan-786602 (Assam) on or before 12.45 Hrs (IST) on the bid closing date indicated in the IFB:

- a) Printed catalogue and literature, if called for in the bid document.
- b) Any other document required to be submitted, in original as per bid document.

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

11.2.1 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-II of the bid document and the same should be uploaded along with the Technical Bid.

11.2.2 Timely delivery of the documents in physical form as stated in Para 11.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

11.2.3 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

12.0 DEADLINE FOR SUBMISSION OF BIDS:

12.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.

- 12.2 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.
- 12.3 The documents in physical form as stated in Para 11.2 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs (IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.
- 13.0 LATE BIDS:** Bidders are advised in their own interest to ensure that their bids are uploaded in system much before the closing date and time of the bid. The documents in physical form if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.
- 14.0 MODIFICATION AND WITHDRAWAL OF BIDS:**
- 14.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has/have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.
- 14.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 14.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in debarment from participation in future tenders of OIL.
- 15.0 EXTENSION OF BID SUBMISSION DATE:** Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.
- 16.0 BID OPENING AND EVALUATION:**
- 16.1 Company will open the Bids, including submission made pursuant to clause 11.2, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per Proforma-III) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend.
- 16.2 In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.
- 16.3 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

- 16.4 Bids which have been withdrawn pursuant to clause 14.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 16.5 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Securing Declaration and such other details as the Company may consider appropriate.
- 16.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 16.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 16.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 16.9 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

17.0 OPENING OF PRICED BIDS:

- 17.1 In case of composite bid system, Price bids will be opened on the scheduled bid closing date itself.
- 17.2 In case of two bid system, Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance.
- 17.3 In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

- 17.4 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

- 18.0 EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per BID EVALUATION CRITERIA (BEC) of the Tender Documents.

- 18.1 Discounts/Rebates:

- 18.1.1 Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.

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

- 19.0 CONTACTING THE COMPANY:**

- 19.1 Except as otherwise provided in Clause 16.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 16.6.

- 19.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

- 20.0 AWARD OF CONTRACT:**

- 20.1 Award criteria: The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

- 21.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:** Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

- 22.0 NOTIFICATION OF AWARD:**

- 22.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered/couriered letter) that its Bid has been accepted.

22.2 The notification of award will constitute the formation of the Contract.

23.0 PERFORMANCE SECURITY: Successful bidder has to submit Performance Security amount as mentioned in Forwarding Letter, within 02 Weeks from the date of issue of Letter of Award (LOA).

23.1 a. The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per Proforma-VII) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. Duly filled 'Undertaking' towards details of BG (Format attached as Proforma-XII) must be submitted along with original copy of PBG.

b. Alternately, the Performance Security can also be paid through Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt (Account OIL INDIA LIMITED)/irrevocable Letter of Credit/NEFT/RTGS /Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to designated account of OIL.

i. If the Performance Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" payable at Duliajan.

ii. Performance Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to the following designated OIL's bank account:

	Bank Details of Beneficiary: OIL INDIA LIMITED	
a	Bank Name	STATE BANK OF INDIA
b	Branch Name	Duliajan
c	Branch Address	Duliajan, Dist-Dibrugarh
d	Bank Account No.	10494832599
e	Type of Account	Current Account
f	IFSC Code	SBIN0002053
g	MICR Code	786002302
h	SWIFT Code	SBININBB479

If the Performance security is submitted through NEFT or RTGS mode, the bidder shall submit details such as **UTR No., Contract No., Bidder's name & Deposited Amount etc.**

c. In case of Bidders submitting Performance Security in the form of Bank Guarantee/Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of Credit, the original hard copy of Performance Security shall be submitted within the time frame as stipulated in the LOA.

- d. No other mode of payment other than the mode covered under point nos. a & b will be accepted by the Company.
- 23.2 Performance Security shall not accrue any interest during its period of validity or extended validity.
- 23.3 The Bank Guarantee issuing bank branch must ensure the following:

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

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

[Tender Number should reflect in the SFMS text under MT 760/MT 760 COV]

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602. The Bank details are as under:

	Bank Details of Beneficiary	
A	Bank Name	HDFC BANK LTD
B	Branch Name	DULIAJAN
C	Branch Address	Utopia Complex, BOC Jayanagar, Duliajan, Dibrugarh – 786602
D	Banker Account No.	21182320000016
E	Type of Account	Current Account
F	IFSC Code	HDFC0002118
G	MICR Code	786240302
H	SWIFT Code	HDFCINBBCAL

- 23.4 This Performance Security must be valid for 90 (Ninety) days after the date of expiry of the contract period/defect liability period (if any). 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.
- 23.5 The Performance Security Deposit will be refunded to the Contractor after 90 (Ninety) days of satisfactory completion of works/defect liability period (if any) under the contract (including extension, if any), 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.

24.0 SIGNING OF CONTRACT:

- 24.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.
- 24.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 24.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. The bidder will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

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

26.0 MOBILISATION AND ADVANCE PAYMENT:

- 26.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilization charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.
- 26.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.
- 26.3 In the event of any extension to the mobilization period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

27.0 INTEGRITY PACT:

- 27.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Part-VI of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid.

- 27.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity pact;
- 27.3 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of Independent External Monitors (IEMs) in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract. The fees/expenses on dispute resolution shall be equally shared by both the parties.
- 27.4 OIL has appointed Shri Sutanu Behuria, IAS (Retd.), Shri Rudhra Gangadharan, IAS (Retd.) and Shri Om Prakash Singh, IPS (Retd.) as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:
- a. Shri Sutanu Behuria, IAS (Retd.),
E-mail: sutanu2911@gmail.com
 - b. Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture
E-mail: rudhra.gangadharan@gmail.com
 - c. Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh
E-mail: Ops2020@rediffmail.com

28.0 LOCAL CONDITIONS:

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

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

- 29.0 SPECIFICATIONS:** Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works/services to be executed under the contract.

30.0 GOODS AND SERVICES TAX:

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

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

- 30.2 Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in the Price Bid Format.

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

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

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

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

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

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

- 30.5 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods / services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- 30.6 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 30.7 GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.
- 30.8 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST / UTGST or

IGST). Further, such bidder should mention “Cover under composition system” in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

- 30.9 OIL will prefer to deal with registered supplier of goods / services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 30.10 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- 30.11 The Supplier of Goods / Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.
- 30.12 In case the GST rating of bidder on the GST portal / Govt. official website is negative / black listed, then the bid may be rejected by OIL.
- 31.0** In all National Competitive tenders, only Class-I local suppliers and Class-II local suppliers shall be eligible to bid.

[Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined in PP-LC policy; Class-II local supplier': means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than or equal to 20% but less than 50%, as defined under PP-LC policy].

- 32.0** Upon award of Contract based on PP-LC policy, the bidder shall have to submit additional Bank Guarantee (format enclosed as Proforma-XIV) equivalent to the amount of Performance Security towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC.

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

The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids shall 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.

1.0 ELIGIBILITY CRITERIA:

The bidder must be incorporated in India and must maintain more than or equal to 20% local content (LC) for the offered services to be eligible to bid against this tender.

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide **Letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020** by-MoPNG and amendment vide **Notification No. FP-20013/2/2017-FP-PNG-Part (1) (E-36682) dated 23.02.2022** (including subsequent amendments thereof, if any) shall be applicable.

If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.

Whether **or not** the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:

- (a) The bidder must provide the **percentage (%) of local content** in their bid, without which the bid is liable for rejection being non-compliant.
- (b) The Bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney along with the bid, stating that the bidder meets the minimum LC requirement (equal or above 20%) and such undertaking shall become a part of the contract, if awarded [Format enclosed as **Proforma-XIII**].
- (c) Bidder to submit a copy of their Certificate of Incorporation/Registration in India.

2.0 TECHNICAL EVALUATION CRITERIA:**2.1 'SIMILAR' Work Experience:**

The Bidder must have experience in successfully executing/completing at least 01(one) 'SIMILAR' work for minimum pipeline length of **61.00 km** under single contract in the previous 07 (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 **₹76,85,000.00 (Rupees Seventy Six Lakh Eighty Five Thousand only)** under single contract in the previous 7 (seven) years to be reckoned from the original bid closing date.

Notes to BEC Clause 2.1 above:

(A) Definition of 'SIMILAR' Work:

Experience in installation and commissioning of Cathodic protection system for hydrocarbon pipeline including supply of materials in Central Govt. / State Govt. / Public Sector Undertaking / State Govt. Enterprise / any E&P (companies involved in exploration & production of Oil & Gas) or Midstream or Downstream Oil and Gas Company.

(B) Proof of requisite Experience viz. award and subsequent successful execution/completion of 'SIMILAR' work (refer Clause No. 2.1), must be substantiated by submission of the following documents along with the bid:

A. Contract document/ Letter of Intent (LOI)/Letter of Award (LOA)/ Work Order showing detailed scope of work in line with Clause 2.1 above.

AND

B. Job Completion Certificate showing:

- (i) Gross value of job/quantity done
- (ii) Nature of job done and Work order no. / Contract no.
- (iii) Contract period and date of completion

OR

SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:

- (i) Work order no. / Contract no.
- (ii) Gross value of jobs/quantity done
- (iii) Period of Service
- (iv) Nature of Service

(C) Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.

(D) Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause No. 2.1 will only be treated as acceptable experience.

(E) Following work experience will also be taken into consideration:

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

(iii) If the prospective bidder has executed a contract in which 'SIMILAR' work is a component of the contract.

- For proof of requisite experience against Para **(E) (i), (ii) & (iii)** above, to satisfy a) 'SIMILAR' work b) minimum prescribed value / quantity / period c) prescribed period of 07 (seven) years, Bidder(s) must submit the Contract document / LoA / WO showing details of work along with breakup of 'SIMILAR' work and its value / quantity / period executed within the prescribed period of 07 (seven) years reckoned from the original bid closing date. The executed 'SIMILAR' work must be certified by the end user and must be supplemented with a certificate clearly specifying the period and value, issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).

(F) In case requisite experience is against **OIL's Contract**, bidder shall only require to categorically specify OIL's Contract Number and date.

(G) In case of 'SIMILAR WORK' executed through 'sub-contracting', the bidder shall submit relevant documents as mentioned under para **(B)** and/or **(E)** above, issued directly by the client organization/end user, along with the confirmation towards consent of the client organization/end user for allowing 'sub-contracting'.

(H) 'SIMILAR' work executed by a bidder for its own organization/subsidiary/Joint Venture cannot be considered as experience for the purpose of meeting BEC.

(I) Bids submitted for part of the work will be rejected.

(J) Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Clause No. 2.1.

(K) Any party who is extending support by way of entering into Joint Venture agreement or MOU with another party shall not be allowed to submit an independent bid against this tender. Under such situation both the bids shall be rejected.

3.0 FINANCIAL EVALUATION CRITERIA:

3.1 Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least **₹38,42,500.00 (Rupees Thirty Eight Lakh Forty Two Thousand Five Hundred only).**

Note: Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).

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

Note: Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written

off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".

Notes to BEC Clause 3.0 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), as per format prescribed in **Proforma-XV**.

Note: Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.

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/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) 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 undertaking in support of the same along with their technical bid as per **Proforma-X**.

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

d. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para a. and b. above.

e. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in clause 3.1 & 3.2 above.

4.0 COMMERCIAL EVALUATION CRITERIA:

4.1 The bids are to be submitted in single stage under Two Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.

4.2 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 shall be treated as non-responsive and rejected.

4.3 Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed **"Bid Security Declaration" (PROFORMA-V)** accepting that, if they

withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they shall be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

4.4 Bid Documents/User Id & Password for OIL's E-Tender portal are not transferable.

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

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

4.7 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.

4.8 Any bid containing false statement shall be rejected and action shall be taken by Company as per bid document.

4.9 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 shall be rejected. All other techno-commercial documents other than price details to be submitted with Unpriced Techno-Commercial Bid as per tender requirement under "Technical Attachment" Tab Page only.

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

- (i) Firm price
- (ii) Bid Security Declaration
- (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, Liability, Termination, Withholding
- (xiii) Applicable Laws
- (xiv) Specifications
- (xv) Integrity Pact

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

4.12 Bid received with validity of offer less than 120 (one hundred twenty) days from Bid Opening Date shall be rejected.

4.13 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/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 shall be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

5.0 PRICE EVALUATION CRITERIA:

5.1 Price bid 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 shall not result in indeterminate liability on OIL.

5.2 Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder shall be straightway rejected.

5.3 If there is any discrepancy between the unit price and the total price, the unit price shall 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 shall be adopted for evaluation.

5.4 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 shall be paid on the basis of the actual number of days/parameter, as the case may be.

5.5 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.

5.6 Conditional and unsolicited discount shall not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition shall be considered for computing the contract price.

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

5.8 Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST).

5.9 OIL shall prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices shall be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the

same shall be considered for evaluation of bid as per evaluation methodology of tender document.

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

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

5.11 Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids shall be evaluated based on total price including GST.

5.12 Based on the evaluation of techno-commercially qualified bidders, the job shall be awarded to L-1 bidder.

6.0 GENERAL:

6.1 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 BEC/BRC.

6.2 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.

6.3 If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.

6.4 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.

6.5 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.

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

7.0 PURCHASE PREFERENCE CLAUSE:

7.1 PURCHASE PREFERENCE TO MSE BIDDERS: Purchase Preference allowed as per Government Guidelines in Vogue and PPP [Public Procurement policy] for Micro and Small Enterprises is not applicable for this tender (being works contract tender).

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

Purchase preference policy-linked with Local Content (PP-LC) notified vide letter no. **FP-20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG** and amendment vide **Notification No. FP-20013/2/2017-FP-PNG-Part (1) (E-36682) dated 23.02.2022** shall be applicable in this tender. Bidders to check the provisions of the Notification for their eligibility to bid and seek benefits for Purchase preference, accordingly. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions of the **Notification No. FP-20013/2/2017-FP-PNG dated 17th November 2020** and amendment vide **Notification No. FP-20013/2/2017-FP-PNG-Part (1) (E-36682) dated 23.02.2022** or subsequent amendments, if any.

8.0 AWARD OF CONTRACT: The contract for hiring of the tendered services shall be awarded as below:

A. L-1 bidder is a Class I PPLC bidder: In case if the L1 bidder is a Class I PPLC bidder, the contract shall be awarded to the L1 Class I PPLC bidder.

B. L-1 Bidder is other than Class I PPLC: In case if the L1 bidder is not a Class I PPLC bidder, then preference shall be given to the lowest eligible Class I PPLC bidder falling within the price band of L1+20%. If such Class I PPLC bidder agrees to match the price of L1 bidder, then the contract shall be awarded to them, else offer shall be given to the next higher Class I PPLC bidder within price band of L1+20% and so on.

In case none of the Class I PPLC bidder within price band of L1+20% accept the L1 price, then the contract shall be awarded to L1 bidder.

9.0 COMPLIANCE OF THE COMPETITION ACT, 2002: The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

END OF BEC/BRC
&&&&

GENERAL CONDITIONS OF CONTRACT (GCC)**1.0 APPLICABILITY, DEFINITION & INTERPRETATION:****1.1 Applicability**

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

1.2 Definition & Interpretation

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

1.2.1 COMPANY/OIL/Operator:

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

1.2.2 CONTRACTOR:

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

1.2.3 Contract:

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

1.2.4 Site:

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

1.2.5 COMPANY's Site Representative/Engineer:

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

1.2.6 Sub-Contract:

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

1.2.7 Sub-Contractor:

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

1.2.8 Contractor's Representative:

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

1.2.9 Contract Price/Value:

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

1.2.10 Firm price:

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

1.2.11 Service/Works/Operations:

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

1.2.12 Equipment/Materials/Goods :

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

1.2.13 Drawings:

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

1.2.14 Specifications:

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

1.2.15 Engineer In-charge (EIC):

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

1.2.16 Inspectors:

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

1.2.17 Tests:

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

1.2.18 Approval:

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

1.2.19 Day:

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

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

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

1.2.23 Bid/offer:

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

1.2.24 Guarantee:

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

1.2.25 Mobilization:

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

1.2.26 De-mobilization:

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

1.2.27 Willful Misconduct:

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

1.2.28 Gross Negligence:

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

1.2.29 Criminal Negligence:

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

1.2.30 GST Legislations:

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

- (A) The Central Goods & Services Tax Act, 2017;
- (B) The Integrated Goods & Services Act, 2017;
- (C) The Union Territory Goods & Services Tax Act, 2017;
- (D) The respective State Goods & Service Tax Acts’
- (E) The Goods and Services (Compensation to States) Act, 2017
- (F) The Customs Act and the Customs Tariff Act.
- (G) Any other applicable Act related to GST

2.0 CONTRACT DOCUMENT:

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

in accordance with English language.

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

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

3.0 WAIVERS AND AMENDMENTS:

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

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

4.0 CONTRACT TIMELINE:

4.1 Effective Date of Contract: The contract shall become effective as of the date COMPANY notifies the CONTRACTOR in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the COMPANY will be the Effective Date of Contract. All terms and conditions of the contract shall come into force with the date of issuance of LOA.

4.2 Date of Commencement of Operation:

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

4.3 Duration of the contract:

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

5.0 SCOPE OF WORK/CONTRACT:

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

6.0 GENERAL OBLIGATION OF CONTRACTOR:

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

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

7.0 GENERAL OBLIGATION OF COMPANY:

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

- 7.1** Pay CONTRACTOR in accordance with terms and conditions of the contract.
- 7.2** Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.
- 7.3** Perform all other obligations required of COMPANY by the terms of this contract.

8.0 DUTIES AND POWER /AUTHORITY:**8.1 OIL's site representative/engineer:**

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

- i. Overall supervision, co-ordination and Project Management at site

- ii. Proper and optimum utilization of equipment and services.
- iii. Monitoring of performance and progress
- iv. Commenting/ countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- v. He shall have the authority, but not obligation at all times and any time to inspect/test/examine/ verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector.

Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.

- vi. Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/ comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

8.2 CONTRACTOR's representative:

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

9.0 Personnel to be deployed by contractor:

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

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

- 9.2** The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited

to, their transportation to & fro from Duliajan/field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.

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

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

10.0 PERFORMANCE SECURITY:

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

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

OR

b. Any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, in case of foreign CONTRACTOR/service provider.

OR

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

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

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

Full address

Branch Code

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

Phone Nos.

Fax Nos.

E-mail address.

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

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

from the bankers as specified above.

- 10.5** The Performance Security shall be denominated in the currency of the contract.
- 10.6** The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.
- 10.7** The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory performance of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.
- 10.8** The Performance Security will not accrue any interest during its period of validity or extended validity.
- 10.9** Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

Subject to credit in OIL's account within prescribed time

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

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

11.0 SIGNING OF CONTRACT:

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

12.0 CLAIMS, TAXES & DUTIES:

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

amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

12.2 Notice of claims: CONTRACTOR or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.

12.3 Taxes:

12.3.1 CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPANY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

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

12.3.3 CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.

12.3.4 The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

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

12.3.6 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.

12.3.7 Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.

12.3.8 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.

12.3.9 CONTRACTOR shall provide all the necessary compliances/ invoice/documents

for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).

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

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

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

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

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

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

12.4 Goods and Services Tax:

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

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

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

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

OIL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation

of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

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

12.5 Anti-profiteering clause

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

13.0 CUSTOMS DUTY, IF APPLICABLE:

- 13.1.1** CONTRACTOR shall be responsible to import the equipment/tools/spares/ consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs

Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.

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

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

14.0 INSURANCE:

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

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

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

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

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

14.5 Certificate of Insurance:

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

- a) Kinds and amounts of insurance as required herein
- b) Details of coverage
- c) Insurance corporation or companies carrying the aforesaid coverage
- d) Effective and expiry dates of policies
- e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy

- f) Waiver of subrogation endorsement has been attached to all policies and
- g) The territorial limits of all policies.

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

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

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

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

14.9 Principal Assured:

The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance):

"Oil India Limited, and CONTRACTOR's name (as appearing in the Contract/LOA)"

14.10 Waiver of subrogation:

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

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

14.11 Deductible:

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

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

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

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

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

14.13 Loss Payee Clause:

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

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

14.14 On account payment to OIL in case of claim

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

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

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

- i) **Workman Compensation and/ Employers’ Liability Insurance:** Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.
- ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.
- iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.
- iv) **Carrier’s Legal Liability Insurance:** Carrier’s Legal Liability Insurance in respect of **all CONTRACTOR’s items** to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.

- vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/ its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.
- vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- viii) **Any other insurance policy set forth in the SCC**

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

15.0 LIABILITY:

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

under this Contract.

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

16.0 LIMITATION OF LIABILITY:

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

to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.

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

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

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

18.0 CONSEQUENTIAL DAMAGE:

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

19.0 RISK PURCHASE:

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

20.0 INDEMNITY AGREEMENT:

- 20.1** Except as provided hereof CONTRACTOR agrees to protect, defend, indemnify and hold COMPANY harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of CONTRACTOR's employees, agents, CONTRACTORS and sub-CONTRACTORS or their employees or in favour of

any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

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

21.0 INDEMNITY APPLICATION:

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

22.0 ROYALTY PATENTS:

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

23.0 WARRANTY AND REMEDY OF DEFECTS:

- 23.1** CONTRACTOR warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR.
- 23.2** Should COMPANY discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilised from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at CONTRACTOR's own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

24.0 SUBCONTRACTING/ASSIGNMENT:

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

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

25.0 RECORDS, REPORTS AND INSPECTION:

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

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

26.1 CONTRACTOR shall not, without COMPANY's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of COMPANY in connection therewith, to any person other than a person employed by CONTRACTOR in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, as may be necessary for purposes of such performance with prior permission from COMPANY. However, nothing hereinabove contained shall deprive the CONTRACTOR of the right to use or disclose any information which is:

- a) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the CONTRACTOR shall immediately inform to COMPANY ; or
- b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of

competent jurisdiction or other governmental agency having the power to order such disclosure, provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.

- 26.2** CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.
- 26.3** Any document supplied to the CONTRACTOR in relation to the contract other than the Contract itself remain the property of COMPANY and shall be returned (in all copies) to COMPANY on completion of CONTRACTOR's performance under the Contract if so required by COMPANY.
- 26.4** During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

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

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

27.0 REMUNERATION AND TERMS OF PAYMENT:

- 27.1** COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.
- 27.2** Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.
- 27.3** MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.

- 27.4** Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.
- 27.5** INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/ operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.
- 27.6** CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.
- 27.7** CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.
- 27.8** Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.
- 27.9** COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. **27.4** above.
- 27.10** The acceptance by CONTRACTOR of part payment on any billing not paid on or before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.
- 27.11** Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:
- a) Audited account up to completion of the Contract.
 - b) Tax audit report for the above period as required under the Indian Tax Laws.
 - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.
 - d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
 - e) Any other documents as required by applicable Indian Laws.

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

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

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

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

29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI, ETC:

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

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

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

(b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.
- (iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:
 - 1) The furnished information is correct to the best of his knowledge.
 - 2) In case any discrepancies or irregularities is /are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.
 - 3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
 - 4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/ terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which

CONTRACTOR's Bank Guarantee/ Security Deposit may be withheld by OIL.

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

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

30.0 TIMELY MOBILIZATION AND LIQUIDATED DAMAGES:

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

b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.

c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.

d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

31.0 FORCE MAJEURE:

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

two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

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

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

Either party shall have the right to terminate the Contract if such 'force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. COMPANY shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the COMPANY shall binding upon the CONTRACTOR.

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

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

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

32.0 SET-OFF:

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

33.0 WITHHOLDING:

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

33.1 For non-completion of jobs assigned as per Scope of Work/Terms of Reference.

- 33.2** Defective work not remedied by CONTRACTOR.
- 33.3** Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.
- 33.4** Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc with respect to personnel engaged by the CONTRACTOR.
- 33.5** Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- 33.6** Any failure by CONTRACTOR to fully reimburse COMPANY under any of the indemnification provisions of this Contract. If, during the progress of the work CONTRACTOR shall allow any indebtedness to accrue for which CONTRACTOR, under any circumstances in the opinion of COMPANY, may be primarily or contingently liable or ultimately responsible and CONTRACTOR shall, within five days after demand is made by COMPANY, fail to pay and discharge such indebtedness, then COMPANY may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to CONTRACTOR, a sum equal to the amount of such unpaid indebtedness.
- 33.7** Withholding will also be effected on account of the following:
- i) Order issued by a Court of Law or statutory authority in India.
 - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
 - iii) Any obligation of CONTRACTOR which by any law prevalent from time to time to be discharged by COMPANY in the event of CONTRACTOR's failure to adhere to such laws.
 - iv) Any payment due from CONTRACTOR in respect of unauthorised imports.

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

- 33.8** COMPANY reserves the right to disburse or deposit the amount so withheld to the concerned person(s) or agency or government authority, as the case may be, besides nullifying such amount on account of loss suffered by the COMPANY against **33.2, 33.3, 33.6 & 33.7** above.

34.0 APPLICABLE LAWS:

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

This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts, mentioned

hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

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

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

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

35.0 LABOUR LAWS:

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

any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.

- vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.
- viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).
- ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.
- x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

36.0 STATUTORY REQUIREMENTS:

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

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

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

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

38.0 POLLUTION AND CONTAMINATION:

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

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

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

39.0 STATUTORY VARIATION/ NEWLY ENACTED LAW:

- 39.1** All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.
- 39.2** In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes and/or duties, required to be paid by the

CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.

- 39.3** Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.
- 39.4** The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 39.5** Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:
- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORS and Agents etc.
 - ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORS, agents etc.
 - iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORS, vendors, agents etc. of the CONTRACTOR.
 - iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.
- 39.6** In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:
- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and GST tax amount.
 - ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.

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

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

40.0 SEVERABILITY:

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

41.0 COMMISSION OF MISCONDUCT/SUBMISSION OF FRAUDULENT DOCUMENT BY THE BIDDER/CONTRACTOR AND BANNING THEREOF:

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

42.0 SETTLEMENT OF DISPUTES:

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

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

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

3) It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.

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

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

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

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

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

- 8) The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended)

- 9) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:

- (i) 20% of the fees if the claimant has not submitted statement of claim.
- (ii) 40% of the fees if the pleadings are complete
- (iii) 60% of the fees if the hearing has commenced.

(iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.

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

In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.

11) The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule of the Act and such expenses shall be equally borne by the parties.

12) The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.

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

14) Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter

c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

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

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

42.4 Resolution of disputes through conciliation by OEC

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

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

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).
- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
- g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.

- h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.
- j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.
- k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.
- l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

42.5 Exclusions

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

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

43.0 COMPLETION OF CONTRACT:

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

44.0 TERMINATION:

- 44.1 Termination on expiry of the contract:** This Agreement shall be deemed to have been automatically terminated on the expiry of the contract period unless OIL has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.
- 44.2 Termination of contract for death:** If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.
- 44.3 Termination on account of Force Majeure:** Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article-31.0 [above](#).
- 44.4 Termination on account of insolvency:** In the event that the CONTRACTOR or its collaborator or its guarantor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt or under the process of insolvency or liquidation, then the COMPANY shall, by a notice in writing have the right to terminate the Contract and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.
- However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.
- 44.5 Termination for Unsatisfactory Performance:** If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [[available at www.oil-india.in](http://www.oil-india.in)].
- 44.6 Termination due to change of ownership and Assignment:** In case the CONTRACTOR's rights and /or obligations under this Contract and/or the

CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.

- 44.7** If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORS being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirety or partially to the extent non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.
- 44.8 Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment alongwith crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.
- 44.9** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from **44.1 to 44.8** and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.
- 44.10 Consequence of Termination:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

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

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

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

45.0 TO DETERMINE THE CONTRACT:

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining

unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

46.0 WITHOUT DETERMINING THE CONTRACT: In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

47.0 ERRING/DEFAULTING AGENCIES:

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

48.0 MISCELLANEOUS PROVISIONS:

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

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

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

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

WORKS CONTRACT**SCHEDULE OF WORK, UNIT AND QUANTITY: (SOQ)**

DESCRIPTION OF WORK: *Hiring the services for Design, Supply, Installation, Testing and Commissioning of Permanent Cathodic Protection for the following Pipelines:*

(i) 8" COD pipeline from location Kumchai EPS to location Kusijan (61 KM approx.).

(ii) 14" and 16" Gas pipeline from location Kumchai EPS to location Kusijan (61 KM approx.).

Sl. No.	Item Description	UOM	QUANTITY
10	Supply of CPTR unit 48V/25A, DC output rating, AC operated, automatic, air-cooled.	NO	2
20	Supply of Deep well anode ground bed using 10 No. MMO LIDA tubular anode (25mm x 1000 mm long) of each 8-amp output rating (35 years).	NO	2
30	Supply of Anode Junction Box	NO	2
40	Supply of Cathode Junction Box	NO	2
50	Supply of Test Lead Post (Small)	NO	107
60	Supply of Test Lead Post (Big)	NO	2
70	Supply of polarisation coupon	NO	15
80	Supply of surge diverter	NO	33
90	Supply of GI earthing electrodes	NO	33
100	Supply of permanent Cu/CuSO4 ref cell	NO	4
110	Supply of permanent reference cell for polarisation coupon.	NO	15
120	Supply of polarisation cell	NO	4
130	Supply of Zinc anode	NO	4
140	Supply of Petroleum Coke Breeze	KG	3000
150	Supply of Junction Box for current drainage (should have provision to control the current) & Bond boxes.	NO	10
160	1C X 6 sq. mm -armoured for potential measurement and reference cell.(PCP cables - Cables shall be annealed high conductivity, 1100 V Grade)	M	1400
170	1C X 10 sq. mm- unarmoured for anode tail cable.(PCP cables - Cables shall be annealed high conductivity, 1100 V Grade)	M	700
180	1 C X 25 sq. mm – armoured bonding/grounding etc.(PCP cables - Cables shall be annealed high conductivity, 1100 V Grade)	M	400

Sl. No.	Item Description	UOM	QUANTITY
190	1 C X 35 sq. mm - armoured for anode and cathode header cable.(PCP cables - Cables shall be annealed high conductivity,1100 V Grade)	M	500
200	3C X 10 sq. mm armoured for CPTR unit incomer cable.(PCP cables - Cables shall be annealed high conductivity,1100 V Grade)	M	1000
210	Multicore, FRLS, 1.5 sq mm, 8/12 pair, twisted pair, armoured signal cables as per IS/BS for ref cell etc.	M	700
220	Supply of Cable to pipe connections by Exothermic method for all sizes upto 1C X 35 sq. mm	NO	300
230	Supply of O&M spare-Multimeter	NO	1
240	Supply of O&M spare- Clampmeter	NO	1
250	Portable Cu/CuSO4 ref cell	NO	2
260	Installation of CPTR unit 48V/25A, DC output rating, AC operated, automatic, air-cooled.	NO	2
270	Installation of Deep well anode ground bed using 10 No. MMO LIDA tubular anode (25mm x 1000 mm long) of each 8-amp output rating (35 years).	NO	2
280	Installation of Anode junction Box	NO	2
290	Installation of Cathode Junction Box	NO	2
300	Installation of Test Lead Post (Small)	NO	107
310	Installation of Test Lead Post (Big).	NO	2
320	Installation of Polarisation coupon	NO	15
330	Installation of surge diverter	NO	33
340	Installation of earthing electrodes	NO	33
350	Installation of permanent Cu/CuSO4 ref cell.	NO	4
360	Installation of permanent reference cell for polarisation coupon.	NO	15
370	Installation of polarisation cell	NO	4
380	Installation of zinc anode	NO	4
390	Installation of petroleum coke breeze	KG	3000
400	Installation of Junction Box for current drainage (should have provision to control the current) and for Bond boxes.	NO	7
410	1C X 6 sq. mm -armoured for potential measurement and reference cell.(Installation of PCP cables - Cables shall be annealed high conductivity,1100 V Grade)	M	1400

Sl. No.	Item Description	UOM	QUANTITY
420	1C X 10 sq. mm- unarmoured for anode tail cable.(Installation of PCP cables - Cables shall be annealed high conductivity,1100 V Grade)	M	700
430	1 C X 25 sq. mm – armoured bonding/grounding etc.(Installation of PCP cables - Cables shall be annealed high conductivity,1100 V Grade)	M	400
440	1 C X 35 sq. mm - armoured for anode and cathode header cable.(Installation of PCP cables - Cables shall be annealed high conductivity,1100 V Grade)	M	500
450	3C X10 sq. mm armoured for CPTR unit incomer cable.(Installation of PCP cables - Cables shall be annealed high conductivity,1100 V Grade)	M	1000
460	Multicore, FRLS, 1.5 sq mm, 8/12 pair, twisted pair, armoured signal cables as per IS/BS for ref cell etc.	M	700
470	Installation of cable to pipe connections by Exothermic method for all sizes upto 1C X 35 sq. mm (Thermit weld/Pin Brazing).	NO	300
480	Installation of shed for TRU and fencing around TRU.	NO	2
490	Supply and Installation of remote monitoring of PSP through GSM service band-Computerised test station unit (CTSUs-data logger for Test stations)	NO	6
500	Supply and Installation of remote monitoring of PSP through GSM service band-CTSUs reader for TRU unit	NO	2
510	Supply and Installation of remote monitoring of PSP through GSM service band-Software package	NO	1
520	Design and Detailed Engineering of CP system.	LSM	1
530	Soil resistivity survey.	LSM	1
540	Testing and Commissioning.	LSM	1
550	CIPL survey with simultaneous PSP data logging (on-off) of parallel pipelines at every km and interference prone area.	KM	120

Note:

1. Duration of Contract: 2 years
2. Mobilization Period: 30 (Thirty) days from the date of issue of LOA

SPECIAL CONDITIONS OF CONTRACT (SCC)

Section-I: The following Clauses of SCC shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Mobilization	Mobilization shall be completed within 30 (Thirty) days from the date of issue of Letter of Award (LOA).
Duration of contract	2 years.
Inspection	As per Clause No. (C) 5.0 & (C) 6.0 below
Performance Security	3% of Contract Value
Terms of Payment	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.
Submission of Invoice	Monthly (Based on actual work completion)
Agent Commission	Not applicable
De-Mobilization	Not Applicable
Association of company's Personnel	<p>(i) Company may depute one or more than one representative (s) / engineer (s) to act on its behalf for overall co-ordination at location. Company's representative will be vested with the authority to order any changes in the scope of work to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor and monitor progress to ensure timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the contract.</p> <p>(ii) Company's representatives shall have free access to all the equipment of the Contractor during construction</p>

	<p>phase as well as idle time for the purpose of observing /inspecting the construction/installation performed by the Contractor in order to judge whether, in Company's opinion, the Contractor is complying with the provisions of the contract.</p> <p>(iii) The monitoring and overseeing of the jobs under the Contract by the Company's personnel/representative shall not absolve or reduce the obligations of the Contractor.</p>
Liquidated Damage	<p><u>LIQUIDATED DAMAGES FOR DELAY IN MOBILIZATION/COMPLETION OF WORKS AND SERVICES:</u> In the event of the Contractor's default in timely mobilization/completion within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of contract value, per week or part thereof of delay subject to maximum ceiling of 7.5% of contract value.</p>
Provision of Personnel facilities	Not Applicable
Warranty and remedy of defects	<p>The warranty and Defect Liability Period shall be a period of 12 (Twelve) months from completion date as per 'Completion Certificate'.</p> <p>If, during the Defect Liability Period, any Defects are discovered in the Works or any part thereof; or the Works or any part thereof fails to meet the Guaranteed Performance Levels, COMPANY will notify the Contractor of such Defects or failure. Upon receipt of such notice, the Contractor shall promptly repair or replace such Work (including any necessary uncovering, covering and recovering) in accordance with the Contract, Good Industry Practices and Applicable Laws. Upon completion of any repair or replacement work, the Contractor shall, at its own expense, and with COMPANY's coordination and Approval, perform such tests as necessary to demonstrate that pursuant to cure of Defects under this Clause, the Works meet the Guaranteed Performance Levels.</p>
Miscellaneous Provisions: Key personnel	Not applicable
Limitation of Liability (%)	100% in line with GCC

Statutory variation/ Newly enacted Law: Minimum Wages increment in SCC as the case may be	Contractor's Liability.
Subcontracting: Allowed/Not Allowed	Not Allowed
Address details for submission of invoice	<i>All Invoices are to be sent to the following address:</i> GM- OGPL&P Oil India Limited, P.O. Duliajan-786602 Dist. Dibrugarh, Assam

SECTION-II: GOODS AND SERVICES TAX:

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

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

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

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

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

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

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

6. Where the OIL is not entitled to avail/take the full input tax credit of GST: OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. Claim for payment of GST/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.

24. The base date for the purpose of applying statutory variation shall be the Bid Opening Date.

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

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

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

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

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

Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
Note: OIL GSTIN numbers are as follows:
Assam : 18AAACO2352C1ZW
Arunachal Pradesh: 12AAACO2352C1Z8
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services [SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST, CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

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

- i) The original copy being marked as ORIGINAL FOR RECIPIENT;
- ii) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- iii) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

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

30. Anti-profiteering clause

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

31. In case the GST rating of Contractor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by OIL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then OIL shall not be obligated or liable to pay or reimburse GST to such Contractor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

SECTION-III: ADDITIONAL TERMS AND CONDITIONS

Details of the Service	<p>Permanent Cathodic Protection for the following pipelines-</p> <p>(i) 8" COD pipeline from location Kumchai EPS to location Kusijan (61 KM approx)</p> <p>(ii) 14" and 16" Gas pipeline from location Kumchai EPS to location Kusijan (61 KM approx).</p>
Area Of Operation	OIL's operational area in Assam and Arunachal Pradesh
HSE Policy	Refer Part-V: Safety Measures of Tender Documents
Interim de-Mobilization and Re-mobilization	Not Applicable.
Notice	<p>Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by e-mail to the applicable address specified below:</p> <p><u>Company</u></p> <p>a) <u>For contractual matters</u></p> <p>GM (Contracts) OIL INDIA LIMITED PO DULIAJAN - 786602 ASSAM, INDIA Phone No. 91-374-2808650 Email: contracts@oilindia.in</p> <p>b) <u>For technical matters</u></p> <p>GM (OGPL&P) Oil India Limited, P.O. Duliajan-786602 Dist. Dibrugarh, Assam. Phone No. 91-374- 280 (280 8399) Email: arupgogoi@oilindia.in</p>

	<p>c) <u>Contractor</u></p> <p>_____</p> <p>A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
RECORDS, REPORTS AND INSPECTION	<p>Daily Progress Report.</p> <p>As Built Drawings.</p> <p>Equipment Inspection Report.</p> <p>As specified in SCC Clause (C) below</p>

SECTION-IV: SCOPE OF WORK (SOW)**(A) INTRODUCTION:**

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

Kumchai field has been identified as a key thrust area for OIL in the upcoming years. As such, it is now intended to implement Permanent Cathodic Protection system in the mentioned pipelines and hire services for the above job.

1.0 PROJECT EXECUTION PLAN

- 1.1 As soon as the contract is awarded and Letter of Award (LOA) is issued, the pipeline route shall be handed over to the CONTRACTOR. The pipeline route shall be handed over either in one go or in phases depending on acquisition of the same by the COMPANY. The CONTRACTOR shall plan and mobilize for the activities accordingly.
- 1.2 After completion of the Preparatory activities the CONTRACTOR shall take up the activities for Permanent Cathodic Protection of the pipelines. However, no idle time claim of the CONTRACTOR shall be entertained by the COMPANY on account of delay in start of implementation of Cathodic Protection job.

2.0 MOBILISATION

The CONTRACTOR shall start Mobilization immediate on issue of Letter of Award (LOA). The contract will be signed after the submission of Performance Security by the CONTRACTOR. On completion of mobilisation,

the COMPANY shall issue notice/work order to the CONTRACTOR, specifying the date of commencement of the work at site.

3.0 DETAILS OF MOBILISATION

- (1) Mobilisation shall start from the date of issue of Letter of Award (LOA).
- (2) Mobilisation shall be considered complete on submission/ placement of the following-
 - a) Submission of a General Safe Operating Procedure to the COMPANY.
 - b) All documents related to criteria and experience to skilled personnel mentioned in Clause No. (A) 17.3 below shall be submitted for approval.
 - c) Submission of List of workers to be deployed along with Form-B, Labour Clearance and Medical fitness certificate (Form-O), Insurance Documents as specified under relevant clause, Provident Fund UAN of workers / or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them (with documentary evidence).
 - d) List of Equipment that will be engaged during the execution of the job under this Contract and/or placement of the same at site.
 - e) Mobilization shall be deemed to be completed when Contractor's all equipment and manpower are placed at the nominated site and in readiness to commence Work as envisaged under the Contract.
- (3) Mobilisation Period: Mobilisation shall be completed within 30 days from the date of issue of LOA.
- (4) The Contractor shall submit an intimation letter to the Company about completion of mobilization. Based on the receipt of the intimation letter, Company shall issue the Work Order.

On compliance of the above, as mentioned in para (1) to (4), mobilization shall be treated as complete.

- 3.1 Revised program of works can be submitted, while the works are still in progress, by THE CONTRACTOR and approved by the COMPANY representative/s if and when an unforeseen condition or a combination of such conditions so demand provided, however, the COMPANY'S REPRESENTATIVE/S is fully satisfied about the changed circumstances necessitating a Revised Program. Such Revised Program shall then replace the earlier program without extension of time.

3.2 The COMPANY'S REPRESENTATIVE/S shall have power to call THE CONTRACTOR at any time while the works are still in progress for a further detailed program of works in respect of any particular phase of works, if in the opinion of the COMPANY'S REPRESENTATIVE/S such a phase is considered too complex requiring further break-up into sub-phases. In such an event, THE CONTRACTOR shall, if so, required by the COMPANY'S REPRESENTATIVE/S, furnish such information also to the COMPANY'S REPRESENTATIVE/S as to enable him to assess and approve the sub-phase program of the phase and approve the sub-phase program of the phase or phase previously considered. THE CONTRACTOR shall be bound by such sub-phase of the program as part of the overall program.

3.3 INSURANCE:

- a) Employees' compensation insurance as required by the laws of the country of origin of the employee.
- b) 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 fulfil the provisions under this contract.

4.0 COMMENCEMENT OF WORK

The CONTRACTOR shall commence the works after completion of mobilization or after an instruction in writing to this effect by the COMPANY or from the date specifically mentioned in the work order or notice. The CONTRACTOR shall proceed with the work in an efficient manner following the period of Contract.

4.1 During the execution of the works, THE CONTRACTOR must maintain a steady rate of progress to complete the works within the time provided in this contract.

5.0 SEQUENCE OF WORKS

The work shall commence at the point or points approved by The COMPANY and shall proceed in an orderly workman like manner to complete the work as specified by The COMPANY unless the COMPANY at any time during the progress of the works requires that works shall be done upon in part as specified by the COMPANY'S REPRESENTATIVE/S. No change in sequence of works shall be made without express permission of the COMPANY.

6.0 SETTING OUT OF WORKS

The CONTRACTOR shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works and for the provision of all necessary

instruments, equipment, appliances and labour in connection therewith. If at any time during the progress of the works any error shall appear or arise in the position, levels, dimensions or alignment of any part of the works, The CONTRACTOR on being required so to do by the COMPANY'S REPRESENTATIVE/S shall at his own expense rectify such error to the satisfaction of the COMPANY'S REPRESENTATIVE/S.

7.0 EXECUTION OF WORKS

- 7.1 Before submitting tender & in case of any doubt, the CONTRACTOR should clarify the specifications of different items of the contract from the concerned department of the COMPANY. Afterwards, decision of the COMPANY regarding clarification of any item of the contract will be final and no compromise will be made in any respect.
- 7.2 It is conclusively assumed that THE CONTRACTOR has understood the work involvement completely before quoting for the job. The CONTRACTOR shall execute and complete the works in strict accordance with the specifications hereto and shall be entirely responsible for the execution of the works in all respect in accordance with the terms and conditions specified herein notwithstanding any approval which the COMPANY 'S REPRESENTATIVE/S may have given in respect of the method, materials or workmanship of any part or the whole of the works or of any tests carried out either by the CONTRACTOR or by the COMPANY. Subject to the foregoing THE CONTRACTOR shall be at liberty at his own risk, to employ his own method subject to the approval of the COMPANY 'S REPRESENTATIVE/S, for the execution of the works. If in the opinion of the COMPANY or the COMPANY'S REPRESENTATIVE/S duly authorized for the purpose hereof, the works or any item thereof is found to be not in accordance with the specifications and exhibits, THE CONTRACTOR shall remove the defect and re-execute the works or the item in accordance therewith at his own expense, whether such defect be discovered during the normal course of inspection hereafter or subsequently. Any delay caused in remedying any defective performance shall not absolve THE CONTRACTOR from adhering to the time schedule as provided in the contract hereof, and no extension in time shall be granted for such delay in any circumstances whatsoever.
- 7.3 THE CONTRACTOR shall give the COMPANY'S REPRESENTATIVE/S reasonable notice of the readiness of each part of the works for examination or test and if the examination or test is by an authority other than the COMPANY, the date fixed for the examination or test shall also be intimated. If the works requiring appropriate approval or testing are covered up without such approval having been given or such test (s) carried out, then the CONTRACTOR shall at his own expense uncover such works to the extent necessary for appropriate examination or test and shall at his own expense cover it on completion of such examination or test. The CONTRACTOR shall uncover any work or item of work for inspection if subsequently questioned

or so requested by the COMPANY'S REPRESENTATIVE/S. If such works are found to be in accordance with the specifications and exhibits, the work involved in re-examination and replacement shall be treated as an addition and shall be paid for by the COMPANY. If such works be found not in accordance with the specifications and exhibits all costs involved in re-examination and making good the defect and replacement shall be borne by THE CONTRACTOR.

8.0 DEFAULT IN TIMELY MOBILISATION:

- 8.1 In case of failure of the CONTRACTOR to mobilize and commence work within the stipulated period the COMPANY reserves the right to cancel the Contract without any prior notice and without any compensation whatsoever.

9.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILIZATION/ COMPLETION

- 9.1 In the event of the CONTRACTOR'S default in timely mobilization/ completion of the work under the provisions of this Contract, the CONTRACTOR shall be liable to pay liquidated damages at the rate of 0.5% of the total Contract Price for each week (7 days) or a part thereof of delay till the works are completed, subject to a maximum of 7.5 % of the total calculated Contract Price. The COMPANY may without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any amount due to the CONTRACTOR.
- 9.2 Both the CONTRACTOR & the COMPANY agree that the above percentages of liquidated damage is genuine pre-estimates of loss/damage, which the COMPANY would have to suffer on account of delay/breach on the part of the CONTRACTOR and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such delay/breach. Decision of the COMPANY in the matter of applicability liquidated damage shall be final & binding on the CONTRACTOR.

10.0 WORKS TO THE SATISFACTION OF THE COMPANY:

The CONTRACTOR shall execute the works entirely in strict accordance with the accepted practices, laid out standards and in accordance with the specifications as spelt out in these presents, to the complete satisfaction of the COMPANY 'S REPRESENTATIVE/S and shall comply with and adhere strictly to the COMPANY 'S REPRESENTATIVE/S instructions and directions on any matter relating to this contract.

11.0 WARRANTY AND REMEDY

THE CONTRACTOR shall be responsible for the care and maintenance of the works until the works are accepted in writing by THE COMPANY. Such acceptance to be made without unreasonable delay after THE COMPANY is satisfied, that the works have been completed in accordance with the specifications. THE CONTRACTOR shall give THE COMPANY prompt notice of completion. Failure or neglect on the part of the COMPANY'S REPRESENTATIVE/S to condemn or reject inferior work or materials shall not imply acceptance of such works or materials. It may further be noted that the giving of written acceptance of the works shall not be deemed a waiver by THE COMPANY of any claim in respect of latent or hidden defect in the materials or workmanship and THE CONTRACTOR agrees to repair, replace forthwith at his own expense any part of the works found within one year from such acceptance to be subject to such defects.

The warranty and defect liability period shall be a period of 12 (Twelve) months from completion date as per 'Completion Certificate'.

If, during the Defect Liability Period, any Defects are discovered in the Works or any part thereof; or the Works or any part thereof fails to meet the Guaranteed Performance Levels, COMPANY will notify the Contractor of such Defects or failure. Upon receipt of such notice, the Contractor shall promptly repair or replace such Work (including any necessary uncovering, covering and recovering) in accordance with the Contract, Good Industry Practices and Applicable Laws. Upon completion of any repair or replacement work, the Contractor shall, at its own expense, and with COMPANY's coordination and Approval, perform such tests as necessary to demonstrate that pursuant to cure of Defects under this Clause, the Works meet the Guaranteed Performance Levels.

If any part of the Works has been replaced, renewed or repaired during the Defect Liability Period, the Defect Liability Period in respect of such replaced, renewed or repaired part shall be for a further period of 12 (twelve) months from the date on which such replacement, renewal or repair has been completed to the satisfaction of the Engineer-in-Charge and so on. Such further extended period(s) shall be called "Extended Defect Liability Period". However, in any case, cumulative extensions in defect liability period shall not exceed 2 (two) years from completion.

12.0 MEASUREMENT OF WORKS

- 12.1 The quantities detailed any in this contract represent only the estimated quantities of works and they are not to be taken as the exact quantity of the works to be executed by THE CONTRACTOR in fulfilment of his obligations under this contract. The quantities of works to be considered for purpose of payment shall be those actually executed during the pipeline construction.

- 12.2 In respect of completed works accepted by the COMPANY'S REPRESENTATIVE/S either in part or in full at his discretion, the COMPANY'S REPRESENTATIVE/S shall in consultation with THE CONTRACTOR call upon THE CONTRACTOR by a notice, written or verbal to be present at work site on specific date and at specific hour for the purpose of making measurements and recording the same. THE CONTRACTOR or its authorized representative shall be present at the site and shall furnish to the COMPANY'S REPRESENTATIVE/S all particulars required for a proper measurement. Should THE CONTRACTOR not attend or neglect or omit to send such authorized representative, then the measurement made by the COMPANY'S REPRESENTATIVE/S or approved by him will be the conclusive measurement of the works and THE CONTRACTOR shall accept such measurement.
- 12.3 In respect of works in progress, the measurement of works shall be on the basis of either a percentage of actual progress made in relation to the contract quantity of the works as assessed by the COMPANY'S REPRESENTATIVE/S wherein applicable or by measurements of detailed items as described in relevant clause above as deemed necessary and at the discretion of the COMPANY'S REPRESENTATIVE/S wherever applicable.
- 12.4 All measurements shall be duly recorded by the COMPANY'S REPRESENTATIVE/S and the CONTRACTOR shall agree to such measurement by signing the same. Measurement so recorded shall be treated as legally binding on both parties.
- 12.5 All materials / equipment to be supplied / used by THE CONTRACTOR in accordance with this contract may be measured / inspected by the COMPANY'S REPRESENTATIVE/s during the execution of work when these materials / equipment are used on the work in presence of THE CONTRACTOR or its authorized representative.
- 12.6 The COMPANY 'S REPRESENTATIVE/S shall be free to reject for purpose of measurement any materials / equipment supplied by the CONTRACTOR at sites if such materials are not up to the required specifications and differ from the previously approved samples.
- 12.7 Notwithstanding the fact that certain works and materials have been already measured and recorded by the COMPANY 'S REPRESENTATIVE/S, the CONTRACTOR shall remain fully responsible for all such works and materials till the final expiry of the defect liability period.

13.0 RIGHT OF INSPECTION

THE COMPANY shall have the right but not the obligation to inspect the works during its progress. THE CONTRATOR shall provide proper access for such inspection. THE COMPANY shall provide Inspectors for this purpose

and shall arrange for all inspection and tests to be carried out promptly after notification.

14.0 DELAY IN WORK BY THE CONTRACTOR

If THE CONTRACTOR is responsible for a delay in progress of the works, THE CONTRACTOR shall, without additional cost to THE COMPANY work overtime and / or mobilize / utilize such additional equipment and personnel at any time to improve the progress of the work as may be necessary to eliminate delay in final completion of the works within the stipulated time of completion.

15.0 DRAWING TO BE SUPPLIED BY THE COMPANY (If Available)

15.1 The drawings made available to THE CONTRACTOR are for general guidance to THE CONTRACTOR to enable him to visualize the work contemplated under this contract. Detailed working drawings on the basis of which actual execution is to proceed will be furnished by THE COMPANY to THE CONTRACTOR from time to time during the progress of the works. Copy-write in the said drawing shall always remain in the COMPANY.

15.2 THE CONTRACTOR shall be bound to go through all the supplied drawings thoroughly and carefully in conjunction with all other connected drawings and bring to the notice of the COMPANY 'S REPRESENTATIVE/S discrepancies if any, therein before actually carrying out the works. Copies of all detailed working drawings relating to works shall be kept at THE CONTRACTOR'S office and shall be made available to the COMPANY 'S REPRESENTATIVE/S at any time during the contract. The drawing shall be returned to THE COMPANY on completion of the works.

16.0 MATERIALS, LABOUR, TOOLS AND EQUIPMENT TO BE PROVIDED BY THE CONTRACTOR

16.1 THE CONTRACTOR shall provide all materials, consumables, labour, tools, supervision and equipment necessary to complete the works within the time schedule and in accordance with the specifications. All material furnished by THE CONTRACTOR unless otherwise specified shall be of a suitable grade and type and where such materials are to form part of the permanent works shall also be new. No substitution of any materials shall be made without written approval of THE COMPANY and any materials which do not conform to the specifications or is otherwise rejected, shall be removed immediately from the site and replaced with materials satisfactory to THE COMPANY. In all cases where an article is specified with the words #Approved Equal#, THE COMPANY shall be the sole judge as to whether the substitution specified is equal to the materials specified and its decision shall be final. Any equipment furnished by THE CONTRACTOR shall be suitable for the purpose for which it is to be used and shall be in good condition.

- 16.2 All materials procured should meet the specifications given in the tender document. The Engineer-in-Charge may, at his discretion, ask for samples and test certificates for any batch of any materials procured. Before procuring, the CONTRACTOR should get the approval of Engineer-in-Charge / Site-in-Charge for any materials to be used for the works.
- 16.3 Supplier certificate/invoice shall be submitted for all materials supplied by the CONTRACTOR. If, however, in the opinion of the Engineer-in-Charge / Site-in-Charge any tests are required to be conducted on the material supplied by the CONTRACTOR, these will be arranged by the CONTRACTOR promptly at his own cost.
- 16.4 THE COMPANY shall have a first lien on all plant and machinery brought or caused to be brought by THE CONTRACTOR for all payments by THE CONTRACTOR to THE COMPANY under this contract with our prejudice to the right of recovery in any other manner as provided in this contract or otherwise.
- 16.5 Electricity, water, accommodation etc. for CONTRACTORs men will not be provided by the COMPANY. These are to be arranged by the CONTRACTOR itself. Further, electrical power required for construction works shall also be arranged by the CONTRACTOR.
- 16.6 No transport for transfer of CONTRACTORs men & material will be provided by the COMPANY.

17.0 THE CONTRACTOR'S EMPLOYEES

- 17.1 THE CONTRACTOR shall perform the works in a workman-like manner with qualified, competent, careful and efficient workmen in strict conformity with the provisions in this contract. The COMPANY'S REPRESENTATIVE/S will have the right to remove from the works any employee of THE CONTRACTOR who, in the opinion of the COMPANY 'S REPRESENTATIVE/S, may be incompetent, careless or not qualified to perform the works assigned to him.
- 17.2 Before starting the job, the CONTRACTOR shall have to submit the list of competent skilled persons with valid certificate (wherever necessary) who will carry out the job. If the COMPANY desires, the competent persons of the CONTRACTOR shall have to pass necessary tests conducted by the COMPANY.
- 17.3 The concerned bidder shall submit Bio-Data of the below mentioned skilled personnel to be engaged in the work, with proof of qualification and experience documents for approval by OIL.

<u>SKILLED MANPOWER REQUIREMENT</u>				
Sl. No.	Manpower	Qualification Criteria	Experience	Personnel (No.)
1	Cathodic Protection Engineer	Degree in any Engineering discipline and shall possess NACE Level 2 certification	Minimum 7 to 10 years' experience in executing Cathodic Protection Projects with at least 3 years' experience in hydrocarbon industry.	1
2	Technician	Diploma holder in any discipline	Minimum 3 years' experience in executing Cathodic Protection Projects with at least 1 year experience in hydrocarbon industry.	3
3	Supervisor	Degree/diploma/science graduate from any recognized university/Board.	Minimum 3 years' experience in jobs related to Cathodic Protection.	1
4	Site In-charge	Degree/diploma/science graduate from any recognized university/Board.	Minimum 3 years' experience in jobs related to Cathodic Protection.	1
5	Electrical Technician	Diploma holder in Electrical discipline and must possess valid electrical work permit/ supervisory license issued by State Electricity Licensing Board.	Minimum 2 years' experience in Electrical domain.	1

Note:

- (i) The documents against qualification (Qualification Degree/Diploma Certificate) and post qualification experience of Key Personnel must be submitted.
- (ii) Documentary evidence for Key Personnel already under the payroll of the concerned bidder must be submitted.
- (iii) Above documents shall be self-attested by the individual and additionally endorsed by concerned bidder's CMD/MD/Director/ CEO/ COO/VP/HR-Head. It is the responsibility of concerned bidder to ensure that the submitted documents are true and without any ambiguity.

- (iv) In case any document submitted without self-attestation by the individual and/or without additional endorsement by concerned Bidder's CMD/MD/Director/CEO/COO/VP/HR-Head, the documents shall not be considered for evaluation.

18.0 SERVICES / EQUIPMENT PROVIDED BY THE COMPANY

If by reason of any event occurring to, in or in connection with the works, either during execution of the work or during defect liability period, any remedial or other works, which in the opinion of the COMPANY 'S REPRESENTATIVE/S be necessary and the CONTRACTOR is unable or unwilling to do such works / provide services or equipment as the case may be, than the COMPANY may, by its own or other, do such works / provide services or equipment as the COMPANY 'S REPRESENTATIVE/S may consider necessary. If in the opinion of the COMPANY 'S REPRESENTATIVE/S the CONTRACTOR is liable to do so at his own expenses under this contract, all costs and charges including overheads incurred by the COMPANY in doing so shall be paid by the CONTRACTOR to the COMPANY or may be deducted by the COMPANY from any money due or which may become due to the CONTRACTOR. The costs incurred by the COMPANY shall be assessed independently by the COMPANY as per the COMPANY 'S standard and prevalent practices and no dispute on this account shall be entertained in any circumstances whatsoever.

19.0 REPORTING PROGRESS OF WORK

The CONTRACTOR shall furnish to the COMPANY Daily Progress Reports (DPR) along with applicable drawings indicating all details of the construction. Further, the CONTRACTOR shall submit to the COMPANY the 'As Built Drawing' of the Cathodic Protection System implemented in pipelines after completion of the job.

20.0 SAFETY OF EXISTING LINES, CABLES ETC.

The CONTRACTOR shall ensure the safety of the pipelines/cables etc. already laid on the Pipeline Route and at no instance; the existing pipelines shall be disturbed, stressed or damaged in any way during the construction activities. In the event of any damage to any existing pipeline during construction activity under this contract, the CONTRACTOR shall repair or replace the pipeline/cable forthwith at its own expense and pay any consequential damages arising there from.

21.0 CONSTRUCTIONAL DRAWINGS / EXHIBITS

In general, constructional drawings / exhibits shall be used for the work unless otherwise specified or directed by the Company (wherever available).

22.0 SURPLUS PERMANENT MATERIALS

All surplus permanent materials shall be collected and transported by the CONTRACTOR to THE COMPANY 'S depots / yards as directed by the COMPANY 'S REPRESENTATIVE/S under 'Material Custody Transfer Note'.

23.0 PROTECTION OF PROPERTY AND EXISTING FACILITIES

23.1 The CONTRACTOR shall perform each work in such a manner as will prevent damage to the COMPANY 'S property and conform to and be consistent with, operational practices of hydrocarbon industries. Any permanent damage / loss to the COMPANY 'S pipeline, assets and plants due to actions undertaken by the CONTRACTOR in order to provide the services envisaged under this Contract shall have to be remedied by the CONTRACTOR, entirely at their own cost. This cost shall include and not be limited to actual replacement of such damaged pipeline, assets or plants, or payment of actual replacement cost in relation thereto as may be incurred by the COMPANY.

23.2 The CONTRACTOR shall take sufficient care in moving his plants, equipment's and materials from one place to another so that they do not cause any damage to any person or to the property of COMPANY or any third party including overhead and underground cables and in the event of any damage resulting to the property of COMPANY or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by COMPANY or ascertained or demanded by the third party shall be borne by the CONTRACTOR.

24.0 PERFORMANCE OF WORK

The CONTRACTOR shall submit daily reports to the COMPANY'S REPRESENTATIVE/ EIC (Engineer in Charge) detailing progress of different operations as per the scope of the work. The COMPANY, at its option may change the periodicity of such reports. In addition, the CONTRACTOR shall submit the complete job report (with all pertinent details to serve permanent record) after completion of each individual job. The manner and the speed of execution and maintenance of the operations are to be conducted in a manner to the satisfaction of the COMPANY 'S REPRESENTATIVE. Should the rate of progress of the operations or any part of them is at any time too slow in the opinion of the COMPANY 'S REPRESENTATIVE, (to ensure completion of the operations within schedule) the COMPANY 'S REPRESENTATIVE may so notify the CONTRACTOR in writing. The CONTRACTOR shall reply to the written notice giving details of the measures, which The CONTRACTOR proposes to take to expedite the operations. If no satisfactory reply to the COMPANY 'S notice is received in

seven days, the COMPANY shall be free to take necessary actions as deem to be fit.

25.0 PERMITS & CERTIFICATES

The CONTRACTOR shall procure, at his expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the works is to be performed, and CONTRACTOR further agrees to hold COMPANY harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. The COMPANY will provide necessary permits for CONTRACTOR'S personnel to undertake any work in India in connection with Contract.

26.0 COMPLETION CERTIFICATE

As soon as the works is completed and the CONTRACTOR fulfils his obligation envisaged under the contract, he shall be eligible to apply for 'Completion Certificate'. The COMPANY shall issue to the CONTRACTOR the Completion Certificate within one month after receiving an application from CONTRACTOR after verifying the works are completed in accordance with the Contract Document. The issue of Completion Certificate shall not operate as an admission that the works have been accepted in every respect.

27.0 CONTRACTOR TO INDEMNIFY THE COMPANY

The CONTRACTOR shall indemnify the COMPANY and every member, officer and employee of the COMPANY , also the COMPANY 'S REPRESENTATIVE/ Engineer-in-Charge / Site-in-Charge and his staff against the actions, proceedings, claims, demands, costs, expenses, whatsoever arising out of or in connection with the works and all actions, proceedings, claims, demands, costs, expenses which may be made against the COMPANY for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the contract. The CONTRACTOR shall be liable for or in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the CONTRACTOR or his sub-contractor and the CONTRACTOR shall indemnify and keep indemnified the COMPANY (OIL) against all such damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

28.0 CONTRACT PRICE AND PAYMENT:**28.1 CONTRACT PRICE:**

- i) The total price quoted by the successful bidder in Bid form, in his bid with additions and deletions as may have been agreed before issue of Letter of Award, for the entire WORKS covered and in accordance with all terms, conditions, stipulations, specifications, requirements and other contents of contract as accepted by the COMPANY and incorporated in to the contract as accepted by the COMPANY, shall be

treated as the contract price. Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain works or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the Contract Price shall be deemed to have included cost of such performances and provisions, so mentioned.

- ii) The Contract price shall remain firm and fixed till the issue of completion certificate and shall not be subjected to escalation on any account whatsoever and shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over works to the COMPANY by the CONTRACTOR. The Contract Price shall hence always be deemed to include any likely future increase in statutory duties and levies on material supplied or any likely future increase in rates of compensation payable to labour whether statutory or otherwise. No claim shall be entertained on the aforesaid account for any reason whatsoever, except to the extent expressly agreed by the COMPANY under this agreement.
- iii) The Contract Price shall be deemed inter alia to include and cover the cost of all temporary works, materials, labour, insurance, etc. to be supplied by CONTRACTOR as per contract and the execution of works or any portion thereof finished, complete in every respect and maintained as shown or described in the Contract Document or as may be ordered in writing during the continuance of contract.
- iv) The Contract Price shall include and cover the cost of royalties and fees for all equipment, protected by letters, patent or otherwise incorporated in or used in connection with works, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for works. The CONTRACTOR shall indemnify the COMPANY against all actions, proceedings, claims, damages, cost and expenses arising from the incorporation in or use on WORKS of any such equipment, articles, processes or materials.
- v) The Schedule of Rates (SOR) shall be read in conjunction with Special Conditions of Contract, General Conditions of Contract, Terms of Reference, Drawings and any other Document wherever available forming part of the contract.

All the works, item wise, shall be measured upon completion and paid for at the contracted rates. In case any activity though specifically not covered in Schedule of Rates description but the same is covered under Scope of work/ specification/Drawings etc., no extra claim on this account shall be entertained, since SOR is to be read in conjunction with SCC, GCC, Terms of Reference, drawings & any other documents forming part of the contract.

29.0 SUB-CONTRACTING

Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party (ies).

30.0 INTERPRETATION OF CONTRACT DOCUMENT

All documents forming part of the Contract are to be taken mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract, the decision of the COMPANY or its REPRESENTATIVE/S shall be the final and the CONTRACTOR shall abide by the decision. Works shown upon the drawings but not mentioned in the specification or described in the specifications without being shown on the drawings shall nevertheless be deemed to be included in the same manner as if they are shown in the drawings and described in the specifications.

31.0 EXECUTION OF WORK FOR TIMELY COMPLETION

- 31.1 All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory details, drawings, specifications and instructions as may be furnished from time to time to the CONTRACTOR by the COMPANY 'S REPRESENTATIVE/Engineer-in-Charge / Site-in-Charge, whether mentioned in the Contract or not. The CONTRACTOR shall be responsible for ensuring that works throughout are executed in the most proper and workmen like manner with the quality of material and workmanship in strict accordance with the specifications and to the entire satisfaction of the COMPANY 'S REPRESENTATIVE/Engineer-in-Charge / Site-in-Charge.
- 31.2 The completion of work may entail working in monsoon also. The CONTRACTOR must maintain the necessary work force as may be required during monsoon and plan to execute the job in such a way the entire project is completed within the contracted time schedule. No extra charges shall be payable for such work during monsoon. It shall be the responsibility of the CONTRACTOR to keep the construction work site free from water during and off the monsoon period at his own cost and expenses.
- 31.3 For working on Sunday / Holidays, the CONTRACTOR shall obtain the necessary permission from Engineer In-charge / Site In-charge in advance. The CONTRACTOR shall be permitted to work beyond the normal hours with prior approval of COMPANY 'S REPRESENTATIVE/Engineer-in-Charge / Site-in-Charge and the CONTRACTOR'S quoted rate shall be inclusive of all such extended hours of working and no extra amount shall be payable by the COMPANY (OIL) on this account.

32.0 EXTENSION OF TIME

If the CONTRACTOR does not complete the work within the contractual period he may apply in writing to the COMPANY before two months of the period of expiry of the contract stating therein in detail, the reasons on

which extension is requested and the period of extension the CONTRACTOR so desires. The COMPANY on its part shall consider the request of the CONTRACTOR for such extension of time and shall take a decision after discussion with the CONTRACTOR and communicate the same to the CONTRACTOR before 30 days of expiry of the contract. The decision of the COMPANY in this regard shall be final and binding.

33.0 SUSPENSION OF WORKS

Subject to the provision of this contract, the CONTRACTOR shall, if ordered in writing by COMPANY 'S REPRESENTATIVE/S, for reasons recorded, suspend the works or any part thereof for such period and such time so ordered and shall not proceed with the work, after receiving such order to suspend the work, until he receives a written order from the COMPANY to re-start the work. The CONTRACTOR shall be entitled to claim extension of time for that period of time the work was ordered to be suspended. Neither the COMPANY nor the CONTRACTOR shall be entitled to claim compensation or damages on account of such an extension of time.

34.0 DAMAGE TO PROPERTY

34.1 The CONTRACTOR shall be responsible for making good to the satisfaction of the COMPANY any loss or and any damage to structures and properties belonging to the COMPANY or being executed or procured by the COMPANY or of other agencies within the premises of the work of the COMPANY, if such loss or damage is due to fault and / or the negligence or wilful acts or omission of the CONTRACTOR, his employees, agents, representatives or sub-contractor.

34.2 The CONTRACTOR shall indemnify and keep the COMPANY harmless of all claims for damage to the COMPANY's property arising under or by reason of this contract.

35.0 DELIVERABLES/ REPORTS

The contractor shall submit following periodical reports:

1. Daily Progress Report
2. Holiday Inspection Report
3. As-Built Drawings

36.0 LABOUR LICENSE

Contractor shall obtain and manage Labour License as per statutory requirement for the entire period of contract and maintain all necessary facilities, documents, registers, returns etc. as per statutory requirement. All costs related to above requirements shall be in contractor's account.

Any penalty imposed to OIL by statutory authority due to contractor's negligence shall be deducted from contractor.

(B) TERMS OF REFERENCE:

1. The design for the Permanent Cathodic Protection System of mentioned pipelines shall have the approval from a NACE Level 4 specialist in Cathodic Protection Design.
2. Making trench (manual) of required size for exposing the pipeline including arrangement for trench protection against collapse and dewatering shall be the responsibility of the contractor.
3. Arranging protection and security round the clock of the exposed section of the pipeline during the execution of the contract shall be the responsibility of the contractor.
4. Insulation of the exposed pipeline as per standard, holiday testing and inspection of the coating shall be carried out by the contractor.
5. All other works, which are not specifically indicated above, but required for successful completion of works as per the tender documents shall be carried out by the contractor
6. Restoration of site and final clean-up including de-mobilization shall be the responsibility of the contractor.
7. Pipeline locator shall be used by the contractor wherever necessary.
8. Owner shall assist in obtaining necessary work permits from the concerned Installation Managers for execution of the work.
9. Providing power supply source shall be under the scope of OIL.
10. Prior to quoting prices, the bidder shall be deemed to have visited the site and satisfied himself regarding the details furnished by the Owner in the tender document and the feasibility of the work to be carried out.
11. The Contractor shall obtain all necessary and statutory permissions from the appropriate authorities for execution of the work.
12. Contractor shall be solely responsible for settling all compensation and disputes arising out of crop, property, any other damage caused thus, or his team during positioning the equipment and other associated works.
13. Disposal of wastes etc. shall be exclusive responsibility of the Contractor and any permits, permission or clearances required in this regard shall be obtained by the contractor. The disposal, of waste should conform to the guidelines provided by the Ministry of Environment and Forest (MOEF), Govt. of India and shall follow prescribed norms under the “Hazardous Wastes” (Management & Handling) Rules, 1989.

14. Time of completion shall be 2 years from the date of issue of Work Order.
15. Contractor shall deploy a competent person(s) at the site all throughout during performance of the work. Any instruction given by the owner to the competent person shall be construed as given to the contractor.
16. The contractor shall carry out various tests, as enumerated in the specifications of these technical documents.
17. The contract price shall be deemed to be 'firm and valid' for the entire duration of the contract, till the completion of work and shall not be subject to any variation due to increase in price of materials, utilities, taxes, duties etc.
18. The documentation and technical data requirement shall be as per the specifications given in the document. (Section-Technical specification for PCP)
19. The procurement, hiring 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 shall be entirely the Contractor's responsibility.
20. Required measurements for As-built drawing shall be executed by the Contractor. GPS co-ordinates shall be collected and mapped for all required locations (CPTRU, TLPs, Anode Ground Bed).
21. The concerned contractor shall provide all Necessary test certificates from OEM for equipment/material used in Cathodic Protection system of mentioned pipelines, if any asked by OIL other than mentioned in the document.
22. Contractor shall raise running bills as per certified measurement sheet in GST Invoice format for the completed work as per the Schedule of Rate terms.
Following documents are to be mandatorily submitted along with every invoice:
 - 1) DGMS quarterly return
 - 2) Letter of undertaking (for Royalty and minimum wages) duly signed by Authorized signatory of Contractor.
 - 3) Employee PF & ESI statements.

(C) TECHNICAL SPECIFICATION FOR CATHODIC PROTECTION SYSTEM

1.0 INTRODUCTION

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

Kumchai field has been identified as a key thrust area for OIL in the upcoming years. As such, it is intended to provide Permanent Cathodic Protection in the mentioned pipelines.

The intent of specification is to cover the following activities for Permanent Cathodic Protection System for pipelines-

- (i) 8" COD pipeline from location Kumchai EPS to location Kusijan (61 KM)
- (ii) 14" and 16" Gas pipeline from location Kumchai EPS to location Kusijan (61 KM)
 - (a) Design, Supply, Installation, Testing and Commissioning of PCP system (Impressed Current Cathodic Protection) of the mentioned pipelines.
 - (b) Soil resistivity survey
 - (c) Close interval potential logging survey, investigations for interference problems (AC & DC) and mitigation of the same.
 - (d) Execution of all associated civil works, erection, inspection, testing and commissioning, performance testing at site.

This specification provides the basic parameters to develop a suitable Permanent Impressed Current Cathodic Protection (ICCP) system for the pipeline/ structures requiring protection.

The work shall be performed in conformity with this specification, standard specifications and installation standards enclosed elsewhere in this tender and code of practices of the Bureau of Indian Standards. In addition, the work shall also conform to the requirements of-

- (a) The Indian Electricity Act and the rules framed there under.
- (b) The regulations laid down by the Chief Electrical Inspector of the state government/ Central Electricity Authority (CEA).
- (c) The regulations laid down by the Factory Inspector.
- (d) The regulations laid down by the Chief Controller of Explosives.
- (e) Any other regulations laid down by the Central, State or Local Authorities from time to time during the execution of this contract.
- (f) OISD Standards
- (g) OIL's Safety Standard

2.0 SPECIAL INSTRUCTIONS TO BIDDERS

2.01 Wherever a material or article is specified or described by the name of a particular brand, manufacturer or trademark, the same shall be understood as establishing the type, function and quality desired. Other manufacturers' products may also be considered provided sufficient information is furnished so as to enable OIL to determine that the products are equivalent to those named.

2.02 The Bidder is advised to visit the site in order to acquaint himself with all the necessary information such as soil conditions, transportation facilities, data of similar pipelines and underground cables & cable trench/corridor in the adjacent

pipe corridor, transmission line/railway line interferences, etc. for proper design and execution of the work. Ignorance of the site conditions will not be accepted as a basis of claim for any compensation whatsoever.

2.03 The Cathodic Protection system also includes certain works related to pipelines such as works in Insulating Joints.

2.04 It shall be the responsibility of the bidder to make necessary approaches wherever required along the pipe routed to execution of work. The bidder shall also take necessary care and precautions so as not to disturb the fields or property located near pipeline corridor during the execution of the work.

Acronym	
ICCP	Impressed Current Cathodic Protection
PCP	Permanent Cathodic Protection
PSP	Pipe to Soil Potential
ICCP	Impressed Current Cathodic Protection
CPTRU	Cathodic Protection Transformer Rectifier Unit
TR Unit	Transformer Rectifier Unit
CTSU	Computerised Test Station Unit
TLP	Test Location Point (Test Station)
QAP	Quality Assurance Plan
QA/QC	Quality Assurance & Quality Control
AJB	Anode Junction Box
CJB	Cathode Junction Box

3.0 DESCRIPTION OF CATHODIC PROTECTION SYSTEM

3.01 It is proposed to provide Permanent type Cathodic Protection (ICCP) system for the buried pipelines/Structure to be protected.

3.02 In Impressed current system, the protective current required shall be supplied by transformer rectifier (T/R) units connected to the electrical main supply and fed into the pipeline by buried impressed current anodes.

3.03 The transformer rectifier units shall be the source of power for the ICCP system. The output of T/R unit shall be automatically varied to achieve the setting of pipeline to soil potential.

- 3.04 Suitable measures as per international practice will be taken to mitigate any interference current and cross currents from any source.
- 3.05 Special protection shall be provided at cased-crossing (Road-crossing/ Rail crossing etc.). The contractor shall provide additional permanent sacrificial anodes for casings / carrier pipes within casings.
- 3.06 Each CP system (station) shall essentially consist of three main components:
- a. Transformer/ Rectifier stations supplying the protective current.
 - b. Impressed current anodes packed with backfill.
 - c. Cables between rectifier, pipeline and impressed current anodes.
- 3.07 Each CP station shall comprise of sets of anode, anode junction boxes, T/R unit, 2 numbers of permanent cells, ground electrodes for grounding T/R unit, anode cables, cathode cable, measurement cables, power cables, etc.
- 3.08 The type of anode and anode bed for the ICCP System shall be in conformance with codes and standards mentioned in the document.
- 3.09 Test stations shall be provided for the ICCP system at specified intervals mentioned for system monitoring and testing.
- 3.10 Remote Monitoring Unit shall be installed, tested and commissioned at specified intervals and as per project specification mentioned in the document.

4.0 SCOPE OF WORK

Permanent Cathodic Protection System

Design, Supply, Installation, Testing and Commissioning of the permanent Cathodic protection system by impressed current method using MMO coated Titanium anodes to protect the external surface of 3LPE Coated pipeline against corrosion for a service life of 25 years, as per mentioned specification of PCP. The scope also includes packing and transportation of materials to site. The detailed length of pipeline as under-

- (a) 8" COD pipeline from location Kumchai EPS to location Kusijan (61 KM)
- (b) 14" and 16" Gas pipeline from location Kumchai EPS to location Kusijan (61 KM).

The scope shall include complete permanent Cathodic protection system, including carrying out the soil resistivity measurement for anode ground beds, design of anode ground beds considering size / rating of anode bed not less than the minimum requirements of the anode ground bed specified, Interference detection and mitigation, AC/DC interference on pipeline and CP System due to proximity of foreign AC/DC source, detection and mitigation of high induced voltage at pipeline due to proximity of HT lines &

etc., close interval potential logging survey for entire length and preparation of commissioning report and As-Built drawings etc.

The broad scope of work shall also cover the following points-

4.01 Preferred Anode Bed Installation shall be as below-

Kusijan/Bordumsa/Kumchai

The anode ground bed shall be truly remote with respect to the Cathodic protected pipeline & other nearby foreign structure/pipeline. For calculating, the remoteness of the ground bed from cathodically protected pipeline and nearby foreign structure/pipeline location NACE latest recommendation shall be utilized & remoteness from both cathodically protected pipeline & nearby foreign structure/pipeline shall be calculated.

4.02 Carrying out the soil resistivity survey for design of anode ground bed at the selected CP station locations. (Necessary data shall be collected to determine the most suitable anode bed location).

4.03 Preparation & submission of detailed document as per the results of surveys, specification & data sheet for procurement of CP System equipment/materials, drawing/document to the Engineer-in charge for review & approval, preparation of site engineering & installation drawings for installation work wherever applicable or required by the Engineer-in-charge, and submit the same for approval and comments.

4.04 Land required for installation of Deep well anode ground bed, AJB and other equipment shall be within the scope of OIL.

4.05 Carrying out detailed engineering of Deep well anode beds for construction at selected locations as per national/ international standard & specification. Anode Ground Bed resistance should be maintained less than 1 ohms.

4.06 In-case of deep-well anode bed, detailed engineering, supply, installation, testing & commissioning of individual anodes of ratings as specified in the document. The bore hole shall be filled by coke breeze in slurry form. The minimum depth of anode bed shall be as per the remoteness calculation and survey data (in general not less than 50m).

4.07 Supply, Installation, Testing & commissioning of Computerized Test Stations (CTSU) for automatically monitoring and recording the pipe to soil potential and other parameters of the pipeline. Locations of CTSU shall be decided during detailed engineering.

4.08 Supply, installation, testing & commissioning of polarisation coupons for the pipeline at marshy areas and at vulnerable locations to monitor the external corrosion activity on the pipeline. The quantity for the same has been mentioned in the document.

- 4.09 Supply, laying, termination, Glanding and ferruling of all the cables of CP system, including all incoming power cable and outgoing CP cables of CPTRU.
- 4.10 Supply, installation & commissioning of permanent references cell each at the proposed locations for CP stations.
- 4.11 Supply including, inspection, packing, forwarding, delivery erection/ installation, civil/ structural support, earthing, testing & commissioning AC operated automatic CP transformer rectifier unit at each CP station confirming to specification mentioned in the document.
- 4.12 Bonding in between pipelines running parallel or crossing as required including taking permission from the owner of the foreign pipeline (if required).
- 4.13 Carrying out Close Interval Potential Logging (CPL) survey for the entire length of mentioned 3LPE coated pipeline.
- 4.14 In case, anode ground bed of foreign pipeline existing within the ROW of proposed pipeline & source of interference to proposed pipeline, the contractor shall relocate the anode ground bed in consultation with owner of foreign pipeline without any extra cost.
- 4.15 The contractor shall carry out interference detection and mitigation measures, AC and DC interference on pipeline and CP System due to proximity of foreign AC and DC source, railway track, existing pipeline running parallel or crosses & other foreign pipeline/structure, detection and mitigation of high induced voltage at pipeline due to proximity of HT line/HT cable (Crossing or Running parallel to the pipeline).

AC Interference study include the phase unbalance current as per the design of the HT line, Fault current (Phase to Phase & Phase to earth), effect of HT line running parallel to the pipeline and discharge of current from the nearest HT tower due to fault, Lightning etc.

Necessary measures shall be adopted to mitigate the stray current interference due to crossings of high-tension line, electrified railway track, existing pipeline/structure in the close vicinity etc. by providing sacrificial anodes, grounding cells, additional CP units, diode station, bonding etc.

The contractor shall carry out close interval potential logging survey for entire length of pipeline.

- 4.16 Earthing of above ground cathodically unprotected pipeline, the earth electrode shall be 65 mm dia, 4.5 mm thickness & 3000mm long.

- 4.17 Supply and installation of the power supply cable from switch fuse unit/ MCC OIL's Electrical substation to CPTRU shall be CP Contractor's scope of work.
- 4.18 The distance between the anode bed & Pipeline shall be as per the remoteness calculation between pipeline & anode bed, successful CP contractor will submit the remoteness calculation of the anode bed based on actual site data.
- 4.20 The CP contractor shall handover interference free CP protected pipeline to the owner.

4.21 Other Miscellaneous Works

- (i) The job includes all civil works including supply of bricks, cements steel etc. connected with grouting of equipment to be installed. The job includes repairing of all civil works damaged during installation of electrical and other facilities.
- (ii) Preparation of buried cable trenches including excavation, back filling, compacting, providing of brick protection by second-class bricks, spreading of fine river sand, including all supplies.
- (iii) CP contractor shall provide Colour code identification for the various CP System cables used in the system with design document for approval.
- (iv) The scope of work under this contract shall be inclusive of breaking of walls and floors, and chipping of concrete foundations necessary for the installation of equipment, materials, and making good of the same. Minor modifications wherever required to be done in the owner free supplied equipment or devices to enable cable entry, termination, etc.
- (v) Checking of all connections, i.e. power, control, earthing and testing and commissioning of all equipment erected and/or connected under this contract as per testing procedures and instructions of Engineer-in-Charge.
- (vi) All electrical equipment are to be doubly earthed by connecting two earth wires from the frame of the equipment to be earth grid. The cable armours will be earthed through cable glands.
- (vii) The following shall be earthed:
All non-current carrying metallic parts of electrical equipment such as lighting and power panels, push button stations, cable trays etc.

Contractor to note that the exact cable routing shall be decided at site based on actual site conditions. Exact cable quantities/sizes shall be based on actual measured route lengths at site by Contractor in coordination with Engineer-in-Charge/Client.

- (viii) Before performing any welding job (Thermit weld/pin brazing) in the mentioned pipelines, proper calibrated explosivemeter shall be used in the workplace.
- (ix) Proper barricade shall be provided by the contractor at the place where job shall be performed during construction activities of the CP system.
- (x) Electrical resistance probes and instruments shall be used by the concerned contractor to determine metal loss from corrosion by the electrical resistance method in areas where measurement of the same is required. (Combined decision to be taken by the owner and the concerned contractor).
- (xi) Supply and installation of all other accessories not specifically mentioned herein but nevertheless necessary for completion of job.
- (xii) Obtaining clearance for energising the complete electrical facilities covered under this tender and approval of installation/drawings from Govt. authority if required.
- (xiii) Test certificates, catalogues, vendor drawings, installation, operation and maintenance manuals for all equipment/materials in contractor's scope of supply.
- (xiv) All civil work related to the CP work is in scope of the CP contractor.
- (xv) Co-ordination with other Contractors/Pipeline contractor.
- (xvi) Correction and submission of As- built drawings.
- (xvii) The necessary permissions required for the bonding etc. for the interference mitigation (From Water works Departments/ Boards, Railways & Other pipeline owners) shall be obtained before taking mitigation measures, is in the scope of contractor & the same will be handed over to OIL after commissioning of CP system.
- (xviii) The vendor shall guarantee that the performance/ function of the CP system installed shall be strictly in accordance with and conforming to the codes specified and shall perform the specified duties as per the performance criteria.
- (xix) Functional Guarantee

Functional guarantees shall be in respect of the entire cathodic protection system including material supplied and utilized in the CP system.

The functional guarantees for Cathodic Protection system after allowing for applicable tolerances as per codes shall be demonstrated by the contractor to OIL.

On successful completion of initial operation, the systems and equipment shall be subjected to functional guarantee test and parameters shall be verified during the test.

5.0 (I) THIRD PARTY INSPECTION AGENCY

Contractor shall appoint anyone of the following TPIA for inspection purpose, wherever required as per contract document. The third party inspection of equipment /items will be carried out by any of the TPI agencies indicated below:

- a. M/s Lloyds
- b. M/s Bureau Veritas
- c. M/s RITES
- d. M/s I.R.S
- e. M/s DNV-GL

Apart from inspection by TPIA, inspection may also be performed by OIL's personnel. The cost for third party inspection shall be under the scope of the contractor.

(II) QUALITY ASSURANCE, INSPECTION AND TESTING

- a. All the equipment supplied by the contractor shall be inspected by the Owner or their approved inspection agency (TPI) at the manufacturer's works prior to despatch. The equipment will be inspected as per the tests pre-identified in the approved QAP to ensure conformity of the same with relevant approved drawings, data sheets, specifications, National/International standards. OIL approved TPI shall be arranged by the CP contractor for the testing of the material/equipment at the vendor works.
- b. Performance tests of any equipment which cannot be conducted/ demonstrated either partially or wholly at the manufacturer's work, shall be conducted after erection at site in the presence of Owner & their inspection agency. In all the cases, prior approval of the same shall be obtained.
- c. In case of waiver category of items, the same shall be pre-identified. For such items, the contractor shall furnish necessary certificates, test reports etc. for Review/Approval to Owner/Inspection agency. The issue of Inspection Certificate/Waiver Certificate for any equipment or component thereof does not absolve the contractor from his contractual obligations towards subsequent satisfactory performance of the equipment at site. Should any equipment be found defective, in whole or part thereof after

- receipt at site or during erection/commissioning and testing shall be rectified/changed by contractor free of cost.
- d. Contractor shall submit test plan for the equipment with four-week advance notice.
 - e. The following equipment/items shall be tested and inspected by OIL/TPI at manufacturer's works before dispatch. Test certificates duly signed by OIL shall be issued by the contractor as part of the final document.
 - Hazardous area equipment
 - CP TRU

6.0 TESTING AND COMMISSIONING

- a) The successful bidder shall submit detailed installation, site testing & commissioning procedure with time schedules for Review/Approval to Owner.
- b) The successful tenderer shall provide adequate supervisory/ skilled personnel and all tools and tackles, testing equipment and instruments required for complete checking of installations and testing and commissioning of all equipment and accessories
- c) All the tests shall be conducted in the presence of Owner/Engineer-in-charge or his authorized representative unless he waives this requirement in writing.
- d) The testing and commissioning of all equipment is under the scope of the contractor & shall be carried out in accordance with the latest edition of relevant Indian Standards, International Standard NACE standards and IE Rules.
- e) On successful completion of erection of each item /equipment, a final inspection will be carried out at site by Owner's representative, for correctness and completeness of erection.
- f) Holiday testing shall be carried out after completion of Thermit Weld /Pin brazing in the mentioned pipelines.
- g) After the completion of all tests and rectification of all defects pointed out during final inspection, start- up trials would be commenced. During the start-up trials contractor shall provide skilled / unskilled personnel and supervision round the clock at his cost. The number and category of workmen and duration up to which required, will be decided by the Engineer-in-charge. Any defects noticed during the start -up trial relating to the equipment supplied and work carried out by the Contractor, will be rectified by the contractor at his own cost.

- h) Any work not conforming to the execution drawings, specifications or codes shall be rejected forthwith and the contractor shall carry out the rectification at his own cost.
- i) After the operating conditions are fully achieved for CP system and the other requirements as stated in the General and Special Conditions of Contract are fulfilled, the contractor would be eligible for applying for a completion certificate.

7.0 DOCUMENTATION

The following drawings and documents shall be submitted for approval within 3 weeks of issue of Work order-

- a) Various Procedures of CP system Installation like- Soil survey for PCP, Thermit weld, Pin Brazing, Sacrificial anode (Zn/Mg/Ribbon) installations, Test stations & Junction Boxes installation, Cable laying, Installation of polarization cell, External ER probe, Surge diverter & grounding cell, connection & sealing of sacrificial anode, Earthing of above ground pipeline, anode ground bed, CP units etc.
- b) Detailed calculations of PCP system.
- c) Equipment layout, Cable layout & schedule.
- d) Construction drawing for fencing of anode bed & AJB.
- e) Colour code identification for the various CP System cables used in the system
- f) Procedures for Various Post commissioning surveys (CIPL etc.)
- g) Procedure for AC & DC interference detection & mitigation.
- h) Procedure for field testing, pre-commissioning & commissioning of PCP.
- i) Procedure for Monitoring & maintenance of CP system.
- j) Detailed design of Anode ground bed, typical lay out drawings for Anode bed connection & installation for CP system.
- k) Equipment layout, Cable layout & schedule.
- l) TLP's & junction boxes installation & erection details drawings.
- m) Incorporation of Anode bed, Polarisation cell, surge arrester, TLP, Junction boxes & other relevant feature in CP system design in Alignment sheet, pipeline route diagram & Plot plan.
- n) G.A. of CPTRU.
- o) Schematic
- p) Pre-packed anode details, Test stations connection diagram.
- q) All constructional drawings of equipment.
- r) Various installation procedures & Erection Methodology.
- s) Conceptual system design
- t) O&M Manuals

8.0 PROJECT SCHEDULE AND DAILY REPORT FORMAT

After the award of work order, the contractor shall submit an overall project schedule clearly indicating the major milestones and interrelationship/ interdependence between various activities. The daily

report format shall be provided by Engineer-in Charge of OIL for monitoring of the project.

9.0 DESIGN BASIS OF CATHODIC PROTECTION SYSTEM

Codes and Standards

The system design, performance and materials to be supplied shall, unless otherwise specified, conform to the requirements of the following latest relevant applicable specifications.

- a) NACE Standard RP-0169
- b) NACE Standard RP-0177
- c) NACE Publication
- d) IS 8062
- e) BS 7361 Part – I
- f) VDE 0150
- g) ASTM Standards
- h) IS/IEC: 60079
- i) IS/IEC: 60529
- j) IS:1554 Part-I
- k) IS:7098 Part I
- l) OISD standards
- m) IEC standards
- n) PNGRB Guidelines
- o) PESO Norms
- p) API Safety Norms

Permanent Cathodic Protection Design Criteria

Reference Electrode	Protection potential of steel	
	Instantaneous 'Off' Potential, mV (minimum protective potential)	Instantaneous 'Off' Potential, mV (maximum protective potential)
Cu/CuSO ₄	-850 mV	-1200 mV

Protection criteria

As per NACE SP0169,

- a) Negative polarised potential of at least -850 mV relative to a saturated copper-copper sulphate reference electrode (Instant-off potential).
- b) A minimum of 100 mV of cathodic polarisation between the structure surface

and a stable reference electrode contacting the electrolyte. The formation or decay of polarisation can be measured to satisfy this criterion.

A positive potential swing of 100mV or more shall be considered as sufficient to indicate the presence of an interaction/interference situation requiring investigation & incorporation of mitigation measures by contractor.

Cathodic Protection design parameters

Description	Parameter
Design Life for CP System	25 Years
Safety Factor	1.3
Anode Utilization Factor	0.85
Pipeline Natural Potential	(-)0.45 V
Minimum Polarized potential	(-)0.85 V
Maximum Polarized potential	(-)1.20 V

Area classification

Classification of hazardous area will be in accordance with BIS and IS: 5572. All electrical equipment installed in hazardous area will be selected as per IS: 5571.

Power supply details

Providing power supply source shall be in the scope of OIL.

10.0 PERMANENT CATHODIC PROTECTION SYSTEM

The highlights of the PCP system are as below:

- Type of CP system: Permanent using Impressed Current Cathodic Protection
- Minimum Protection Current Density: 50 micro-A/m² as all the pipelines are coated with Three Layer Polyethylene (3LPE) coating
- Type of Anode Bed: Deep well
- No. of Anode ground beds: 2
- Type of anodes for anode ground bed: Mixed Metal Oxide Titanium (MMO)-Tubular
- Dimensions of Anodes: 25 mm (Dia) x 1000 mm (Length) (Current Output: 8 Amps per anode)
- No of MMO anodes in each Anode Ground Bed: 10 no
- No. of CP Stations: 2

- No. & Type of Power Supply: 2 Nos. of AC operated TR Unit/Air cooled type (48V/25A)
- No. of Permanent Reference Cell: 4 Nos. in CP stations location
- Nos. of Anode Junction Box: 1 each at CP station
- Nos. of Cathode Junction Box: 1 each at CP station
- Type of Permanent Reference Cell: Cu/CuSO₄ for soil applications
- Types of Cables: Annealed high conductivity, tinned, stranded Copper Conductor, PVDF and HMWPE insulated, HMWPE sheathed
- Cable to Pipe Connection: Thermit Weld Method / Pin Brazing Method.
- Computerised Test Station Unit (CTSUs): 1 set
 - (i) Supply and installation of RMU-CTSUs: 6 No.
 - (ii) Supply and installation of RMU-CTSUs reader: 2 No.
 - (iii) Supply and Installation of RMU-Software: 1 No.
- Close Interval Potential Logging: shall be carried out

(a) Bonding of pipeline

- (i) 8" COD pipeline from location Kumchai EPS to location Kusijan (61 KM)
- (ii) 14" and 16" Gas pipeline from location Kumchai EPS to location Kusijan (61 KM).

Pipelines crossing/running parallel throughout the ROW will be bonded at test stations using a resistor and shunt. Bonding will be provided every 10km with the existing TLP available. Before bonding, sufficient thickness is to be ensured for Thermit / Pin Brazing in the existing old pipelines as safety is a major concern.

(b) CP system for pipelines

Presence of TRUs at location Kusijan/Bordumsa/Kumchai etc. shall provide an optimum current distribution over the pipelines. Necessary soil resistivity test shall be carried out at required locations for design of CP system.

Any other location proposed for CP station by the contractor shall be forwarded to Engineer-In-charge of OIL for approval.

(c) The system shall include the following major equipment-

- CP stations
- CPTR unit (Cathodic Protection Transformer Rectifier Unit)
- Anode ground beds and anodes.
- Anode lead junction box.
- Test stations.
- Permanent reference cells.
- Solid-state polarisation cell/ surge diverter/ grounding cell.
- CP system at cased crossing.
- Corrosion coupons for external corrosion monitoring.
- Bonding Stations.
- CTSU (Computerised Test Station Unit)

- Cables & Cable markers.
- Cathode Junction Box.

(d) System Requirements:

(i) All equipment shall be new and procured from approved reputed manufacturers. Equipment requiring specialised maintenance or operation shall be avoided as far as possible. Prototype equipment shall not be accepted. Make and construction of all materials shall be subjected to owner's approval.

(ii) As far as possible, equipment including test stations, anode lead junction boxes etc. shall be located in safe non-hazardous areas. However, equipment to be installed in hazardous areas shall be of flameproof type confirming to IS: 2148, IS: 5572, IEC: 79 & API 500C.

(i) All flame proof equipment/materials manufactured in India should be certified by CMRI or any other recognised testing body & BIS marked.

(ii) As far as possible, availability of nearby low resistivity areas for location of associated ground beds must be ensured while selecting the locations of CP stations

(iii) Cathodic Protection Transformer Rectifier Unit (T/R Unit) working on controlled rectification principle shall supply power for cathodic protection system. The T/R unit shall be provided at CP stations where reliable AC power supply is available and specified in project Specification.

(iv) The design, internal component quality, ratings and layout of components shall ensure high MTBF and low MTTR. The T/R unit shall conform to OIL's specification and datasheet of CPTRU.

(v) Each CP station shall have an independent anode ground bed. Ground bed shall be located electrically remote from the pipeline. The anode bed shall at least be 100 metres (approx.) away from the pipeline and foreign pipelines/ structures. The anodes installed in the ground shall be located in perennially moist strata, wherever possible. Horizontal ground beds shall be at right angles to the pipeline, as far as possible. The location of ground bed shall be checked and ensured for remoteness from the pipeline and other buried foreign pipelines/ structures, building foundations, switchyards, electrical earthing systems etc. In cases, where minimum distance is not maintained between pipeline and foreign underground structures, necessary mitigative measures like providing concrete wall, HDPE sheet etc. shall be looked into by the concerned contractor.

(vi) All MMO Anodes to be placed in Petroleum coke breeze in Shallow-Horizontal/Vertical or Deepwell configuration as per design for 25 years of protective life.

- (vii) Each CP station shall have an independent anode ground bed. Ground bed shall be located electrically remote from the pipeline. The anode bed shall at least be 100 metres (approx.) away from the pipeline and foreign pipelines/ structures. The anodes installed in the ground shall be located in perennially moist strata, wherever possible. Horizontal ground beds shall be at right angles to the pipeline, as far as possible. The location of ground bed shall be checked and ensured for remoteness from the pipeline and other buried foreign pipelines/ structures, building foundations, switchyards, electrical earthing systems etc. In cases, where minimum distance is not maintained between pipeline and foreign underground structures, necessary mitigative measures like providing concrete wall, HDPE sheet etc. shall be looked into by the concerned contractor.
- (viii) All MMO Anodes to be placed in Petroleum coke breeze in Shallow-Horizontal/Vertical or Deepwell configuration as per design for 25 years of protective life.

11.0 SOIL RESISTIVITY SURVEY

This specification covers Soil Resistivity and other cathodic protection related data collection along right of way of the pipelines.

Codes and Standards

Equipment and measurement techniques shall unless otherwise specified, conform to the requirement of following latest applicable standards:

BIS Specifications

BS Specifications and Codes of Practice

NACE TM0106:2006 [Detection, Testing, and Evaluation of Microbiologically Influenced Corrosion (MIC) on External Surfaces of Buried Pipelines] NACE standards.

Peabody book on control of pipeline corrosion

Soil Resistivity Survey

For design of Permanent CP deep well anode ground beds two or more ground bed plots may be required to be selected for soil resistivity survey at proposed anode bed location. Depth of soil resistivity shall be as per type of anode ground bed.

For Deep well anode bed-1, 3, 5, 7, 10, 15, 20, 25, 30, 35, 40, 45, 50...metre as per depth of anode ground bed.

Soil layer resistivity shall be calculated from soil survey results to enable to know the layer resistivity and to compensate the averaging effect of Wenner's four-pin method.

Care shall also be taken that the observations are not influenced by presence of other earth currents in the area especially in the vicinity of HT lines and plants using earth return in their source of power etc.

All measurements shall be made and recorded in metric units. While recording the data reference to the nearest point shall be made. To provide visual representation of variations in the resistivities along right of way, values shall be plotted on semilog graph sheets. The resistivity graph shall also indicate the resistivities at additional depths measured at various locations.

All the river creek beds and other major water crossing/ marshy lands, swamps should be so chosen for resistivity observations so as to obtain resistivity of the soil at river/ creek beds or marsh lands.

At crossings where temporary cathodic protection has been arranged, soil resistivity measurement shall be carried out. Also, any other location pointed out by the owner, soil resistivity measurement shall be carried out by the concerned contractor.

12.0 ADDITIONAL DATA COLLECTION

The following data shall be collected with a view to generate design data of evaluation of cathodic protection interaction possibilities due to presence of other services in right of way and its vicinity.

- a) Route and types of Foreign Service/ pipelines in and around, running parallel or crossing the right of way.
- b) Diameter, wall thickness, pressure, soil cover etc. of the foreign pipeline.
- c) Foreign pipeline coating details.
- d) Details of existing cathodic protection systems protecting the services including rating and location of grounds bed, test station locations and connections schemes etc. Where pipeline is likely to pass close to any existing ground bed, necessary anode-bed potential gradient survey shall be carried out.
- e) Interference remedial measures existing on foreign pipelines/ services/ shall be collected from the owner of the foreign pipeline/ services.
- f) Graphical representation of existing structure/ pipe to soil potential records, Transformer Rectifier Unit/ CP Power source voltage/ current readings.
- g) Possibilities of integration / isolation of the proposed pipeline CP System with foreign pipeline / structure CP System, which may involve negotiation with owners of foreign services.
- h) Crossings or parallel running of any H.T. AC/ DC overhead line with in approximately 25 metre from ROW along with details of voltage rating, fault level etc.
- i) Voltage rating, phases and sheathing details of parallel running or crossing of underground cables with ROW.
- j) Crossing and parallel running of electrified and non-electrified railway tracks along with details of operating voltage and type (AC/ DC) as well as abandoned tracks near ROW having electrical continuity with track in use.

- k) Information on existing and proposed DC / AC power sources and system such as electric substations / earthing stations, fabrication yards with electric welding in the vicinity of the entire right of way.
- l) Major river / canal crossings.
- m) Major cased crossings.
- n) Any other relevant information that may be needed in designing and implementing of proper cathodic protection scheme for the proposed pipeline.
- o) Unless otherwise mentioned, contractor shall conduct necessary potential gradient surveys for any existing anode ground beds that may interfere with the CP system of the pipelines covered under this project.

On completion of all the field work, an interim report incorporating results generated from surveys, additional data collected etc. shall be submitted for comments/ approval. The final report incorporating comments/ missing data shall be furnished for records. The report along with various drawings, graphs etc. prepared in connection with the work shall be submitted by the concerned contractor.

13.0 ANODES AND BACKFILL

Anodes shall be of MMO coated titanium anode along with tail cable (Factory jointed) of sufficient length for termination upto the junction box without any joint.

MMO coated titanium anodes

MMO coated titanium anodes and backfill shall conform to ASTM standards.

MMO coated titanium anodes shall be of pure Ti substrate. The MMO anodes shall be centre connected sealed tubular type & dimensionally stable.

Specification for MMO Anodes

Mixed Metal oxide coated LIDA tubular anodes (1000 mm long x 25 mm dia.) each 8A output (For 35 years) shall be provided with adequate lead cable connected to it so as to reach anode junction box without any intervening joint.

Anode Base Material	Titanium Tube – ASTM Grade –I
Anode Diameter	25.4mm O.D +0.40mm /- 0.79 mm
Anode Length	1000mm +/- 5 mm long
Anode Weight	0.280kg/m +/- 0.028kg/m
Individual Anode current output	8 Amperes
Anode Operating Current Density	100 Amp/sq.m
Anode Consumption Rate	1 mg / Amp- Yr

Coating Resistivity	6 x 10 ⁻⁵ Ohm-cm
Contact Resistance/Electrical Continuity	1 Milli Ohm (Max)
Anode Coating Thickness	More than 6 gms/m ²
Coating Deposition Method	Thermal Decomposition
Anode Tail Cable Conductor	Copper
Anode Tail Cable Cross Section	10 sq. mm
Anode Tail Cable Type	PVDF insulated & HMWPE Sheathed stranded tinned copper
Anode to Cable Connection	LIDA patented crimp connection and end sealing
Total Anode tail Cable Length	As per site Measurement
Make	De Nora India Limited, Magneto Special Anodes, TI Anode or Approved Equivalent

The Guaranteed Technical Parameters of MMO anodes i.e., Current density, consumption rate (max. specified), rated current output, shape, dimension, physical & mechanical property, thickness of coating of noble meta shall be as per manufacturer's specification/data sheet & Contractor shall submit routine & type test report for the anodes.

The anode shall be hollow type centrally connected or solid type end connected, cable to anode joint shall be reliable and adequate for design life of anode.

Sheet steel anode canisters of adequate size shall be provided for each anode in anode bed. Anode canisters shall be filled with petroleum coke breeze with a chemical composition as given below: -

Specification for calcined petroleum coke breeze is as given below:

CHEMICAL COMPOSITION:	
Moisture, Volatile (On Dry Basis), Ash and Sulphur	2% (% By Mass)
Fixed Carbon	98% Minimum
Bulk Density	822 Kgs / M ³
Real Density	2.03 gm / cc

Porosity	40%
Resistivity	0.1 Ohm Cm at 150 PSI
Particle Size	(-) 1.0 mm Max Dust Free
Make	India Carbon, Goa Carbon Limited or Approved Equivalent

The deepwell anode ground bed details shall include the details of anodes, deepwell casing, anode positioning, anode cable supporting, deepwell gas venting, active, passive portions of ground bed etc.

Anodes shall be supplied complete with tail cables which shall be long enough for termination on their associated junction boxes without intermediate joints. Exact lengths and termination details shall be indicated in construction drawings by Contractor.

Anode bed separation from pipeline shall be tested for interference.

Potential gradient around the anode bed shall be within safety requirements and its effective boundary shall be defined and secured.

In case two parallel pipelines running in the same ROW, the anode ground beds of respective pipelines shall be located on the respective sides of the pipelines.

The depth of deepwell anode ground bed shall be sufficient enough to reduce anode influence on incidental structures within proposed location.

14.0 ANODE JUNCTION BOX

Construction: Cast Aluminium alloy LM-6

Type of enclosure: Ex-d, Zone I/II

Area classification: Gas group IIA/IIB Protection

Class: IP-66

Temperature class: T6

Gasket: Neoprene/ Silicone

Rubber plate: 1 no. 10mm thick phenolic plate

Cable entry: as per requirement

Earthing: 1 no. inside and 2 no outside

Finishing: Epoxy coated as per shade RAL-7031

Name/tag plate: Warning label as per IS/IEC

Anode Junction Box: 480 X 480 X 200 mm

Tinned Copper busbar: 25 X 5 mm

Manganin shunt: 10 A/100mV

Tinned Aluminium/Copper lug (M10)

M10 fixing bolt with double nuts and washer

GI base plate

M12, anchor bolts with nuts and washer

Resistor: 1 ohm/100W

Insulation level in between terminals and body: 2 kv for 1 minute at 50 Hz

15.0 CATHODE JUNCTION BOX

Cathode Junction Box (480 X 480 X 200 mm)

Phenolic laminated terminal plate 10mm thick

Tinned copper busbar (25 X 5 mm thick)

Manganin shunt (50A/50mV)

Aluminium double compression gland

Earth stud

Tinned Aluminium/ Copper lug M10 fixing bolt with nuts and washers

M-12 anchor bolts with double nuts and washers

Protection class – IP66

Type of Enclosure- Ex d, Zone

2/Group IIA/Group IIB

Construction material- Cast

Aluminium alloy LM-6

Paint shade-RAL 7031

16.0 TEST STATIONS

Test stations shall be provided along the pipeline ROW for monitoring the performance of the cathodic protection system at intervals not exceeding 1000 meters. The type of test stations (A, B, C, D, E, F, H or combination of any) shall be as per site requirement/terrain. In addition to above, test stations shall also be provided at the following locations: -

1. At the location of anode ground beds.

2. At metallised road crossings.
3. At all Insulating Joints.
4. At tap-off station, at receipt station.
5. At HV/HV, AC/DC overhead line crossings and selected locations where EHV/HV overhead line is in vicinity of the pipeline.
6. At vulnerable location with drastic change in soil resistivity.
7. At both sides of major river crossings.
8. At location of surge diverters, grounding cells and polarization cell.
9. In the vicinity of DC networks or grounding system where interference problems are suspected.
10. At location of cable crossing
11. At crossings of other pipelines/structures.
12. At both sides of cased crossings.
13. At any other locations considered vulnerable/locations where interference is expected.
14. At railway line crossings and at selected location along lines running parallel to the pipeline.
15. At the location of Sectionalizing Valve Station and Intermediate Pigging Station.
16. At any other locations considered necessary by owner/owner's representative.
17. At high voltage crossing or along routes where HV cables are running parallel.
18. At the locations of reference cell.

All test stations shall be provided with shunt & resistors.

Bond stations shall be provided at required locations with shunt and resistor as a means to monitor and control current flow between the pipeline and foreign pipelines / structures / electrified railway tracks etc. that crosses and runs parallel to the pipeline in common ROW or within 25 metre from the pipeline.

Test stations with current measuring facility shall be provided at interval not exceeding 10 KM, at each intermediate CP station drainage point (to measure pipeline current on any one side of pipeline from drainage point), at interference prone areas, on both sides of major river crossings, marshy areas and at least at two additional locations along the pipeline ROW between two CP stations.

All test stations shall have weatherproof enclosure, with hinged lockable shutter with two Allen key locks and degree of protection IP-55 with epoxy coating (Inside & outside surface). Enclosure shall be made of sheet steel of at least 3 mm thickness and shall be suitable for MS post mounting. The test station shall be suitable for design life of CP system.

Test station shall be installed with the face of the test station facing the pipeline.

The nameplate of test stations shall carry the following minimum information:

- Test station number
- Chainage in Km.
- Test station connection scheme
- Distance from pipeline in metres.
- Direction of product flow.

Number of terminals and different schemes of wiring shall be as per the test station connection scheme sketch. Minimum twenty percent (20%) spare terminals shall be provided in each test station.

Test station for HT line crossing shall be installed approx. 100-500 m away from the HT line.

The location of all the test station shall be marked with their connection scheme and other relevant information on alignment sheets. A detailed test-station schedules shall be prepared. The specification for TLP (small) and TLP (Big) is as given below:

17.0 CABLES AND CABLING SYSTEM

PCP cables - Cables shall be annealed high conductivity, 1100 V Grade	
i)	1C X 6 sq. mm -armored for potential measurement and ref cell.
ii)	1C X 10 sq. mm- unarmored for anode tail cable.
iii)	1 C X 25 sq. mm – armored bonding/grounding etc.
iv)	1 C X 35 sq. mm - armored for anode and cathode header cable
v)	3C X 10 sq. mm armored for CPTR unit incomer cable
vi)	Multicore, FRLS, 1.5 sq. mm, 8/12 pair, twisted pair, armored signal cables as per IS/BS for reference cell etc.

a) MMO Anode tail/lead cable (Size 1Cx10 Sq. mm)-

Anode tail/lead cable shall be 1Cx10 Sq. mm size, annealed high conductivity tinned stranded copper conductor (7 Strands), PVDF insulated (Thickness 0.040 Inch), HMWPE sheathed/Jacket (Thickness 0.065 Inch), un-armoured.

b) Anode & Cathode Header Cable- (Size 1Cx35 Sq. mm)-

Anode & Cathode Header Cable shall be 1Cx35 Sq.mm size, annealed high conductivity tinned stranded copper conductor, XLPE insulated, PVC sheathed, FRLS, 1.1kV Grade armoured cable as per IS: 7098.

c) CPTRU Input Power Supply Cable - (Size 3Cx10 Sq. mm)-

CPTRU Input Power Supply Cable shall be 3Cx10 Sq. mm size, annealed high conductivity tinned stranded copper conductor, XLPE insulated, PVC sheathed,

FRLS, 1.1kV Grade armoured cable as per IS: 7098 for Single Phase TR Units and 4 core type for 3 phase TR units.

- d) Measurement cable & Permanent Reference cell tail cable- (Size 1Cx6 Sq. mm)-
- e) Measurement cable & Permanent Ref cell tail cable from Pipe to CJB & CJB to CPTR Unit shall be 1Cx6 Sq. mm size, annealed high conductivity tinned stranded copper conductor, XLPE insulated, PVC sheathed, FRLS, 1.1kV Grade armoured, screened cable as per IS: 7098.
- f) The colour of outer sheath of the cables shall be as per the Scope of work/Design Basis and outer sheath should have marking of "CP system Cable" in each one-meter interval by black colour for identification purpose.
- g) The cables for connecting various transducers from TR unit to telemetry interface junction box shall be twisted pair with individual pair shielded and overall shielded with aluminium backed by polyester tape, PVC sheathed, armoured, PVC over all sheathed type.

Panel Cabling and cable glands:

Adequate space shall be provided inside the panel for termination of cables. Termination shall be performed using crimped lugs. Tags with cable numbers engraved on it shall be attached to each cable at both ends. Cable glands shall be double compression type of Nickel/ Chromium plated brass. The lugs shall be of tinned copper. Phases of AC power cables shall be identified with red, yellow, blue PVC adhesive material.

The armour of the cables from pipeline to CP station (potential measurement, reference cell & drainage cables etc.), CP station to ground bed (anode cable) and test station to pipeline shall be earthed only at one end of the cable to avoid armour carrying CP current.

Installation

Cable Laying:

- (i) Cables shall be laid in accordance with approved layout drawings to be prepared by the contractor. No straight through joint shall be permitted in a single run of cable. Cable route shall be carefully measured and cables cut to required length. Enough slackness in cable shall be provided near anodes, AJB, test stations, pipelines etc to account for any settling.
- (ii) All cables inside station/plant area shall be laid at a depth of 0.75 M. Cables outside station/plant area shall be laid at a depth of 1.5m. Cables shall be laid in sand under brick cover and back filled with normal soil. Outside station/plant area, the routes shall be marked with polyethylene cable warning mats placed at a depth of 0.9 metre from the finished grade.

- (iii) In case of above ground cable installations, all un-armoured CP cables shall be laid in GI conduits of sufficiently large size.
- (iv) All underground unarmoured cables shall run through PE sleeves. Distant measurement cables and permanent reference cell cables routed along the pipeline shall be carried at the top of the carrier pipe by securely strapping it with adhesive tape or equivalent as required
- (v) RCC or GI pipes of proper size shall be provided for all underground cables for road crossings.
- (vi) Cables shall be neatly arranged in trenches in such a manner that criss-crossing is avoided and final take-off to equipment is facilitated
- (vii) Cable marker & tags (at both end) shall be provided to mark the cable route.
- (viii) Cable crossing with Underground pipeline, all cables shall be placed above underground pipeline (Below underground pipeline is not permitted)

18.0 CABLE TO PIPE CONNECTIONS

All cable connections to the pipeline including charged foreign pipelines shall be made by an approved (by owner) exothermic process. A suitable water proof sealing system of the cable connections shall be made which will be compatible with parent coating system of the pipeline after exothermic process. The resistance of cable to pipe at pin brazing/ thermit weld connection point shall not exceed 0.1 ohm.

After the Thermit welding / Pin Brazing has been done, the exposed area shall be completely covered with plastic funnel and sealed with mastic/M-seal then the funnel is filled by two-part epoxy. This method shall provide the total encapsulation

For charged pipeline, pin-brazing shall be used. Eutectic solder shall not be accepted for charged or non-charged pipeline. Pipe coating shall be repaired after connection of cable to pipeline. The coating repair material shall be compatible with original coating and shall prevent ingress of water along cable surface and at the interface of coating repair with original pipe coating.

Holiday test shall be performed after each pin brazing/thermit weld connection on pipes.

19.0 CATHODIC PROTECTION TRANSFORMER RECTIFIER UNIT (CPTRU)

Cathodic Protection Transformer Rectifier Unit (T/R) working on controlled Rectification principle is intended to supply power to cathodic protection system for underground pipelines. This specification covers the

requirements for the design, manufacture, testing, delivery to site and commissioning of the T/R Unit (as specified in data sheet).

In general, the equipment covered by this specification shall, unless otherwise specified, be in line with the requirements of any of the latest applicable standards of:

IS:13947	:	Specification for low voltage switchgear & control gear
IS:12021	:	Control transformer for switchgear & control gear
IS:5469	:	Code of practice for use of semiconductor junction devices
IS:3700	:	Essential rating & characteristics of semiconductor devices
IS:1248	:	Analogue electrical measuring instruments
IEC:60947	:	Low-voltage switchgear and control gear

In case of imported equipment, standards of the country of origin shall be applicable if these standards are equivalent or stringent than the applicable Indian standards.

The equipment shall also confirm to the provisions of Indian Electricity rules and other statutory regulations currently in force in the country.

The T/R unit shall be suitable for installation in non-air-conditioned restricted ventilated room in locations having generally warm and dusty atmosphere.

CPTR unit shall be capable of continuous trouble-free operation at full load rating specified. The design & manufacturing of unit shall have highest grade workmanship. Inter changeability must be guaranteed for the similar type equipment/Parts & material.

Constructional Features

- a) Sheet steel clad, floor mounted, freestanding design.
- b) Hinged lock shall be provided at front & back
- c) Suitable lifting arrangement shall be provided.
- d) Hinged doors shall be provided at front & back side.
- e) Panel designation with screwed nameplate shall have letter not less than 2.5mm high.
- f) Device identification on front door and inside the panel shall be of non-rusting metal.
- g) All metal parts of the panel to undergo surface treatment that includes cleaning, chemical degreasing, pickling in acid, cold rinsing, phosphating and passivating followed by spraying with two coats of epoxy-based primer and two coats of epoxy-based paint/powder coating of approved colour (By owner) & shade.

- h) Natural Air (AN) cooled type (Louvered openings for natural ventilation may be provided with wire mesh).
- i) All wiring shall be ferruled at both ends for identification of connection.
- j) Space heaters shall be provided inside the unit to prevent the moisture condensation.
- k) Earth busbar shall be provided throughout the length of unit & all non-current carrying metallic parts & installed equipment shall be earthed by this busbar.
- l) CPTR unit shall be doubly earthed, and all doors & movable parts shall be earthed by means flexible cu wire connected to earth bus bar.
- m) Suitable nameplate of Anodised AL shall be provided for all panel mounted equipment, lamps, indications, switches, meters etc.
- n) All live parts shall be shrouded for safety purpose.

Performance Requirements

The T/R unit shall be a D. C. Voltage / Current controller operating on controlled Rectification principle. Input power supply as mentioned in data sheet shall be converted into a continuously variable / adjustable output voltage/current by the control of duty cycle of conduction of the power semiconductor device. The T/R shall have two distinct modes of operation as below:

a) Manual Mode

In manual mode, the output voltage of T/R unit shall be continuously adjustable over the entire rated output voltage range. The set output voltage shall remain constant irrespective of output current. Current limit feature shall be provided in this mode of operation. The current limit shall be continuously adjustable from zero to rated output current.

Constant Voltage Mode- In this operation the output current limit set to the maximum value. The output voltage shall be varied irrespective to the output current demand. The set value of output voltage shall be maintained constant till maximum output current limit is reached by controller, after that output voltage shall decrease to maintain the current constant.

Constant Current Mode- In this operation the output voltage limit set to the maximum value. The output current shall be varied irrespective to the output voltage. The set value of output current shall be maintained constant till maximum output voltage limit is reached by controller, after that output current shall decrease to maintain the voltage constant.

b) Auto Mode

In this mode of operation the output of the T/R unit shall operate in an external closed loop with pipe-to-soil potential (PSP) in feedback loop. The T/R unit shall adjust the output voltage so that the PSP as measured by reference cell always remain equal to the set potential. The set potential shall be continuously adjustable over the specified range.

T/R unit shall be designed to operate with three number of reference cells as specified in data sheet. T/R unit shall automatically select the reference cell having less negative potential than the others and use the same for auto PSP control (e.g. (-) 0.7 V is less negative than (-) 0.8 V).

In case of open circuit or short circuit or potential being less negative than a minimum set potential for the controlling reference cell, the T/R shall sense these conditions as reference cell failure and shall automatically switch over to the other healthy reference cell for control. If fault occur in all the reference cells (All reference cell fail), the output voltage of the T/R unit shall adjust automatically to a preset value which shall be adjustable.

In no case shall the maximum PSP be allowed to exceed the specified maximum potential in any combination of circumstances. (The maximum potential is the maximum PSP measured by any of all the connected non-faulty ref. Cell).

T/R unit shall continuously monitor the PSP and necessary annunciation shall be provided in case of PSP either exceeding the specified maximum limit or remaining lower than the specified minimum limit.

T/R unit shall be field proven and shall be suitable for unattended operation at remote locations.

Inspection

Inspection and testing of equipment shall be carried out by the owner/Inspection agency/OIL's representatives at the works of the manufacturer on final product to ensure conformity of the same with the acceptable criteria of technical specification, approved drawings and reference national/ international standards.

Test certificates including test records and performance data etc. shall be furnished by the concerned contractor.

Type test including 8 hr. heat run test shall be conducted on one system of similar type rating and 'Acceptance test' on the remaining. Final acceptance testing shall be done at site. Site acceptance test procedure shall be submitted by the Contractor along with QAP.

Datasheet for CPTRU

Sl. No.	Type	Description
1	Type	AC Operated, air cooled Transformer Rectifier Unit for Impressed current CPSystem
2	Cooling	Natural Air Cooling(AN)
3	Quantity	As per SOQ and document
4	Input Power Supply	240V $\pm 10\%$, 1 Ph, 50 Hz, AC
5	Input Fault level	10 KA (for 1 second)
6	Number of output circuits	One/Two as required
7	Modes of Operation	(a) Auto ref (b) Manual mode

8	Rated output voltage	As per SOQ and document
9	DC Voltage Regulation	(+/-)0.25V
10	Rated output current	As per SOQ and document
11	DC Current Regulation	(+/-)0.5 Amp
12	PSP Voltage Regulation	Better than (+/-)15mv
13	Pipe to Soil Potential setting range (Vps)	(-)0.700mV to (-)2500mV –(For Cu/CuSO4 Electrode)
14	Minimum set potential range (Vrs)	(-)0.4V to (-)1V
15	Maximum pipeline potential range (Vpm)	(-)1.2V to (-)2.5V
16	Minimum pipeline potential range (Vpn)	(-)0.7V to (-)1.0V
17	Number of reference cells for control	Required (3 nos)
18	SCADA interface and Current Interruption facility	Required
19	Inbuilt Current Interruption Facility	Required
20	Shade for final paint	RAL 7032
21	Commissioning at site	By vendor
22	Meters	1) Digital meters (Three & Half Digits) for a) AC Input Voltage b)AC Input Current c)DC output voltage d)DC output current e)Reference voltage (PSP)
23	Alarm & Indication (Indication Lamp shall be Cluster LED type)	a) T/R UNIT ON/OFF (AC Supply ON) – Visible. b) Reference 1 lowest –Visual Reference 2 lowest – Visual Reference 3 lowest – Visual c)Reference 1 Fail – Visual Reference 2 Fail – Visual Reference 3 Fail – Visual d) Pipeline over protected – Visual & Remote e) Pipeline under protected – Visual & Remote f) Unit in Auto – Visual & Remote Unit in Manual – Visual & Remote g) DC output over current (Visual) h) All Reference Fail – Visual & Remote i) Current Interrupter Power ON, ON time & OFF time
24	SCADA Monitoring Facility	Signals / Contacts shall be provided for remote monitoring & control as per specification
25	Current interruption Facility	Current interruption facility will be provided by means of a built-in Electronic Interrupter logic & microprocessor based digital timer with real time clock & ON/OFF time display. The timer will have facility for adjusting the ON time & OFF time from 0 to 999 Sec. by means of digital setting facility. The timer will also have Start/stop facility thru a single external potential free contact. The Timer will have GPS Synchronisation facility.
26	Protection	a) Lightning Arrestor on AC & DC Sides b) HRC fuses in input AC supply lines and in each DC leads

		c) Surge suppressors on input, output and across each diode and SCR (Power Transistors). d) Adjustable current limit, overcurrent and short-circuit protection. e) HRC fuses outgoing DC +ve lead and the DC -ve lead. f) MCB/MCCB in AC I/P (2-Pole). g) MCB/MCCM in DC O/P (2-Pole). h) Fast acting electronic over current limit circuit. i) Glass cartridge fuses in live line of all lamps, auxiliary power line to control circuit. Note-Electronic earthing for PLC/Modules shall be provided separately (Other than equipment earthing)
27	Protection class Type of enclosure	IP-66 Ex d, Zone 2/Group IIA/IIB temp class T6

Test Certificates and Drawings

Following routine tests shall be done by manufacturer as per any approved international codes.

- a) Efficiency test of Transformer Rectifier Assembly at 25%, 50%, 75% and 100% rated current. Efficiency test of transformer alone after isolating rectifier at 100% rated current.
- b) Heat run test for max. temp. rise test of winding at 100% rated current after continuous operation of 48 hours (min.)
- c) Ratio and polarity test at 25%, 50%, 75% and 100% rated for all T/ R units
- d) Insulation resistance test at 2 KV between Primary and Secondary, Primary and earth, secondary and earth for all T/ R units.
- e) The electronic current control feature of T/ R unit to be tested by varying supply voltage 25% and changing load resistance 100%.
- f) Calibration tests of Ammeters & Voltmeters of all T/ R units

The following drawings of CPTRU shall be furnished by the concerned contractor: -

- a) Fabrication drawings and data sheet of T/ R unit with all dimensions, ratings and weight in final issue, including installation/ foundation arrangement details.
- b) Front view and typical section of T/ R unit panel with arrangement of equipment, control, protection and metering.
- c) Data sheet of all accessories and circuit element of T/ R unit including ratings.

- d) Schematic and wiring diagram of T/ R unit circuitry including Auto/ Manual Mode of control.
- e) Fabrication drawings, connection scheme details and data sheet of Distribution Board with all dimensions, rating and weights in final issue including mounting details.

20.0 COMPUTERISED TEST STATION UNIT (CTSU)

Specification for Remote Monitoring of PSP through GSM Service Band

The software's required for GSM based Data Loggers for Remote Monitoring of CP TRU and GSM based CTSU Data Loggers for Remote Monitoring of PSP data from CP Test Stations are to be provided and installed in computers.

(Provision of providing personal computer for loading software is in the scope of OIL)

Specification for GSM based data loggers for remote monitoring of CPTRU parameters and remote monitoring of PSP data from CP Test Stations are as given below:

GSM based Data Loggers for Remote Monitoring of CP TRU

Make: Kristron Systems; BSS technologies; Matcor India or Approved Equivalent

Item	:	Microcontroller based Digital Data Logger with Remote Data Transmission Facility through SMS using GSM Mobile Phone Network.
Specifications	:	1.Five Nos. Analog Channels for Monitoring of <ul style="list-style-type: none"> a) PSP b) DC O/P Voltage c) DC O/P Current d) AC or DC supply Voltage e) AC supply Time Totalizer
		2.Four Nos. Alarm Channels for Monitoring of following faults <ul style="list-style-type: none"> a) Under protection b) Overprotection c) Reference Fail d) AC Supply Fail e) T/R door open (For un-authorized access & theft monitoring)
		3. Built-in 16 Ch X 2 Lines LCD display with Real Time Clock.
		4. Continuous Automatic scanning & display of all the analog signals on the built-in LCD display.

	5. 2GB Internal non-volatile Memory storage to store data broadcast readings. Up to One Million total readings can be stored locally.
	6. Local Data retention up to 10 years even in absence of power.
	7. Data broadcast time programmable from in minutes, hours, day
	8. Data will be transmitted over GSM network using SMS as per the programmed broadcast interval. A single SMS will contain data from all the 3 Nos. Analog & 4 Nos. Alarm channels. Data can be transmitted to up to 4 different mobile nos. simultaneously.
	9. Alarm information automatically transmitted instantaneously without waiting for the next scheduled Data Broadcast.
	10. Receiving Mobile numbers at remote end programmable through SMS
	11. Built-in Battery Back-up for up to 2 weeks of uninterrupted operation including GSM SMS transmission, in the event of failure of AC supply.
	12. Compact size. Can be easily installed in the existing C.P. T/R units Dimensions: 125mm X 150mm X 100mm (Approx.)
	13. Optional GSM interface Module and "Remote Data" PC Software for automatically downloading the Data received through SMS into a Master PC at remote end. This Module can handle SMS data from up to 50 Field Data loggers i.e. it can be used for monitoring up to 50 CP stations/test points from the Central PC.
	14. 230V AC or 12V DC power supply

GSM based CTSU Data Loggers for Remote Monitoring of PSP data from CP Test Stations.

Make: Kriston Systems, BSS Technologies, Matcor India or Approved equivalent.

Item	:	Microcontroller based Digital CTSU Data Logger for monitoring of PSP & Pipe current from CP test stations with Remote Data Transmission Facility through SMS using GSM Mobile Phone Network.
Specifications	:	1. 4 Nos. High accuracy, High Input Impedance, 16-bit resolution Input channels with high common mode rejection ratio (CMRR), as under: CH-1: -4V to +4V DC (for DC PSP) CH-2: 0V to 50 V AC (for PSP AC Interference)

	<p>Monitoring) CH-3: 0A to 100 A DC (for Pipeline Current Monitoring) CH-4: Battery Level (for Internal Battery Status Monitoring)</p> <p>The typical accuracy of each channel is + 1.0% of F.S. + 1 digit</p>
	2. Reference Electrode: Cu/CuSO4 or Zinc
	3. Built-in 16 Ch X 2 Line LCD display.
	4. Display of the P.S.P. & Current reading on the built-in LCD display.
	5. Internal non-volatile Memory storage to store about 250,000 readings per channel locally i.e., total of 1 million readings for all four channels. Local Data retention up to 10 years even in absence of power. Locally stored data can be easily downloaded into a Laptop reader.
	6. Data broadcast time programmable from in hours & day
	7. Data will be transmitted over GSM network using SMS as per the programmed broadcast interval. Every SMS will have time stamp indicating Time & Date of the reading. Data can be sent to Central Monitoring station & an additional mobile phone simultaneously.
	8. Receiving Mobile numbers at remote end can be programmed as desired.
	9. Compact size. Can be easily installed in the standard C.P. Test stations. Dimensions: 125mm X 125mm X 75mm (Approx.)
	10. Power Supply: 6V Internal Lithium rechargeable Battery. Logger is capable of functioning for about One Year at the logging & data broadcast rate of one SMS per day on the Internal Battery, without any need of changing/re-charging the battery.
	<p>11. GSM interface Module and "Remote Data" PC Software for automatically downloading the Data received through SMS into a Master PC at remote end.</p> <p>This Module can handle SMS data from up to 50 Field Data loggers i.e., it can be used for monitoring up to 50 CP stations/test points from the Central PC.</p>

Software package for GSM based CTSU Data Loggers for Remote Monitoring of PSP data from CP Test Stations and CPTRU shall be provided by the concerned contractor along with the supply and installation package for CTSU equipment.

Computerized test station unit shall be provided along the ROW of the pipeline for automatically monitoring and recording the pipe to soil potential, pipe current, etc. of the pipeline, casing pipeline and foreign pipelines, etc., as required. The CTSU shall measure and record these parameters regularly at programmed intervals. CTSU shall have required number of input ports for measurement of potentials and current as applicable at the location of its installation. CTSU shall have real time clock and record the time of data measurement. CTSU shall be programmed to collect and store all the field parameters at regular intervals.

CTSU (Computerised Test Station Unit) shall comprise of the following items:

1. 2 sets of GSM based Data Loggers for Remote Monitoring of CP TRU.
2. 6 sets of GSM based CTSU Data Loggers for Remote Monitoring of PSP data from CP Test Stations.
3. 1 Software Package (common for both data loggers for remote monitoring of CP TRU and CP Test Stations).

21.0 Specification for Permanent Reference Electrode shall be as given below:

Type	Cu-CuSO ₄ .
Application	Direct Buried.
Sensing Membrane	Hand thrown pot material buff stoneware clay.
Electrolyte	Copper sulphate crystal (CuSO ₄)99% min purity saturated.
Copper Conductor Size	High conductivity hard drawn 100 sq.mm copper wire.
Dimensions	40mm Diameter x 250 mm Long.
Back fill enclosure	200mm Diameter x 500 mm Long Cotton bag.
Back fill material	75% Gypsum+ 20% Bentonite+05% Sodium Sulphate.
Make	Mc Miller Or Borin or Approved Equivalent.

22.0 INTERFERENCE

- a) Investigation shall be made for stray current analysis of the pipeline, mutual interference between the pipeline and foreign pipelines / structures, interference on foreign pipelines / structures due to the CP of the pipeline and ground bed, interference on metallic structures which lie in between pipeline and ground bed or near to ground bed, AC induction on pipeline due to overhead EHV/HV power lines, interference due to high voltage DC lines, electric traction, HV earthing system/Substation

earthing system etc. Measurements including pipe to soil potentials and pipe currents etc. on the pipeline / structure being CP protected and on foreign pipelines / structures, and ground potential gradient etc. shall be made to investigate the current discharge and pickup locations. In case of fluctuating stray currents, investigations shall be made continuously over a period of time and if required simultaneously at different locations to find out the stray current source (s).

- b) Where foreign pipelines (Cathodically protected or unprotected) by an independent CP system run in parallel to the protected pipeline, either in the same trench or very near to the protected pipeline and are not bonded to it, investigations shall be performed for current discharge points on both the pipelines.

23.0 CLOSE INTERVAL POTENTIAL SURVEY

Contractor shall carry out a close interval potential survey over the entire length of pipeline by computerised potential logging method and identify suspected holiday spots on the pipeline coating, under protected/overprotected areas after the back filling has been consolidated sufficiently and CP system has stabilized. Contractor shall identify the necessary pipe coating required to be repaired. Detailed procedures for running this survey shall be submitted for approval. During survey, the reference cell shall be calibrated minimum once in 24 hours.

The close interval potential logging survey shall be carried out at approx. 0.75m intervals & both "ON & "OFF" potentials shall be measured by operating the current interrupters of TR unit during survey.

24.0 POLARISATION COUPON

Polarisation coupons of pipeline material shall be provided along the pipeline to monitor the CP system performance. Coupons shall be installed at CP station, at marshy areas, at vulnerable locations, at foreign pipeline crossings, Interference prone areas.

Coupons shall be installed at the bottom of the pipeline. The coupons shall be same as the pipeline material with uncoated exposed area to the soil. Two cables one connection for pipeline & other for potential measurement shall be provided with each coupon. Reed-Switch shall be connected to the protection cable to measure the coupon "OFF" potential.

A permanent reference shall be provided at the location of Coupon to enable the measurement of PSP.

Pipe piece required for polarisation coupon shall be provided by OIL.

The permanent reference cell required for installation of polarisation coupon shall be accordingly included against line items for supply and installation of polarisation coupon.

25.0 POLARIZATION CELL AND SURGE DIVERTER/GROUNDING CELL

a) Where high voltage/ Extra High Voltage (66 KV and above) transmission line runs in parallel or crosses the pipeline, the pipeline shall be grounded through polarisation cells & zinc anodes of minimum 20 kg net each. Alternatively, grounding could be done directly with zinc galvanic anodes of minimum 20 kg net each at the discretion of owner. Grounding shall be done at regular intervals of maximum 1.0 km where EHV/HV transmission lines run parallel within 25 meter of the pipeline to ground any surges on the pipeline that would appear in case of transmission line faults. Type of polarisation cell (Solid state) shall be as per data sheet.

b) In case of continuous induction of voltage on the pipeline beyond safe limits is expected or observed during commissioning due to HV Line of any rating/Underground Cables or others equipment, the pipeline shall be grounded to the earth system of nearest HV transmission tower of the transmission line causing the voltage induction through polarisation cell or the pipeline shall be grounded to a separate earthing system of zinc galvanic anodes through polarisation cell. Alternatively, the pipeline shall be directly grounded with zinc galvanic anodes/Grounding cells of minimum 20 kg net. The polarisation cell shall be installed in test station.

c) Spark gap arrestor shall be connected across each insulating joint to protect it from high voltage surges at the location of terminals/end of the pipeline etc.

Alternatively, zinc grounding cell may be provided across insulating joints along ROW where the pipeline on both the sides of the insulating joint are cathodically protected and difference of protection voltage is not more than 0.4 volts.

d) The total system including cables, cable termination, anodes/ surge diverters shall be suitable for the anticipated fault current at the location of installation.

e) The minimum rating of grounding cells, polarisation cells and surge diverters shall be as below:

(i) Grounding Cell

Type: Zinc, 2 or 4-plate type.

Current rating: Suitable to pass more than 10KA surge

(ii) Polarisation cell

Type: Solid state (Min 5kA@30Cycle)

Steady state discharge: 50A@ 50 Hz

Current Rating

Blocking Voltage: +/- 2V DC

Lightning Current: 100KA (8/20 uS, as per IEC 62305)

(iii) Surge diverter (Spark Gap Arrester)

Type: Spark gap, Explosion Proof Type

- Current, 10/350 wave: 100 KA (10/350 uS, Lightning)
- Current, 8/20 wave: 100 KA (Surge)
- Spark over AC voltage: - 50 Hz: 1 kV
- Impulse (1.2/50): 2.2 kV micro sec)

The grounding cell, spark gap arrester and polarisation cell system shall be adequately sized and suitable for the design life of permanent CP system. The directly buried zinc or magnesium anodes shall also be adequately sized for the life of the permanent CP system, taking into consideration discharge from the anodes. The grounding system shall have minimum resistance to earth to restrict the pipeline voltage as per NACE Criteria but shall not exceed 5 ohms.

The anodes shall be pre-packed with special backfill adequately so that the performance of the anode is not affected by the carbonates, bicarbonates, nitrates, etc. present in the soil. In any case, the thickness of back fill shall not be less than 50mm on all the sides of the anode.

The above ground cathodically unprotected pipeline at terminals shall be earthed with GI earth electrodes. The resistance to earth of grounding shall be limited to 5 ohms max.

HT transmission overhead lines of voltage below 66KV shall also require mitigation measures in case of continuous voltage induction of 15.0 V AC due to presence of transmission line in close proximity.

26.0 SPECIFICATION FOR MULTIMETER AND CLAMPMETER

Specification for multimeter

INTRINSICALLY SAFE MULTIMETER

Specifications of the Intrinsically Safe Digital Multimeter:

(A) Intrinsically safe True rms Digital Multimeter shall have the following features:

1. 4-1/2 digit large display (20,000 counts) with bright, two-level backlight for easy reading.
2. True-rms ac voltage and current for accurate measurements on non-linear signals.
3. Shall have resistance, continuity and diode test.
4. Min/Max-Average and Peak capture to record transients and variations automatically.
5. Relative mode to remove test lead interference on resistance measurements.
6. Auto and manual ranging.

7. Shall have frequency range up to 200 kHz and % duty cycle
 8. Shall have access door for fast battery changes without breaking the calibration seal.
 9. Input Alert for providing audible warning against wrong use of input jacks
 10. Shall have sleep mode for long battery life.
 11. Shall be shock and vibration proof.
 12. Shall have meter-hanging kit.
 13. Shall have Approved Intrinsically safe certificate from CCOE/ ATEX or approved equivalent.
 14. Shall be Weatherproof to IP67.
- Make: Fluke/Metravi/Motwane or Approved Equivalent

(B) Measurement specifications:

1. Voltage DC: Range: 0.1 mV to 1000V
Accuracy: $\pm 0.05 \%$
Resolution: upto 10 μV
2. Voltage AC: Range: 0.1 mV to 1000V
Accuracy : $\pm 0.7 \%$ True rms
Resolution : upto 0.1 mV
3. Current DC: Range: 0.1 μA to 10 A
Amps accuracy : $\pm 0.2 \%$
Maximum resolution: upto 0.01 μA
4. Current AC: Range: 0.1 μA to 10 A
Amps accuracy : $\pm 1.0 \%$
Maximum resolution: upto 0.1 μA
5. Resistance: Range: 0.1 Ω to 50 M ohms
Accuracy: $\pm 0.2 \%$
Maximum resolution: upto 0.1 ohm
6. Capacitance: 10 nF to 9999 μF
Accuracy: $\pm 1 \%$
Maximum resolution: upto 0.01 nF
7. Frequency: Range: up to 199.99 kHz
Accuracy: $\pm 0.005 \%$
Maximum resolution: upto 0.01 Hz
8. Duty cycle: Maximum duty cycle: 99.9 %
Accuracy: $\pm (0.2 \%$ per kHz + 0.1 %)
Maximum resolution: 0.10 %
9. Temperature measurement:-

Range: -200 °C to +1000 °C

10. Diode:

Range : 2 V

Accuracy: + 2.0%

11. Environmental specifications:

Operating temperature: 0 °C to 55 °C

12. Power: Shall be battery powered with Battery life: 400 hours or better.

(C) Accessories to be supplied with Instrument:

Test Leads, Alligator Clips, Rubber holster, Battery pack, CD (user's manual and technical notes) and operator's manual.

Specification for Clampmeter

DIGITAL CLAMP METER

3 & 1/2 digit LCD display digital clamp on meter suitable for current measurement up to 1000A with additional provisions for AC & DC voltage measurement, resistance measurement, diode test & continuity check(all measurements should be true RMS). The meter should have following features:

Display : 3&1/2 digital display with back light provision

DCV range: up to 600V

ACV range: up to 600V

DCA range: up to 1000A

ACA range: up to 1000A

Resistance: up to 10KiloOhms (in ranges)

Diode Test: Yes

Continuity Test: Yes with continuous beeping provision

Accuracy: Minimum +/- 1.5 %

Jaw Opening: Minimum 50 mm

Accessories: Carrying Case, a pair of testing leads, user manual & 1 set of battery.

Make: Fluke/Metravi/Motwane or Approved Equivalent

27.0 CIVIL WORKS

All civil works as per enclosed specifications associated with the complete cathodic protection system are included in scope of contractor. This shall include providing cable trenches and foundations for all equipment, outdoor T/R units, anode lead junction boxes, all test stations, polarisation cells, etc.

28.0 INSPECTION, PACKING AND TRANSPORT

The minimum testing, inspection requirements for all components/ equipment shall conform to requirement as defined in the relevant codes and standards. Detailed inspection and testing procedures along with the acceptance criteria shall be prepared by contractor for Owner's approval.

Test certificates including test records, performance curves etc. shall be furnished with sufficient information to identify the equipment to which the certificate referred and must carry project title, owner's name and purchase order details etc.

Owner reserves the right to ask for inspection of all or any item under the contract and witness all tests and carryout inspection or authorise his representative to witness tests and carryout inspection. Contractor shall notify the Owner/ Owner's representative at least 20 days in advance giving exact details of tests, dates and addresses of locations where the tests would be carried out.

All equipment/material shall be protected for inland/marine, transport, carriage at site and outdoor storage during transit and at site. All packages shall be clearly, legibly and durably marked with uniform block letters giving the relevant equipment/material details. Each package shall contain a packing list in a water proof envelope. Copies of the packing list, in triplicate, shall be forwarded to owner prior to despatch. All items of material shall be clearly marked for easy identification against the packing list.

29.0 FIELD TESTING AND COMMISSIONING**System Testing**

The concerned contractor shall supervise pre-commissioning operations after installation of the system including pre-commissioning checks, calibration and setting of all instruments, control and protective devices. All site tests, reliability and performance tests shall be carried out including supply of all materials and consumables. Before the electrical facilities are placed in operation, vendor shall supervise suitable tests to establish to the satisfaction of the Engineer in-charge that all equipment, devices wiring and connections have been correctly installed and are in good working conditions.

All the test results shall be filled in the proforma to be developed by the contractor and subsequently approved by the Engineer-in charge. The proforma shall be jointly signed by the Engineer-in charge and concerned contractor.

Generally, the following tests shall be carried out -

Checking: - Visual inspection, comparison with drawings and specifications.

Inspection: - Detailed physical inspection and if necessary, by taking stagewise inspection of component parts.

Testing: - Simultaneous tests and trial runs of entire equipment to determine its operational fitness.

Installation: This shall involve checking the completeness of civil and mechanical aspects and correctness of alignment.

The following proformas shall be filled

a) Cables

- Cable no.
- Voltage grade.
- Conductor cross section
- Continuity check
- Voltage test
- Insulation resistance values between each core & earth, between cores.
- All cables shall be tested by 500V megger.

b) Polarisation coupons

- Location
- Exposed area/size of coupon
- Coupon to soil "ON" & "OFF" potential
- Type of reference cell
- Magnetic reed switch rating & its operation with magnet

c) Reference Cell

- Location
- Potential reading
- Type of cell
- Installed Location

d) Insulating Joint

- Insulation resistance across the joint shall be checked before and after charging the pipeline by means of insulating joint tester. Pipe to soil potential of both protected and non-protected sides of the insulating joint shall be checked before and after energisation of CP system.

e) Surge Diverter

- Location / identification number
- Rating
- Check for healthiness

f) Polarisation cell

- Location / Identification number
- Rating
- Check for electrolyte

- Check for wiring
- Check standby current drain after CP system energisation.
(Current drain with respect to voltage across the cell shall be recorded).
- Details of grounding provided for the polarisation cell.

g) Anode Ground Bed

- Location / Station
- Check for actual layout and compliance with drawings
- Resistance of each individual anode
- Current dissipation by each individual anode with respect to anode voltage
- Total resistance of complete anode bed
- Mutual interference

h) Grounding cell

- Location
- Type / no. of anodes
- Ratings

i) CTSU (Computerised test station unit)

- Location / Identification number
- Check for wiring
- Checking programmed interval for collection of the field data by the computer
- Type of reference cell

j) Transformer Rectifier Unit CPTRU and Anode Ground Bed

- Location/Station
- Check Type & Rating
- Insulation resistance primary to earth, secondary to earth & primary to secondary
- Polarity Check
- Equipment Earthing
- Check input & output parameters
- Checking of all instruments, meters etc
- Checking of auto PSP/manual
- Check the location/Station
- Check for its actual layout and compliance with drawings
- Resistance of each individual anode
- Current dissipation by each individual anode
- Total resistance of complete anode ground bed

Cathodic Protection Commissioning Procedures

The following commissioning procedure is applicable for each electrically continuous section of a pipeline. Each electrically continuous section can be commissioned separately.

1. On complete installation of anode beds and other systems as envisaged in this project, they shall be individually checked, tested and compared against the agreed specifications and procedure.
2. Current dissipated by each anode shall be corrected through anode lead junction box.
3. Electrical continuity of the entire pipeline shall be verified in conformity with design
4. Equipment which is protected with CP system shall not be earthed to avoid drawing of CP system current.
5. Equipment which is not protected by CP system shall be earthed. This shall be carried out with proper care in case of instruments provided at the valve stations / IP stations and metering stations.
6. Temporary protection facilities provided (if any) which do not form part of permanent CP shall be disconnected from the system & removed unless agreed otherwise.
7. The pipeline shall be allowed to depolarize for at least 72 hours after switching 'OFF' the protection (if any) of all other pipelines in the common ROW.
8. Before the pipelines are put on charge by switching 'ON' any of the CP stations, natural Structure-to-Electrolyte potential values at all the Computerized Test Stations of the system shall be measured with respect to Copper/Copper Sulphate half-cell.
9. CP station No. 1 shall be energized so as to achieve a maximum pipe to soil potential (PSP) as specified at the test station nearest to the drainage point, and observations on either spread of protected portion of pipeline under this CP station shall be taken for PSP values at each of the installed Computerized Test Stations.
10. CP station No. 1 shall now be switched 'OFF' and CP station No. 2 shall be switched 'ON' and measurement procedure as adopted in above steps shall be repeated.
11. All the CP stations of the system shall be switched 'OFF' and the pipelines shall be allowed to depolarize. All the CP stations in the system shall then be simultaneously switched 'ON' and PSP values at the drainage points of pipeline shall be brought to a value of maximum PSP as specified, and a complete set of PSP observations shall be taken. Another complete set of PSP observations shall be taken after lines have stayed on charge for 48 hours. If there are appreciable differences in these observations as compared to those of earlier set, a third set of observations shall be taken after 72 hrs. Maximum drainage point protective potentials shall not be allowed to go

beyond the maximum PSP values as specified, in any case.

12. The output of all CP stations shall then be so adjusted that the sites of occurrence of least negative protective potentials are not less than (-) 0.95 V "OFF" or not more than negative than (-) 1.20 V "OFF". A full set of observations shall again be taken 72 hrs. After the adjustment of potentials and the protection system shall be left in this state of operation.

13. Care shall be exercised to ensure that power supply remains uninterrupted during the period of commissioning. In case of an interruption, the test in progress shall be repeated after allowing time for polarization.

14. PSP values at each of the Test Stations of the existing pipelines shall be measured and plotted where existing pipelines run in parallel to the new pipeline and mutual interference situations between the pipelines shall be identified and necessary mitigation shall be carried out. Interference situations shall also be identified and mitigated by comparing different sets of readings taken at same Computerized Test Stations at different intervals of time under identical conditions where positive potential swing exceeds 50 mV.

15. Where computerized test station (if any) are provided the computer shall be initialized / started to collect and store the field data of potentials, current readings.

16. Final records of testing and commissioning including graphical representation of final structure to electrolyte potential readings shall be compiled with interpretation in consultation with Owner/Owner's representative and submitted.

17. As a result of these tests, if any deficiencies are found in the system, the same shall be rectified by the contractor at no extra cost or time effect, to the complete satisfaction of Owner/Owner's representative. Such deficiencies shall include mitigation of interference problems that may be found existing in the course of testing and commissioning. A set of PSP observations shall also be taken during the peak of the first dry season after commissioning the system into regular operation. Any deficiency found in the protection of the pipeline shall have to be rectified by the contractor at his own cost.

18. If it is found during commissioning that the sites of occurrence of least negative protective potentials are less negative than (-) 1.00 V even after 72 hrs. Of operation, then the drainage point potentials shall be increased depending upon anode ground bed currents in consultation with Owner/Owner's representative. In any case, the drainage point protective 'OFF' potential shall not exceed a value more negative than (-) 1.2 V at any location on the pipeline.

19. The reference cell shall be calibrated minimum once in 24 hours during the commissioning.

20. The current dissipated by individual anodes shall be measured from the anode lead junction box and corrected for equal dissipation to the extent

possible keeping the total ground bed current same.

21. After connecting all anode ground beds to pipeline PSP shall be taken at each test station locations to ensure the protection criteria.

30.0 QUALITY ASSURANCE PLAN (QAP)

QAP shall be submitted for each of the equipment separately with break-up of assembly/sub-assembly & part/component or for group of equipment having same specification.

Weight in tonnes (T) of the items must be indicated in the QAP. The Quality Assurance Plan as indicated below shall be submitted by the concerned contractor for approval by OIL's representative.

QUALITY ASSURANCE PLAN						
Sl. No.	Description (With equipment heading, place of use, and Brief Specifications)	Weight in tonnes	Inspection and Tests	Test certificates and documents to be submitted to OIL (duly certified by manufacturer and contractor)	Acceptance Criteria Standards /IS/ BS/ASME/ Norms and Documents	Remarks
1	CP Cables (1C x 6 Sq. mm, 1C x 10 Sq. mm, 1C x 25 Sq. mm, 1C x 35 Sq. mm, 3C x 10 Sq. mm)etc.		1. Visual 2. Dimensional	1. Approved GA drawings. 2. Approved Single line/Schematic diagram. 3. Approved datasheet. 4. Approved bill of materials. 5. Calibration certificate of all measuring instruments and gauges. 6. Test certificate for components 7. Type test as per relevant IS/other	Approved datasheet and specification.	

				standards.		
2	TRU Unit		1. Visual 2. Dimensional 3. Fitment and Alignment 4. Routine test as per relevant IS/other standard. 5. Heat run risc test/ tempr. 6. Paint check verification and thickness check 7. Short time rating 8. Operational and functional check. 9. Clearance and creepage distance.	1. Approved GA drawings. 2. Approved Single line/Schematic diagram. 3. Approved datasheet. 4. Approved bill of materials. 5. Calibration certificate of all measuring instruments and gauges. 6. Test certificates for components 7. Routine test as per relevant IS/Other standard 8. Type test as per relevant IS/Other standard.	Approved datasheet and specification.	
3	MMO Anodes		1. Visual 2. Dimensional 3. Physical test(sample) 4. Material test 5. Contact resistance anode to cable joint.	1. Approved GA drawings. 2. Approved Single line/Schematic diagram. 3. Approved datasheet. 4. Approved bill of materials. 5. Calibration certificate of all measuring instruments and gauges.	Approved datasheet and specification.	

				6. Test certificates for components 7. Type test as per relevant IS/Other standard.		
4	Polarisation Cell (Solid State)		1. Visual 2. Dimensional 3. Material test 4. Routine test as per relevant IS/other standard.	Manufacturers test certificates and compliance report.	Approved datasheet and specification.	
5	Polarisation Coupon		1. Visual. 2. Dimensional. 3. Material test. 4. Routine test as per relevant IS/other standard.	1. Approved GA drawings. 2. Approved datasheet. 3. Approved bill of materials. 4. Calibration certificate of all measuring instruments and gauges. 5. Test certificates for components 6. Routine test as per relevant IS/Other standard 7. Type test as per relevant IS/Other standard.	Approved datasheet and specification.	

6	CTSU (Computerised Test Station Unit), Central Monitoring server & CTSU Reader)		1. Visual 2. Dimensional 3. Fitment and Alignment 4. Routine test as per relevant IS/Other standard 5. Paint shade verification and thickness check. 6. Operational and functional check 7. Material test.	1. Approved GA drawings. 2. Approved datasheet. 3. Approved bill of materials. 4. Calibration certificate of all measuring instruments and gauges. 5. Test certificates for components 6. Routine test as per relevant IS/Other standard 7. Type test as per relevant IS/Other standard.	Approved datasheet and specification.	
7	Anode Junction Box & Cathode Junction Box		1. Visual. 2. Dimensional. 3. Fitment & Alignment. 4. Physical test (sample). 5. Paint shade verification and thickness check. 6. Material test. 7. Enclosure Protection test. 8. Material test. 9. Test station connection scheme check, nameplate and	1. Approved GA drawings. 2. Approved datasheet. 3. Approved bill of materials. 4. Calibration certificate of all measuring instruments and gauges. 5. Test certificates for components 6. Routine test as per relevant IS/Other standard. 7. Type test as per relevant	Approved datasheet and specification.	

			terminal check.	IS/Other standard.		
8	Permanent Reference Cell		1. Visual. 2. Dimensional. 3. Material test.	Manufacturer test certificates and compliance report.	Approved datasheet and specification.	
9	Test Stations (Big & Small Type)		1. Visual. 2. Dimensional. 3. Fitment and Alignment. 4. Physical test (sample). 5. Paint shade verification and thickness check. 6. Material test. 7. Test station connection scheme check. Name plate and terminal check.	1. Approved GA drawings. 2. Approved Single line/Schematic diagram. 3. Approved datasheet. 4. Approved bill of materials. 5. Calibration certificate of all measuring instruments and gauges. 6. Test certificates for components. 7. Type test as per relevant IS/Other standard.	Approved datasheet and specification.	
10	Sacrificial Mg & Zn Anodes		1. Visual. 2. Dimensional. 3. Chemical test (sample). 4. Physical test (sample). 5. Coating Thickness, Resistivity and Consumption rate. 6. Destructive	1. Approved GA drawings. 2. Approved Single line/Schematic diagram. 3. Approved datasheet. 4. Approved bill of materials. 5. Calibration certificate of all measuring	Approved datasheet and specification.	On 1% of total no. of anodes.

			testing.	instruments and gauges. 6. Test certificates for components 7. Type test as per relevant IS/Other standard.		
11	Spark Gap Arrestor (100 kA)		1. Visual. 2. Dimensional. 3. Routine test as per relevant IS/other standard. 4. Material test.	Manufacturer test certificate and compliance report.	Approved datasheet and specification.	

31.0 SHED FOR TRU AND FENCING AROUND TRU

Tentative shed dimension shall be as per the following: LX BX H (10 ft X10 ft X10 ft approx.).

Brick soling works, PCC and RCC works, 4" dia steel pipe post and grouting of these posts, fencing (XPM) around and required CGI sheet for roof shall be considered. Also, provision for cable entry through PVC pipe shall be considered in the design.

32.0 DEEP WELL ANODE GROUND BED SPECIFICATION

Deep anode bed shall be as per following specifications:

- (a) Type of anode bed: Deep Anode Bed
- (b) Cased / Uncased: Cased
- (c) Inactive column length: 45 m (approx.)
- (d) Active column length: 30 m (approx.)
- (e) Anode Tail cable above ground: as per site measurement.
- (f) Anode string length: as per site measurement.
- (g) Bore hole dia: 150 mm dia.
- (h) Anode type: MMO coated Titanium Tubular Anode installed in a single cable.

- (i) Anode application: Soil application with backfill.
- (j) Anode string: as per site measurement (LIDA ST 2.5/50 or equivalent).
- (k) Backfill: Calcined petroleum coke breeze as per specification
- (l) Maximum backfill resistivity: As per specification
- (m) Anode bed distance from pipeline: At the furthest extremity of available land.
- (n) Rated string current output: 8 amperes x No. of anodes.
- (o) Accessories: Perforated vent pipe, centralizers suitable for bore hole of 150 mm, end weight and nylon rope.

33.0 Portable Cu/CuSO₄ reference cell

Make: Mc-Miller (USA)/Borin or Approved Equivalent.

34.0 Vendor list for CP Materials

Sl. No.	Items	Vendor
1	Polarisation cell in CP station (KOH polarisation cell)	M/s Kirk USA/M/s Vijay Corrosion or Approved Equivalent.
2	Polarisation cell for HT crossings (SSD polarisation cell)	M/s Dairyland/M/s Kriston Systems/M/s Corpro system or Approved Equivalent.
3	Sacrificial Anodes (Mg ribbon anodes; Zinc Anodes etc.)	M/s Scientific Metals Engineers Pvt Ltd, Karaikudi/M/s BHEL, Bhopal/M/s Yuxi, China/M/s Sukrit Mumbai or Approved Equivalent.
4	Grounding cell	M/s Sukrit, Mumbai or Approved Equivalent.
5	Cables	Havells Ltd/Brook Cables/Nicco Corporation Ltd/Universal cables/NETCO Cables Pvt Ltd or Approved Equivalent.
6	Surge diverter	M/s Dehn/M/s OBO/M/s Sohne or Approved Equivalent.

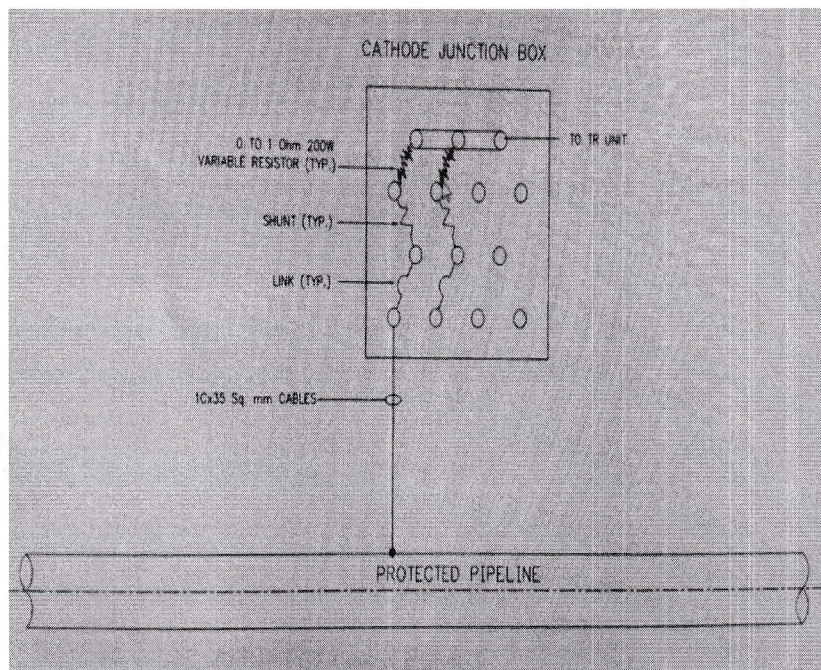
35.0 CONNECTION SCHEMES

As per attached Annexure a

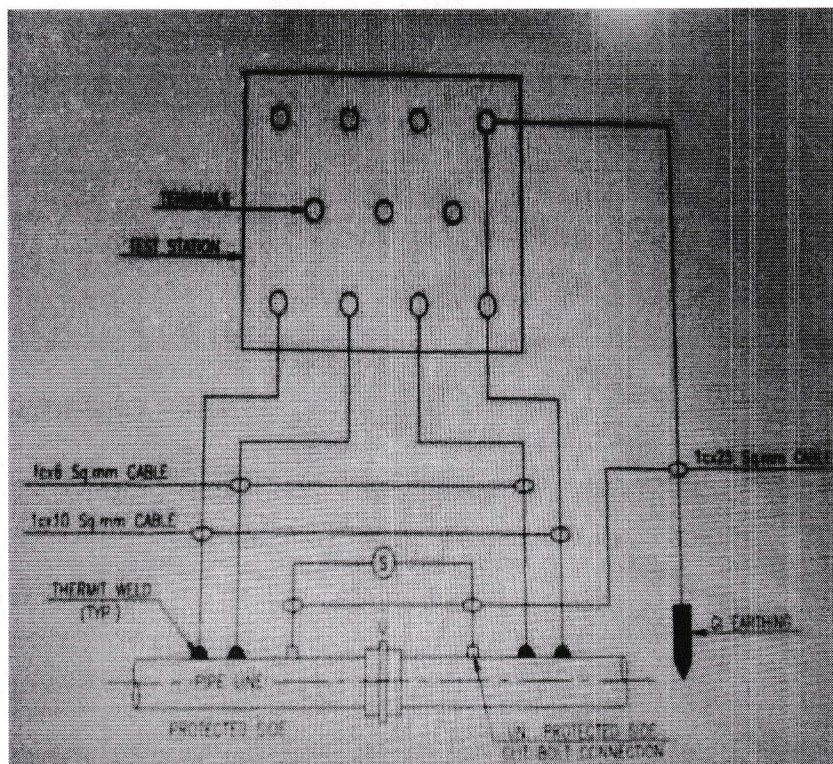
36.0 A Hindrance Register shall be maintained in the enclosed format (Annexure b) to record all hindrances encountered during execution of works against the contract. The items of work affected due to any hindrance shall be clearly recorded in the Hindrance Register and the Engineer-in-charge of the Company as well as the site representative of the Contractor will sign on the register against the recorded hindrance. In case of encountering multiple hindrances simultaneously over a period of time affecting the same item or different items, the net period of hindrance will be worked out considering the overlapping period.

CONNECTION SCHEMES

Annexure a



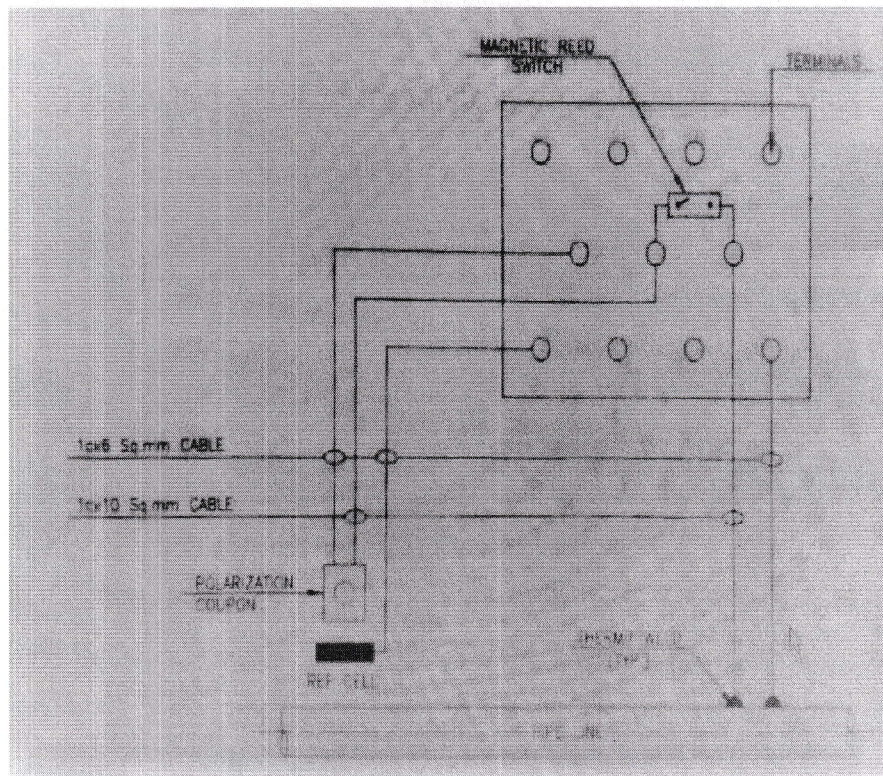
Typical schematic of Cathode Junction Box



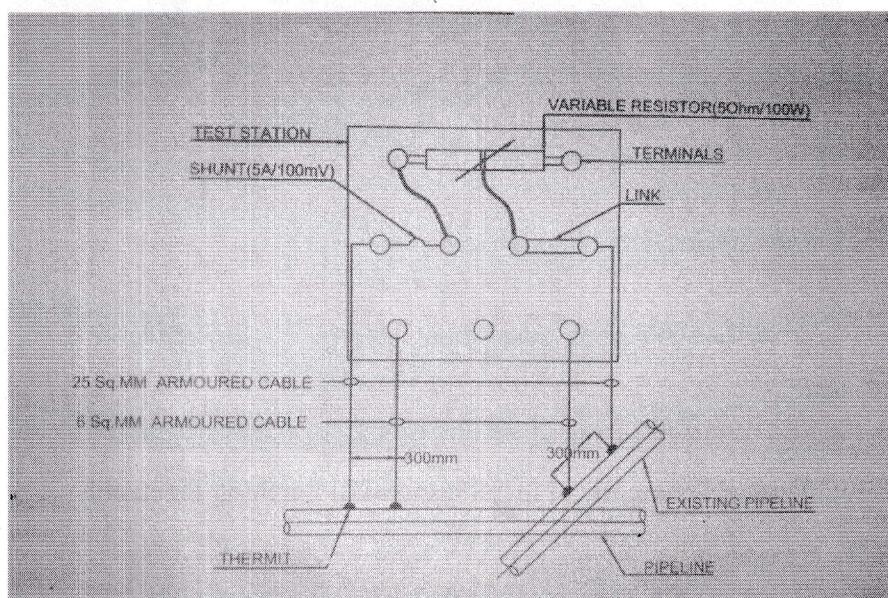
Typical Schematic of installation of GI Earthing Electrode

CONNECTION SCHEMES

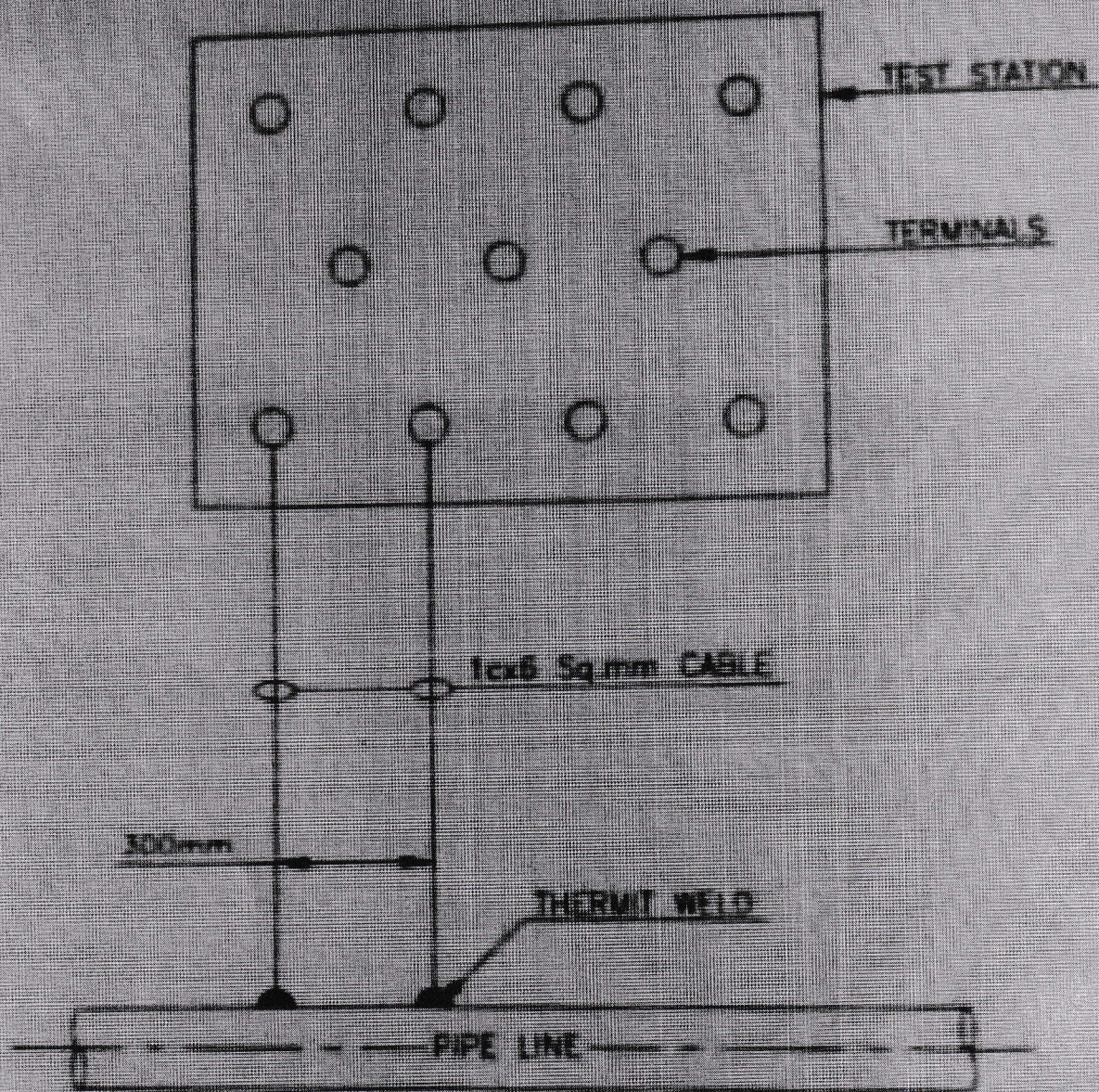
Annexure a



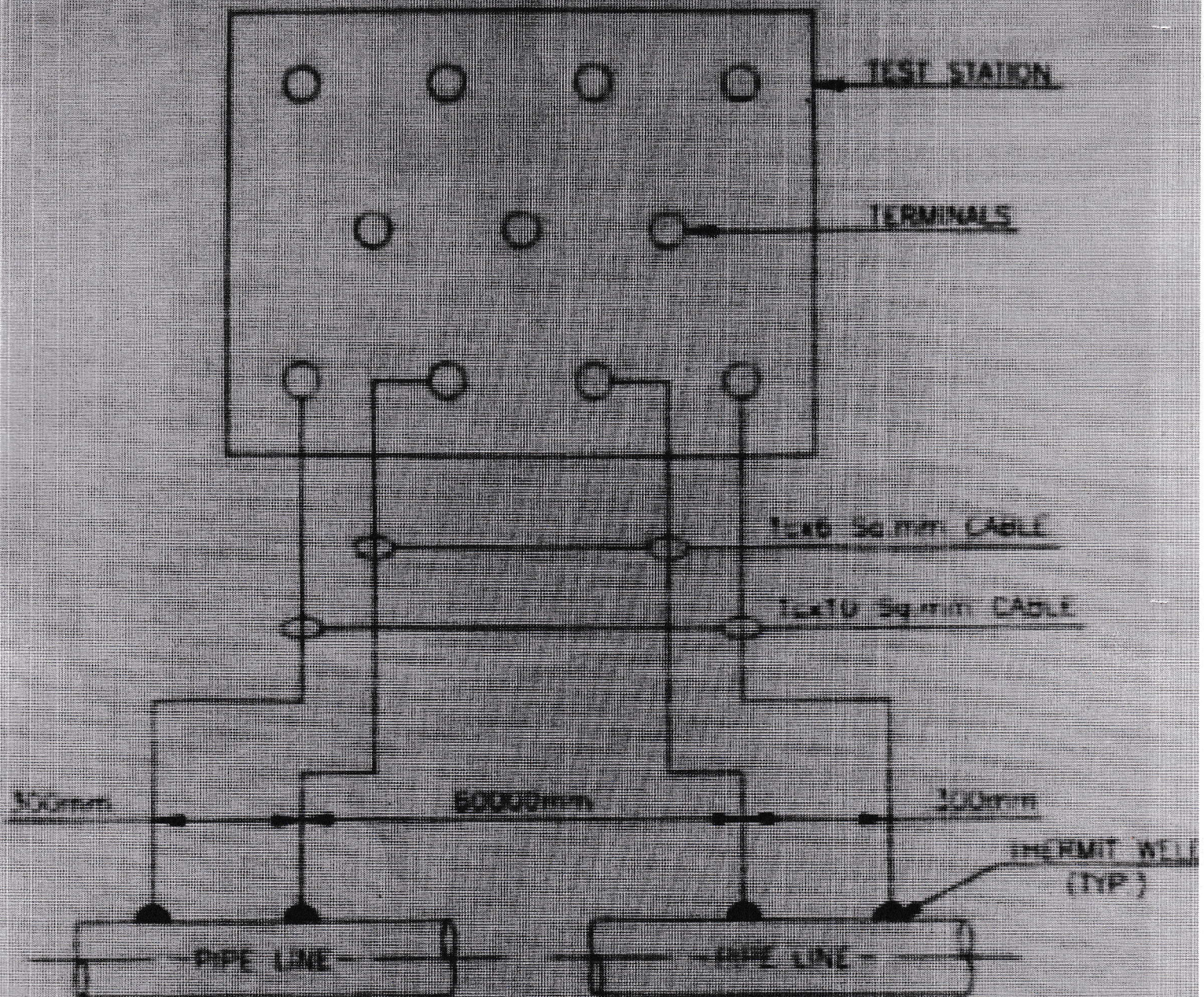
Typical schematic of Polarisation/Corrosion Coupon Installation



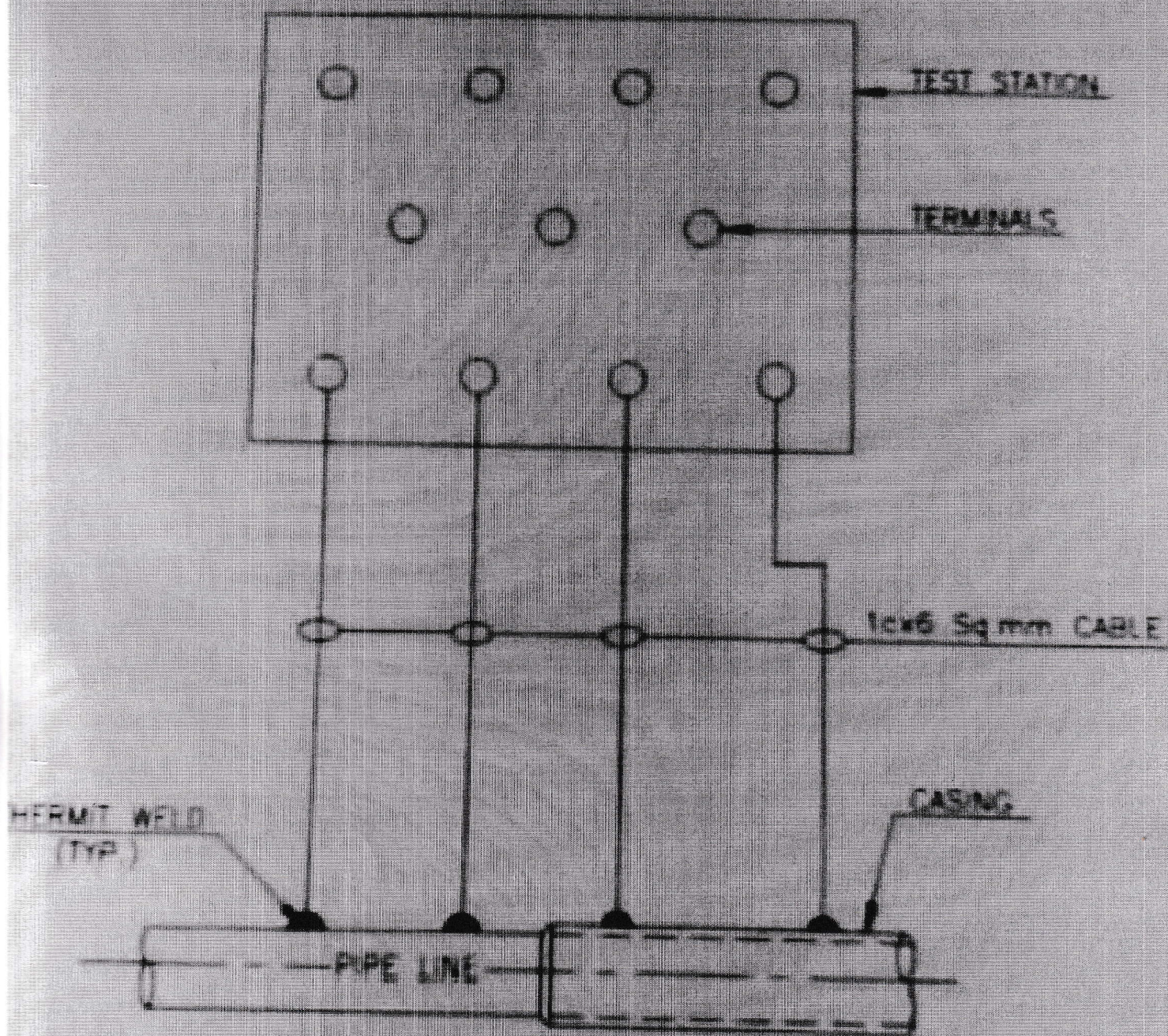
Typical Bond Box schematic



PIPE TO SOIL POTENTIAL MEASUREMENT
(CONNECTION SCHEME - A)



**CURRENT MEASUREMENT
(CONNECTION SCHEME - B)**



UNCOATED CASED CROSSING
(CONNECTION SCHEME - C)

E-TENDER NO. CDO0346P23

Annexure b

FORMAT FOR HINDRANCE REGISTER

Description of Project : Contract No. & Date :

Contractor's Name : Scheduled Completion Date :

Sl. No.	Nature of Hindrance	Items of work that could not be executed because of this hindrance	Date of start of hindrance	Date of Removal of hindrance	Period of hindrance	Overlapping Period, if any	Net hindrance days	Remarks
Signature of Contractor's Representative			Signature of Engineer-in-charge			Signature of HoD		

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

SUB: SAFETY MEASURES

Description of service: Hiring the services for Design, Supply, Installation, Testing and Commissioning of Permanent Cathodic Protection for the following Pipelines:

- (i) 8" COD pipeline from location Kumchai EPS to location Kusijan (61 KM approx.).
- (ii) 14" and 16" Gas pipeline from location Kumchai EPS to location Kusijan (61 KM approx.).

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:

The jobs will have to be carried out in the Oil & Gas field areas/installations and as such the following safety guidelines/ measures will be strictly followed by the contractor.

1. The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. 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 of all HSE laws by the sub-contractors. It will be 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 representative of OIL.
2. Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).
3. 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 actions or omissions at work.
4. The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety.
5. Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness, Fall Prevention Devices (FPO) shall conform to relevant IS codes. Necessary supportive document shall have to be available at site as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency, OIL will provide the safety items if available. However 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. Contractor employees should be trained in the proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty

due non-adherence to PPE shall be binding to the Contractor.

6. The Contractor should frame a mutually agreed bridging document between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.
7. 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.
8. Soft copy of the Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe methods to deal with it/ them. Printout of copy (spiral binding) of the SOP mentioned above is to be kept with all working teams at all times. The SOP clearly stating the risk arising to men, machineries & material from the mining operation/ other operations to be done by the Contractor and how it is to be managed. However; in case of any doubts, the Contractor shall reconfirm the same from the Engineer In Charge (OIL).
9. Contractor has to ensure that all work is carried out in accordance with the Statute and the SOP for the job. For the purpose, he may deploy adequate qualified and competent personnel for carrying out the job in a safe manner. The work, which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.
10. In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.
11. Necessary cold and hot work permits including excavation clearance and permission for working at height, Confined Space Entry as applicable are to be obtained by the competent person of the Contractor from the site representative of OIL before start of the job(s). Work Permit System should be inline as per guidelines issued by HSE Department.
12. The Contractor's personnel should be aware about the existing as well as probable hazards and ensure their training to tackle such untoward events by the Contractor. If the Company (OIL) arranges any safety awareness program/ training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.
13. After receipt of the work order, the Contractor shall have to submit authorized list of Contractor Personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact details. No person shall be engaged in any job in a mine unless his competency has been assessed and approved by the OIL Engineer In-Charge.
14. The Contractor shall not engage minor laborer below eighteen (18) years of age under any circumstances.

15. The Contractor should prevent the frequent change of his deployed employees as far as practicable. The Contractor shall not employ or terminate his worker without the knowledge of the OIL engineer in charge. However, if OIL Engineer In Charge found any person not appropriate with respect to the job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.
16. OIL will communicate all information to the Contractor or his authorized representative only.
17. The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.
18. 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.
19. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/ facilities in case of accidents should be provided by the same Contractor. The contractor personnel should be aware about the existing as well as probable hazards and ensure their training to tackle such untoward events by the Contractor.
20. Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and excess material: Disposal of solid wastes generated by the Contractor shall be in accordance with the company's Procedure for Solid Waste Management. The Contractor Personnel have to take every possible care to keep the environment clean and free from pollution.
21. The Contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use. The supporting documents relevant to prove the above should be submitted. Defective tools shall be immediately removed.
22. Contractor's Supervisor/ Contractor 's personnel needs to be aware about the site specific emergency response plan (which includes display of emergency contact nos., establish telephone communication, layout of working area, use of fire extinguisher, emergency exit, assembly point).
23. All Lifting equipment of the Contractor like Crane etc. shall have to be duly calibrated. Calibration Certificate of this equipment shall have to be submitted to the representatives of OIL and a copy of the same to be made available at site.
24. Barricading of area to be done with reflecting tapes as applicable during work.
25. The First -Aid box should be provided by the Contractor and the same has to be

- kept ready to use at the site throughout the working hours.
26. The availability of First-Aid Fire Fighting equipment should be ensured by the Contract or at all working hours.
27. Smoking is prohibited in all Company restricted areas except in authorized smoking areas/ shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas / hazardous areas unless they have been classified as 'intrinsically safe' for use in that atmosphere. Consumption of alcohol and possession of non - prescribed drug in Company work site is strictly prohibited.
28. The Contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by OIL to counter them, if anything goes wrong.
29. In case Contractor is found non-compliant of HSE laws as required and all the above-mentioned general HSE points, 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 as per the terms of the Contract.
30. 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.
31. Considering the ongoing Covid-19 pandemic, those who are engaged in the above operations should follow the Covid-19 Protocol as per the prevailing Government Guidelines.
32. Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.
33. The Contractor's personnel engaged for electrical equipment installation inside mines, should possess a valid electrical license issued by the State Electricity Licensing Board. The contractor shall engage adequate number of competent electrical personnel. All the Competent persons shall have appropriate Work Permit/ Supervisory License issued by State Electricity Licensing Board.

(Seal)

Yours Faithfully

Date_____

M/s_____

FOR & ON BEHALF OF CONTRACTOR

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **"Hiring the services for Design, Supply, Installation, Testing and Commissioning of Permanent Cathodic Protection for the following Pipelines:**

(i) 8" COD pipeline from location Kumchai EPS to location Kusijan (61 KM approx.).

(ii) 14" and 16" Gas pipeline from location Kumchai EPS to location Kusijan (61 KM approx.)."

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:-

- I. 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.
- II. 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.
- III. 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.

- I. 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.

- II. 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 cartelisation in the bidding process.
- III. 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.
- IV. 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.
- V. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- VI. The Bidder (s)/ Contractor of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
- VII. Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act.
 - (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - (3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

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

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

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

Section 8 - External Independent Monitor/Monitors (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. However, the documents/ records/ information having National Security implications and those documents which have been classified as Secret/ Top Secret are not to be disclosed.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.
9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

- 3. If the Contractor/ bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be, signed by all partners or consortium members. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.
- 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 intensions.
- 5. Issues like warranty/ guarantee, etc. shall be outside the purview of IEMs.

For the Principal

for the Bidder/Contractor

Place: Duliajan.

Witness 1:

Date:

Witness 2:

OIL INDIA LIMITED (A Government of India Enterprise) Duliajan, Assam								
DESCRIPTION OF WORK/SERVICE: Hiring the services for Design, Supply, Installation, Testing and Commissioning of Permanent Cathodic Protection for the following Pipelines: (i) 8" COD pipeline from location Kumchai EPS to location Kusijan (61 KM approx.). (ii) 14" and 16" Gas pipeline from location Kumchai EPS to location Kusijan (61 KM approx.).								
E-TENDER NO. CDO0346P23 PRICE BID FORMAT								
NAME OF BIDDER								
Bidder's GST No.								
SAC/HSN Code								
Select the benefit sought under the Policy (PP-LC/None)								
Item No.	Description of Services (For detailed description of Services Refer SOQ)	UOM	Estimated Quantity	Rate (Rs.) to be quoted Excluding GST	Applicable GST Rate in %	Applicable GST (Select from Drop down List)	Total Amount (Rs.) Excluding GST	Total Amount (Rs.) Including GST
			A	B	C		D = A * B	E = D+(D * C)
10	Supply of CPTR unit 48V/25A, DC output rating, AC operated, automatic, air-cooled.	NO	2				0.00	0.00
20	Supply of Deep well anode ground bed using 10 No. MMO LIDA tubular anode (25mm x 1000 mm long) of each 8-amp output rating (35 years).	NO	2				0.00	0.00
30	Supply of Anode Junction Box	NO	2				0.00	0.00
40	Supply of Cathode Junction Box	NO	2				0.00	0.00
50	Supply of Test Lead Post (Small)	NO	107				0.00	0.00
60	Supply of Test Lead Post (Big)	NO	2				0.00	0.00
70	Supply of polarisation coupon.	NO	15				0.00	0.00
80	Supply of surge diverter	NO	33				0.00	0.00
90	Supply of GI earthing electrodes	NO	33				0.00	0.00
100	Supply of permanent Cu/CuSO4 ref cell	NO	4				0.00	0.00
110	Supply of permanent reference cell for polarisation coupon.	NO	15				0.00	0.00
120	Supply of polarisation cell	NO	4				0.00	0.00
130	Supply of Zinc anode	NO	4				0.00	0.00
140	Supply of Petroleum Coke Breeze	KG	3,000				0.00	0.00
150	Supply of Junction Box for current drainage (should have provision to control the current) & Bond boxes.	NO	10				0.00	0.00
160	1C X 6 sq. mm -armoured for potential measurement and reference cell.(PCP cables - Cables shall be annealed high conductivity,1100 V Grade)	M	1,400				0.00	0.00
170	1C X 10 sq. mm- unarmoured for anode tail cable.(PCP cables - Cables shall be annealed high conductivity,1100 V Grade)	M	700				0.00	0.00
180	1 C X 25 sq. mm – armoured bonding/grounding etc.(PCP cables - Cables shall be annealed high conductivity,1100 V Grade)	M	400				0.00	0.00
190	1 C X 35 sq. mm - armoured for anode and cathode header cable.(PCP cables - Cables shall be annealed high conductivity,1100 V Grade)	M	500				0.00	0.00
200	3C X 10 sq. mm armoured for CPTR unit incomer cable.(PCP cables - Cables shall be annealed high conductivity,1100 V Grade)	M	1,000				0.00	0.00
210	Multicore, FRLS, 1.5 sq mm, 8/12 pair, twisted pair, armoured signal cables as per IS/BS for ref cell etc.	M	700				0.00	0.00
220	Supply of Cable to pipe connections by Exothermic method for all sizes upto 1C X 35 sq. mm	NO	300				0.00	0.00
230	Supply of O&M spares for CP system -Multimeter	NO	1				0.00	0.00
240	Supply of O&M spares for CP system -Clampmeter	NO	1				0.00	0.00
250	Portable Cu/CuSO4 ref cell	NO	2				0.00	0.00
260	Installation of CPTR unit 48V/25A, DC output rating, AC operated, automatic, air-cooled.	NO	2				0.00	0.00

DESCRIPTION OF WORK/SERVICE: Hiring the services for Design, Supply, Installation, Testing and Commissioning of Permanent Cathodic Protection for the following Pipelines:

- (i) 8" COD pipeline from location Kumchai EPS to location Kusijan (61 KM approx.).
(ii) 14" and 16" Gas pipeline from location Kumchai EPS to location Kusijan (61 KM approx.).

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PRICE BID FORMAT

270	Installation of Deep well anode ground bed using 10 No. MMO LIDA tubular anode (25mm x 1000 mm long) of each 8-amp output rating (35 years).	NO	2				0.00	0.00
280	Installation of Anode Junction Box.	NO	2				0.00	0.00
290	Installation of Cathode Junction Box.	NO	2				0.00	0.00
300	Installation of Test Lead Post (Small).	NO	107				0.00	0.00
310	Installation of Test Lead Post (Big).	NO	2				0.00	0.00
320	Installation of polarisation coupon.	NO	15				0.00	0.00
330	Installation of surge diverter.	NO	33				0.00	0.00
340	Installation of earthing electrodes.	NO	33				0.00	0.00
350	Installation of permanent Cu/CuSO4 ref cell.	NO	4				0.00	0.00
360	Installation of permanent reference cell for polarisation coupon.	NO	15				0.00	0.00
370	Installation of polarisation cell.	NO	4				0.00	0.00
380	Installation of Zinc anode.	NO	4				0.00	0.00
390	Installation of Petroleum Coke Breeze.	KG	3,000				0.00	0.00
400	Installation of Junction Box for current drainage (should have provision to control the current) and for Bond boxes.	NO	7				0.00	0.00
410	1C X 6 sq. mm -armoured for potential measurement and reference cell.(Installation of PCP cables - Cables shall be annealed high conductivity,1100 V Grade)	M	1,400				0.00	0.00
420	1C X 10 sq. mm- unarmoured for anode tail cable.(Installation of PCP cables - Cables shall be annealed high conductivity,1100 V Grade)	M	700				0.00	0.00
430	1 C X 25 sq. mm – armoured bonding/grounding etc.(Installation of PCP cables - Cables shall be annealed high conductivity,1100 V Grade)	M	400				0.00	0.00
440	1 C X 35 sq. mm - armoured for anode and cathode header cable.(Installation of PCP cables - Cables shall be annealed high conductivity,1100 V Grade)	M	500				0.00	0.00
450	3C X10 sq. mm armoured for CPTR unit incomer cable.(Installation of PCP cables - Cables shall be annealed high conductivity,1100 V Grade)	M	1,000				0.00	0.00
460	Multicore, FRLS, 1.5 sq mm, 8/12 pair, twisted pair, armoured signal cables as per IS/BS for ref cell etc.	M	700				0.00	0.00
470	Installation of cable to pipe connections by Exothermic method for all sizes upto 1C X 35 sq. mm (Thermit weld/Pin Brazing).	NO	300				0.00	0.00
480	Installation of shed for TRU and fencing around TRU.	NO	2				0.00	0.00
490	Supply and Installation of remote monitoring of PSP through GSM service band-Computerised test station unit (CTSU- data logger for Test stations)	NO	6				0.00	0.00
500	Supply and Installation of remote monitoring of PSP through GSM service band-CTSU reader for TRU unit	NO	2				0.00	0.00
510	Supply and Installation of remote monitoring of PSP through GSM service band-Software package	NO	1				0.00	0.00
520	Design and Detailed Engineering of CP system.	LSM	1				0.00	0.00
530	Soil resistivity survey.	LSM	1				0.00	0.00
540	Testing and Commissioning.	LSM	1				0.00	0.00
550	CIPL survey with simultaneous PSP data logging (on-off) of parallel pipelines at every km and interference prone area.	KM	120				0.00	0.00
Total Cost in Rs.							0.00	0.00
								The above cost should be maintained under "Total Bid Value" in the E-Tender Portal

DESCRIPTION OF WORK/SERVICE: Hiring the services for Design, Supply, Installation, Testing and Commissioning of Permanent Cathodic Protection for the following Pipelines:

- (i) 8" COD pipeline from location Kumchai EPS to location Kusijan (61 KM approx.).
(ii) 14" and 16" Gas pipeline from location Kumchai EPS to location Kusijan (61 KM approx.).

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PRICE BID FORMAT

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

2. Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including Quated GST(CGST & SGST/UTGST or IGST)

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

4. Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.

5. Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & The bids will be evaluated based on total price including GST.

6. Bidder may seek benefits under PP-LC Policy. Benefits under Public Procurement Policy for MSEs – Order 2012 is not applicable (being Works Contract).

7. Refer to GCC, ITB & SCC for details of GST

8. Refer to SOQ & SCC for Item detail Description and other terms and conditions

9. Mobilisation Period: As defined in SOQ/ SCC

10. Duration of Contract: As defined in SOQ/ SCC

BID FORM

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

Sub: IFB No. CDO0346P23

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 quoted in the Price Bid Format 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 submit the Performance Security Deposit as specified in the tender document for the due performance of the Contract.

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

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

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

Dated this _____ day of _____ 2022.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

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

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

Signature of Bidder: _____

Name: _____

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

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

TO
GM-CONTRACTS (HoD)
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Sir,

SUB: OIL's IFB No. CDO0346P23

I/We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB No. **CDO0346P23** for ***“Hiring the services for Design, Supply, Installation, Testing and Commissioning of Permanent Cathodic Protection for the following Pipelines:***

- (i) 8” COD pipeline from location Kumchai EPS to location Kusijan (61 KM approx.).***
(ii) 14” and 16” Gas pipeline from location Kumchai EPS to location Kusijan (61 KM approx.).”

Yours Faithfully,

Authorised Person’s Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA LETTER OF AUTHORITY

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

Dear Sir,

SUB: OIL's IFB No. CDO0346P23

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 IFB No.
CDO0346P23 for ***“Hiring the services for Design, Supply, Installation, Testing
and Commissioning of Permanent Cathodic Protection for the following
Pipelines:***

(i) 8” COD pipeline from location Kumchai EPS to location Kusijan (61 KM approx.).

(ii) 14” and 16” Gas pipeline from location Kumchai EPS to location Kusijan (61 KM approx.).” 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.

BID SECURING DECLARATION

(To be submitted on Bidders's letter head)

To,
Oil India Limited
Contracts Department
Duliajan, Assam - 786602

TENDER NO. CDO0346P23

I/We, the undersigned, declare that:

- 1.0 I/We understand that, according to your Tender conditions, bids must be supported by a 'Bid Security' in the form of a 'Bid-Securing Declaration'.
- 2.0 I/We the undersigned hereby declare that if we withdraw or modify our Bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, or we fail to submit performance security before the deadline defined in the Tender document; we will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

**Name and Signature of
Authorized Signatory and Company Seal**

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

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

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

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

Signature of Bidder with Official Seal

FORM OF PERFORMANCE BANK GUARANTEE

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

To:

M/s. Oil India Limited
Contracts Department
Duliajan, Assam - 786602

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

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

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

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

This guarantee is valid until the _____ day of _____

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

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

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Notwithstanding anything contained herein:

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

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

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____
Name of the Bank _____
Address _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

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

- (i) MT 760 / MT 760 COV for issuance of Bank Guarantee
- (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS (indicating the Contract No.) by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

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

AGREEMENT FORM

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

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

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

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB No. _____ and the Contractor accepted the same vide Letter No. _____ dated _____.

WHEREAS, the Contractor has furnished to Company the performance security in the form of DD/BC/BG for Rs. _____ (being 3% of Contract value) with validity of 90 (Ninety) days beyond the warranty period.

All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

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

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

- (a) PART-I indicating the General Conditions of this Contract;
- (b) PART-II indicating the Schedule of work, unit, quantities & rates;
- (c) PART-III indicating the Special Conditions of Contract;
- (d) PART-V indicating the Safety Measures.

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

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

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

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

PROFORMA-IX

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

Ref. No. _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your Tender No. CDO0346P23

**To,
The GM-Contracts (HoD)
Contracts Department,
OIL, Duliajan** _____

Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**(TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER ON THE
OFFICIAL LETTER HEAD OF THE BIDDER)**

UNDERTAKING OF COMPLIANCE TO FINANCIAL CRITERIA

**Ref: Note 'b' under Clause 3.0 Financial Criteria of BEC/BRC of
Tender No. CDO0346P23**

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

**The balance sheet/Financial Statements for the financial year _____
have actually not been audited as on the Original Bid Closing Date.**

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

Note: This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the Original Bid Closing Date.

COMMERCIAL CHECK LIST**Bidder's Name:** _____**TENDER NO. CDO0346P23**

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

Sl. No.	Description	Bidder's Confirmation
1.	Bidding structure	
2.	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST%
6.	EMD Details: Whether Bid Securing Declaration submitted	
7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to 120 (One Hundred Twenty) days from Date of opening of bids.	
9.	Whether Mobilization and Completion period of contract is complied?	
10.	Whether Integrity Pact Submitted (if applicable)?	
11.	Confirm that quoted prices shall remain firm and fixed until completion of the contract, except as otherwise mentioned in the bid document.	

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12.	Confirm that percentage of Local Content along with Certification of Incorporation/ Registration and other relevant documents required under BEC Clause No. 1.0 has been submitted.	
13.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	
14.	Confirm acceptance to all terms & conditions of the Tender.	
15.	Confirm that all correspondence must be in English Language only.	
16.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
18	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered over-riding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature _____

Name _____

Designation _____

Office Stamp _____

UNDERTAKING TOWARDS SUBMISSION OF BANK GUARANTEE

To,
Oil India Limited
Contracts Department
Duliajan, Assam - 786602

We, M/s..... are submitting the Performance Security in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing Reference No.for an amount of INR..... valid up to as per terms and conditions of Tender/Contract No.

BG issuing bank details:-

Bank Branch IFS Code	
Contact Details E-mail Addresses	Mobile Telephone Fax
Correspondence Address H No/Street/City	State Country Pin Code

Declaration:

We have arranged to send the confirmation of issuance of the bank guarantee via SFMS portal through our bank using the details mentioned in the tender and hereby confirming the correctness of the details mentioned.

Authorized Signature: _____
Name: _____
Vendor Code: _____
Email ID: _____
Mobile No: _____

Encl: Original bank guarantee

**UNDERTAKING FOR LOCAL CONTENT
(To be submitted in the letter head of the bidder)**

We, _____ (Name of the bidder) have submitted Bid No. _____ against Tender No. _____ dated _____ for

“Hiring the services for Design, Supply, Installation, Testing and Commissioning of Permanent Cathodic Protection for the following Pipelines:

- (i) 8” COD pipeline from location Kumchai EPS to location Kusijan (61 KM approx.).*
- (ii) 14” and 16” Gas pipeline from location Kumchai EPS to location Kusijan (61 KM approx.).”*

We hereby undertake that we meet the mandatory minimum local content requirement as mandated by Ministry of Petroleum and Natural Gas, Government of India vide Notification No. FP-20013/2/2017-FP-PNG dated 17.11.2020 (or as amended from time to time). The percentage of Local Content is ____ %.

For and on behalf of _____

Authorized signatory _____

Name _____

Designation _____

Contact No. _____

Proforma of Bank Guarantee towards Purchase Preference – Local Content

Ref. No. _____ Bank Guarantee No. _____

Dated _____

To,
Oil India Limited

India

Dear Sirs,

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

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any/all money to the extent of Indian Rs. (in figures) _____ (Indian Rupees (in _____ words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is

E-TENDER NO. CDO0346P23

discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

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

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

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

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

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

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

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

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

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

WITNESS NO.1

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

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

WITNESS NO.2

Attorney as per power of
Attorney No. _____
Dated _____

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

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder) for the last 03 (Three) completed accounting years upto..... **(as the case may be)** are correct.

YEAR	TURN OVER In INR	NET WORTH In INR

Place:

Date:

Seal:

Membership Number:

Signature

Registration No.:

UDIN:

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Bidder's Name: _____

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
1		<p><u>BID EVALUATION CRITERIA (BEC)</u></p> <p>The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids shall 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.</p>			
2	1.0	<p><u>ELIGIBILITY CRITERIA:</u></p> <p>The bidder must be incorporated in India and must maintain more than or equal to 20% local content (LC) for the offered services to be eligible to bid against this tender.</p> <p>Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide Letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020 by-MoPNG and amendment vide Notification No. FP-20013/2/2017-FP-PNG-Part (1) (E-36682) dated 23.02.2022 (including subsequent amendments</p>			

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		<p>thereof, if any) shall be applicable.</p> <p>If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.</p> <p>Whether or not the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:</p> <p>(a) The bidder must provide the percentage (%) of local content in their bid, without which the bid is liable for rejection being non-compliant.</p> <p>(b) The Bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney along with the bid, stating that the bidder meets the minimum LC requirement (equal or above 20%) and such undertaking shall become a part of the contract, if awarded [Format enclosed as Proforma-XIII].</p> <p>(c) Bidder to submit a copy of their Certificate of Incorporation/Registration in India.</p>			
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2.0 TECHNICAL EVALUATION CRITERIA:

3	2.1	<p><u>'SIMILAR' Work Experience:</u></p> <p>The Bidder must have experience in successfully executing/completing at least 01(one) 'SIMILAR' work for minimum pipeline length of 61.00 km under single contract in the previous 07 (seven) years to be reckoned from the original bid closing date.</p> <p style="text-align: center;"><u>OR</u></p> <p>The Bidder must have experience of at least 01 (one) 'SIMILAR' work of minimum value of ₹76,85,000.00 (Rupees Seventy Six Lakh Eighty</p>			
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		Five Thousand only) under single contract in the previous 7 (seven) years to be reckoned from the original bid closing date.			
4	Note to BEC Clause 2.1 above	<p>(A) Definition of ‘SIMILAR’ Work: <i>Experience in installation and commissioning of Cathodic protection system for hydrocarbon pipeline including supply of materials in Central Govt. / State Govt. / Public Sector Undertaking / State Govt. Enterprise / any E&P (companies involved in exploration & production of Oil & Gas) or Midstream or Downstream Oil and Gas Company.</i></p> <p>(B) Proof of requisite Experience viz. award and subsequent successful execution/completion of ‘SIMILAR’ work (refer Clause No. 2.1), must be substantiated by submission of the following documents along with the bid:</p> <p>A. Contract document/ Letter of Intent (LOI)/Letter of Award (LOA)/ Work Order showing detailed scope of work in line with Clause 2.1 above.</p> <p style="text-align: center;">AND</p> <p>B. Job Completion Certificate showing:</p> <p>(i) Gross value of job/quantity done (ii) Nature of job done and Work order no. / Contract no. (iii) Contract period and date of completion</p> <p style="text-align: center;">OR</p> <p>SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:</p> <p>(i) Work order no. / Contract no. (ii) Gross value of jobs/quantity done (iii) Period of Service (iv) Nature of Service</p> <p>(C) Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.</p>			

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	<p>(D) Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause No. 2.1 will only be treated as acceptable experience.</p> <p>(E) Following work experience will also be taken into consideration:</p> <p>(i) 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.</p> <p>(ii) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date.</p> <p>(iii) If the prospective bidder has executed a contract in which 'SIMILAR' work is a component of the contract.</p> <ul style="list-style-type: none"> For proof of requisite experience against Para (E) (i), (ii) & (iii) above, to satisfy a) 'SIMILAR' work b) minimum prescribed value / quantity / period c) prescribed period of 07 (seven) years, Bidder(s) must submit the Contract document / LoA / WO showing details of work along with breakup of 'SIMILAR' work and its value / quantity / period executed within the prescribed period of 07 (seven) years reckoned from the original bid closing date. The executed similar work must be certified by the end user and must be supplemented with a certificate clearly specifying the period and value, issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number). <p>(F) In case requisite experience is against <u>OIL's Contract</u>, bidder shall only require to categorically specify OIL's Contract Number and date.</p> <p>(G) In case of 'SIMILAR WORK' executed through 'sub-contracting', the</p>			
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		<p>bidder shall submit relevant documents as mentioned under para (B) and/or (E) above, issued directly by the client organization/end user, along with the confirmation towards consent of the client organization/end user for allowing 'sub-contracting'.</p> <p>(H) 'SIMILAR' work executed by a bidder for its own organization/subsidiary/Joint Venture cannot be considered as experience for the purpose of meeting BEC.</p> <p>(I) Bids submitted for part of the work will be rejected.</p> <p>(J) Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Clause No. 2.1.</p> <p>(K) Any party who is extending support by way of entering into Joint Venture agreement or MOU with another party shall not be allowed to submit an independent bid against this tender. Under such situation both the bids shall be rejected.</p>			
3.0 <u>FINANCIAL EVALUATION CRITERIA:</u>					
5	3.1	<p>Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least ₹38,42,500.00 (Rupees Thirty Eight Lakh Forty Two Thousand Five Hundred only).</p> <p>Note: Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).</p>			
6	3.2	<p>Net worth of the bidder must be Positive for the preceding financial/accounting year.</p> <p><u>Note:</u> Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses</p>			

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		(excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".			
7	Note to BEC clause 3.0 above	<p>a. For proof of Annual Turnover & Net worth, any one of the following documents/photocopies must be submitted along with the bid:</p> <p>(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), as per format prescribed in Proforma-XV.</p> <p><u>Note:</u> Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.</p> <p>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/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) 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 undertaking in support of the same along with their technical bid as per Proforma-X.</p> <p>c. In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed</p>			

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		<p>only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p> <p>d. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para a. and b. above.</p> <p>e. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Para 3.1 & 3.2.</p>			
4.0 COMMERCIAL EVALUATION CRITERIA:					
8	4.1	The bids are to be submitted under single stage Two Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid in their respective fields in E-portal. Only the Price Bid should contain the quoted price.			
9	4.2	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.			
10	4.3	Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed “Bid Securing Declaration” (Proforma-V) accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.			

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11	4.4	Bid Documents/User Id & Password for OIL's E-Tender portal are not transferable.			
12	4.5	Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.			
13	4.6	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.			
14	4.7	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.			
15	4.8	Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.			
16	4.9	Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's E-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Unpriced Techno-Commercial Bid as per tender requirement under "Technical Attachment" Tab Page only.			
17	4.10	<p>Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:</p> <ul style="list-style-type: none"> (i) Firm price (ii) Bid Securing Declaration (iii) Period of validity of Bid (iv) Price Schedule (v) Performance Bank Guarantee/Security deposit 			

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		(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			
18	4.11	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.			
19	4.12	Bid received with validity of offer less than 120 (one hundred twenty) days from Bid Opening Date will be rejected.			
20	4.13	<p>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.</p>			

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5.0 PRICE EVALUATION CRITERIA:					
21	5.1	Price bid 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.			
22	5.2	Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected.			
23	5.3	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.			
24	5.4	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.			
25	5.5	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.			
26	5.6	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.			
27	5.7	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.			

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28	5.8	Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including quoted GST (CGST & SGST/UTGST or IGST).			
29	5.9	<p>OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.</p> <p>However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.</p>			
30	5.10	<p>Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.</p> <p>When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.</p>			
31	5.11	Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.			
32	5.12	Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.			
33	6.0	<p><u>GENERAL:</u></p> <p>6.1 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</p>			

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		<p>bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.</p> <p>6.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.</p> <p>6.3 If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.</p> <p>6.4 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.</p> <p>6.5 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.</p> <p>6.6 The originals of documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.</p>			
7.0 <u>PURCHASE PREFERENCE CLAUSE:</u>					
34	7.0	<p>7.1 <u>PURCHASE PREFERENCE TO MSE BIDDERS:</u> Purchase Preference allowed as per Government Guidelines in Vogue and PPP [Public Procurement policy] for Micro and Small Enterprises is not applicable for this tender (being works contract tender).</p>			

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		<p><u>7.2 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):</u> Purchase preference policy-linked with Local Content (PP-LC) notified vide letter no. FP-20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG and amendment vide Notification No. FP-20013/2/2017-FP-PNG-Part (1) (E-36682) dated 23.02.2022 shall be applicable in this tender. Bidders to check the provisions of the Notification for their eligibility to bid and seek benefits for Purchase preference, accordingly. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.</p> <p>Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions of the notification no. FP-20013/2/2017-FP-PNG dated 17th November 2020 and amendment vide Notification No. FP-20013/2/2017-FP-PNG-Part (1) (E-36682) dated 23.02.2022 or subsequent amendments, if any.</p>			
35	8.0	<p><u>AWARD OF CONTRACT:</u> The contract for hiring of the tendered services shall be awarded as below:</p> <p>A. <u>L-1 bidder is a Class I PPLC bidder:</u> In case if the L1 bidder is a Class I PPLC bidder, the contract shall be awarded to the L1 Class I PPLC bidder.</p> <p>B. <u>L-1 Bidder is other than Class I PPLC:</u> In case if the L1 bidder is not a Class I PPLC bidder, then preference shall be given to the lowest eligible Class I PPLC bidder falling within the price band of L1+20%. If such Class I PPLC bidder agrees to match the price of L1 bidder, then the contract shall be awarded to them, else offer shall be given to the next higher Class I PPLC bidder within price band of L1+20% and so on.</p> <p>In case none of the Class I PPLC bidder within price band of L1+20% accept the L1 price, then the contract shall be awarded to L1 bidder.</p>			

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36	9.0	<u>COMPLIANCE OF THE COMPETITION ACT, 2002:</u> The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.			
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