



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

CONTRACTS DEPARTMENT
TEL: (91) 374-2800548
E-mail: contracts@oilindia.in
Website: www.oil-india.com
FAX: (91) 374-2803549

WORKS CONTRACT

FORWARDING LETTER

Sub: Hiring of Services for Construction of 02 (two) nos. of 795 KL Formation Water Storage Tank at OCS 3.

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>”.

One complete set of Bid Document covering OIL's IFB for hiring of above service 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.	:	CDO1581P23
(ii)	Type of Bid	:	Open Indigenous E-Tender, Single Stage Two Bid System
(iii)	Bid Closing Date & Time	:	20.10.2022 [1100 Hrs IST]
(iv)	Technical Bid Opening Date & Time	:	20.10.2022 [1400 Hrs IST]
(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. A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their bid.
(ix)	Mobilization Period	:	45 (Forty-Five) 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 the Defect Liability Period.
(xiv)	Location of job		OCS 3, OGPS Department
(xv)	Duration of the Contract	:	01 (one) year
(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

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' interface. At the top, there are tabs: **Submit**, **Read Only**, **Print Preview**, **Check**, **Technical RFX Response**, and **Close**. Below these, the RFX details are displayed: RFX Response Number 60038748, RFX Number, RFX Owner BHARALI, and Total Value 0.00 INR. The main section is titled 'RFX Information' and includes sub-tabs: **Basic Data**, **Questions**, and **Technical Attachments**. Under 'Basic Data', there are 'Event Parameters' and 'Detailed Price Information'. The 'Event Parameters' section includes a 'Currency' dropdown menu (set to 'Indian Rupee') and a 'Total Bid Value' input field. The 'Detailed Price Information' section includes a 'No Price' checkbox. Callouts provide additional context: 'Bidder to select the currency of the Response' points to the 'Currency' dropdown; '“Total Bid Value” is mandatory in “No Price” RFX only' points to the 'No Price' checkbox; and '“Total Bid Value” considering all the taxes & duties.' points to the 'Total Bid Value' input field.

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

Date: 20.09.2022

(PRIYANKA KUMARI)
SR. OFFICER CONTRACTS (O)
For, **GM (CONTRACTS) (HOD)**
For, **RESIDENT CHIEF EXECUTIVE**

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) Certificate of Annual Turnover & Net Worth (Annexure-X)
- 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.), Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC 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. Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC
E-mail: tmbhasin@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].

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

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-Part (4) (E-41432) dated 26.04.2022** by - MoPNG (including subsequent amendments thereof, if any) shall be applicable.

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 shall be summarily rejected 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 specifying the LC Percentage 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 in India.

2.0 TECHNICAL EVALUATION CRITERIA:**2.1 EXPERIENCE:**

The bidder must have experience of executing/completing 'WORK' of value minimum **Rs 1,13,62,900.00 (Rupees One Crore Thirteen Lakh Sixty Two Thousand Nine Hundred only)** under single contract during the last 07 (Seven) years reckoned from the original bid closing date in Central Govt./State Govt./Public Sector Undertaking/State Govt. Enterprise/any E&P company (E&P means any company engaged in exploration and production of crude oil & natural gas).

Notes to BEC Clause 2.1 above:

- a. 'Work' mentioned in Clause 2.1 above means:

i. Experience of supply of materials, fabrication, erection, painting and commissioning of petroleum storage tank(s)/ formation water storage tank(s)/ Chemical storage tank(s) with associated piping fabrication job of minimum capacity 160 KLs as per API 650.

AND

ii. Experience in related civil and mechanical works viz. construction of foundation(s)/ Oil water traps/ drainage, walkways etc.

b. Proof of requisite Experience, viz. award and subsequent successful execution/completion of work (refer Clause no. 2.1 above), 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 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 done
- iii. Period of Service
- iv. Nature of Service

c. In case requisite experience is against **OIL's Contract**, bidder shall only be required to categorically specify OIL's Contract Number and date.

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

e. Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause Nos. 2.1 will only be treated as acceptable experience.

f. Following work experience will also be taken into consideration:

- (i) If the prospective bidder has executed contract in which 'work' is also a component of the contract.
- (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 is executing '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.

In case the documents submitted as per Para f. above are not sufficient to establish the value/quantity/period of the work against Para b, (A) and (B) to Notes to BEC Clause 2.1 above, the bidder shall also have to submit the breakup of the works executed under such contract(s) clearly indicating the value / quantity / period of 'work' which should be certified by the end user or a certificate issued by a practicing Chartered / Cost Accountant Firm (with Membership Number & Firm Registration Number).

g. In case of 'Work' executed through 'sub-contracting', the bidder shall submit confirmation towards consent of the client organization/end user for allowing 'sub-contracting'.

h. 'Work' executed by a bidder for its own organization/subsidiary 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 Para 2.1.

3.0 FINANCIAL 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 minimum **Rs. 1,13,62,900.00 (Rupees One Crore Thirteen Lakh Sixty Two Thousand Nine Hundred only).**

[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 the bidder must be Positive for the preceding financial/accounting year.

[Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium account (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 **Annexure-X**.

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 Para 3.1 & 3.2.

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 will 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 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.

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

4.5 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 authorised signatory. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

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

4.7 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.

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

- (i)** Firm price
- (ii)** Bid Securing 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
- (xiii)** Applicable Laws
- (xiv)** Specifications
- (xv)** Integrity Pact

4.9 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.

4.10 Bid received with validity of offer less than **120 (One Hundred Twenty) days** from Bid Opening Date will be rejected.

4.11 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. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial 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 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.

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 will 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 will be straightway rejected.

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.

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.

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 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.

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.

5.8 The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and GST.

5.9 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.

5.10 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.

5.11 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.

5.12 Based on the evaluation of techno-commercially qualified bidders, the job will 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 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-Part (4) (E-41432) dated 26.04.2022 of MoPNG 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-Part (4) (E-41432) dated 26.04.2022 or subsequent amendments, if any.

7.0 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.

8.0 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.

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
Page 14 of 38

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 be 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 pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

42.4 Resolution of disputes through conciliation by OEC

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

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

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

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

42.5 Exclusions

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

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

43.0 COMPLETION OF CONTRACT:

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

44.0 TERMINATION:

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

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

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

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

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

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

SCHEDULE OF WORK, UNIT AND QUANTITY: (SOQ)

DESCRIPTION OF WORK/SERVICE: Hiring of Services for Construction of 02 (two) nos. of 795 KL Formation Water Storage Tank at OCS 3.

Item No.	Description of Services	UOM	Estimated Quantity
10	Erection and dismantling of barrier wall: Erection of barrier wall with CGI sheet to a height of minimum 10 meter to isolate the working area from the existing installation on three sides as per the instruction of the OIL's concerned Section Engineer(s)/ his or her representative. The wall should be strong enough with proper structural supports and drawings may be submitted to OIL's concerned Section Engineer(s) for approval prior to erection job. No hot job (welding/cutting/grinding etc.) would be allowed at site during installation of the barrier wall and also in the working place till the wall is completed and the area is made completely gas free which is to be confirmed by gas testing. The site shall also have to be free from any hazardous /inflammable substances/ materials etc. and necessary work permit/ clearance from OIL's concerned Section Engineer(s)/his/her representative must be taken prior to start the job on daily basis. The required pipes for the posts to be used for erection of barrier wall shall be arranged by company which shall have to be transported by the contractor to the work site from the place of handling over for job execution. The contractor shall have to dismantle the so erected barrier walls upon completion of the tank construction job. The Contractor will have to arrange all necessary infrastructure (scaffolding/working platform etc.) to facilitate erection and dismantling of the barrier walls in a safe manner and to the satisfaction of the OIL's concerned Section Engineer(s)/ his/ her representative.	M (Meter)	200.00

20	Design of 795 KL tank Foundation Complete design of 795 KL capacity Tank Foundation including soil survey. All design, detail engineering documents and drawings pertaining to tank foundation (OIL drawing provided in the tender may be utilized as reference) will have to be vetted/ certified by Engineers India Limited(EIL)/ Projects or Development India Limited (PDIL) OR other central/ state recognized institute(s). Contractor shall submit vetted/certified copy of design of 795 KL foundation, soil survey report of the site to the OIL'S concerned Section Engineer(s).	NO (Number)	2.00
30	Construction of new RCC foundation for 795 KL tank: Construction of RCC foundation for the 795 KL tank as per the detailed drawings submitted by the contractor and approved by OIL (drawings no. OIL/4113 may be referred in this case). This job also includes construction of drain around the foundation. For low lying/ submerged area/ pit/ unconsolidated or marshy land, the contractor shall have to develop the area required for the job at his own cost. All materials for construction will be supplied by the contractor. Contractor will have to employ all the resources required for such construction activity at his own cost. Note: Construction of RCC foundation will be done based on the soil survey report and design of the tank as per line item no. 20.	NO (Number)	2.00
40	Fabrication and Erection of 795 KL Tank Supply of materials, fabrication and erection of 795 KL capacity fixed roof tank using jack-up method as per OIL Drawings (OIL/3077. Oil/0559 and OIL/4240) and API 650 standard along with anti-corrosive coating.	NO (Number)	2.00
50	External painting: Thorough cleaning and painting of external surfaces of the tank including shell. Roof. Soil side bottom plate (before installation) and all fitting/ accessories etc. connected to the tank	M2 (Meter Square)	1716.00

	body as per direction of OIL's concerned Section Engineer(s)/ his/ her representative. The plate surfaces shall be adequately cleaned and there shall be no rust/ scale left on the plates. Painting jobs shall only be done after completion of cleaning jobs and physical inspection by the OIL's concerned Section Engineer(s)/ his/her representative at site. After putting two coats of Epoxy Zinc Chromate Primer (30 micron DFT in each coat) or equivalent, two coats of aluminium/ enamel paint will have to be applied (colour to be approved by OIL's concerned Section Engineer(s)). For the soil side bottom plate, one coat of Zinc Silicate primer (65 micron DFT) followed by two coats of high build Epoxy black paint (100 micron DFT in each coat) will have to be applied. The Contractor will have to arrange all necessary infrastructures including scaffolding/ working platform etc. to facilitate painting jobs. All paints, primers, painting materials etc. will have to be supplied by the contractor and should be duly approved by the OIL's concerned Section Engineer(s)/ his / her representative prior to application of paint. OIL's approved third party inspection report with special mention of meeting the aforesaid stated specifications in this regard shall have to be submitted by the contractor upon completion of the job.		
60	Hydraulic testing of 795 KL tank as per specification and direction of Site Engineer/ Installation Manager/ his / her representative Source Water for Hydraulic Testing will be provide by the company wherever applicable. In case source water is not available from Company's side, contractor shall have to arrange the same at his own cost. However, Temporary pipeline connection etc. should be arranged/made by the contractor for lifting/filling water in the tank. For hydraulic testing of the newly fabricated/ constructed tanks, all works such as arrangement of suitable pumps for filling of water to the tank, electricity, operation/running of the pump including all	JOB	2.00

	necessary connections to and from the water source will be arranged/ executed by the contractor. After filling the tank with water, a minimum period of 24 hours duration shall be maintained to observe any possible leakage/ settlement of foundation etc. Necessary hydraulic test report including the pressure test chart record certified by the OIL's concerned Section Engineer(s)/ his/ her representative shall have to be submitted by the contractor.		
70	Calibration of the 795 KL tank Calibration of 795 KL tanks including all necessary arrangement & Govt. fees etc. Note: Contractor will have to make all necessary arrangements for Calibration of the tanks fabricated and tested. The job is to be done by a Govt. approved agency and relevant documents issued by Govt. authority will be submitted to OIL.	JOB	2.00
80	Transportation of various diameter pipes (Bevel end/Screwed) up to 250mm NB diameter (Provided by OIL) from OIL's Materials Dept. godown/pipe yards at the new/old industrial areas/well head setup/site/OCS/EPS/Department/ field locations including loading and unloading with the help of Trailers/Crane without causing any damage to the pipes/pipe ends. Defective pipes shall be rejected prior to loading/ receiving by the contractor. The contractor will have to bear all the cost required for the job. Maximum distance-60 km. Average length of pipe- 11.90 m.	TKM	536.00
90	Transportation of various types of materials (provided by OIL) including valves such as gate/ plugs/ ball/ check/ control valves etc., pipe fittings of various sizes ranging up to 250mm NB diameter such as elbow, bend flange, tee, swage etc. M.S. plates, gratings, angle iron, flat bar, rod etc. as per the requirement of the job from OIL's Materials Department godown/ pipe yards near OCS 3/ South Bank office/ industrial area etc. including loading & unloading to the work site in truck/ trailer without causing any damage to the materials. Defective materials shall be rejected prior to loading/ receiving by the Company Engineer/ installation Manager/ his or her representative.	TRP	2.00

	The contractor will have to bear all the cost required for the job (maximum load per trip- 10 tonnes).		
100	Handling of 250mm NB Pipes and Fittings Handling, laying, aligning, swabbing, purging and welding of bevel/screwed ended pipes and various fitting such as flange, bend, reducer, elbow tee etc. (All materials to be supplied by Contractor) on ground/ above ground/ under-ground/ elevated position for making connection to various equipment/ vessel/ tank/ within the working Complex. This job also includes bending of pipes through appropriate method/ repair of pipe ends etc., if necessary, with cutting torch, grinding, removing ovality etc. Welding, if any, should be as per API 1104 with requisite number of runs. The welding slag deposited during welding shall have to be removed by appropriate method after completion of each run of welding job.	JT	30.00
110	Handling of 200mm NB Pipes and Fittings: Handling, laying, aligning, swabbing, purging and welding of bevel/screwed ended pipes and various fitting such as flange, bend, reducer, elbow tee etc. (All materials to be supplied by Contractor) on ground/ above ground/ under-ground/ elevated position for making connection to various equipment/ vessel/ tank/ within the working Complex. This job also includes bending of pipes through appropriate method/ repair of pipe ends etc., if necessary, with cutting torch, grinding, removing ovality etc. Welding, if any, should be as per API 1104 with requisite number of runs. The welding slag deposited during welding shall have to be removed by appropriate method after completion of each run of welding job.	JT	30.00
120	Handling of 150mm NB Pipes and Fittings Handling, laying, aligning, swabbing, purging and welding of bevel/screwed ended pipes and various fitting such as flange, bend, reducer, elbow tee etc. (All materials to be supplied by Contractor) on ground/ above ground/ under-ground/ elevated position for making connection to various equipment/ vessel/ tank/ within the working Complex. This job also includes bending	JT	50.00

	of pipes through appropriate method/ repair of pipe ends etc., if necessary, with cutting torch, grinding, removing ovality etc. Welding, if any, should be as per API 1104 with requisite number of runs. The welding slag deposited during welding shall have to be removed by appropriate method after completion of each run of welding job.		
130	Handling of 100mm NB Pipes and Fittings Handling, laying, aligning, swabbing, purging and welding of bevel/screwed ended pipes and various fitting such as flange, bend, reducer, elbow tee etc. (All materials to be supplied by Contractor) on ground/ above ground/ underground/ elevated position for making connection to various equipment/ vessel/ tank/ within the working Complex. This job also includes bending of pipes through appropriate method/ repair of pipe ends etc., if necessary, with cutting torch, grinding, removing ovality etc. Welding, if any, should be as per API 1104 with requisite number of runs. The welding slag deposited during welding shall have to be removed by appropriate method after completion of each run of welding job.	JT	50.00
140	Handling, aligning and installation of 250mm NB size Flanged type Valves such as control/gate/check/ ball plug valves etc. with flanges on pipeline laid over ground/ underground/ overhead or at all elevation wherever required with proper gaskets and nuts & bolts etc. (to be supplied by Contractor) in both sides as per the instruction of site engineer/ Installation Manager (IM) or his/ her representative. In case of generation of shear/ deformations on the pipelines or its fittings after the activity on either side of valves the same will have to be repaired/ rectified to bring back the same to the original condition by the Contractor at his/ her own cost and no compensation to the effect shall be entertained by the Company. Before installation, the valves to be tested hydraulically to the requisite pressure as per the instruction of the site engineer/ Installation Manager (IM) or his/ her representative. Welding, if any, should be as per API 1104 with requisite number of runs. The welding slag deposited during welding shall have to be	NO (Number)	2.00

	removed by appropriate method after completion of each run of welding job.		
150	Handling, aligning and installation of 200mm NB size Flanged type Valves such as control/gate/check/ ball plug valves etc. with flanges on pipeline laid over ground/ under-ground/ overhead or at all elevation wherever required with proper gaskets and nuts & bolts etc. (to be supplied by Contractor) in both sides as per the instruction of site engineer/ Installation Manager (IM) or his/ her representative. In case of generation of shear/ deformations on the pipelines or its fittings after the activity on either side of valves the same will have to be repaired/ rectified to bring back the same to the original condition by the Contractor at his/ her own cost and no compensation to the effect shall be entertained by the Company. Before installation, the valves to be tested hydraulically to the requisite pressure as per the instruction of the site engineer/ Installation Manager (IM) or his/ her representative. Welding, if any, should be as per API 1104 with requisite number of runs. The welding slag deposited during welding shall have to be removed by appropriate method after completion of each run of welding job.	NO (Number)	4.00
160	Handling, aligning and installation of 150mm NB size Flanged type Valves such as control/gate/check/ ball plug valves etc. with flanges on pipeline laid over ground/ under-ground/ overhead or at all elevation wherever required with proper gaskets and nuts & bolts etc. (to be supplied by Contractor) in both sides as per the instruction of site engineer/ Installation Manager (IM) or his/ her representative. In case of generation of shear/ deformations on the pipelines or its fittings after the activity on either side of valves the same will have to be repaired/ rectified to bring back the same to the original condition by the Contractor at his/ her own cost and no compensation to the effect shall be entertained by the Company. Before installation, the valves to be tested hydraulically to the requisite pressure as per the instruction of the site engineer/ Installation Manager (IM) or his/ her representative. Welding, if any, should be as per API 1104 with requisite number of runs. The welding slag	NO (Number)	4.00

	deposited during welding shall have to be removed by appropriate method after completion of each run of welding job.		
170	Handling, aligning and installation of 100mm NB size Flanged type Valves such as control/gate/check/ ball plug valves etc. with flanges on pipeline laid over ground/ underground/ overhead or at all elevation wherever required with proper gaskets and nuts & bolts etc. (to be supplied by Contractor) in both sides as per the instruction of site engineer/ Installation Manager (IM) or his/ her representative. In case of generation of shear/ deformations on the pipelines or its fittings after the activity on either side of valves the same will have to be repaired/ rectified to bring back the same to the original condition by the Contractor at his/ her own cost and no compensation to the effect shall be entertained by the Company. Before installation, the valves to be tested hydraulically to the requisite pressure as per the instruction of the site engineer/ Installation Manager (IM) or his/ her representative. Welding, if any, should be as per API 1104 with requisite number of runs. The welding slag deposited during welding shall have to be removed by appropriate method after completion of each run of welding job.	NO (Number)	8.00
180	Handling of 250mm NB Companion Flange Handling, aligning and hooking up of Companion Flanges on pipe lines over ground/ underground/ overhead or at all elevation as required, complete with jointing materials/ nut-bolts etc. (to be supplied by Contractor) wherever required as per the instruction of site engineer/ Installation Manager (IM) or his / her representative. In case of generation of shear/ deformations on the pipelines or its fittings after the activity on either side of Flange the same will have to be repaired/rectified to bring back the same to the original condition by the Contractor at his/her own cost and no compensation to the effect shall be entertained by the company. Welding, if any, should be as per API 1104 with requisite number of runs. The welding slag deposited during welding shall have to be removed by appropriate method after completion of each run of welding job.	PAA	4.00

190	Handling of 200mm NB Companion Flange Handling, aligning and hooking up of Companion Flanges on pipe lines over ground/ underground/ overhead or at all elevation as required, complete with jointing materials/ nut-bolts etc. (to be supplied by Contractor) wherever required as per the instruction of site engineer/ Installation Manager (IM) or his / her representative. In case of generation of shear/ deformations on the pipelines or its fittings after the activity on either side of Flange the same will have to be repaired/rectified to bring back the same to the original condition by the Contractor at his/her own cost and no compensation to the effect shall be entertained by the company. Welding, if any, should be as per API 1104 with requisite number of runs. The welding slag deposited during welding shall have to be removed by appropriate method after completion of each run of welding job.	PAA	8.00
200	Handling of 150mm NB Companion Flange Handling, aligning and hooking up of Companion Flanges on pipe lines over ground/ underground/ overhead or at all elevation as required, complete with jointing materials/ nut-bolts etc. (to be supplied by Contractor) wherever required as per the instruction of site engineer/ Installation Manager (IM) or his / her representative. In case of generation of shear/ deformations on the pipelines or its fittings after the activity on either side of Flange the same will have to be repaired/rectified to bring back the same to the original condition by the Contractor at his/her own cost and no compensation to the effect shall be entertained by the company. Welding, if any, should be as per API 1104 with requisite number of runs. The welding slag deposited during welding shall have to be removed by appropriate method after completion of each run of welding job.	PAA	4.00
210	Handling of 100mm NB Companion Flange Handling, aligning and hooking up of Companion Flanges on pipe lines over ground/ underground/ overhead or at all elevation as required, complete with jointing materials/ nut-bolts etc. (to be supplied by Contractor) wherever required as per the instruction of site engineer/ Installation Manager (IM) or his / her representative. In case of generation of shear/ deformations on the pipelines or its fittings after	PAA	8.00

	the activity on either side of Flange the same will have to be repaired/rectified to bring back the same to the original condition by the Contractor at his/her own cost and no compensation to the effect shall be entertained by the company. Welding, if any, should be as per API 1104 with requisite number of runs. The welding slag deposited during welding shall have to be removed by appropriate method after completion of each run of welding job.		
220	Fabrication of various pipe fittings like Bend, Tee, Reducer etc. by welding including handling, cutting, end preparation etc. The job will be quantified as per unit length of welding measured in centimetre. All materials to be supplied by Contractor. Welding should be as per API 1104 with requisite number of runs. The welding slag deposited during welding shall have to be removed by appropriate method after completion of each run of welding job.	CM	2000.00
230	Supply, fabrication, welding & erection of Single Leg Pipe Supports with 100mm NB M.S. pipes, including clamping of pipes up to 1.5m height, generally as per the sketch no OIL/PO/04. All materials like pipes clamps, base plates, bolts & nuts etc. will be arranged and supplied by the contractor. The job also includes construction of Pillar Foundations for the pipe supports fabricated of size 0.25m (L) x 0.25m (B) x 0.40m (Depth) made out of CC of 1:1:5:3 ratio, including grouting.	NO (Number)	20.00
240	Supply, fabrication, welding & erection of Double Leg Pipe Supports: Supply, fabrication, welding & erection of Double Leg Pipe Supports with 100mm NB M.S. pipes, including clamping of pipes up to 1.5m height, generally as per the sketch no. OIL/PO/05. All materials like pipes, clamps, base rates, bolts & nuts etc. will be arranged and supplied by the contractor. The job also includes Pillar Foundations for the pipe supports fabricated of 0.25m (L) x 0.25m (B) x 0.40m (Depth) made out of CC of 1:1:5:3 ratio, including grouting.	NO (Number)	10.00
250	Supply, fabrication, welding & Erection of Concrete Pipe Supports: Supply of all materials, erection, installations, plastering, curing of RCC Pipe Supports (1:1:5:3 mixture) including clamping System / arrangement as per OIL drawing no. OIL/PSS/01. Provision of clamping with the help of U clamps with nuts to clamp different diameter pipes with nuts and washers including all civil construction materials will have to be	M3 (Meter Cube)	50.00

	supplied by the contractor. All the supplied materials must be approved by OIL prior to erection including material test certificates and other documents.		
260	Supply, Fabrication and erection of walkway and walkway platform of 750mm width with railings over the pipe/bunch of pipes, bundh, dyke wall, drains etc. as per sketch no. OIL/PP/17 supplied herewith (which is a representative drawing of walkways and which may be adjusted as per requirement depending on availability of space). The contractor will supply all necessary materials like M S Grating (500mm width) support pipes, Angle iron frame, railing etc. and prior approval for all materials will have to be obtained from the company representative. After fabrication/erection, the posts are to be grouted out of CC composition 1:1:5:3 as per directive of site engineer/ Installation Manager (IM) or his/her representative. All grouting materials will be supplied by the contractor. Size of the grouting 0.2m (L) x 0.2m (W) x 0.4m (H).	M (Meter)	60.00
270	Radiographic inspections of Pipe/ Welded Joints: Radiographic inspection of pipe/welded joints by a third party inspection agency (approved by BARC) as directed by the site engineer/ Installation Manager (IM) or his/her representative. All necessary equipment including the inspection agency to be arranged by the contractor at his/her own cost (no reimbursement shall be entertained by company) with the approval of the company engineer/Installation Manager (IM) or his/ her representative. Certification from the third party inspection agency to the effect shall have to be deposited to OIL. Size: 150mmNB to 250mm NB (for pipe joints)	NO (Number)	40.00
280	Radiographic inspections of Pipe/ Welded Joints: Radiographic inspection of pipe/welded joints by a third party inspection agency (approved by BARC) as directed by the site engineer/ Installation Manager (IM) or his/her representative. All necessary equipment including the inspection agency to be arranged by the contractor at his/her own cost (no reimbursement shall be entertained by company) with the approval of the company engineer/Installation Manager (IM) or his/ her representative. Certification from the third party inspection agency to the effect shall have to be	NO (Number)	81.00

	deposited to OIL. Size: 50mmNB to 100mm NB (for pipe joints)		
290	Letter Writing (300mm to 450mm): Arrow marking on piping and letter writing on vessels, tanks, signboards, pipping, shed, pumps etc. Writing will be in English, Assamese and Hindi as per the instruction of the site engineer with approved paints. All materials including paint, paint brush etc. for the job will be arranged by the contractor. Letter size- From 300mm to 450mm	NO (Number)	300.00
300	Letter Writing (150mm to 299mm): Arrow marking on piping and letter writing on vessels, tanks, signboards, pipping, shed, pumps etc. Writing will be in English, Assamese and Hindi as per the instruction of the site engineer with approved paints. All materials including paint, paint brush etc. for the job will be arranged by the contractor. Letter size- From 150mm to 299mm	NO (Number)	100.00
310	Erection of brick/dyke wall around the Tanks as per OIL drawing no. OIL/2488 including steps on both side and painting the all exposed surfaces with exterior weather proof paint. All materials will be supplied by the contractor.	M (Meter)	170.00
320	Additional increase in height of brick/dyke wall around the Tanks over the Line item no. 320 to match the design of OIL drawing no. OIL/2488 including steps on both side and painting the all exposed surfaces with exterior weather proof paint. All materials will be supplied by the contractor.	M (Meter)	8.00
330	Casting of PCC for the Tank Farm Floor: Casting of PCC (1:1:5:3) for the tank farm floor, including broken floor in the adjoining areas, supports, drains etc. The job is to be carried out with one layer of brick soling followed by 75mm cc and as per the directive of the company engineer/ Installation Manager (IM) or his/her representative. The job involved chipping/breaking/cleaning the existing floor and reconstruction of the same including drainage system. All the material for the job is to be supplied by the contractor. For low lying submerged area/pit/unconsolidated or marshy land, the contractor shall have to develop the area employing all his resource required for the job at his own cost.	M2 (Meter Square)	938.00

340	Earthing System of Tanks: Earthing connection of the storage tanks including supply of all materials. Providing complete earthing system to the constructed tanks, consisting of G.I earthing Bus, Earth Electrodes, connected firmly to the shell, as per drawing/ specifications provided in Drawing No. OIL/EPS/ELECT-007, including all the associated jobs This item includes supply of all materials, fabrication and erection as needed. This item also includes construction of brick/RCC enclosure as per sketch no. OIL/EPS/ELECT-002 for earth electrode pits with concrete cover at various locations. There shall also be two earth pits constructed for each tank diametrically opposite to each other.	JOB	2.00
350	Supply of API 600GATE VALVE with Companion flange, 10"X150 Class RF FLANGED END Cast Carbon Steel Gate valve as per API 600 specification, regular bore type, rising stem, bolted bonnet, outside screw and yoke, integrally cast flexible wedge gate. End flanges having serrated RF face drilled in accordance with ANSI B-16.5 face to face dimension as per ANSI B-16.10 & tested as per API 598 specification.	NO (Number)	2.00
360	Supply of API 600GATE VALVE with Companion flange, 8"X150 Class RF FLANGED END Cast Carbon Steel Gate valve as per API 600 specification, regular bore type, rising stem, bolted bonnet, outside screw and yoke, integrally cast flexible wedge gate. End flanges having serrated RF face drilled in accordance with ANSI B-16.5 face to face dimension as per ANSI B-16.10 & tested as per API 598 specification.	NO (Number)	4.00
370	Supply of API 600GATE VALVE with Companion flange, 6"X150 Class RF FLANGED END Cast Carbon Steel Gate valve as per API 600 specification, regular bore type, rising stem, bolted bonnet, outside screw and yoke, integrally cast flexible wedge gate. End flanges having serrated RF face drilled in accordance with ANSI B-16.5 face to face dimension as per ANSI B-16.10 & tested as per API 598 specification.	NO (Number)	4.00
380	Supply of API 600GATE VALVE with Companion flange, 4"X150 Class RF FLANGED END	NO (Number)	8.00

	Cast Carbon Steel Gate valve as per API 600 specification, regular bore type, rising stem, bolted bonnet, outside screw and yoke, integrally cast flexible wedge gate. End flanges having serrated RF face drilled in accordance with ANSI B-16.5 face to face dimension as per ANSI B-16.10 & tested as per API 598 specification.		
390	Isolation of Process Pipelines Isolation of all process pipelines passing through the tank erection site to make the erection site completely safe for erection & fabrication job. The job involves opening up/ removal of existing flanged/ screwed joints etc. and installation of blind flange(s)/ plug(s) in the pipings leading to the process in operation. Isolation of such pipelines must be displayed by putting appropriate signage/ playcard at places clearly visible from all directions/ corners.	NO (Number)	8.00
1. Mobilization Period: 45 (Forty-Five) days from the date of issue of LOA.			
2. Duration of Contract: 01 (one) year.			

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	45 (Forty-Five) days from the date of issue of LOA.
Duration of contract	01 (one) year
Inspection	OIL shall have the right but not the obligation to inspect the works during its progress. The Contractor shall provide proper access for such inspection.
Performance Security	3% of Contract Value
Terms of Payment	The Contractor would be paid percentage of payment for the items completed as progressive payment during the progress of the job not oftener than once in a month per job.
Submission of Invoice	The Invoice copies should be submitted to CGM (OGPS) for processing of the Invoice.
Insurance	Comprehensive General Liability Insurance: The Contractor shall submit the copy of Insurance policy for his personnel to be engaged for jobs under the contract at the time of mobilization of contract. a. This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor. His agents, his employees. His representatives and Sub-Contractor's or from riots, strikes and civil commotion. b. Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his worker. c. The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to other materials/ equipment/ properties during construction, erection and commissioning at site. d. The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipment and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.

	e. The Contractor shall take out insurance policy from one or more nationalized insurance company form any branch office. f. Any such insurance requirements as are hereby established as the minimum policies and coverages which Contractor must secure and keep in force must be complied with, Contractor shall at all times be ready to obtain additional or increased coverages at Contractor's sole expenses. g. ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS: Contractor shall also carry and maintain any and all other insurance(s) which he/she may be required under any law or regulation from time to time without any extra cost to the Company. He shall also carry and maintain any other insurance which may be required by the Company. h. The premium/levies of insurance for his/her personnel for any kind of insurance scheme shall be borne by the Contractor only and at no cost to the Company. i. The Contractor is also responsible for renewal of such insurance policies (as applicable) at the end of the validity at no cost to the company.
Warranty and remedy of defects	Workmanship and quality of materials supplied by the Contractor are to be guaranteed for a minimum period of 12 (twelve) months from the date of handover of each tank which shall be treated as defect liability period. The Contractor shall repair and replace any defects occurred by way of bad workmanship or mishandling or defective/ substandard materials supplied during the guarantee/ defect liability period of 12 (twelve) months from the date of handover of each tank.
Subcontracting: Allowed/Not Allowed	Not Allowed.
If allowed, define Petty Services	Subcontracting of petty services against this contract is not applicable.
Address details for submission of invoice	<i>All Invoices are to be sent to the following address:</i> CGM-OGPS 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/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	Hiring of Services for Construction of 02 (two) nos. of 795 KL Formation Water Storage Tank at OCS 3.
Area Of Operation	Assam Field.
HSE Policy	Refer Part - V: Safety Measures of Tender documents.
Notice	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: <u>Company</u> a) <u>For contractual matters</u> GM (Contracts) OIL INDIA LIMITED PO DULIAJAN - 786602 ASSAM, INDIA Phone No. 91-374-280 8650 Email: contracts@oilindia.in b) <u>For technical matters</u> CGM-OGPS Oil India Limited, P.O. Duliajan-786602 Dist. Dibrugarh, Assam. Phone No. 91-374- 280 6466 Email: dilipgoswami@oilindia.in <u>Any other matter related with amendment of the Contract</u> CGM-PSS Oil India Limited, P.O. Duliajan-786602 Dist. Dibrugarh, Assam. Phone No. 91-374- 280 6440 Email: malaydas@oilindia.in c) <u>Contractor</u> _____ A notice shall be effective when delivered or on the notice's effective date, whichever is later.

RECORDS, REPORTS AND INSPECTION	A. <u>Inspection & Testing of materials:</u> The Company shall have the power to inspect and/or test by itself including radiographic test or through an independent person /or agency(ies) appointed by the company and/ or to direct the contractor to inspect and/or test all whatsoever supplied including materials, items and components proposed for supply (if any) for incorporation in the works, during the course of construction or fabrication or repair by the contractor. The inspection and/or test shall be conducted at the expense of the contractor. The contractor may be directed by the company to conduct such test/inspection by any agency (ies)/ vendor(s) approved by the company which shall be done by the contractor at no cost to OIL. Report to the effect shall be submitted to OIL for record, if any. ii. The Installation Manager/Site Engineer/his or her representative shall have the power to reject any defective material, item or component (including specially manufactured or fabricated items or components) supplied by the contractor for incorporation in the works at any time notwithstanding previous inspection and/or testing thereof by or on behalf of the Company. The decision of the Company/Site Engineer/his or her representative as to reject any defective material, item or component shall be final and binding upon the contractor and upon such rejection the contractor shall perform such work as shall be necessary to bring the material/ item/component to the requisite standard. The Contractor shall have to replace such defective/rejected item or materials at his own cost and expenses. No claims to the effect shall be entertained. B. <u>Inspection & Testing of works:</u> i. The contractor shall at all times ensure high standard of workmanship, related to the work to the satisfaction of the Installation Manager/Site Engineer/his or her representative. The Installation Manager/Site Engineer/his or her representative shall have the power to inspect the work in all respects at any point of time up to the completion of the work and also to instruct the contractor to test the works or any structure, material(s) or component(s) thereof at the risk and cost of the contractor. ii. The contractor shall provide all facilities, instruments, materials, labours and other resources required for testing of the works and shall provide the Installation Manager/Site Engineer/his or her representative all assistance necessary to inspect the tests carried out by the contractor. iii. The contractor at all times shall also provide and keep at all times during the progress of the work, proper means of access to the work and every part thereof by means of ladders, gangways etc. for inspection and measurement of the work. iv. Should the Installation Manager/Site Engineer/his or her representative on inspection or test be not satisfied with the
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quality of workmanship, of any work, material or component (the decision of the Installation Manager/Site Engineer/his or her representative being final in this behalf) the contractor shall re-perform, replace, re-install and/or re-erect (as the case may be) such work, structure material or component and no such rejected work, structure, materials or item or component shall be re-used with reference to the work except with the prior permission of the Installation Manager/ Site Engineer/his or her representative.

C. Final test and possession of works:

i. As soon as the works have been completed in all respects to the satisfaction of the Installation Manager/Site Engineer/his or her representative, final tests of the works shall be undertaken by the contractor at the risk and costs of the contractor in the presence of the Installation Manager/Site Engineer/his or her representative or the Company representative. The company may at its discretion permit final tests in piecemeal in respect of particular part(s) or sections(s) or group(s) of the works or in respect of particular job site(s) involved. Upon completion of the final test the contractor shall submit the handover documents to the Installation Manager /Site Engineer/his or her representative along with all copies of inspection/test certificates/documents for record.

ii. Upon satisfactory completion of the final test(s), the Installation Manager/Site Engineer/ his or her representative shall prepare a final test certificate/take over document which shall certify the date of final test(s)/commissioning in respect of the work(s) that have been successfully completed and where the final test(s) have been conducted altogether or in piecemeal in respect of the related part(s)/ sections(s)/ group(s)/job site(s) which shall be certified by the concerned Installation Manager /site Engineer/Engineer in charge.

iii. As and from the date of successful completion of final tests/ commissioning as mentioned in the final test certificate, the Company shall be deemed to have taken over the work(s)/ part (s/ section(s)/ group(s), in respect of which final test certificate have been issued.

iv. If during the Final Tests or prior thereto any defect(s) in any work performed or structure or component installed/ erected or material or other items incorporated in the works is/ are noticed, the contractor shall forthwith remove and/ or demolish the same and re-perform, replace, reinstall or re-erect the same and otherwise do and provide whatever is necessary to be done to correct, repair and/ or rectify the defect(s) to the satisfaction of the Installation Manager / Site Engineer/ his or her representative.

D. Inspection and testing of tanks and pipeline:

Visual inspection:

i. Inspection of all welds shall be carried out as per API 1104. Finish weld, shall be visually inspected for parallel and axial misalignment of the work, cracks, inadequate penetration, un-repaired burn through, dimension and other surface defects and it must present a neat appearance.

Radiographic examination:

ii. The radiography of the welding joints would be carried out by OIL's approved Third Party Inspection agency (viz., M/s Lloyds or M/s Bureau Veritus or M/s Rites or M/s DNV or M/s Tuboscope Vecto or M/s IRS or M/S IRCLASS Systems & Solutions Pvt. Ltd.) and the copy(ies) of inspection certificate issued by the agency shall be submitted to OIL.

iii. The procedure of radiographic examination, limits of acceptability, removal and repair of defects shall be as per API 1104. Cracks and lack of root fusion/ penetration are considered as injurious defects and shall not be permitted. Contractor shall be responsible for carrying out radiographic examinations of defects and re-radiography of the welds rectified. He/ she shall make necessary arrangements for the equipment as well as radiographic films at his own cost for the repairing of the defective welding joints.

iv. Contractor shall fulfil all the statutory safety requirements in handling the X-Ray/ Gamma rays equipment as applicable.

v. Joints to be radiographed shall be identified and marked by contractor in presence of Installation Manager / Site Engineer/ company representative and radiography shall be carried out accordingly. The contractor shall submit all the radiographs along with radiographic reports/ Third party inspection/test reports/certificate of the identified joints to the Installation Manager / Site Engineer/ his or her representative.

E. Pressure testing of piping, valves, flanges:

i. Soundness of the weld shall be tested by the contractor in the presence of Installation Manager / Site Engineer/ his or her representative by hydrostatic/ pneumatic means. The contractor shall obtain clearance for such tests from the Installation Manager / Site Engineer/ his or her representative. The Contractor shall have to arrange all necessary arrangement for such tests at his own cost.

ii. Valves and flanges shall be pressure tested before commissioning of the tank(s) by the contractor at his own cost and pressure test record shall be submitted to Installation Manager / Site Engineer/ his or her representative. Contractor shall supply the valves, flanges of required specifications purchased from the OIL approved vendors and documents complying the specifications shall be furnished to the company. Necessary pump, tools & all other accessories for hydraulic testing shall be arranged by the contractor. Only pressure recorder & chart will be provided by the company if available. If

the pressure does not hold good due to contractor's defect workmanships, the same shall be rectified & hydraulic testing shall be redone free of cost to company.

iii. All piping and pipe fittings shall be tested hydraulically to the recommended pressure before commissioning of the tank(s) by the contractor at his own cost and pressure test record shall be submitted to Installation Manager / Site Engineer/ his or her representative. Necessary pump, tools, water & all other accessories for hydraulic testing shall be arranged by the contractor. Only pressure recorder & chart will be provided by the company if available. If the pressure does not hold good due to contractor's defect workmanships, the same shall be rectified & hydraulic testing shall be redone free of cost to company.

F. Pressure testing of tanks: Bottom plate test:

i. Tightness of the bottom plate shall be checked by air pressure test at 75 mm water column or by vacuum box. The gauge in case of bottom plate test/ vacuum test should register a partial vacuum of at least 2 PSI. Record of vacuum test jointly certified by Installation Manager / Site Engineer/ his or her representative shall be submitted by contractor.

ii. The entire weld length shall be tested in presence of Installation Manager / Site Engineer/ his or her representative.

iii. After completion of construction/fabrication/repair, the tank shall be cleaned properly. All weld lugs and brackets used for erection purpose shall be carefully removed from inside and outside surface of the tanks to the entire satisfaction of the site Installation Manager / Site Engineer/ his or her representative.

iv. All equipment and other arrangements required for testing shall be supplied by the contractor at no cost to company.

G. Third party inspection: The tanks shall be inspected by any of OIL's approved third party inspection agency (viz. M/S Lloyds or M/S Bureau Veritas or M/S Rites or M/S DNV or or M/S Tuboscope Vecto or M/s IRS or M/S IRCLASS Systems & Solutions Pvt. Ltd. only) covering the following aspects:

- Metallurgy
- Welding
- Painting
- ND testing
- Dimensions
- Hydro test

Necessary test certificates for raw materials from manufacturer shall be submitted to the third party inspector for verification, and the verified test certificates shall be supplied to OIL in original.

1.0 TECHNICAL TERMS AND CONDITIONS:**(A) SCOPE OF WORK (SOW):**

Works under this contract are Construction of 2 (Two) nos. 795KL Formation Water storage tanks at OCS 3 including all piping and related Civil Engineering jobs. The scope of works are as under:

- i) Isolation of the entire working area at site.
- ii) Complete design of the foundation, detailed Engineering, preparation of foundation drawings for Construction of 2 (Two) nos. 795KL Formation Water storage tanks at OCS 3.
- iii) Supply of materials, transportation, dismantling (if applicable), cleaning, construction, repairing (if applicable), testing, painting, and calibration of the tanks.
- iv) Handling, transportation, fabrication, laying of pipelines, pipe fittings, valves etc. as specified in the S.O.W/SOR of the contract.
- v) Testing of assembled pipelines, valves, flanges, pipe fittings etc. to recommended hydrostatic test pressure before handing over of the tank for commissioning. Cleaning/ Air blowing of piping system. Hydrostatic test pressure record shall be submitted by contractor.
- vi) Execution of various civil jobs including supply of all materials.
- vii) Construction and Commissioning of tanks.
- viii) Hydrostatic test pressure record shall be submitted by contractor.
- ix) Painting of piping system & pipe supports as per applicable code.
- x) Insulation of pipes wherever necessary.
- xi) Electrical Earthing of the tanks.
- xii) The contractor shall fabricate walkways and railings to access the top of the roof. Also, railing around the top periphery of the tank is required to be fabricated to prevent falling from top.
- xiii) All other works covered under SOQ & SCC of the Contract.

(B) GENERAL GUIDELINES FOR FABRICATION AND ERECTION JOB:

a) **GENERAL:** Since the proposed job would be carried out in the running installation, proper arrangement is to be made to isolate the entire working area from the existing processed/operational area of the installation. In this regard, work permit issued by the concerned Installation Manager/Site Engineer or his/her representative shall be treated as Company's approval for jobs to be undertaken. The following jobs are planned for the purpose:

- i) **Fire barrier wall:** Supply, fabrication & erection of temporary barrier wall with CGI sheet to a height of minimum 10metre to isolate the working area from the existing

installation on three sides as per the instruction of the Installation Manager/ Site engineer/his or her representative. The wall should be strong enough with proper structural supports and drawings should be submitted to Installation Manager/Site engineer/his or her representative for approval prior to erection job. No hot job (welding/cutting/grinding etc.) would be allowed at site during the installation of the barrier wall and also in the working place till the wall is completed and the area is made completely gas-free which is to be confirmed by gas testing. The site shall also have to be free from any hazardous/inflammable substances/materials etc. and necessary work permit/clearance from concerned Installation Manager/Site Engineer or his/her representative must be taken prior to start of the job on daily basis. The required pipes for the posts to be used for erection of barrier wall shall be arranged by company which shall have to be transported by the contractor to the work site for job execution. The contractor shall have to dismantle the so erected barrier walls upon completion of the tank construction job. The Contractor will have to arrange all necessary infrastructure (scaffolding/working platform etc.) and resources required to facilitate erection and dismantling of the barrier walls in a safe manner which is to be to the satisfaction of the Installation Manager/Site engineer/his or her representative.

ii) **Isolation of the entire working area from the process system:** Isolation of all process pipelines (oil/water/gas/fire hydrant lines etc.) at the outside of the working area to make the tank completely safe for tank dismantling and fabrication job. The job involves opening up of existing flanged joints/screwed joints etc. and installation of blind flange/plug in the existing piping leading to the process in operation. Isolation of such pipelines must be displayed by putting signage at places clearly visible from all angles/corners. The job may involve installation of plugs, blind flanges, valves etc on the existing lines and also digging/excavation of these lines and restoration of the same, wherever required.

b) **FABRICATION OF TANKS:**

1. All works for construction /fabrication/ erection, inspection and test shall be done in accordance with API-650. In no case the contractor would be allowed to carry out any hot job (welding/ cutting/ drilling) at a height above 3.75 m of the barrier wall from the existing ground level.
2. Fabrications also include supply of M.S. plates/structures, M.S. bars, angles and other tank materials required for construction/ fabrication as per the guidelines given by the company Installation Manager/Site Engineer or his/her representative.
3. The contractor has to supply all the steel plates of tested quality conforming to IS:2062 including labour, machines, equipment, consumables etc. required for complete construction and fabrication of the tanks. The quality test certificate of steel plates from OIL's approved third party shall be submitted by contractor. Rejected materials shall be replaced by contractor at his own cost.
4. The welders engaged for the job should have sufficient experience and qualified enough in carrying out similar jobs so that welding quality can be ensured. Contractor shall submit welder test certificate for the welder's engaged from OIL's approved third party.

5. Contractor shall furnish declaration/proof that electrodes used for construction of tank conforms to API/ AWS/ ISO/ ASME standards or equivalent. All necessary alignment and end preparation of the plates shall be done prior to welding.
6. The entire job shall be carried out under constant supervision of contractor's experienced and qualified supervisor. Contractor shall declare the name of competent and skilled personnel at the time of mobilization.
7. Welding shall be of radiographic quality conforming to API-1104 specification. The welding joints will be subjected to random radiographic test in accordance with ASME/ API or equivalent guidelines. Radiographic test certificate issued by OIL approved third party inspection agencies of randomly selected welded joints shall be furnished by the contractor.
8. The plate sizes of the tanks as shown in the drawings are only indicative. If all the required plate sizes are not available in the market and if the company is satisfied that required plates are not really available in the market (Documentary proof to be submitted by the contractor to the company from appropriate authority), then the nearest higher size of plate will be accepted by the company. In such an event, payment will be made for difference between the plates as per drawing and the plates actually used. Always a thicker plate will be used in case of non-availability of the plates indicated in the drawing. However, no other payment including for increase in length of welding joints due to use of alternative size of plates in length, width & thickness will be made.
9. General specifications of some of the items have been indicated in the referred drawing(s) and the contractor to ensure that the brought out items conform to the same. Further, the contractor shall specify the detail specifications of all other brought out items along with the vendor's/ manufacturer's name and furnish the same to OIL as and when required.
10. Tanks plates and other materials supplied by the contractor will also be inspected by the company Installation Manager/Site Engineer or his/her representative and only the approved materials will be allowed to use. Rejected materials will be replaced at contractor's cost. Similarly, cost of repairing/replacement of any plate/material will be borne by the contractor.

(C) FABRICATION & CONSTRUCTION MATERIAL:

- i) All materials required for construction/fabrication & commissioning, related to the activities for execution of the Contract shall be supplied by the Contractor except otherwise specified in SOQ, SCC of the Contract.
 - a. Materials supplied by the contractor shall conform to the specifications and shall be suitable for the purpose for which they are required. Composition of materials procured by the contractor shall have to be submitted to the company. Relevant quality test certificates from a third party of repute shall be submitted to OIL by the contractor at free of cost.
 - b. Unless otherwise specified by the Company, all materials supplied by the contractor shall bear the BIS stamp and/or shall be procured from the reputed

manufacturers or suppliers. If in respect of any materials, including but not limited to sand, stone, aggregate, bricks, earth and steel etc., neither BIS Marking/approved nor reputed suppliers are available, such materials shall be obtained from sources/suppliers/manufactures approved by the Company.

c. Deliveries of materials supplied by the Company shall be either from Company stores or other suitable point of collection. It shall be the responsibility of the contractor at his own risks and costs to take delivery of the company materials and to arrange for its loading, transportation to job site and unloading at the job site or other place of storage approved by the Company. In this regard, SCC clause no. 12.0(ii) shall also be applicable.

d. The materials supplied by the Company shall be utilized by the contractor only for incorporation in the permanent works and shall not be used for any other purpose.

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

(D) TANK CONSTRUCTION/ FABRICATION:

i. All works of construction/repairing/fabrication, inspection and test shall be done in accordance with API-650.

ii. Straightening of materials shall be done by pressing before being laid out or worked on in any way or by methods that will not damage the materials. Heating or hammering is not permissible unless the material is heated to forging temperature.

iii. Finish of plate edges: Plate edge preparation for finishing is to be done by any one of the following methods:

a. Planning

b. Flame cutting by machine

c. Flame cutting by hand followed by removal of slag and irregularities by machining, grinding, chipping or filing.

d. Shearing, but shearing shall be limited to maximum up to 10 mm thickness of plates for butt welded joints.

iv. Shaping of shell plates: Shell plates shall be shaped to suit the curvature of the tank, if required.

v. General procedure for fabrication and erection of tank:

a. Fabrication and erection of tanks shall be as per drawings/sketches provided by the Company.

b. The plates shall be held in position with metal clips/clamps/lugs etc. and holes in plate work to assist in erection shall be completely avoided. Method of holding shall be approved by the Installation Manager/Site Engineer/his or her representative.

c. All temporary attachments attached by welding for erection shall be removed and any noticeable projections of weld metal shall be chipped, grinded off from the plate.

d. Final welding to the plates shall start only after the alignment; weld preparation and positioning of the plates. To avoid damage to plates by storm/wind during erection necessary guy rope are to be installed to hold the erected plates in position as advised by Installation Manager/Site Engineer/his or her representative.

vi. Bottom:

a. Tank Bottom will have a slope.

b. After being laid out and marked, the bottom plates shall be joined by welding and joints in sequence that will produce minimum inequalities in the bottom plate surface when the tank is completed. Overlap of welding & sequence of welding of the bottom plates, should be such that it eliminates distortion of the bottom surface.

vii. Shell:

a. Shell plates shall be aligned by metal clips attached to the bottom plates and the shell may be tack welded to the bottom before continuous welding is started between the bottom edge of the shell plates and the bottom plates.

b. Tank shells shall be safeguarded from damage due to wind by provision of steel wire or cables or other convenient methods until completion of the wind girder

viii. Roof:

Slope shown in the drawing shall be maintained. The Gap between the shell and the periphery of the roof during erection of the roof shall be within the permitted gap.

ix. Settling markers:

Markers on the shell shall be provided ½ meter from the bottom, four in number to check tank settlement during hydrostatic testing. These shall be fitted at 90 degree equally placed, size be 50mm x 50mm x 5mm angle (or nearest size) and approximately 100mm long.

x. Earthing of tanks: Tanks shall be electrically earthed as per drawings and specifications as stated in the contract. Refer the description of line items of Part-II: SOQ.

(E) PIPING FABRICATION AND INSTALLATION:

i) The scope of piping covers the jobs as specified in the Scope of the contract and includes transportation from OIL yard to site, unloading at site, safe-storage, site transportation, fabrication and erection of the complete over ground and underground piping as well as pipe fittings/ valves etc. Pipes of diameter 4" and above will be supplied by the OIL.

ii) Process piping fabrication shall be as per API 1104 standard latest edition.

iii) The ends of line pipe shall be bevelled as per ANSI B 16.25.

- iv) All welding & welding joints carried out shall conform to API 1104 specifications, must be of radiographic quality & 10% of the welding joints at random will be radiographed by competent agency engaged by the contractor as per direction of Installation Manager/Site Engineer/his or her representative. All arrangements for radiography test including testing agency, source, films etc. are to be done by the contractor with prior intimation to Installation Manager/Site Engineer/his or her representative. After radiography, the processed films shall be submitted by the contractor along with the copy of inspection certificate issued by OIL's approved Third Party Inspection agency (viz., M/s Lloyds or M/s Bureau Veritus or M/s Rites or M/s DNV or M/s Tuboscope Vecto or M/s IRS or M/S IRCLASS Systems & Solutions Pvt. Ltd.).

2.0 WORK ORDER:

i. Soon after this contract is signed by both the parties i.e. the Contractor and the Company, the contractor will apply for labour clearance to the concern authority and on receipt of the same the Company shall issue Work Order/Purchase Order, specifying the actual date of commencement of the works/service and the date of its completion based on the contract provisions. Before issuance of workorder the contractor shall have to submit the proof of health check-up records/reports, insurance of his personnel and list of competent and skilled personnel to be deployed during the period of contract, copies of experience and qualification certificate, welder test certificate from a third party of repute for the welders to be deployed to company before mobilization.

ii. During the execution of the works, the Contractor must maintain a uniform rate of progress to complete the works within the stipulated scheduled time. Hindrance register (format to be collected from Installation Manager/PSS Dept) to be maintained by the contractor in case of the hindrance of the construction job with necessary approval from OGPS Dept. However, the records maintained in the Hindrance Register may not credit any merit for the delay of job execution by the contractor.

3.0 PLAN OF WORKS TO BE APPROVED BY THE INSTALLATION MANAGER / ENGINEER:

i) Immediately after receipt of the work order, the Contractor shall plan/prepare bar chart/ work program for the jobs allocated under the contract.

ii) While the works are in progress, the Contractor can submit a revised plan of works, if any, when any unforeseen condition occurs at site, provided the Installation Manager /Site Engineer/his or her representative is fully satisfied about the changed circumstances necessitate for revised plan. Such approved Revised Plan shall then replace the earlier plan.

iii) The Installation Manager /Site Engineer/his or her representative shall have the authority to call the Contractor at any time while the works are in progress for a detailed plan of works in respect of any particular phase of works, if in the opinion of the Installation Manager /Site Engineer/his or her representative such a phase is considered as too complex requiring further break-up into sub-phases. In such an event the Contractor shall furnish such information so as to enable the Installation

Manager to assess any revised plan, the Contractor shall be bound by such sub-phase of the plan.

4.0 COMMENCEMENT OF WORK:

The Contractor shall commence the works within the required number of days as mentioned in the work order and/or of an instruction in writing to this effect by PSS Dept.

5.0 SEQUENCE OF WORKS:

The work shall commence at allocated locations/ installations of the Company and shall proceed in an orderly manner so as to complete within the contractual period.

In case of any change in sequence of work shall require approval of the OIL's concerned Engineer(s) of OGPS Dept. No change in sequence of works shall be made without written permission of the Company (OIL).

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, appliances and labour etc. in connection therewith. If at any time during the progress of the works any error appear or arise in the position levels, dimensions or alignment of any part of the works, the contractor will have to modify the same at his own expense and rectify such error to the satisfaction of the Installation Manager / Site Engineer/his or her representative unless, such error is based on incorrect data supplied in writing by the Installation Manager/Site Engineer/his or her representative in which case the expense of rectifying the same shall be borne by the Company.

7.0 EXECUTION OF WORKS:

i) Before submitting bid documents and in case of any doubt, the Contractor may seek clarifications regarding the clauses/specifications of the contract. Afterwards, decision of the Company's Installation Manager/Site Engineer/his or her representative will be final and binding.

ii) The Contractor may carry out the job at more than one installation simultaneously, if required, at a time to complete the job within the stipulated time. No job will be allowed to carry out in the installation after daylight hours. However, Installation Manager/site Engineer shall have the power to decide/review on working at night hours.

iii) The Contractor shall execute and complete the works in accordance with the conditions of the contract and shall be entirely responsible for the execution of the works in all respect notwithstanding any approval which the Installation Manager/Site Engineer/ his or her representative 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. The Contractor shall be at liberty at his own risk to employ his own method subject to the approval of the Installation Manager/Site Engineer/his or her representative, for the execution of the works. If in the opinion of the Installation Manager/Site Engineer/ his or her representative, the works or any item thereof is found not in accordance with the specifications, the Contractor shall

remove the defect and re-execute the works or the item at his own expense, whether such defect be discovered during execution of job or subsequently. Any delay caused in remedying the defect(s) shall not absolve the Contractor from adhering to the time schedule as provided in the contract, and no time extension shall be granted for such delay in any circumstances.

iv) The Contractor shall give reasonable time notice to the Installation Manager/Site Engineer/his or her representative 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 work(s) requiring approval or testing are covered up/completed without such approval or test(s), 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/complete the same upon completion of such examination or test. If such works be found not in accordance with the specifications, all costs involved in re-examination, correction of the defect(s) and replacement shall be borne by the Contractor.

v) Installation Manager/Site Engineer/ his or her representative will initially brief the work persons engaged for the job about the rules and regulations to be followed. Company's Safe Operating Procedure shall be referred by the contractor which shall be applicable during execution of all works.

8.0 WORKS TO THE SATISFACTION OF THE COMPANY:

The Contractor shall execute the works entirely in accordance with the accepted practices, laid out standards as per the contract to the satisfaction of the Installation Manager/Site Engineer/his or her representative and shall adhere to the instructions and directions of Installation Manager/Site Engineer/ his or her representative.

9.0 ACCEPTANCE OF WORKS:

The Contractor shall be responsible for the care and maintenance of the works until the works are accepted by the Company; such acceptance is to be made without unreasonable delay. The Contractor shall give the notice of completion to the OIL's concerned Installation Manager/Section Engineer(s)/ his or her representative. Failure on the part of the Installation Manager/Site Engineer/his or her representative to condemn or reject inferior work or materials shall not imply acceptance of such works or materials.

The contractor shall carry out the complete job in accordance to the specifications mentioned in API-650 & the same should be inspected & verified by OIL's approved third party/ inspection agency.

Further, it may be noted that 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 shall agree to repair, replace forthwith at his own expense any part of the works found within one year from such acceptance, unless such defects are in materials originally supplied by the Company provided that the Contractor's treatment/ handling of such materials did not cause or contribute to the defect.

10.0 MEASUREMENT OF WORKS:

- i. The quantities detailed 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 either in accordance with detailed drawings or with the written instruction of the Installation Manager/Site Engineer/his or her representative.
- ii. In respect of completed works accepted by the Installation Manager/Site Engineer/his or her representative either in part or in full at his discretion, the Installation Manager/Site Engineer/his or her representative call upon the Contractor by a written notice or verbal communication to report at work site on specific date for the purpose of making measurements and recording the same. The Contractor or its authorized representative shall be present at site and shall furnish to the Installation Manager/Site Engineer/his or her representative all particulars required for a proper measurement. In case the Contractor or his representative fail to report at site, then the measurement made by the Installation Manager /Site Engineer/his or her representative or approved by him will be the conclusive measurement of the works and the Contractor shall have to accept such measurement.
- iii. 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 Installation Manager/Site Engineer/his or her representative or by measurements of detailed items as deemed necessary and at the discretion of the Installation Manager/Site Engineer/his or her representative wherever applicable.
- iv. All measurements shall be duly certified by the Installation Manager/Site Engineer/his or her representative in the measurement sheet and the Contractor shall agree to such measurement by signing the same. Measurement so recorded shall be treated as legally binding on both parties.
- v. Schedule of quantities (SOQ) shall be deemed to have been prepared and measurements shall be made in accordance with the procedures described in the SOQ/Schedule of Rates (SOR) of the contract or if no procedure is specified then the method of measurements shall be as per the Schedule of Works (SOW) for the corresponding items of work.
- vi. All materials to be supplied/used by the Contractor in accordance with this contract shall be inspected by any third party of repute and the relevant test/inspection certificate(s) must be furnished to the Installation Manager/Site Engineer/his or her representative.
- vii. The Installation Manager/Site Engineer/his or her representative shall be free to reject any materials/equipment supplied by the Contractor at site for purpose of measurement if such materials/equipment are not up to the required specifications.
- viii. Notwithstanding the fact that certain works and materials have been already measured by the Installation Manager/Site Engineer/his or her representative, the Contractor shall be fully responsible for all such works and materials till the final expiry of the defect liability period.

11.0 DELAYS 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. However, the job is to be carried out in the day light hours only and the Contractor shall not be allowed to work in the installation during the night hours. However, Installation Manager/site Engineer shall have the power to decide/review on working at night hours.

12.0 MATERIALS, TOOLS AND EQUIPMENT TO BE FURNISHED BY THE COMPANY:

i) The Company shall provide the materials listed in the contract to the contractor. All materials shall be checked, agreed and recorded by both the Company and the Contractor at the time when the Contractor takes delivery. This record shall specify the quantity and description of materials delivered to the Contractor by the Company. The Contractor shall not be relieved of responsibility to participate jointly with the Installation Manager/Site Engineer/his or her representative in making or signing materials receiving or transfer records. Upon receipt of materials from the Company, the Contractor shall visually inspect to ensure that the same are free of defects. Any defect apparent on visual inspection must be notified to the Installation Manager /Site Engineer/his or her representative immediately for necessary replacement/repairs/remedies etc.

ii) No responsibility for security of equipment/loose materials/fittings, etc. will be borne by OIL. Security of the Company's materials once supplied to the Contractor will be his/her responsibility.

13.0 MATERIALS, LABOUR, TOOLS AND EQUIPMENT TO BE FURNISHED BY THE CONTRACTOR:

i. The Contractor shall supply/furnish all materials consumables, labours, tools, supervision and equipment necessary to complete the works within the time schedule and in accordance with the specifications. All material supplied by the Contractor unless otherwise specified shall be new. No substitution of any materials shall be made without the 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 interchangeable materials.

ii. Electricity, water, accommodation, security etc. for Contractor's personnel will not be provided by the Company. These are to be arranged by the Contractor themselves. Further electrical power/illumination facilities etc. required for construction works shall also be arranged by the contractor.

iii. No transport/conveyance for transfer of Contractor's personnel and material will be provided by the Company.

14.0 THE CONTRACTOR'S EMPLOYEES:

i. The Contractor shall perform the works with qualified and competent personnel(s) in conformity with the provisions of the contract. The Installation Manager/Site Engineer/his or her representative shall have the right for removal of the Contractor's

employee if in his/her opinion the employee(s) is/are found to be incompetent to perform the works assigned to him.

ii. Before starting the job, the Contractor will have to submit the list of competent skilled persons with valid certificate wherever necessary who will carry out the job. If Company desires, the competent persons of the Contractor will have to pass necessary tests conducted by the Company.

iii. The contractor shall engage a supervisor under whose supervision the job will be executed. In case of simultaneous construction jobs in more than one location, the contractor shall engage supervisor in each respective location.

iv. The contractor shall not engage minor workers below 18 years of age under any circumstances.

v. The contractor must obtain "Entry Permit" from CISF of OIL for all his/her workers to enable them to work inside the installation.

vi. All employees of the Contractor must obey the security rules of the Company when working inside an installation. Any individual found to be objectionable from the security considerations must be suitably replaced by the Contractor.

vii. The contractor will be responsible for the camp site required for his/her employees for execution of the job.

15.0 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 Installation Manager/Site Engineer/his or her representative 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 Installation Manager/Site Engineer/his or her representative may consider necessary. If in the opinion of the Installation Manager/Site Engineer/his or her representative, 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.

16.0 REPORTING OF PROGRESS:

The Contractor shall furnish to the Company Progress Reports along with all applicable drawings indicating all details of the construction to Installation Manager/Site Engineer/his or her representative.

17.0 TIME OF COMPLETION:

The duration of the contract shall be for 01 year from the commencement of the same i.e. after completion of mobilization. Hence, the contractor will have to deploy/employ sufficient manpower along with sufficient tools, machineries and resources for completing the job within the stipulated time frame.

18.0 TIME FOR MOBILISATION & COMPLETION OF ALL CONTRACTUAL FORMALITIES BY THE CONTRACTOR:

All mobilization activities shall be completed by the contractor within 45 days from the issue of LOA by the company (LOA date inclusive).

19.0 REPAIRS OR REMOVAL OF DEFECTS:

- i) Defects that are not within the acceptable limits shall be removed from the joint completely by chipping or grinding.
- ii) No repairs shall be carried out without prior intimation to OIL's concerned Section Engineer(s) / his or her representative.
- iii) All leaks detected during testing shall be repaired to the satisfaction of OIL's concerned Section Engineer(s) / his or her representative and on completion; the entire tank shall be tight and free from leaks.
- iv) When the tank is filled with water for testing, defects detected in the shell joints or elsewhere shall be repaired by the Contractor and the same shall have to pass the applicable test.
- v) After completion of all repairs the tanks shall be retested in accordance with the procedure mentioned earlier.

20.0 CLEANING:

- i) All equipment in the system shall be cleaned and flushed free of all dirt, debris and loose foreign material.
- ii) Orifice plates and other similar restrictions shall not be installed in the piping system until flushing has been completed.
- iii) Proper temporary drainage for flushing water shall be provided so that no damage is done to permanent facilities.

21.0 PICKLING OF WELDS:

- i) All welded joints shall be cleaned properly. The joints shall be thoroughly swabbed with emery paper so as to have a bright metallic surface.
- ii) Pickling paste of a suitable composition shall be applied in a thin but continuous layer. The paste shall be left on the weld for 5 to 10 minutes. It shall then be brushed using a stainless steel brush.
- iii) The welded joint shall be thoroughly rinsed with water using a rag if necessary. To remove the last traces of pickling paste, the joints shall be once again rinsed with water containing caustic soda.
- iv) Contractor shall employ all resources for the job at his own cost.

22.0 ANTICORROSIVE COATING:

(A) Application of anticorrosive coating in the internal surface of the tanks including top and bottom plate: The tank internal including the top and bottom plate shall be coated with High temperature resistant & chemical resistant anticorrosive solvent free ceramic reinforced composite / amine cured phenolic epoxy resin (novolac) coating.

The coating shall have 100% solid by Volume, and Mixed Density / specific gravity 1.25 gm/cc Minimum. The Dry Film Thickness (DFT) 300 to 600 microns, two coat system with minimum 150 micron per coat. Dry film thickness shall be measured after each coat using thickness gauge e.g. Mikrotest, Elcometer or any other suitable instruments. Holiday or spark testing shall be done after application of last coat to find nicks, scrapes and pin holes in the coating. The contractor shall submit holiday or spark test report to OIL.

The Surface preparation shall be achieved by abrasive/shot blasting to near white metallic as per NACE No. 2/SSPC-SP10/ISO 8501-1 Sa 2 ½ , with blast surface profile depth of 75 -125 micron. Profile measurement for abrasive blast cleaned surface shall be made with Testex Press-O-Film or other suitable method. Prior to blasting, all weld spatters shall be removed & sharp or rough welds rounded & contoured. Any change in the surface preparation recommended by the OEM of the coating system shall be forwarded in the technical bid for approval by OIL. The application shall be airless spray method.

The Internal anti corrosive coating shall be of make Hempel/ Belzona/Chesterton/ Akzo Nobil or equivalent and Performance Guarantee of minimum 10 years shall be provided by the OM to OIL for product as well as application procedure. OIL approved third party inspection agencies to certify the internal coatings against the performance guarantee of 10 years and the certificate to be submitted.

23.0 PAINTING:

a. Thorough cleaning and painting of external surfaces of the tank including shell, roof, soil side bottom plate (before installation) and all fittings/accessories etc. connected to the tank body as per direction of OIL's concerned Installation Manager /Site Engineer/his or her representative. The plate surfaces shall be adequately cleaned and there shall be no rust/scale left on the plates. Painting jobs shall only be done after completion of cleaning jobs and physical inspection by the OIL's concerned Section Engineer(s)/ his or her representative at site.

b. After putting two coats of Epoxy Zinc Chromate Primer (30 micron DFT in each coat) or equivalent , two coats of aluminium/enamel paint will have to be applied as per OIL colour code policy. For the soil side bottom plate, one coat of Zinc Silicate primer (65 micron DFT) followed by two coats of high build Epoxy black paint (100 micron DFT in each coat) will have to be applied.

c. The Contractor will have to arrange all necessary infrastructures including scaffolding/ working platform etc. to facilitate painting jobs. All paints, primers, painting materials etc. will have to be supplied by the contractor and should be duly approved by the OIL's concerned Installation Manager /Site Engineer/his or her representative prior to application of paint.

d. OIL's approved third party inspection report with special mention of meeting the afore-stated specifications in this regard shall have to be submitted by the contractor upon completion of the job.

24.0 COLOUR CODE:

The colour coding shall be as per OIL colour code Policy and instructions of Installation Manager / Site Engineer/ his or her representative.

25.0 OIL'S APPROVED THIRD PARTY INSPECTION AGENCY**A. SCOPE OF WORK RELATED TO CONSTRUCTION WORKS:**

Scope of works of the THIRD PARTY INSPECTION AGENCY shall be as follows:

- i) All reinforced cement concrete work to be done in proportion 1:2:4 with 18mm to 12mm downgraded down broken stone as per related drawings and instructions. All the above need to be checked & approved by OIL approved TPI and documents thereof need to be submitted to OIL.
- ii) Curing of concrete for the entire job shall be done in accordance with IS:456. This needs to be checked & approved by OIL approved TPI and documents thereof need to be submitted to OIL.
- iii) All tests are to be carried out as per relevant IS codes at contractor's own cost and approved by TPI with proper certification. The tests to be carried out, are mentioned hereunder:
 - 1) Test for reinforcement (For steel)
 - a. Weight per meter
 - b. Bend / re- bend test
 - c. Tensile strength
 - 2) Test for concrete
 - a. Cube test (7 days & 28 days)
 - 3) Test for cement
 - a. Material test certificate of supplied cements (from manufacturer)
 - b. Compressive strength test
 - c. Fineness test
 - d. Initial & Final setting time
 - 4) Aggregate test for both coarse and fine aggregate
 - a. Fineness test, sieve analysis
 - b. Impact value test
 - c. Crushing strength
 - d. Moisture content
 - e. Flakiness and elongation test
- iv) Materials and work specifications should be as per relevant IS codes as mentioned individually and the same need to be checked & approved by TPI for the following:

- 1) AGGREGATE: Both fine and coarse aggregate shall conform to IS-383 and IS-515.
- 2) REINFORCEMENT: Reinforcement shall be of mild steel of tested quality conforming to IS-432(part-I) #1996 and any other applicable or TMT bar conforming to IS-1786-1985 of Fe 415 Grade and IS-11391966 or hard drawn steel wire fabric conforming to IS 1566-1967.

Note: All documents regarding conformance to standards and test certificates thereof need to be submitted to OIL.

- v) Inspection of all the work in total as per API-650 guidelines & issue certificates of acceptability for the same.

B. SCOPE OF WORK RELATED TO WELDER'S TEST:

- a. The Contractor shall arrange for welder's test for all the welders to be deployed for tank construction job by OIL approved third party Inspection Agency at his cost before starting the works. Necessary welder's test report certified by the third party Inspection Agency engaged by the contractor shall be submitted along with the scope of work (as detailed in clause no. 29.0 B. b.) to OIL.
- b. Scope of works of the THIRD PARTY INSPECTION AGENCY shall be as follows.
 - i. Witness and approve Welding Procedure and Welders Qualification test as per relevant code and issue certificates of acceptability.
 - ii. Carry out radiography of weld joints for Welder Qualification as per relevant code / standards and issue certificates of acceptability.
 - iii. The Third Party Inspection Agency must have qualified radiographer having valid certificate along with Radiographic Camera and Radio isotopes approved by statutory agencies. Documentary evidence in support of the same is to be furnished to the Company.
 - iv. Details of the equipment owned by the Third Party Inspection Agency and / or proposed to hire for the job like Radiographic Camera, Holiday Detector etc. are to be submitted to the Company.
- c. Destructive test of weld joints for welder qualification Test as per API 1104 if applicable shall be done in a Government approved test laboratory at the cost of the contractor.
- d. All welders engaged by the contractor for performance of the work shall be subjected to the above mentioned test as per relevant codes and they will be allowed to work only after satisfactory performance in the test and also to the satisfaction of the Installation Manager / Site Engineer/ his or her representative.

26.0 OTHER TERMS AND CONDITIONS:

- (A) PAN, Service Tax Regd. No.
- (B) Bank Account No.
- (C) VAT Regd. No.

- (D) Provident Fund Code number (Direct Code)/ or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them (with documentary evidence). In case the P.F. is required to be deposited later on, the same will be deposited by the bidder (applicant).

27.0 SPECIFIC NOTE:

- a.** Bidder(s) are advised to note and consider the following while quoting
- b.** ESI benefits as per "THE EMPLOYEES' STATE INSURANCE ACT, 1948", "THE EMPLOYEES' STATE INSURANCE (CENTRAL) RULES, 1950" & "THE EMPLOYEES' STATE INSURANCE (GENERAL) REGULATIONS, 1950".
- c.** 12% Provident Fund (PF) on the wage component is to be included in the total quoted cost.
- d.** The quoted rate should be capable enough to disburse the Minimum Wages (and any revision of minimum wages during the tenure of the contract), P.F., bonus to the deployed personnel along with PPE items, and materials/equipment.
- e.** The Bidder/Contractor understands that minimum wages may increase from time to time as notified by statutory authority and undertakes that Contractor shall not make Company liable to reimburse Contractor for such statutory increase in wage rates of the labours/workers appointed by the Contractor during the entire period of the contract, including extension if any, Currently, such increase in the wage rates is twice in a year. Bidder shall bid after considering this increase in wage rates for the entire period of Contract including extension provision.
- f.** The Contractor shall submit undertaking along with the bid that he/she/they will pay his/her/their workers the increased wages as notified under the Minimum Wages Act from time to time and such statutory or any other increase in the wages rates of contract labour appointed by the Contractor shall be borne solely by the Contractor during the entire period of the contract, including extension if any, without any cost implication whatsoever upon the Company.

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

SUB: SAFETY MEASURES

Description of service: Hiring of Services for Construction of 02 (two) nos. of 795 KL Formation Water Storage Tank at OCS 3.

Sir,

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

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

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

i) _____

ii) _____

iii) _____

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

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

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

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

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

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

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

- 1.** Necessary “Hot Work/Confined space entry Permit” are to be obtained from authorized personnel before starting of the jobs. The Contractor should deploy a competent person throughout the Contract under whose constant supervision only, the jobs will be carried out. Further competent representative of the contractor with the approval of M/s OIL will have to be present at the work site throughout the working time to ensure compliance of safety measures while executing the job at site.
- 2.** On site welding/ cutting/ grinding operations of the interconnection pipelines shall be avoided as far as possible taking into consideration of minimum safety distance for such an operation. If necessary and if advised by the company Installation Manager/ Site Engineer/ his or her representative, it will be done at a safe distance within the installation and will be transported to the site for boxing up.
- 3.** Tools and Tackles used will be of non-sparking type.
- 4.** Any other safety measures that might require to be adopted during the work will be intimated and shall be strictly followed by the contractor.
- 5.** Stand by fire-fighting equipment will be deployed at the work site by OIL. However, at least two of the contractor’s personnel deployed for the work must be capable of handling the fire-fighting equipment at the time of emergency and the persons will have to be present at the work site throughout the working time. If required the contractor’s nominated persons will be imparted training on handling such equipment by OIL’s Fire Service department.
- 6.** 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 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.
- 7.** Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet, Full Body Harness and Breathing apparatus. Necessary supportive documents shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor’s Bill. However. It will be the Contractor’s sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work.
- 8.** All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- 9.** The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/ them. The SOP should clearly state the risk arising to men, machineries & materials from the operations to be done by the contractor and how it is to be managed. However, whenever there is a contradiction the Company’s Safe Operating Procedure

shall be referred by the contractor which shall be applicable during execution of all works.

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

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

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

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

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

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

16. 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/ Installation Manager/ Engineer/Official/Supervisor/ Junior Installation Manager/ Site Engineer/ his or her representative for safe operation.

17. 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.

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

19. The contractor shall have to report all incidents including near miss to Installation Manager/ Site Engineer/ his or her representative of the concerned department of OIL.

20. 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.

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

22. The health check-up of contractor's personnel is to be done by the contractor in authorized Health Centres as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five

years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

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

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

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

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

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

28. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/ Rules/Regulations.

29. 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.

30. The contractor should prevent the frequent change of his contractual employees as far as practicable.

31. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined. However, the contract agreement may be treated as such bridging document in absence of a bridging document.

32. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/pertaining to Health, Safety and Environment.

(Seal)

Yours Faithfully

Date_____

M/s_____

FOR & ON BEHALF OF CONTRACTOR

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **“Hiring of Services for Construction of 02 (two) nos. of 795 KL Formation Water Storage Tank at OCS 3”**.

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 the Chief Vigilance Officers 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 cartelization in the bidding process.
- (iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder (s) / Contractor (s) 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 (s) 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 subcontractors/sub-vendors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality. 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. 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 intentions.

5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

.....

For the Principal

Date :

Place :

.....

For the Bidder/Contractor

Witness 1:

Witness 2:

OIL INDIA LIMITED (A Government of India Enterprise) Duliajan, Assam								
DESCRIPTION OF WORK/SERVICE: Construction of 2 (Two) nos. 795 KL Formation Water Storage Tanks at OCS 3 for a period of 01 year.								
E-TENDER NO.CDO1581P23 ANNEXURE-I: PRICE BID FORMAT								
NAME OF BIDDER								
Bidder's GST No.								
SAC/HSN Code								
Select the benefit sought under the Policy								
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	Erection and dismantling of barrier wall	M	200				0.00	0.00
20	Design of 795 kl tank Foundation	NO	2				0.00	0.00
30	Construction of new RCC foundation for 795 KL tank	NO	2				0.00	0.00
40	Fabrication and Erection of 795 KL Tank	NO	2				0.00	0.00
50	External Painting	M2	1,716				0.00	0.00
60	Hydraulic testing of 795 KL tank	JOB	2				0.00	0.00
70	Calibration of the 795 KL tank	JOB	2				0.00	0.00
80	Transportation of various diameter pipes (Bevel end/Screwed) up to 250mm NB diameter (Provided by OIL)	TKM	536				0.00	0.00
90	Transportation of various types of materials (provided by OIL)	TRP	2				0.00	0.00
100	Handling of 250mm NB Pipes and Fittings	JT	30				0.00	0.00
110	Handling of 200mm NB Pipes and Fittings	JT	30				0.00	0.00
120	Handling of 150mm NB Pipes and Fittings	JT	50				0.00	0.00
130	Handling of 100mm NB Pipes and Fittings	JT	50				0.00	0.00
140	Handling, aligning and installation of 250mm NB size Flanged type Valves	NO	2				0.00	0.00
150	Handling, aligning and installation of 200mm NB size Flanged type Valves	NO	4				0.00	0.00
160	Handling, aligning and installation of 150mm NB size Flanged type Valves	NO	4				0.00	0.00
170	Handling, aligning and installation of 100mm NB size Flanged type Valves	NO	8				0.00	0.00
180	Handling of 250 mm NB Companion Flange	PAA	4				0.00	0.00

190	Handling of 200 mm NB Companion Flange	PAA	8				0.00	0.00
200	Handling of 150 mm NB Companion Flange	PAA	4				0.00	0.00
210	Handling of 100 mm NB Companion Flange	PAA	8				0.00	0.00
220	Fabrication of various pipe fittings like Bend, Tee, Reducer etc	CM	2,000				0.00	0.00
230	Supply, fabrication, welding & erection of Single Leg Pipe Supports	NO	20				0.00	0.00
240	Supply, fabrication, welding & erection of Double Leg Pipe Supports	NO	10				0.00	0.00
250	Supply, fabrication, welding & Erection of Concrete Pipe Supports	M3	50				0.00	0.00
260	Supply, Fabrication and erection of walkway and walkway platform of 750mm width	M	60				0.00	0.00
270	Radiographic inspection-150 mmNB to 250mmNB pipes	NO	40				0.00	0.00
280	Radiographic inspection-50 mmNB to 100mm NB pipe	NO	81				0.00	0.00
290	Letter writing (300 mm to 450 mm):	NO	300				0.00	0.00
300	Letter writing (150 mm to 299 mm):	NO	100				0.00	0.00
310	Erection of brick/ dyke wall around tank	M	170				0.00	0.00
320	Additional inc. in height of dyke wall	M	8				0.00	0.00
330	Casting of PCC for the Tank Farm Floor	M2	938				0.00	0.00
340	Earthing System of Tanks	JOB	2				0.00	0.00
350	Supply of API 600GATE VALVE with Companion flange, 10"X150 Class RF FLANGED END	NO	2				0.00	0.00
360	Supply of API 600GATE VALVE with Companion flange, 8"X150 Class RF FLANGED END	NO	4				0.00	0.00
370	Supply of API 600GATE VALVE with Companion flange, 6"X150 Class RF FLANGED END	NO	4				0.00	0.00
380	Supply of API 600 4" gatevalv with flange	NO	8				0.00	0.00
390	Isolation of Process Pipelines	NO	8				0.00	0.00
Total Cost (Rs.)							0.00	0.00

The above cost should be maintained under "Total Bid Value" in the E-Tender Portal

NOTE:

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 applicable 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 Purchase Preference Policy linked with Local Content (PP:LC)
7. Refer to GCC for detail of GST.
8. Refer to SOQ & SCC for Item detail Description.
9. Mobilisation Period: 45 (Forty Five) days from the date of issue of LOA.

BID FORM

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

Sub: IFB No. CDO1581P23

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. CDO1581P23

I/We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB No. **CDO1581P23** for **“Hiring of Services for Construction of 02 (two) nos. of 795 KL Formation Water Storage Tank at OCS 3”**.

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. CDO1581P23

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.
CDO1581P23 for **“Hiring of Services for Construction of 02 (two) nos. of 795**
KL Formation Water Storage Tank at OCS 3”.

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. CDO1581P23

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:

E-TENDER NO. CDO1581P23

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

Notwithstanding anything contained herein:

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

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

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____
Name of the Bank _____
Address _____

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.

E-TENDER NO. CDO1581P23

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.

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. CDO1581P23

**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. CDO1581P23**

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. CDO1581P23**

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.	

E-TENDER NO. CDO1581P23

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 _____.

“Hiring of Services for Construction of 02 (two) nos. of 795 KL Formation Water Storage Tank at OCS 3.”

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-Part (4) (E-41432) dated 26.04.2022 (or as amended from time to time). The percentage of Local Content is _____ %.

For and on behalf of _____

Authorized signatory _____

Name _____

Designation _____

Contact No. _____

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:

TECHNICAL EVALUATION SHEET FOR BEC
E-TENDER NO. CDO1581P23

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		<u>BID EVALUATION CRITERIA (BEC)</u> The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid.			
2	1.0	<u>ELIGIBILITY CRITERIA:</u> 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-Part (4) (E-41432) dated 26.04.2022 by - MoPNG (including subsequent amendments thereof, if any) shall be applicable. Whether or not the bidders want to avail PP-LC benefit against this			

TECHNICAL EVALUATION SHEET FOR BEC
E-TENDER NO. CDO1581P23

		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 shall be liable for rejection for 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 specifying the LC Percentage 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 in India.			
2.0 TECHNICAL EVALUATION CRITERIA:					
3	2.1	The bidder must have experience of executing/completing 'WORK' of value minimum Rs 1,13,62,900.00 (Rupees One Crore Thirteen Lakh Sixty Two Thousand Nine Hundred only) under single contract during the last 07 (Seven) years reckoned from the original bid closing date in Central Govt./State Govt./Public Sector Undertaking/State Govt. Enterprise/any E&P company (E&P means any company engaged in exploration and production of crude oil & natural gas).			
4	Note to BEC Clause 2.1 above	a. 'Work' mentioned in Clause 2.1 above means: i. Experience of supply of materials, fabrication, erection, painting and commissioning of petroleum storage tank(s)/ formation water storage tank(s)/ Chemical storage tank(s) with associated piping fabrication job of minimum capacity 160 KLS as per API 650. AND ii. Experience in related civil and mechanical works viz. construction of foundation(s)/ Oil water traps/ drainage, walkways etc. b. Proof of requisite Experience, viz. award and subsequent successful execution/completion of work (refer Clause no. 2.1 above),			

TECHNICAL EVALUATION SHEET FOR BEC
E-TENDER NO. CDO1581P23

	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 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 done iii. Period of Service iv. Nature of Service v. c. In case requisite experience is against <u>OIL's Contract</u>, bidder shall only be required to categorically specify OIL's Contract Number and date. d. Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence. e. Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause Nos. 2.1 will only be treated as acceptable experience. f. Following work experience will also be taken into consideration:			
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TECHNICAL EVALUATION SHEET FOR BEC
E-TENDER NO. CDO1581P23

		(i) If the prospective bidder has executed contract in which 'work' is also a component of the contract. (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 is executing '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. In case the documents submitted as per Para f. above are not sufficient to establish the value/quantity/period of the work against Para b, (A) and (B) to Notes to BEC Clause 2.1 above, the bidder shall also have to submit the breakup of the works executed under such contract(s) clearly indicating the value / quantity / period of 'work' which should be certified by the end user or a certificate issued by a practicing Chartered / Cost Accountant Firm (with Membership Number & Firm Registration Number). g. In case of 'Work' executed through 'sub-contracting', the bidder shall submit confirmation towards consent of the client organization/end user for allowing 'sub-contracting'. h. 'Work' executed by a bidder for its own organization/subsidiary 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 Para 2.1.			
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TECHNICAL EVALUATION SHEET FOR BEC
E-TENDER NO. CDO1581P23

3.0 FINANCIAL EVALUATION CRITERIA:					
5	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 minimum Rs. 1,13,62,900.00 (Rupees One Crore Thirteen Lakh Sixty Two Thousand Nine Hundred only). [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).]			
6	3.2	Net worth of the bidder must be Positive for the preceding financial/accounting year. [Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium account (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	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 Annexure-X. <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.			

TECHNICAL EVALUATION SHEET FOR BEC
E-TENDER NO. CDO1581P23

		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 Para 3.1 & 3.2.			
4.0 <u>COMMERCIAL EVALUATION CRITERIA:</u>					
8	4.1	The bids are to be submitted under single stage Two Bid System i.e. Un-			

TECHNICAL EVALUATION SHEET FOR BEC
E-TENDER NO. CDO1581P23

		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.			
11	4.4	Bid Documents/User Id & Password for OIL's E-Tender portal are not transferable.			
12	4.5	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.			
13	4.6	Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.			
14	4.7	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			

TECHNICAL EVALUATION SHEET FOR BEC
E-TENDER NO. CDO1581P23

		Attachment" Tab Page only.			
15	4.8	Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected: (i) Firm price (ii) Bid Securing 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 (xiii) Applicable Laws (xiv) Specifications (xv) Integrity Pact			
16	4.9	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.			
17	4.10	Bid received with validity of offer less than 120 (one hundred twenty) days from Bid Opening Date will be rejected.			
18	4.11	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			

TECHNICAL EVALUATION SHEET FOR BEC
E-TENDER NO. CDO1581P23

		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.			
5.0 <u>PRICE EVALUATION CRITERIA:</u>					
19	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.			
20	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.			
21	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.			
22	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.			
23	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.			
24	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			

TECHNICAL EVALUATION SHEET FOR BEC
E-TENDER NO. CDO1581P23

		considered for computing the contract price.			
25	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.			
26	5.8	The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and GST.			
27	5.9	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.			
28	5.10	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.			
29	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.			
30	5.12	Based on the evaluation of techno-commercially qualified bidders, the			

TECHNICAL EVALUATION SHEET FOR BEC
E-TENDER NO. CDO1581P23

		job will be awarded to L-1 bidder.			
6.0 <u>GENERAL:</u>					
31	6.0	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 <u>PURCHASE PREFERENCE CLAUSE:</u>					

TECHNICAL EVALUATION SHEET FOR BEC
E-TENDER NO. CDO1581P23

32	7.0	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). 7.2 <u>PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):</u> Purchase preference policy-linked with Local Content (PP-LC) notified vide letter no. Letter No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.04.2022 of MoPNG 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-Part (4) (E-41432) dated 26.04.2022 or subsequent amendments, if any.			
33	8.0	<u>AWARD OF CONTRACT:</u> The contract for hiring of the tendered services shall be awarded as below: A. <u>L-1 bidder is a Class I PPLC bidder:</u> In case if the L1 bidder is a <u>Class I PPLC bidder</u>, the contract shall be awarded to the L1 Class I PPLC bidder. 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. In case none of the Class I PPLC bidder within price band of L1+20%			

TECHNICAL EVALUATION SHEET FOR BEC
E-TENDER NO. CDO1581P23

		accept the L1 price, then the contract shall be awarded to L1 bidder.			
34	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.			