



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
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FORWARDING LETTER

Sub: IFB No. CDO3082P20 – Hiring the services of Comprehensive Annual Maintenance of Non-Luminous Enclosed ground Flare system at Makum-OCS for a period of 03 (three) years with a provision of extension for another 01 (one) year.

Dear Sir(s),

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

2.0 In connection with its operations, OIL invites Local Competitive Bids (LCB) from competent and experienced/approved Contractors/Firms for the mentioned work/service under **OPEN E-TENDER SINGLE STAGE TWO BID SYSTEM** through OIL’s E-Procurement Portal: “<https://etender.srm.oilindia.in/irj/portal>” for **Hiring the services of Comprehensive Annual Maintenance of Non-Luminous Enclosed ground Flare system at Makum-OCS for a period of 03 (three) years with a provision of extension for another 01 (one) year.** One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL’s E-Procurement Portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s E-Procurement Portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No./E-Tender No.	:	CDO3082P20
(ii)	Type of Bid	:	Open Indigenous E-Tender, Single Stage Two Bid System
(iii)	Bid Closing Date & Time	:	As mentioned in the E-procurement portal.
(iv)	Technical Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(v)	Price Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(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	:	<p>Minimum 120 (One Hundred Twenty) days from Original Bid Closing Date.</p> <p>Note: In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.</p>
(ix)	Mobilization Period	:	30 (Thirty) days from the date of issue of LOA
(x)	Bid Security/EMD Amount	:	<p>Rs. 2,29,000.00 (Rupees Two Lakh Twenty Nine Thousand only)</p> <p>a. The Bid Security should be submitted only in the form of Bank Guarantee as per BG format enclosed herewith (Proforma-V) issued by Nationalized/Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN.</p> <p>b. Alternately, Bid Security can also be paid through the online payment gateway against this tender.</p> <p>c. In case of Bidder(s) submitting Bid Security in the form of Bank Guarantee, the original hard copy of Bid Security should reach the office of GM-CONTRACTS (HoD) on or before 12.45 PM (IST) on the bid closing/opening date otherwise bid will be rejected.</p> <p>d. A scanned copy of Bid Security document should also be uploaded along with the Un-priced Techno-Commercial Bid documents.</p> <p>e. This Bid Security Deposit shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 9.0 below. Bids without Bid Security Deposit in the manner specified above will be summarily rejected.</p> <p>No other mode of payment will be accepted by the Company. The Bid Security shall not earn any interest to the bidder from the Company.</p> <p>Notes:</p> <p>Bidders claiming waiver of Bid Security shall upload supporting documents as</p>

			mentioned in Para. No. 4.0 below. Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected. Any subsequent deposit of Bid Security after the bid closing date shall not be permitted. Also, adjustment of Bid Security due against the instant tender, against dues from the Company or on any account shall not be permitted.
(xi)	Bid Security/EMD Validity	:	As mentioned in the E-procurement portal. (Minimum 150 days from original bid closing date).
(xii)	Original Bid Security to be submitted	:	Office of GM-CONTRACTS (HoD), CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786602, INDIA
(xiii)	Amount of Performance Security	:	10% of annualized Contract value. a. Bidders can submit performance Security in the form of Bank Guarantee from any Scheduled Indian Bank as per BG format enclosed herewith (Proforma-VII) or in the form of Demand Draft . b. Performance Security Money shall not earn any interest.
(xiv)	Validity of Performance Security	:	90 (Ninety) days beyond the defect liability period.
(xv)	Location of job		Eastern Asset (Makum-OCS)
(xvi)	Duration of the Contract	:	03 (Three) years with a provision of extension by another 01 (one) year
(xvii)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	:	Refer clause No. 28 of General Conditions of Contract.
(xviii)	Bids to be addressed to	:	GM-Contracts (HoD), Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xix)	Pre-Bid conference	:	Not Applicable
(xx)	Last Date of receipt of Queries	:	Not Applicable

Note:

- a. 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 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 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.

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.

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

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

4.0 EXEMPTION FROM BID SECURITY PAYEMENT: In case any bidder is exempted from paying the Bid security, they should request OIL with supporting documents. The detailed guidelines for exemption of the Bid security are given below.

- a) MSEs Units (manufacturers/Service Providers only and not their dealers/ distributors) who are already registered with District Industry Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration.
- b) Central Government Departments and Central Public Sector Undertakings (CPSUs) are also exempted from submitting bid security.
- c) In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.
- d) Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority.

5.0 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)** at the office of the CGM-Contracts in presence of the authorized representatives of the bidders.

6.0 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.

7.0 The tender is invited under **OPEN E-TENDER SINGLE STAGE TWO BID SYSTEM**. The bidder has to submit both the "**TECHNICAL**" and "**PRICED**" bid through electronic form in the OIL's E-Tender portal within the Bid Closing Date and Time stipulated in the E-Tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions are available in "User Manual" available in OIL's E-Tender Portal. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded under "**Technical Attachment**" Tab only. **Bidders to note that no price details should be uploaded in "Technical Attachment" Tab Page.** The Price Bid rates shall be quoted per unit as specified in the "**PRICE BIDDING FORMAT**" attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's E-Tender portal. The price quoted in the "PRICE BIDDING FORMAT" will only be considered for evaluation.

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

9.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their Bid Security Deposit in full and debar 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.

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

11.0 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.

11.1 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.

11.2 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.

11.3 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.

11.4 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.

11.5 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.

11.6 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.

11.7 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.

12.0 BIDDING DOCUMENTS:

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

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

12.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid without seeking any clarifications.

SPECIAL NOTE: Please note that all tender forms (Forwarding Letter, (BEC-BRC) Bid Evaluation Criteria & Bid Rejection Criteria, Part-I: (GCC) General Conditions of Contract, Part-II: (SOQ) Schedule of Work, Unit and Quantity, Part-III: (SCC) Special Conditions of

Contract, Part-V: (SM) Safety Measures, Part-VI: (IP) Integrity Pact, Price Bidding Format, Technical Evaluation Sheet for BEC-BRC & others) and supporting documents are to be submitted through OIL's E-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender No. and due date to The CGM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602.

a) ORIGINAL BID SECURITY (Only in case of Bidder(s) submitting Bid Security in the form of BANK GUARANTEE):

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

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

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

The above documents including the Original Bid Security (in case of bidders submitting Bid Security in the form of Bank Guarantee) must be received at OIL's CGM-Contract's office at Duliajan **on or before 12.45 PM (IST) on the bid closing date** failing which the bid shall be rejected.

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

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

Note: OIL has appointed Shri Rajiv Mathur, IPS (Retd.), Shri Rudhra Gangadharan, IAS (Retd.) and Shri Jagmohan Garg, Ex-Vigilance Commissioner 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 Rajiv Mathur, IPS(Retd.), Former Director, IB, Govt. of India;
E-mail id: rajivmathur23@gmail.com
- b. Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture
E-mail id : rudhra.gangadharan@gmail.com
- c. Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC
E-Mail id: jagmohan.garg@gmail.com

14.0 PREPARATION OF BIDS:

14.1 LANGUAGE OF BIDS: The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language,

except that any printed literature may be in another language provided it is accompanied by an official and notarized English translated version, which shall govern for the purpose of bid interpretation.

14.2 DOCUMENTS COMPRISING THE BID:**(I) UN-PRICED TECHNO-COMMERCIAL BID:**

- (i) Bid Documents duly filled up as indicated.
- (ii) Complete technical details/specifications of the equipment with catalogue, etc. as per tender requirement.
- (iii) Documentary evidence established in accordance with BEC/BRC part.
- (iv) Statement of Non-Compliance (if any).
- (v) Bid Security (scanned copy). Hard copy of original Bid Security (Only in case of bidder(s) submitting bid security in the form of Bank Guarantee) should be sent separately to reach **on or before 12.45 p.m. (IST) on the bid closing date failing which the bid shall be rejected.**
- (vi) Any other document as per tender requirement (scanned copy). Hard copy(s) of the same, if called for in the tender, should be sent separately to reach on or before **12.45 p.m. (IST) on the bid closing date failing which the bid shall be rejected.**

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

(II) PRICED BID:

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

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

16.0 TRANSFERABILITY OF BID DOCUMENTS:

16.1 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.

16.2 Unsolicited offers will not be considered and will be rejected straightway.

17.0 FORMAT AND SIGNING OF BID:

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

18.0 AMENDMENT OF BIDDING DOCUMENTS:

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

18.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical RFx" and 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.**

19.0 SUBMISSION OF BIDS:

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

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

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

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

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

20.0 SCREEN SHOTS

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

Go to this Tab "**Technical Attachment**" for Uploading "Technical Bid".

cFolder Name	Category	Description	File Name	Version	Processor	Check
The table does not contain any data						

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.

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

The screenshot shows the 'Create RFx Response' form. At the top, there are tabs: Submit, Read Only, Print Preview, Check, Technical RFx Response, and Close. Below these, the form displays RFx Response Number 60038748, RFx Number, RFx Owner BHARALI, and Total Value 0.00 INR. The main section is divided into three tabs: RFx Information, Items, and Notes and Attachments. Under RFx Information, there are sub-tabs: Basic Data, Questions, and Technical Attachments. The 'Event Parameters' section includes a 'Currency' dropdown menu set to 'Indian Rupee', a 'Detailed Price Information' dropdown menu set to 'No Price', and a 'Terms of Payment' field. A red box highlights the 'Total Bid Value' field, which is currently empty. Three callout boxes provide instructions: '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 Detailed Price Information dropdown; and '“Total Bid Value” considering all the taxes & duties.' points to the Total Bid Value 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”.

22.0 DEADLINE FOR SUBMISSION OF BIDS:

22.1 Bids should be submitted on-line up to **11.00 a.m. (IST) (Server Time) on the Bid Closing date** mentioned in the Forwarding Letter. Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid except in condition mentioned in clause 25.0 below. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

22.2 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.

22.3 The documents in physical form must be received by Company at the address specified in the "Forwarding Letter" on or before **12:45 p.m. (IST) on the bid closing date**. Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

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

24.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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

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

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

25.0 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.

26.0 BID OPENING AND EVALUATION:

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

26.1.2 In case of two bid system, after the evaluation of the Technical Bids, the Price Bids of only the techno-commercially acceptable Bidders will be opened. The opening Date and Time will be intimated to the techno-commercially qualified Bidders in due course. Price bids will be opened in the same procedure as mentioned in Para 26.1.1 above.

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

26.3 Bids which have been withdrawn pursuant to Clause 24.0 will not be allowed to be opened by the system. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

26.4 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 26.3.

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

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

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

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

27.0 EVALUATION AND COMPARISON OF BIDS:

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

27.2 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted inclusive of all liabilities and GST for the items of part-II (i.e. schedule of works, units, quantity, rates) of the tender.

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

27.4 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.

28.0 BACKING OUT BY BIDDER: In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.

29.0 CONTACTING THE COMPANY:

29.1 Except as otherwise provided in Clause 27.0 above, no Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 26.5.

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

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

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

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

33.0 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.

34.0 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.

35.0 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 Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

36.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT: The information and documents furnish by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/ fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (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**.

37.0 MOBILISATION ADVANCE PAYMENT:

37.1 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, CAG Branch, Kolkata from the date of payment of the advance till recovery/refund.

37.2 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 02 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.

37.3 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.

38.0 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.

39.0 SIGNING OF CONTRACT:

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

39.2 Within 02 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder(s) will be required to pay an interest free Performance Security by way of Bank Guarantee (in specified format) or in the form of Demand Draft favouring "OIL INDIA LIMITED" payable at "DULIAJAN" from any Nationalized Bank. Upon furnishing of the Performance Security, the successful Bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the OIL Standard forms of agreement.

39.3 This Performance Security must be valid for 90 (Ninety) days after the date of expiry of the defect liability period. In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

39.4 The "Performance Security" 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 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.

40.0 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.

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

42.0 Failure of the successful bidders to comply with the conditions as specified in Para 39.2 above would render him liable for rejection and in turn forfeiture of Bid Security apart from any other actions the Company may take against him at its sole discretion. The bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

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

Thanking you,
Yours faithfully,

OIL INDIA LIMITED
(KAUSHIK DAS)

SENIOR CONTRACTS OFFICER (OPERATIONS)

For **GM-CONTRACTS (HoD)**

For **RESIDENT CHIEF EXECUTIVE**

Date: 15.11.2019

BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA (BRC)**1.0 BID EVALUATION CRITERIA (BEC)**

The bid shall conform generally to the specifications and terms and conditions given in the Tender Documents. Bids will be rejected in case 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 mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the Technical Bid.

1.1 FINANCIAL CRITERIA

1.1.1 Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least **Rs. 11,44,600.00 (Rupees Eleven Lakh Forty Four Thousand and Six Hundred only).**

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

Note: The Net worth to be considered against Clause 1.1.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of The Companies Act, 2013.

Notes to BEC Clause 1.1 above:

- a.** For proof of Annual Turnover & Net worth (refer clauses 1.1.1 & 1.1.2 above), 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 or Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **Annexure-X**.
- b.** Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an 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 documents mentioned under para **a.** and **b.** above.
- e. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover & Net worth as mentioned in Para 1.1.1 & 1.1.2.

1.2 TECHNICAL CRITERIA:

The bidder must have experience in successfully executing/completing at least 01 (One) SIMILAR work of minimum value of **Rs. 19,07,700.00 (Rupees Nineteen Lakh Seven Thousand and Seven Hundred only)** under single Contract in previous 07 (seven) years to be reckoned from the original bid closing date in Central Govt./State Govt./Public Sector Undertaking/State Govt. Enterprise/any E&P Company/Downstream Oil & Gas Company.

Notes to BEC Clause 1.2 above:

- a. "SIMILAR" nature of work mentioned in 1.2 means: "Experience of installation & commissioning or maintenance of Oil or Gas Flaring System".
- b. For proof of requisite Experience (refer Clause No. 1.2), the following documents/ photocopy (self-attested/attested) must be submitted along with the bid:
 - I. **In case work experience is against OIL's Contract:** Bidder must submit Job Completion Certificate issued by the company indicating the following:
 - A. Work order no./Contract no.
 - B. Gross value of job done
 - C. Period of Service
 - D. Nature of Service
 - II. **In case work experience is not against OIL's Contract:** Bidder must submit the following:
 - A. Contract document showing details of work,
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 completionOR
 - C. 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. Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.

- d. Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause Nos. 1.2 will only be treated as acceptable experience.
- e. Following work experience will also be taken into consideration:
 - (i) If the prospective bidder has executed contract in which similar 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 similar work which is still running and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.

Proof of work experience against Para **e. (i) and (ii)** above, to satisfy a) similar work b) minimum prescribed value/qty c) prescribed period of 07 years, to be submitted as below:

- I. **In case requisite experience is against OIL's Contract:** Bidder must submit the breakup of similar work and its value/quantity mentioning SES No. and copies of all relevant SES.
- II. **In case requisite experience is NOT against OIL's Contract:** Bidder must submit the breakup of similar work and its value/quantity executed within the prescribed period of 07 (Seven) years reckoned from the original bid closing date. The breakup must be certified by the end user or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).

Proof of work experience against Para **e. (iii)** above, to satisfy a) similar work b) minimum prescribed value/qty c) prescribed period of 07 years, to be submitted as below:

- I. **In case requisite experience is against OIL's Contract:** Bidder must submit the following:
 - A. Breakup of similar work
 - B. 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 job done
 - (iii) Period of Service
 - (iv) Nature of Service
- II. **In case requisite experience is not against OIL's Contract:** Bidder must submit the following:
 - A. Breakup of similar work
 - B. Contract document showing details of work.
 - C. LOA/LOI/Work order showing:
 - (i) Gross value of awarded

- (ii) Nature of job awarded
 - (iii) Contract no./Work order no.
 - (iv) Contract period and date of completion
 - D. Certificate of Payment (COP)/SES (Service Entry Sheet) up to the previous month of the original bid closing date of this tender issued by the company indicating the following:
 - (i) Work order no./Contract no.
 - (ii) Gross value of job done
 - (iii) Period of Work Done
 - f. In case of similar work executed through 'sub-contracting', the bidder shall submit relevant documents as mentioned under para 'b' and/or 'e' above, issued directly by the client organization/end user, along with confirmation towards consent of the client organization/end user for allowing 'sub-contracting'.
 - g. SIMILAR work executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.
 - h. Bids submitted for part of the work will be rejected. Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Para 1.2.
- 1.3** 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.
- 1.4** Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.
- 1.5** If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 1.6** The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.
- 1.7** The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.
- 1.8** Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.
- 1.9** In case of identical overall lowest offered rate by more than 1(one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.

1.10 PURCHASE PREFERENCE CLAUSE: Purchase Preference to Micro and Small Enterprises registered with District Industry Centres 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:

1.10.1 In case participating MSEs Quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.

1.10.2 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

1.10.3 Documentation required to be submitted by MSEs: Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres 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 Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

1.11 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).

1.12 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.

1.13 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.

1.14 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.

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

2.0 BID REJECTION CRITERIA (BRC):

2.1 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.

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

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

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

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

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

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

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

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

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

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

- (xii) Force Majeure
- (xiii) Applicable Laws
- (xiv) Specifications
- (xv) Integrity Pact

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

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

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

3.0 GENERAL:

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

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

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

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

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

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

GENERAL CONDITIONS OF CONTRACT (GCC)

DESCRIPTION OF WORK/SERVICES: Hiring the services of Comprehensive Annual Maintenance of Non-Luminous Enclosed ground Flare system at Makum-OCS for a period of 03 (three) years with a provision of extension for another 01 (one) year.

A. DEFINITIONS:

In the contract, the following terms shall be interpreted as indicated:

- (a) **"The Contract"** means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) **"The Contract Price"** means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) **"The Work"** means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) **"Company"** or **"OIL"** means Oil India Limited;
- (e) **"Contractor"** means the Contractor performing the work under this Contract.
- (f) **"Contractor's Personnel"** means the personnel to be provided by the Contractor to provide services as per the contract.
- (g) **"Company's Personnel"** means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (h) **"Gross Negligence"** means 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 wanton 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.
- (i) **"Willful Misconduct"** means 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.

WITNESSETH:

1.0 a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract in **Eastern Asset (Makum-OCS)**.

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

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

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

3.0 The Company's Engineer shall have power to:

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

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

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

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

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

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

5.0 The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The

valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

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

- i) The Mines Act.
- ii) The Minimum Wages Act, 1948.
- iii) The Workman's Compensation Act, 1923.
- iv) The Payment of wages Act, 1936.
- v) The Payment of Bonus Act, 1965.
- vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- vii) Employees' Pension Scheme, 1995.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- x) GST Act.

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

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

8.0 The duration of the contract shall be for a period of **03 (Three) years** from the commencement of the same i.e. after completion of mobilization with a provision of extension by another **01 (One) year** as per Company's requirement. The Contractor must complete the work as mentioned in PART – III (SPECIAL CONDITIONS OF CONTRACT: SCC) within the contract period. In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and/or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

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

10.0 The tendered price inclusive of all liabilities and GST (i.e. the Contract price) is Rs. _____ **(Not to be filled up by bidder while submitting the offer in Technical Attachments Folder. This figure will be filled up by OIL at the time of award of the contract to the successful bidder)** (_____ only) but the Company shall pay the Contract or only for actual work done at the all-inclusive rates set down in the Schedule of work Part II of this Contract.

On account payment may be made, not often than monthly, up to the amount of **100%** of the value of work done. Final payment will be made only after satisfactory completion of

the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

Note: All Invoices are to be sent to the following address:

Chief General Manager – PSS
Oil India Limited,
P.O. Duliajan-786602
Dist. Dibrugarh, Assam.

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

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

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

14.0 The Contractor shall deploy local persons in all works.

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

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

17.0 GENERAL OBLIGATIONS OF COMPANY:

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

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

18.0 SPECIAL CONDITIONS:

- a) ~~The amount of retention money shall be released after 6 (six) months from the date of issue of completion certificate from concerned department.~~
- b) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.
- c) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these

provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to applicable P.F. Contribution.

19.0 ARBITRATION:

19.1 ARBITRATION (APPLICABLE FOR SUPPLIERS/CONTRACTORS OTHER THAN PSU)

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

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

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

- c) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
- d) Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
- e) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the

stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

- f) Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- g) The arbitral tribunal shall make and publish the award within time stipulated as under:

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

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

- h) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
- i) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.
- In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.
- j) The Arbitration shall be held at **Duliajan, Assam**. However, parties to the contract can agree for a different place for the convenience of all concerned.
- k) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
- l) Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

19.2 ARBITRATION (APPLICABLE IN CASE OF CONTRACT AWARDED ON PUBLIC SECTOR ENTERPRISE):

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

of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

The venue of all arbitrations under both 19.1 & 19.2 will be **Duliajan, Assam**. The award made in pursuance thereof shall be binding on the parties.

20.0 FORCE MAJEURE:

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

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

20.2 Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

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

20.3 Should 'force majeure' condition as stated above occurs and should the same be notified within Seventy-Two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

21.0 TERMINATION:

21.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION): The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or the extension period, if exercised by Company under the provision of the Contract.

21.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE: Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 20.0 above.

21.3 TERMINATION ON ACCOUNT OF INSOLVENCY: In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

21.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE: If the Company considers that, the performance of the Contractor is unsatisfactory, or not up to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days' notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

21.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT: In case the Contractor's rights and/or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.

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

21.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 21.1 to 21.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination including the De-mob cost, if any.

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

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

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

23.0 I.B. VERIFICATION REPORT AND SECURITY REVIEW: Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department before engagement.

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

25.0 SET OFF CLAUSE: "Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or

such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited)."

26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT: The information and documents furnished by the bidder/contractor in respect of the subject tender/contract are expected 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.

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

28.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILIZATION/COMPLETION OF WORKS AND SERVICES: In the event of the Contractor's default in timely mobilization/completion within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of contract value, per week or part thereof of delay subject to maximum ceiling of 7.5% of contract value.

29.0 SUBCONTRACTING: Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party. Except for the main services under this contract, Contractor may sub-contract the petty support services subject to Company's prior approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.

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

31.0 LIABILITY:

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

31.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its contractors or sub-contractor

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

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

31.4 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.

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

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

31.7 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.

31.8 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.

31.9 LIMITATION OF LIABILITY: Notwithstanding any other provisions except only in cases of willful misconduct and/or criminal acts,

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

(b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in toto or otherwise, shall not exceed 100% of the Contract price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

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

32.0 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.

33.0 INDEMNITY AGREEMENT:

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

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

34.0 APPLICABLE LAW:

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

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

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

36.0 SUBSEQUENTLY ENACTED LAWS:

36.1 In the event of introduction of any new legislation or any change or 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, (other than personnel and Corporate taxes), duties, 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.

36.2 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.

36.3 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.

36.4 Notwithstanding the provision contained in clause 36.1 to 36.2 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, Excise Duty and Service Tax in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc. of the CONTRACTOR.

36.5 In order to ascertain the net impact of the 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 service tax amount.
- ii. Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.

37.0 GOODS AND SERVICES TAX:

37.1 GENERAL REMARKS ON TAXES & DUTIES:

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

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

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

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

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

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

37.5.1 OIL will reimburse the **GST** to the Supplier of Goods/Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/regulation of GST to enable OIL to claim input tax credit of **GST** paid. In case of any variation in the executed quantities, the amount on which the **GST** is applicable shall be modified in same

proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

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

37.6 Where the OIL is not entitled to avail/take the full Input Tax Credit of GST:

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

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

37.7 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.

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

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

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

37.11 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.

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

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

37.14 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.

37.15 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.

37.16 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.

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

37.18 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.

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

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

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

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

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

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

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

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

37.24 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be liveable 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.

37.25 Documentation requirement for GST:

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

Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
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 authorized representative.
GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner

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

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

37.26 ANTI-PROFITEERING CLAUSE:

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

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

38.0 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:

- a) For non-completion of jobs.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

Withholding will also be effected on account of the following:

- i) Order issued by a Court of Law in India.
 - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
 - iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
 - iv) Any payment due from Contractor in respect of unauthorized imports.
- When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so with-hold.

Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor, which is directly/indirectly related to some negligent act or omission on the part of Contractor.

39.0 In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions than the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

40.0 PERFORMANCE SECURITY: The Contractor has furnished to Company a Demand Draft/Bank Guarantee No. _____ dated _____ issued by _____ for _____ (being 10% of annualized contract value) with validity of 90 (Ninety) days beyond the defect liability period. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. If the performance security is submitted in the form of bank guarantee then in the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

41.0 NOTICE:

41.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below:

Company

a) For contractual matters

GM-Contracts(HOD)
OIL INDIA LIMITED
PO DULIAJAN - 786602
ASSAM, INDIA
Phone No. 91-374-2808650
Email: contracts@oilindia.in

b) For technical matters

Chief General Manager - PSS
OIL INDIA LIMITED
PO DULIAJAN - 786602,
ASSAM, INDIA
Phone No. 91-374-2806440
Email: agadhmedhi@oilindia.in

Contractor

Phone No.:

41.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

SCHEDULE OF WORK, UNIT AND QUANTITY: (SOQ)

DESCRIPTION OF WORK/SERVICE: Hiring the services of Comprehensive Annual Maintenance of Non-Luminous Enclosed ground Flare system at Makum-OCS for a period of 3 (three) years with a provision of extension for another 1 (one) year.

Item No.	Description of Services	UOM	Estimated Quantity
10	Periodic maintenance without spare: It includes: a. Service for maximum three working days (excluding Holiday, Sunday, Bandh and Blockade etc.). b. To & fro charges of manpower. c. Lodging, Boarding and local travel charges of manpower.	NO (Number)	6
20	Break down maintenance (Service without any spare) It includes: a. Service charge for three working days (excluding Holiday, Sunday, Bandh, Blockade etc.) b. To & fro charges of manpower. c. Lodging, Boarding and local travel charges of manpower.	NO (Number)	6
30	Ceramic Lining (Flare enclosures 1, 2 and 3) Flare enclosure 1: Design temp. - 1400 Deg.C Operating temp. - 1200 Deg.C Height - 14105 mm OD - 3005 mm ID - 2690 Flare enclosure 2: Design temp. - 1400 Deg.C Operating temp. - 1200 Deg.C Height - 14105 mm OD - 3005 mm ID - 2690 Flare enclosure 3: Design temp. - 1400 Deg.C Operating temp. - 1200 Deg.C Height - 12070 mm OD - 3005 mm ID - 4734	M2 (Square Meter)	422

40	Cost of critical spares Refer to Annexure-I	LSM (Lumpsum)	1
50	Cost of critical spares Refer to Annexure-IIA	LSM (Lumpsum)	1
60	Cost of critical spares Refer to Annexure-IIB	LSM (Lumpsum)	1
70	Cost of critical spares Refer to Annexure-III	LSM (Lumpsum)	1
1. Tenure of Agreement: 03 (Three) years with a provision of extension by another 01 (one) year.			
2. Mobilisation Period: 30 (thirty) days from date of issue of LOA			

SPECIAL CONDITIONS OF CONTRACT (SCC)**SECTION-I****1.0 DEFINITIONS AND INTERPRETATION:**

- 1.1 “THE COMPANY / OWNER / OIL” means Oil India Limited, a Government of India Undertaking having its registered office at Duliajan, Assam. “THE CONTRACTOR / CONTRACTOR” means the successful bidder of this contract. “Act” means the all applicable laws;
- 1.2 “OMR” means Oil Mines Regulation 2017; and its subsequent amendment
- 1.3 “Schedule” means a schedule appended to these regulations;
- 1.4 “Regional Inspector” means the inspector of mines in charge of the region or local area or areas in which the mine is situated or the group or class or mines to which the mine belongs, over which he exercises his power under the Act;
- 1.5 “Petroleum” means naturally occurring hydrocarbons in a free state whether in the form of natural gas or in a liquid, viscous or solid form but does not include helium occurring in association with petroleum;
- 1.6 “Gas” means the vapour state of the hydrocarbons occurring in, or derived from petroleum.
- A. “Gas free” means an environment in which the percentage of flammable gas does not exceed 20 percent of lower explosive limit of such gas.
- B. “Machinery means – I. any stationary or portable engine, pump, air or gas compressor, boiler or steam apparatus, or II. any such apparatus, vessels, appliance or combination of appliances intended for developing, processing, storing, transmitting, converting or utilizing energy, or III. any such apparatus, appliances or combination of appliances if any power developed, stored, transmitted, converted or utilized thereby is, under or intended for use in connection with mining operations.
- 1.7 “Toxic dust/gas” means any dust or gas which can cause a reversible or irreversible disturbance of the normal physiological processes of one or more bodily systems;
- 1.8 “Hazardous atmosphere” means an atmosphere containing any flammable gas in a concentration capable of ignition.
- 1.9 “Hazardous area” means an area where hazardous atmosphere exists or is likely to occur.
- 1.10 “Zone one” hazardous area” means an area in which a hazardous atmosphere is likely to occur under normal operating conditions;
- 1.11 “Zone two” hazardous area” means an area in which hazardous atmosphere is likely to occur only under abnormal conditions;
- 1.12 “Installation” means any fixed installation or part of a fixed installation which is maintained within the mine or is to be established there in connection with exploitation of petroleum or with a view to such exploitation.

- 1.13 The “Mines Manager” means the person appointed in writing by the owner or agent of the mine to be in charge of and responsible for all operations and activities of or in connection to the Mine.
- 1.14 “Installation Manager” means the person appointed in writing by the owner or agent of the mine to be in charge of and responsible for all operations and activities of or in connection to the installation.
- 1.15 “Competent person” means a person who is capable of identifying existing and predictable hazards in the surroundings of working conditions which are unsanitary or dangerous to work-persons and who has authorization to take prompt corrective measures to eliminate them.
- 1.16 “Official” means a person appointed in writing by the owner, agent or manager to perform duties of supervision in a mine or part thereof and includes installation manager, mines safety officer, fire officer, engineer (installation) and surveyor.
- 1.17 The “WORK” means and include all items to be supplied, things to be done and services to be provided and activities to be performed by the CONTRACTOR, pursuant to and in accordance with the CONTRACT, or part thereof, as the case may be, and shall include all extra, additional, altered or substituted items/things/activities/services as required for purpose of the Operation of the plant at DESIRED PERFORMANCE LEVEL with due authorization from the Mines Manager or Installation Manager.
- 1.18 “CONTRACT” means the contract agreement signed for “Comprehensive Annual Maintenance of Non-Luminous Enclosed ground Flare system at Makum-OCS for a period of 3(three) years with a provision of extension for another 1(one) year.”.
- 1.19 “DAY” means a day of 24 hours starting from morning 6 AM of the particular day to next morning 6 AM, irrespective of the number of hours worked in that day.
- 1.20 “WORKING DAY” means any DAY, which is not declared to be holiday or rest day by the OWNER.
- 1.21 “WEEK” means a period of any consecutive seven days.
- 1.23 “DESIRED MAINTENANCE PERFORMANCE LEVEL” of the PLANT means trouble-free operation of the PLANT with stipulations explained under article PENALTY.
- 1.24 “Major Accident” means an occurrence including but not limited to, a major emission of fire or explosion from uncontrolled developments in the course of drilling and for production, storage, handling or transportation, processing of petroleum or machinery or owing to natural events leading to serious effects (both immediate and delayed as well as inside or outside the installation) causing or likely to cause substantial loss of life and property.
- 1.25 “District Magistrate” in relation to any mine means the District Magistrate or the Deputy Commissioner as the case may be, who is vested with the executive powers of maintaining law and order in the revenue district in which the mine is situated. In the case of a mine which is situated partly in one district and partly in another, the District Magistrate for the purposes of these regulations shall be the District Magistrate authorized in this behalf by the Central Government.

- 1.26 EMERGENCY means any happening which have immediate harmful affect involving threat to the installation, its surroundings and other installations and Govt/ public properties and/or its people resulting in disaster caused by major accident and/ or uncontrolled release of hydrocarbon from underground reservoir, natural calamities like flood, storm, earthquake etc.
- 1.27 “Standard and Sound Industry Practice” means Clean and safe environment in the entire plant some parameters of which but not limited to are Plant’s drains, OWS pits, office-buildings, sheds, facilities, engines, machines, equipment, water reservoirs etc, each devoid of Oil spillage, dirt, filth, sludge, rubble, garbage , residue, high growth grass etc.
- 1.28 Date of Commencement of contract: The date of completion of mobilization of equipment, man-power and other pre-requisites of placement of contract by contractor in all respects based on which work-order shall be issued by the Company to the contractor to commence work under the contract will be considered as the Date of Commencement of contract.
- 1.29 Effective date and Duration: This Agreement shall be effective from the Effective Date (being the date on which this Agreement is signed) and unless terminated earlier pursuant to the provisions of this Agreement or the contract, shall continue in effect for the term of contract.

2.0 WORK ORDER: 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 also have to submit the proof of Labour clearance/Labour License issued by concerned authority, health check-up records/reports, insurance of his/her personnel and list of competent personnel to be deployed during the period of contract, copies of experience and qualification certificate, before mobilization.

2.1 Mobilization period: Contractor shall complete mobilization of all manpower and spares/equipment within **30 (Thirty) days** from the date of issuance of LOA. Company will inspect all the manpower credentials along with spares/equipment within 7(seven) days from the date of intimation of readiness of inspection by contractor.

Note: The 1st periodic maintenance will commence along with commencement of contract i.e. from the date of issuance of work order.

3.0 DEFECT LIABILITY PERIOD: Workmanship and quality of materials supplied by the Contractor are to be guaranteed for a minimum period of twelve (12) months from the date of completion of contract 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 twelve (12) months from the date of completion of contract.

4.0 CONTRACTOR’S PERSONNEL:

- i) Except as otherwise hereinafter provided the selection, replacement, and engagement; Contractor shall determine remuneration of contractor’s personnel.

Such employees shall be solely of Contractor's employees. All personnel to be deployed by the Contractor in different streams of work must have sound health, requisite qualifications, adequate experience in their respective fields as well as requisite competency as stipulated vide Indian Mines Act, Oil Mines Regulations & other byelaws, regulations & norms in force. The Contractor must warrant that all their employees shall perform the work correctly and efficiently and must ensure that such personnel observe all applicable statutory norms and safety requirement of OIL. The category of the persons (Supervisors/ Technician/ Helper etc.) deployed should be as per the latest Minimum Wages Act governed by the Central Government.

- ii) Contractor shall submit Police Verifications / IME reports etc. and other relevant data of any prospective deployment. Such personnel must not have any pending case against them in court of law / any pending police case or FIR against them. Any of the employees – officers or work staff – can work at only after approval of OIL for such employees. If not approved by OIL, Contractor cannot employ any of its employees at the installation. In regards to selection process of the Contractor for their potential employees to be deployed at the installation, OIL shall not have any role or say.
 - The cost - if any - on providing all the above initial documents / reports etc. (including but not limited to Initial Medical Examinations, IME) to OIL at the beginning of deployment of each prospective employee shall be responsibility of the Contractor.
 - The initial documents to be provided to OIL shall be applicable for any new/ fresh employee to be deployed at any time during the currency of the contract.
 - Further, the Contractor shall be responsible for (carrying out Periodic Medical Examination (PME) and) providing OIL with PME reports of the employees on or before completion of 3 (three) years of working continuously at Makum OCS.
- iii) Even after initial deployment if at a later stage OIL finds any personnel of the Contractor to be unsuitable / undesirable to OIL and communicates to the Contractor in writing, the Contractor shall remove such personnel immediately from working as mentioned. In this case, the Contractor - entirely on their expense - shall promptly replace such personnel with alternative personnel acceptable to OIL.
- iv) If Contractor wants to change any of their personnel deployed at any time, replacement for such employee(s) will be required in advance. New recruitment shall take over the responsibility after adequate training and familiarization prior to release of concerned persons. For new recruits, clauses 6.0 (i), (ii) & (iii) will be applicable.
- v) Contractor shall be solely responsible throughout the period of the Contract for ensuring that all the Contractor's employees have requisite statutory trainings like but not limited to Fire Fighting Training as per OMR / OISD-116, MVT, First Aid, Gas Testing etc. The Contractor must maintain its training-matrix records of its all employees and keep it updated at all times.
 - OIL will provide the above mentioned trainings to all employees of the Contractor free of cost. But such training can be imparted to Contractor's

personnel at OIL only during periods when OIL conducts these trainings and subject to availability of seats.

Note: The contractor must assess the jobs requirement as per scope of this maintenance contract and depute his maintenance team comprising adequate no. of personnel accordingly without affecting planned/ unplanned jobs as per terms of this contract.

4.1 Minimum Manpower qualification:

i) Manager/ Supervisor:

a) Diploma in Instrumentation Engineering with 2 years experience in any process industry (handling similar nature of job as mentioned in SOW.)

b) Person deployed for Electrical maintenance jobs should have Diploma in Electrical Engineering having minimum 2 (two) years' experience in electrical works. He should possess valid Electrical Supervisor's certificate of competency [parts 1, 2, 3 & 4 and Preferably 8 (Mining part)] issued or recognized by State Electrical Licensing Board, Govt. of Assam.

Or

ITI in Electrical trade having minimum 5 (five) years' experience in electrical works. He should possess valid Electrical Supervisor's certificate of competency [parts 1, 2, 3 & 4 and Preferably 8 (Mining part)] issued or recognized by State Electrical Licensing Board, Govt. of Assam. Work experience will be counted from the date of obtaining Electrical Supervisor's certificate of competency (parts 1, 2, 3 & 4).

ii) Engineer: Diploma in respective Depts. (Mechanical/Electrical/Instrumentation/Safety) with 2 years experience in any process industry (handling similar nature of job as mentioned in SOW.)

iii) Helper: 10th pass

For any Technician deployed for Electrical maintenance jobs should have passed at least Class-X/ITI in Electrical trade, having minimum 3 (three) years work experience in electrical works. He should possess valid Electrical Permit for Workman, Class (i) & (ii), issued or recognized by State Electrical Licensing board, Govt. of Assam. Work experience will be counted from the date of obtaining such Permit for Workman, Class (i) & (ii).

Note:

i) The above list of key personnel indicates the minimum requirement. The Contractor will need to make provisions for additional manpower that may be required for execution of the Contract smoothly. The detailed bio-data of the personnel and the number of additional personnel planned to be deployed must be submitted with the technical bids.

ii) Contractor shall, prior to mobilization, furnish to Company a list of all personnel who are to perform the Services. The list shall show each person's qualifications, details of work history and previous employment with dates, training courses attended, and copies of all pertinent certifications.

iii) Contractor shall ensure that its personnel will be competent and efficient. However, the Contractor shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the company before the actual deployment. The Contractor shall not deploy its personnel unless cleared by the company.

iv) Contractor shall provide all manpower for necessary supervision and execution of all work under this contract to company's satisfaction except where otherwise stated. The minimum number of key personnel to be deployed is mentioned in this document.

v) Replacement of Contractor's Personnel: Contractor will immediately remove and replace any Contractor's personnel, who in the opinion of company, is incompetent, or negligent or of unacceptable behaviour or whose employment is otherwise considered by company to be undesirable.

vi) Contractor shall deploy on regular basis, all category of their employee required for economic and efficient work servicing operations.

5.0 FOOD, ACCOMMODATION, TRANSPORTATION AND MEDICAL FACILITY AT FIELD INSTALLATIONS:

i) Contractor shall provide food and accommodation services for its Own/OEM's/Authorized Dealer's personnel.

ii) Transportation of Contractor's/OEM's/Authorized Dealer's personnel from base camp to work place and back will be arranged by Contractor at his cost.

iii) Medical Facilities: The Contractor shall arrange for medical facilities for their/OEM's/Authorized Dealer's personnel. However, OIL may provide services of OIL Hospital as far as possible in emergency on payment basis which shall be recovered from the quarterly bill(s) of the contractor.

6.0 MISCELLANEOUS:

i) The deviation(s) from the specifications in any case, if observed, shall be communicated immediately to the Contractor by OIL. On prompt rectifications by the Contractor within specific time period, penalty on the Contractor shall NOT be levied. OIL expects good relationship with the Contractor and also expects highly professional and positive attitudinal approach of the Contractor for prompt response in rectifications of any faults / deviation from specs.

ii) Contractor shall plan for all preventive/ routine maintenance jobs. Contractor maintenance personnel shall be available for attending any breakdown maintenance on On-call basis. If OIL decides to take up any maintenance jobs beyond the scheduled maintenance jobs then requisite Contractor personnel shall attend those jobs. Here decision of the necessity of the person's presence is solely OIL's and Contractor has to abide by that decision. Contractor shall take all appropriate steps to maintain in force & execute the Contract in accordance with the terms of the Contract. All operations and maintenance will be carried out by the Contractor in accordance with policies, work program within the plant in accordance of the provisions of contract and the directions of the Mines Manager, Installation Manager or his authorized representative and in accordance with standard and safe industry practice within the purview of all statutory norms applicable in upstream oil industry

- iii) The Contractor will submit a list of engaged personnel and their deployment pattern including any change in the deployment pattern during the tenure of contract period.
- iv) LABOUR LICENSE: The Contractor, before starting the work shall obtain a license from concerned authorities under the Contract Labour (Abolition and Regulation) Act 1970, and furnish a copy of the same to the Company. Contractor shall also be responsible for its validity and for complying with provisions of all applicable Act, Rules and Regulation in force at the locations of the site. The Contractor, before starting the work shall obtain a license from concerned authorities under the Contract Labour (Abolition and Regulation) Act 1970, and furnish a copy of the same to the Company. Contractor shall also be responsible for its validity and renewal and for complying with provisions of all applicable Act, Rules and Regulation in force at the locations of the site. The Contractor shall not engage labour below 18 (eighteen) years of age under any circumstances. Persons above 60 years age also shall not be deployed. Moreover, the Contractor should obtain and produce in advance before commencement of work, the following certificate / approvals:
 - (a) Total manpower list
 - (b) All certificates as per applicable laws including Mines Acts.
 - (c) Regional Labour certificate, if required.
- v) 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 insurance, housing, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities, termination payment and taxes, if any, payable at no charge to the Company. The Contractor's crew personnel's shall arrange for their meal from their own, OIL shall not be responsible for providing any optional canteen facility.
- vi) The Contractor shall be responsible for maintaining the minimum maintenance team personnel irrespective of their leave, sick, absence, retrenchment etc. The Contractor shall maintain his back up personnel with requisite qualification and experience as per this contract terms ready for replenishment the maintenance team for any of the above or any other unforeseen circumstances.

7.0 CONTRACTOR'S ITEMS:

- i) Contractor shall provide equipment, Tools & tackles and personnel to perform the services under the contract as specified in this document.
- ii) Contractor shall provide equipment and personnel to perform the services under the contract as specified in this document.
- III) Contractor will provide all POL for operation of Contractor's equipment both at work-site and campsite at Contractor's cost.

Obsolete items: The contractor shall have to propose equivalent alternate for OEM make obsolete items, if any, for Company's approval.

8.0 CONDUCTING FIELD & OFFICE WORKS:

- i) The Contractor shall carry out all maintenance jobs mentioned hereunder with due diligence in a safe and workmanlike manner and in accordance with accepted International oilfield practices.
- ii) All the equipment and materials required for execution of the works under this contract shall be in good working condition. The company reserves the right to check the relevant certificates of the equipments, certifying the conditions of the equipment. Contractor shall be solely responsible for the maintenance of the equipments as mentioned.
- iii) Adverse Weather: Contractor, in consultation with company, shall decide when, in the face of impending adverse weather conditions, to institute precautionary measures in order to safeguard the equipment and personnel to the fullest possible extent.

9.0 General HSE points:

- i) It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects or the entire job (namely the person employed by him, the equipment, the environment. etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub-contractors.
- ii) Every person deployed by the contractor in a mine must wear safety gadgets to be provided by contractor. The Contractor shall provide proper Personnel Protective Equipment's as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply the Company (OIL) for providing the same, OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work". All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- iii) The Contractor shall follow the installation specific SOP (Safe Operating Procedure) of the company.
- iv) 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.
- v) Keep up to date SOP and provide a copy of changes to a person designated by the Mine Owner/ Agent/Manager.
- vi) Contractor has to ensure that all is carried out in accordance with Statute 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.

- vii) All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, Initial Medical Examination and 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.
- viii) 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 work persons, Number of work persons deployed, how many work hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
- ix) 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.
- x) It will be entirely the responsibility of the Contractor/his Supervisor/ representative to ensure strict adherence to all measures and statutory rules during operation in OIL's installations and safety to 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.
- xi) 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.
- xii) Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- xiii) The contractor shall have to report all the incident including near miss to Installation Manager/Departmental representative of the concerned department of OIL.
- xiv) 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.
- xv) If the company arranges any safety class/training for the working personnel at Site (company's employee, contractor worker, etc.) the contractor will not have any objection to any such training.
- xvi) The health check-up of contractor's personnel is to be done by the contractor in authorized Health Centre's 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 age and above.
- xvii) To arrange daily tool box meeting and regular site safety meetings and maintain records.

- xviii) Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
- xix) 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 employees act or omissions at work..
- xx) A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- xxi) Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
- xxii) In case Contractor is found non-compliant of HSE laws as required company will have right for the directing the contractor to take action to comply with the requirements and for further non-compliance, the contractor will follow the prevailing element Act/Rules/Regulations.
- xxiii) 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.
- xxiv) The contractor should prevent the frequent change of his contractual employees as must as practicable.
- xxv) The contractor should frame a mutually agreed bridging document between OIL & the contractor will roles and responsibilities clearly defined.
- xxvi) For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Act/Rules/regulations/pertaining to Health, Safety and Environment.

10.0 Execution of Routine/Preventive / Break-down and Schedule maintenance and Corresponding penalties against non-execution of the maintenance jobs:

- i) After initial communication and subsequent acknowledgement of the contractor in regards to maintenance, in case of malfunctioning or under-performing or breakdown of any units of the plant that takes place at any time during the currency of this maintenance contract, the contractor needs to immediately report to OIL.
- ii) The contractor must be able to identify any problems, wear & tear in parts / components etc. of units / equipment etc which if not replaced immediately is likely to cause trouble in the functioning. The contractor shall have to promptly replace such items and follow the clause in regards to items used / replaced. The contractor must eventually be able to avoid breakdown or malfunctioning of any equipment, facilities, and units of plant.

- iii) All maintenance / servicing jobs and schedule / preventive maintenance jobs shall have to be properly documented / recorded and reported to OIL on real time basis. Absence of records & reporting to OIL, contractor's claim on doing the jobs will not hold good. Reports submitted at a later date beyond shall not be accepted.
- iv) The maintenance history of equipments/units shall have to be maintained for each of the equipment/unit by the contractor and such maintenance history/records should be signed by the contractor and submitted to the IM of the installation.
- v) The contractor's performance or the lack of it in doing schedule maintenance jobs shall be determined from reports / records / documents etc. regarding all servicing & maintenance jobs and regarding all used spare parts & consumables used on a particular unit or equipment.
- vi) Should the contractor fail to start any jobs as above in professional manner and with full man-power strength due to any reasons including but not limited to the reason of shortage / lack of spares, consumables and replacements falling under the scope of the contractor to do the purchasing process, the contractor shall be fully responsible and accountable.
- vii) In case of breakdown or malfunctioning or under-performing of any equipment, the contractor needs to immediately report the same to OIL.
- viii) Simultaneously, the contractor must start break-down maintenance jobs for restoring the unit at their cost and/or must replace any such break-down unit(s) within the shortest time avoiding interruption or under-performance of the plant.
- ix) Breakdown maintenance job as above shall be done with professional workmanship with skilled and adequate man-power strength. For that, the contractor shall arrange its maintenance gang. Presence of Key personnel during the maintenance job will be required.

Man power of operator should be competent & sufficient for carrying out such jobs.

- x) Requirement of OEM or their authorized dealers for Annual Maintenance Contracts (AMCs) / Warranties of their respective equipment shall be an issue of the contractor of their own. In case, the contractor decides for bringing OEM or their authorized dealers for any job at the installation the same needs to be endorsed by OIL on immediate basis. The responsibility for the maintenance service shall entirely rest with the contractor in case of any failure to do so. Failure of the same shall not be acceptable. OIL's endorsement will only be for allowing the contractor to employ the OEMs / authorized dealer on their behalf.

Contrarily, if the contractor decides to send any equipment / unit/spare etc. to OEM's workshop for maintenance, same needs to be endorsed by OIL and all expenses for such maintenance/ repair/ replacement shall be borne by the contractor without any expenses to OIL. In such cases standby arrangement shall have to be provided by the contractor without extra charge to OIL. All

necessary arrangements for transferring the same to the workshop for repairing, viz. Lifting, transportation, packing etc. should be provided by the contractor.

Contractors failure to return the unit/equipment to OIL after such repair/rectification within 20 days shall attract Penalty as per clause no. 6.0 of scope of work of the contract. Such rectified unit/equipment shall have to be presented by the contractor to OIL for inspection before placement of the same.

- xi) In case of any maintenance jobs that requires mechanical/electrical/instrumentation assistance, the same will be under the contractor's scope.
- xii) In case of breakdown of any major equipment and requirement of transferring it to the IC workshop or any workshop for repairing, all necessary arrangement viz. Lifting, transportation, packing etc. should be provided by the contractor.

11.0 SERVICES OF OEM:

- i) In case of any major breakdown where the contractor's crew are unable to rectify the defects within 48 hours of occurrence of such breakdown, the contractor is liable to provide the services of OEM to repair/rectify such defects.
- ii) Should the contractor feels the requirement of OEM's services it may do so at any point of time during the tenure of the contract. No additional charges for availing the above services/certification etc. shall be paid by the OIL to the contractor/OEM/authorized dealer.
- iii) Any issues related to OEM/authorized dealer with the contractor shall not be the responsibility of OIL.
- iv) Contractor has to get the NLF system inspected by OEM once a year at any time within the year as per the advise of Installation Manager and submit the OEM certified reports within 7 (seven) days from the date of completion of inspection. The inspection shall be done at Contractor's own cost. No reimbursement to the effect shall be paid by OIL.

12.0 Additional expenses due to fault of the Contractor: In case additional expenses are incurred due to failure of system / process/ equipment / general infrastructure of the plant/ facilities, pipeline network on account of wrong operation / wrong maintenance / wrong handling/ poor workmanship / use of incompetent manpower/ lack of supervision/ lack of co-ordination/ wilful insubordination of Operating instruction by the person or group of persons engaged by the Contractor, the Contractor will bear all such expenses. The Contractor will commence necessary rectification/ modification required to rectify such failures. Company will only physically inspect the spares/ equipment/ unit/ consumables at the time of placement of contract. However, for any spare/ equipment/ unit/ consumables found to be defective during installation/operation/replacement shall be contractor's fault and the same has to rectified by the contractor at his or her own cost.

13.0 Additional expenses on OIL for design modification required at the plant: For any modification in design or addition of new equipment or infrastructure which is

required for some additional requirements felt by OIL during the currency of the "MAINATENANCE" contract, the cost will be borne by OIL, unless otherwise the modification/ addition is required to rectify poor workmanship of the Contractor during operation.

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. The Contractor further undertakes that he/she/they will pay his/her/their workers the increased wages as notified by Govt. of India under the Minimum Wages Act from time to time and such statutory or any other increase in the wages rates of contract labour deployed 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.

14.0 CUSTOMS DUTY:

- i) In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33(CONDITION NO. 48)of the Notification are subject to levy of concessional rate of customs duty @5% (BCD Nil & IGST@5%)subject to conditions specified therein (Condition No.48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.

Similarly, the domestic supply of such goods would attract 5% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No.03/2017.

- ii) Contractor shall provide the list of items to be imported by them under the Contract in the format specified in Proforma-A along with their bid for issuance of Recommendatory Letter to DGH. Contractor shall made written request to Company immediately after shipment of the goods indicated by them in Proforma-A, along with the Invoices and all shipping documents (with clear 15 working days' notice) requesting Company for issuance of the Recommendatory Letter. OIL shall issue the Recommendatory provided all the documents submitted by the Contractor are found in order as per contract. It shall be however, Contractor's responsibility to obtain EC from DGH and clear the goods through customs. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities including DGH arising solely as a result of any default on the part of the Contractor.
- iii) All imports and import clearances under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard.
- iv) However, in the event customs duty becomes leviable during the course of contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on Contractor's items as provided in Proforma-A or the actual whichever is less (for the first time import) and at actuals (for subsequent imports), provided Contractor furnishes

all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of Customs Duty shall be arranged by Company and made available to the representatives of Contractor at Kolkata within 3 working days after Contractor submits the undisputed and clear necessary documents / duty assessment papers at Company's office at Kolkata. Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for Customs Duty payment shall be limited / restricted to the tariff rates as assessed by the Customs on the day of clearance, or as on the last day of the stipulated mobilization period. In case of clearance thereafter, on the CIF value of items in Proforma-A will be frozen and any increase in Customs Duty on account of increase in value on these will be to the Contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing Customs Officer and as a result if any excess Customs Duty becomes payable, it shall be to Contractor's account. Before filing Bill of lading, Bill of entry, the Contractor must consult the Company to avoid payment of excess Customs Duty.

- v) Contractor shall, however, arrange clearance of such items from Customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/charges, port fees, clearing and forwarding agent fees/ charges, inland transport charges etc. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents and necessary help.
- vi) Notwithstanding what is stated above, the bidders should also consider the position in regard to import of goods as specified in list No. 33 of above notification against concessional rate of 5% Customs Duty. OIL is not liable in whatsoever manner, for the rejection of their claims for concessional rate of 5% Customs Duty by any of the authorities including the DGH.
- vii) The bidder while quoting would need to consider the duty drawback as per notification No. 23/2008 dated 01.03.2008 available to them upon re-export of the equipment, if any. The bidder should also note that input tax credit would also be available to them on the IGST paid by them excluding duty drawback and this aspect should also be considered by them while quoting their rates.
- viii) Similarly, such specified goods required for petroleum operations if procured from domestic sources would attract 5% concessional GST (IGST or CGST & SGST/UTGST) as per notification no. 3/2017 dtd. 28.06.2017 against issuance of EC by DGH for which OIL shall issue the recommendatory letter.

Note: The recommendatory letter will be given only for those items which are either consumed during the execution of work or for those equipment/tools which are undertaken to be re-exported by the bidder. The recommendatory letter will not be issued when the bidder imports the equipment/tools on acquisition basis and does not undertake to re-export the same after the completion of the contract.

- ix) Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the PEL/ML areas of Company for which EC has been obtained. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the

consumables imported by them have been consumed in those ML and PEL areas under the contract for which ECs were obtained by them. In order to avoid any misuse of the spares and consumables imported by the Contractor for providing the services under the Contract, Contractor shall furnish an Undertaking similar to that being furnished by Company to Customs of suitable amount before issue of the Recommendatory Letter.

15.0 METHODOLOGY, DATA AND SAFETY:

- i) Contractor is advised to visit the plant before submitting the bids in order to know the nature of process, hazard involved and topography of the plant of OIL at different District.
- ii) All the data /information/description/documents/papers etc. provided by OIL for execution of job shall be treated as confidential. To maintain the secrecy of these documents and information shall lie with the contractor. These documents and information shall not be shared/published in any forum intentionally or unintentionally, failing of which legal action as deemed fit may be initiated by OIL against the contractor.

16.0 SUB-LETTING AND ASSIGNMENT: The contractor shall not without previous consent in writing of the OIL, sub-let, transfer or assign the contract or any part thereof or interest therein benefit or advantages thereof in any manner whatsoever to any other contractor. Any such assignment/subletting shall not absolve the contractor from all or any of this obligation duties and responsibilities, under the contract. In case of subletting without permission, the contract can be terminated forthwith.

17.0 INSURANCE: The contractor shall provide insurance to cover his men, material, machinery and equipment. The OIL shall not be liable to any claim for accident/loss / theft during execution of work or during the transportation / stay.

18.0 IDENTITY CARDS: The Contractor shall arrange to make 'Photo Gate-Passes', 'Vehicle-Passes', etc. for all his personnel, vehicles, etc. for working inside the installation and Township area premises, at his own cost and as per the rules of OIL.

19.0 MODIFICATION/CHANGE REQUEST: If it is felt that a modification is required in contract other than price which is essential for successful completion of contract, OIL reserves the right to place a change request after approval of competent authority of OIL. However, any modification of or addition to the contract shall not be binding unless made in writing and agreed by both the parties.

20.0 End Users Training & Submission of reports:

- i) Contractor shall arrange for a training to be imparted to OIL personnel at Duliajan.
- ii) Necessary training module & training materials / handout required shall be provided by the contractor.
- iii) OIL shall provide the necessary infrastructure for the training at Duliajan.

SECTION - II**SCOPE OF WORK/TERMS OF REFERENCE/TECHNICAL SPECIFICATIONS:**

DESCRIPTION OF SERVICES: Hiring the services for Comprehensive Annual Maintenance of Non-Luminous Enclosed ground Flare system at Makum-OCS for a period of 3(three) years with a provision of extension for another 1(one) year.

Comprehensive Annual Maintenance Contract (CAMC) shall include maintenance services for Non Luminous Flare system of Makum OCS including spares and consumables, tools/tackles as required for regular maintenance/preventative maintenance/breakdown maintenance if any for the following systems during the entire period of the contract and its extension, if any.

1.0 PREAMBLE: This section establishes the scope and schedule for the work to be performed by the Contractor and describes references to the specifications, instructions, standards and other documents including specifications for any materials, tools or equipment which the Contractor shall satisfy or adhere to in the performance of the work.

2.0 INTRODUCTION: Oil India Limited (OIL), a premier Public Sector Undertaking, Govt. of India engaged in exploration, production & transportation of hydrocarbons, is looking for Service Providers/Contractors/Vendors to provide services for Comprehensive Annual Maintenance of Non-Luminous Enclosed ground Flare system at Makum-OCS for a period of 03 (three) years with a provision of extension for another 01 (one) year.

3.0 NON LUMINOUS ENCLOSED GROUND FLARE SYSTEM: The system is used to flare the natural gas produce from the oil wells. The flare system is designed in such manner for smokeless, non-luminous & eco friendly operation.

The flare has nine major components:

- a) Knock out drum-1 (KOD-1)
- b) Knock out drum-2 (KOD-2)
- c) Water seal drum (WSD)
- d) Main line gas train
- e) Valve staging
- f) Pilot lines
- g) Pilot ignition system
- h) Air Compressor
- i) Flare Enclosures

- a) **Knock Out Drum - 1 (KOD-1):** The knock out drum is use to extract the oil content from the natural gas. The oil content from the gas is collected in the KOD-1. For local monitoring of gas pressure & liquid level there is provision for pressure (PG-001) & level (LG-001) gauge. For remote monitoring, high, high high, low & low low alarm of liquid level there is a provision for level (LT-001 / LT-001A one as standby) . KOD-1 consists of pump (P-001A) for automatic liquid level control. Input pressure of gas to KOD-1 should remain less than 250 PSI. If pressure exceeds then PSV-001 or PSV-001A will open and gas will release to old existing flare system of OIL.

Construction is of Carbon Steel. Man hole is provided for internal inspection and cleaning.

- b) Knock Out Drum -2 (KOD-2): KOD-2 is similar as KOD-1. For local monitoring of gas pressure & liquid level there is provision for pressure (PG-002) & level (LG-002) gauge. For remote monitoring, high, high high, low low & low alarm of liquid level there is a provision for level (LT-002 / LT-002A one as standby) & pressure transmitter (PT-003) is also there. KOD-2 consists of one pump (P-002) for automatic liquid level control.

One pressure controlled unit (PCV-001A / PCV-001B one as standby) is used to control the pressure before KOD-2. Input pressure of gas to KOD-2 should remain less than 10 PSI.

If pressure exceeds to 16.5 PSI then PSV-002 or PSV-002A will open and gas will release to old existing flare system of OIL.

Construction is of Carbon Steel. Man hole is provided for internal inspection and repair.

- c) Water seal drum (Anti flash back): After KOD-2, one water seal drum is used to protect the flare from any back fire condition. It filled with water to an extent through this water the gas passes so if in any flame flash back condition occurs the flame has to pass the water, the water put off the flame before travelling back. It is equipped with level gauge (LG-003) for local monitoring & level transmitter (LT-003 / LT-003A one as standby) transmitting water level signal for low, low low, high & high high alarm & remote monitoring. There is one pump (P-003) to feed the water interlocked with level transmitter.
- d) Main line gas train: Flare system consists of one gas train for the safe operation of flare system consists of one pressure transmitter (PT-001) at KOD-1 whose healthy signal (set points) will run the flare system and high high & high signal will open SDV-05A/5B, one pressure transmitter (PT-003) at KOD-2 inlet to maintain the pressure between 0-10 PSI & one pressure transmitter (PT-002) after WSD to check the pressure of natural gas for flaring. One flow transmitter to monitor the flow of gas, one RTD with temperature transmitter to check the flame flash back signal, and shut down valves to open & close gas line accordingly to pressure (PT-001).
- e) Valves staging: There are 4 staging valves to feed the natural gas to enclosure. Stage-1,2,3,4 (SDV-001,SDV-002,SDV-003,SDV-004) will open / close as per the main gas line inlet pressure (PT-001) signal.

If inlet pressure is 1 PSI, SDV-001 will open.

If inlet pressure is 2 PSI, SDV-002 will open.

If inlet pressure is 3 PSI, SDV-003 will open.

If inlet pressure is 5 PSI, SDV-004 will open.

- f) Pilot Line: Pilot line with flare system provides the pilot flame to the main burner ignition. There is one pressure transmitter (PT-3001) to check the pilot gas pressure. The safe operation of the pilot burner guaranteed by sudden shut off one

sol. Valve, pilot thermocouple for monitoring the pilot flame temperature and one flame arrestor for preventing any flash back. There are six pilot burners which shall be ON / OFF as per the main gas line inlet pressure (PT-001).

- g) Pilot Ignition System: For igniting the pilot burner one auto ignition system equipped with the each pilot burner. There are six burners. Each consists of one spark electrode on pilot burner and one high voltage HT transformer. The transformer connected to the spark electrode with high tension silicon cables.
- h) Air Compressor: Two compressors are provided (one as standby) with the non-luminous flare to supply compressed air to actuate the shutdown valves and pressure control valves.
- i) Flare enclosures: Flare enclosure is for combustion of natural gas in safe way & for non luminous, smokeless flare system. There are three flare enclosures which are insulated with ceramic fiber lining inside. Stage-1 & 2(SDV-001 & SDV-002) is connected to enclosure-3. Stage-3 (SDV-003) is connected to enclosure-1. Stage-4 (SDV-004) is connected to enclosure-2. It has provisions for mounting of pilot burner, main burner, thermocouples (TE-002A, TE-002B, TE-003A, TE-003B), pilot flame sensors (TE-3001, TE-3002, TE-3003, TE-3004) and main flame sensors (BE-001A, BE-001B, BE-001C).

4.0 PROCESS DESCRIPTION:

- First gas enters to KOD-1. KOD-1 extracts and collects the oil content from the natural gas. During running of the flare system, if KOD-1 level reaches High set point (350mm) then pumps P-001A will be started. After running the pump If KOD-1 level reaches High High set point (400MM) then flares system will be off and bypass valves SDV-005A/B will open immediate while the pump remain running and at low level (200MM) the pump P-001A will be stopped. If due to any reason KOD-1 level goes down upto low low level(100MM) alarm will on for operator.
- Input pressure of gas to KOD-1 should remain less than 250 PSI. If pressure exceeds then PSV-001 or PSV-001A will open and gas will direct to old existing flare system of OIL.
- One pressure controlled unit (PCV-001A / PCV-001B one as standby) is used to control the pressure before KOD-2. Input pressure of gas to KOD-2 should remain less than 10 PSI. If pressure exceeds to 16.5 PSI then PSV-002 or PSV-002A will open and gas will release to old existing flare system.
- After PCV, gas will enter into KOD-2. If KOD-2 level reaches High set point (350MM) then pump P-002 will be started. If KOD-2 level reaches High High set point (400MM), the flare system will be off and bypass valves SDV-005A/B will open immediately. If KOD-2 level reaches Low level (200MM) then P-002 will be stopped. If due to any reason KOD-2 level goes down upto low low level(100MM) alarm will on for operator.
- After KOD-2 gas will enter to WSD. if WSD level reaches Low set point (100MM) then pump P-003 will be started. If WSD level reaches High level (150mm) then P-

003 will be stopped. If due to any reason level increases up to 300MM alarm will on for operator and if decreases upto 50MM then also alarm will on for operator.

- Pilot gas healthy signal (PT-3001 = 1 Bar), compressed air pressure healthy (PS=6kg) and natural gas pressure (PT-001 is 1 PSI) healthy then pilot solenoid valve (S-3001 & S-3002) with ignition gets activated (Pilot-1 or Pilot-2 activated). If any one of the Pilot-1 or pilot-2 flame ON gets healthy & inlet gas pressure (PT-001) is healthy then the stage-1 shutdown valve (SDV-001) will open. Main flame-1 ON signal will hold the SDV-001 open.
- After SDV-001 open status healthy and main gas line inlet pressure (PT-001) increases up to 2PSI the stage-2 shutdown valve (SDV-002) will open and remain open.
- If main gas line inlet pressure (PT-001) still increases up to 3 PSI, then pilot solenoid valve (S-3003 & S-3004) with ignition gets activated (Pilot-3 or Pilot-4 activated). If Pilot-3 flame ON gets healthy then stage-3 shutdown valve (SDV-003) will open. Main flame-2 ON signal will hold the SDV-003 open. Stage-3 shutdown valve SDV-003 will remain open until inlet pressure (PT-001) decreases up to 2PSI.
- If the main gas line inlet pressure (PT-001) still increases up to 5 PSI, then pilot solenoid valve (S-3005 & S-3006) with ignition gets activated (Pilot-5 or Pilot-6 activated). If Pilot-4 flame ON gets healthy then stage-4 shutdown valve (SDV-004) will open. Main flame-3 ON signal will hold the SDV-004 open. Stage-4 shutdown valve SDV-004 will remain open until inlet pressure (PT-001) decreases up to 4PSI.
- During the running process if the main gas line inlet pressure (PT-001) increases above 9PSI , immediately the bypass shutdown valve SDV-005B will open for flaring the gas at existing earth flare system and if the inlet pressure still increases above 12PSI the 2nd bypass shutdown valve SDV-005A immediately open for flaring the gas at existing earth flare system and when the inlet pressure (PT-001) comes down below 10PSI the SDV-005A will close and at the pressure below 7PSI the SDV-005B will close again.
- The system has an ultrasonic flow meter to measure the main gas line flow rate and provide the flow signal to PLC for monitoring the flow at HMI.
- The flare gas composition must be continuously analyzed & monitored by using the gas analyzer. The system has a Portable gas analyzer to check the flue composition (CO₂, CO, SO_x, NO_x, Hydrocarbon & excess air).
- The system has temperature sensor (RTD) mounted on the main gas line upstream to staging skid to sense any flame flash back and provide the signal to PLC to raise the alarm for operator.□
- In case of power/air failure by-pass valves shall be opened and staging valves shall be closed.

5.0 SCOPE OF WORK:

- i) Visits:
 - a. For Preventative Maintenance- 2 visits per year (Period of visit: 6 monthly)
 - b. For Emergency Breakdown Maintenance- 2 visits per year. (As and when required).
- ii) Spare: Supply of spare/ consumables is in contractor's scope. (For list of spares/ consumables refer enclosed SCHEDULE OF QUANTITIES, SOQ)

5.1 Instrumentation part of Non Luminous Enclosed Ground Flare System at Makum OCS: The contractor has to carryout Preventive Maintenance and Breakdown maintenance required for all the associated instruments of the following Equipment:

- a. 03 nos. of Flare Enclosures including Pilot burner Skids, flame detector, temperature sensor etc
 - b. Knock out drums-2 nos
 - c. Water Seal Drum- 1 no
 - d. Ultrasonic flowmeter 1no
 - e. 5 KVA UPS with battery bank
 - f. Control panel -Main& remote(2nos)
 - g. Air compressor-2nos.
- A. Preventive maintenance: Following are the minimum activities to be taken up during Preventive maintenance visit:
- i) Checking of Voltage levels of the various power supply units inside the Main Control Panel and Remote Control Panel to ensure within acceptable limits.
 - ii) Checking of health of UPS and associated Battery bank.
 - iii) Checking for recent lists of various errors/warnings that may be generated in the system/from field side and their rectification.
 - iv) Checking of LED indications on various electronic modules inside the Control panels and carry out rectification job if required.
 - v) Checking of all field Instruments and yearly calibration as well as checking of normal functioning of panel inside equipment like PLC,I/O cards, Relays, MCBs etc.
 - vi) All other periodic tasks for satisfactory/trouble free system function.
 - vii) To attend to any other fault/problem which may arise in Non luminous flare system other than mentioned above.
 - viii) Checking of proper functioning of all SDV's along with the pneumatic actuators.
 - ix) Checking of connectivity and healthiness of entire communication ring comprising of PLC and various AI/AO/DI/DO cards as well as other Electronic modules inside Main Control Panel and Local Control Panel.
 - x) Checking of configured program and carry out required rectification/modification.

- xi) Checking of cable connectivity(power and signal)to/from all field instruments to Control Panel and sorting out of any communication related issues from field side to panel side & vice versa.
- xii) Any modification of existing graphics & creation of new graphics will have to be carried out during the visit as per M/S OIL's requirement.
- xiii) Phone assistance to be provided as & when required by M/S OIL for solving or rectifying any issue related to the Non Luminous Flare system.

5.2 Preventive maintenance (Electrical Equipment): Following are the minimum activities to be taken up during Preventive maintenance visit:

- i) Checking of Earthing system and to provide earth resistance measurement 2 times in a year.
- ii) Checking of healthiness of the Electrical motors and Panels.

5.3 Preventive maintenance (Mechanical Equipment): The contractor has to carry out Preventive/Periodic Maintenance and Breakdown maintenance as per recommendations and guidelines of the respective equipment OEMs, for the following mechanical equipments but not limited to:

- i) Electric motor driven reciprocating air compressor, Qty: 02 nos.

Air Compressor Make : ELGI Equipments Limited

Air Compressor Model: TS03 120 HN,

T/B Fab No. BOET230785, BOET230792

Preventive/ Periodic maintenance to be carried out as per recommendations of the compressor OEM or as per the following minimum activities:

Frequency	Maintenance required
Every 500 hrs. or 01 month	<ul style="list-style-type: none"> a) change oil b) Check breather valve c) Tighten all the wires d) Clean the air filter element
Every 1000 hrs or 03 months	<ul style="list-style-type: none"> a) Inspect valves b) check packings c) Check NRV d) Change filter element e) Change breather valve f) Check pressure rating g) Check fasteners
Every 2500 hours or 01 year	<ul style="list-style-type: none"> a) Annual preventive maintenance with the tune up kit

	b) Clean coolers
Every 2 years	a) Clean and test air receiver b) Change safety valves
Every 7500 hours or 03 years	a) Overhaul the compressor

- ii) Electric Motor driven progressive cavity pump, Qty: 02 nos.

Pump Make : Chandra Helicon Pumps (Pvt.) Ltd.

Pump Model: CH66M,

Pump Sl. No. 16-138, 16-139

Preventive/Periodic maintenance to be carried out as per recommendations of the pump OEM, in addition to the following activities:

- a. External Checking of the rotating parts including couplings, belt drives, and necessary repairing work (if reqd.)
- b. Checking and repairing/ replacements (if, reqd.) of packings/seals.
- c. Lubrication/ greasing as per pump OEM recommendation
- d. Checking and repairing of leakages (if any).

- iii) Electric motor driven Centrifugal Pumpset:

Pump Make : KSB Pumps Ltd.

Pump Model: MCPK050-032-125EE NP

Pump Sl. No. 9972967860/0100/03

Preventive/periodic maintenance to be carried out as per recommendations of the pump OEM, in addition to the following activities:

- a. External Checking of the rotating parts including couplings and necessary repairing work (if reqd.)
- b. Checking and repairing/ replacements (if, reqd.) of packings/seals
- c. Lubrication/ greasing as per pump OEM recommendation
- d. Checking and repairing of leakages (if any).

- iv) Electrical motor driven submersible pumps.

Pump Make : CRI

Discharge - 0-0.9 LPS

Preventive/ periodic maintenance to be carried out as per recommendations of the pump OEM.

5.4 Breakdown Maintenance: During the unwanted / unplanned shutdown of the plant, contractor is required to visit the site for urgent rectification of the

problem. Under such cases competent service engineer has to visit the site within maximum 48 (Forty-eight) hours of the breakdown report intimated by M/s OIL on on-call basis. Duration of stay of the service engineer will depend on the actual job requirement.

6.0 Imposition of Penalty: If the contractor fails to execute job as per SOW/TOR of the contract i.e. fails to report to and execute work against any periodic and breakdown maintenance visit as applicable, then for the period of shutdown, penalty will be imposed as detailed below:

- i) An amount of 3% of breakdown maintenance charge per unit per day of delay will be deducted after expiry of 48 hours of breakdown maintenance call upto a maximum of 15% of breakdown maintenance per unit charge. In no case non-attendance to breakdown call shall be allowed beyond 7 (seven) days from the date of intimation of breakdown maintenance call under normal circumstances. For further delay beyond 7th day a penalty of 3 times the stated penalty charge (i.e. 3*3% of breakdown maintenance charge per unit per day) shall be levied upto a period of 14 days, beyond which action shall be initiated as per T&C of the contract which may lead to termination of the contract.
- ii) An amount of Rs. 10,000 (lum sum) per week of delay against periodic maintenance per unit will be deducted upto a maximum of Rs. 30,000. In no case non-attendance to periodic maintenance call shall be allowed beyond 3 (Three) weeks from the date of intimation of periodic maintenance call under normal circumstances. For further delay a penalty of 3 times the stated penalty charge (i.e. 3* Rs.10,000) against periodic maintenance per unit shall be levied upto a period of maximum 5 (five) weeks, beyond which action shall be initiated as per T&C of the contract which may lead to termination of the contract.

Note: The first periodic maintenance will commence with immediate effect from placement (mobilization) of contract and shall attract LD for delay in mobilization as per provision in the contract.

- iii) Contractor's failure to return/ replace the unit/equipment/spare to OIL after repair/rectification within 20 days as per clause no. 10.0 of SCC of the contract, shall attract Penalty of lum sum Rs. 5,000 per day of delay until complied applicable w.e.f 21st day till return.
- iv) Failure to get the NLF system inspected by OEM once in a year as per clause no. 11.0 of SCC of the contract beyond the allowable time period shall attract a penalty of lum sum of Rs. 15,000 per occasion.

LIST OF ELECTRICAL MANDATORY EQUIPMENT/SPARES

Sl no.	Component	Model	Make	Rating	Specification	QTY
1	Auxiliary contact Block	LADN40	Schneider Electric			3
2	Contactor	LC1DO9	Schneider Electric	230VAC		6
3	RCCB Four Pole		Havells	40A,30mA		3
4	RCCB Four Pole		Standard	40A,30mA		3
5	Motor-protective circuit-breaker	PKZMO1-10		6-10A	Recommended model No. GV2ME14(Schneider make)	3
6	Relay		Omron	24 V DC	8-channel relay card	3
7	Digital Panel Meter		L&T		VOLT-AMP-FREQUENCY METER	3
8	Current Transformer		KAPPA	30/5A,		3
9	MCB	XC60, C10A	Schneider		10A, DP	3

LIST OF INSTRUMENTATION MANDATORY EQUIPMENT/SPARES

Sl. No.	Item no.	Item Description	Rating/Size/Model	Brand	Qty
1	PT-001	Pressure Transmitter	0-300PSI	YOKOGAWA	1
2	LT-001, 1A	Level Transmitter	0-1000MMWC	YOKOGAWA	1
3	SDV-001	Shut Down Valve	4"NB, 150#	ROTEX	1
	ACCESSORIES	a)Actuator	.....	ROTEX	
		b)Limit Switch Box	.....	ROTEX	
		c)Sol.Valve	.....	ROTEX	
4		Needle valve	1/2 " SCRD	PECO	1
5	SDV-005A	Shut Down Valve	6"NB, 150#	.....	1
	ACCESSORIES	a)Actuator	.....	ROTEX	
		b)Limit Switch Box	.....	ROTEX	
		c)Sol.Valve	.....	ROTEX	
6	LT-002,2A	Level Transmitter	0-1000 MMWC	YOKOGAWA	1
7	PT-002	Pressure Transmitter	0-15 PSI	YOKOGAWA	1
8	PSL-2001	Pressure Switch	0.7-7 BAR	SWITZER	1
9	TE3003	Pilot T/C	K-TYPE	GIC	1
10	BIC001B	Flame Relay	230 VAC	HONEYWELL	1
11	BE-001B	Main Flame Sensor	.....	HONEYWELL	1
12	IT3005, IT3006	Igniter	230 VAC	DENDFOS	1
13	SISO-01,02	Signal Isolator	24 VDC	P&F	1
14	-----	Terminal Block for Digital Input/Output	1794-TB32	ALLEN BRADLEY	1
15	-----	Terminal Block for Analog Input	1794-TB3	ALLEN BRADLEY	1
16	-----	Terminal Block for Digital Output	1769-TB2	ALLEN BRADLEY	1
17	-----	Terminal Block For Analog Input	1769-TB3G	ALLEN BRADLEY	1
18	SPD	Surge Protector Device	230 VAC	JMV	1
19	SMPS	Switch Mode Power Supply	IN-230 AC, OUT-24 VDC. Rating-25A	MEANWELL	1
20	TIC-3001,3002,3003,3004	Pilot Temperature Indicator Controller	230 VAC, 50 HZ	HONEYWELL	1

List of Instrumentation Mandatory equipment/spares

Sl. No.	ITEM	MAKE	MODEL NO.	DESCRIPTION	QTY
1	5 VDC POWER SUPPLY	ALLEN BRADLEY	1769-PA2	INPUT 230 VAC, 50 HZ OUTPUT 5VDC	1
2	24 VDC POWER SUPPLY	ALLEN BRADLEY	1794-PS3	INPUT 230 VAC, 50 HZ OUTPUT 24VDC	1
3	PLC PROCESSOR CPU-1 & CPU-2	ALLEN BRADLEY	1769-L30ER	POWER SUPPLY 24VDC MEMORY 1 MB BUILT IN PORTS -2 ETHERNET/IP, 1 USB CONTROLLER REDUNDANCY-YES DIGITAL INPUTS-16 NOS DIGITAL OUTPUT-16 NOS	1
4	FLEX I/O DUAL Port Ethernet/IP Adapter	ALLEN BRADLEY	1794-AENTR	POWER SUPPLY 24VDC MODULE CAPACITY- 8 NOS. MAX BUILT IN PORTS-2 ETHERNET/IP FLEX BUS CONECTOR- MALE	1
5	Ring Supervisor	ALLEN BRADLEY	1783-ETAP	ETHERNET TAP-3 NOS CONNECTIONS	1
6	DI-Module DI-32	ALLEN BRADLEY	1794-IB32 & 1794-TB32	NO. OF INPUTS-32 INPUT TYPE -SINKING INPUT VOLTAGE-24 VDC POWER DISSIPATION -6W MAX. FLEX BUS CONNECTOR-MALE & FEMALE MODULE LOCATION 1794-TB32	1
7	DO-MODULE DO-32	ALLEN BRADLEY	1794-OB32P & 1794-TB32	NO OF OUTPUTS-32 OUTPUT TYPE-SOURCING POWER DISSIPATION -5.3 W MAX. FLEX BUS CONNECTOR -MALE & FEMALE MODULE LOCATION 1794-TB 32	1
8	DO-MODULE DO-8	ALLEN BRADLEY	1794-OB8 & 1794-TB2	NO OF OUTPUTS-8 OUTPUT TYPE-SOURCING POWER DISSIPATION -5.3 W MAX. FLEX BUS CONNECTOR -MALE & FEMALE MODULE LOCATION 1794-TB 2	1
9	AI MODULE AI-12	ALLEN BRADLEY	1794-IE12 & 1794-TB3G	NO OF INPUTS-12 INPUT TYPE-4-20 ma FLEX BUS CONNECTOR-MALE & FEMALE MODULE LOCATION-1794-TB3G	1
10	AI MODULE AI-8	ALLEN BRADLEY	1794-IE8 & 1794-TB3	NO OF INPUTS-8 INPUT TYPE-4-20 ma FLEX BUS CONNECTOR-MALE & FEMALE MODULE LOCATION-1794-TB3	1
11	AO-MODULE AO-4	ALLEN BRADLEY	1794-OE4 & 1794-TB3	NO OF OUTPUTS-4 INPUT TYPE- 4-20 ma FLEX BUS CONNECTOR- MALE & FEMALE MODULE LOCATION-1794-TB3	1
12	STRATIX 2000 ETHERNET SWITCH	ALLEN BRADLEY	1783-US5T	POWER SUPPLY- 24 VDC NO OF ETHERNET/IP PORTS-5 POWER CONSUMPTION-7.1W MAX. CONNECTING MODE-FULL DUPLEX	1
13	HMI,PANEL VIEW PLUS1000	ALLEN BRADLEY	PANEL VIEW PLUS1000	HMI	1

List of Mechanical Mandatory equipment/spares

Sl. No	Tag No.	Item Description	Make	Qty	Specifications	Capacity	MOC	Dimension
1	KOD-01	Knock Out Drum-1	CRA	1	Design Pressure - 3.5 Bar	Flow - 12500SM3/HR, Liquid Handling cap -90KL/DAY	IS20 62	Length - 3650 mm OD - 1198 mm
					Operating Pressure - 3-10 PSI			
2	KOD-02	Knock Out Drum-2	CRA	1	Design Pressure - 30 Bar	Flow - 12500SM3/HR, Liquid Handling cap -90KL/DAY	IS20 62	Length - 4200 mm OD - 1395 mm
					Operating Pressure - 5-300 PSI			
3	WSD	Water Seal Drum	CRA	1	Design Pressure - 3.5 Bar	Flow - 12500SM3/HR, Capacity 10600 Litre	IS20 62	Height - 5455 mm OD - 1598 mm
					Operating Pressure - 0-10 PSI			
4	-	Flare Enclosure-1	CRA	1	Design temp. - 1400 Deg.C	-	IS20 62	Height - 14105 mm
					Operating temp. - 1200 Deg.C			OD - 3005 mm ID - 2690
5	-	Flare Enclosure-2	CRA	1	Design temp. - 1400 Deg.C	-	IS20 62	Height - 14105 mm
					Operating temp. - 1200 Deg.C			OD - 3005 mm ID - 2690
6	-	Flare Enclosure-3	CRA	1	Design temp. - 1400 Deg.C	-	IS20 62	Height - 12070 mm
					Operating temp. - 1200 Deg.C			OD - 3005 mm ID - 4734
7	PSV-001	Pressure Safety Valve	TYCO SANM AR	1	1.5"NB, 150#	Inlet-300#, Outlet-150#	CS	-
						Relief set pressure-250 PSI		
8	PSV-001A	Pressure Safety Valve	TYCO SANM AR	1	1.5"NB, 150#	Inlet-300#, Outlet-150#	CS	-
						Relief set pressure-225 PSI		
9	PSV-002	Pressure Safety Valve	TYCO SANM AR	1	4"NB, 150#	Inlet-150#, Outlet-150#	CS	-
						Relief set pressure-15 PSI		

ANNEXURE-III

10	PSV-002A	Pressure Safety Valve	TYCO SANMAR	1	4"NB, 150#	Inlet-150#, Outlet-150#	CS	-
						Relief set pressure-16.5 PSI		
11	PRV-3001	Pilot Gas Pressure Regulating Valve	FISHER	1	End connection - 150 RF Pipe size - 2"	Inlet pressure - 3.5 Bar	WCB	-
						Outlet pressure - 0.5 - 2 Bar		
12	PILOT-1,2,3,4, 5 &6	Pilot Burner	CRA	6	process End connection - 1/2" BSPM,	Capacity-2-3 m3/hr	SS310	
					Ignition - electronic spark			
13	P-001A & P-002	Liquid Drain out pump (List of Spares: Note to Annexure-III)	HELICON	2	Discharge Pressure - 6kg/cm2 Suction/Delivery size - 100 x 100	Capacity - 20 m3/hr	CI, SS410	-
					mm			
14	P-001B	Liquid Drain out pump (List of Spares: Note to Annexure-III)	KSB	1	Discharge Pressure - 1.96 Bar	Capacity - 19.99 m3/hr	CS	-
15	NA	FLARE TIP			Additional Items recommended			

Note to Sl no. 13 and 14 (List of spares):

Sl no.	Description	Qty	UOM
1	Rotor	2	Nos.
2	Stator	8	Nos.
4	Coupling rod	2	Nos.
5	o ring set	12	Nos.
6	Pin	12	Nos.
7	Boot seal	12	Nos.
8	Circlip	12	Nos.
9	Shaft	1	Nos.

Sl. No.	Description	Part No.	MOC	Qty./ Pump
1	SHAFT	210	A 276 TYPE 410	1
2	IMPELLER	230	WCB	1
3	BALL BEARING	321	STD	2
4	CASING WEAR RING	502.1/.2	A 743 GR. CF8M	2
5	IMPELLER WEAR RING	503	A 743 GR. CF8M	2
6	SHAFT PROTECTION SLEEVE	524	A 276 TYPE 410	2
7	GLAND PACKING SET (1 SET= 4 NOS)	461	GRAPHITE	4
8	IMPELLER NUT	922	A 743 GR. CF8M	1

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

SUB: SAFETY MEASURES

Description of service: Hiring the services of Comprehensive Annual Maintenance of Non-Luminous Enclosed ground Flare system at Makum-OCS for a period of 03 (three) years with a provision of extension for another 01 (one) year.

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. "Work Permit" shall be obtained from the concerned Section Engineer of the section before starting of the work and will be renewed from time to time as required. 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. Any other safety measures that might require to be adopted during the work will be intimated and shall be strictly followed by the contractor.

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

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

5. The Contractor shall follow the installation specific SOP (Safe Operating Procedure) of the company.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.

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

25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.

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

(Seal)

Yours Faithfully

Date_____

M/s_____

FOR & ON BEHALF OF CONTRACTOR

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **Hiring the services of Comprehensive Annual Maintenance of Non-Luminous Enclosed ground Flare system at Makum-OCS for a period of 03 (three) years with a provision of extension for another 01 (one) year.** The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 - Commitments of the Principal

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

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

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section: 2 - Commitments of the Bidder/Contractor

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

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

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

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

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

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

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

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

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

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

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

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit/Performance Bank Guarantee.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder/Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

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

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

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

Section: 8 - External Independent Monitor/Monitors

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

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

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder/contractor to present its case before making its recommendations to the Principal.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the

'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

Section: 9 - Pact Duration

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

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

Section: 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

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

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

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

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Place.

Date .

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. :

<p style="text-align: center;">OIL INDIA LIMITED (A Government of India Enterprise) Duliajan, Assam</p>
--

<p><u>DESCRIPTION OF WORK/SERVICE:</u> Hiring the services of Comprehensive Annual Maintenance of Non-Luminous Enclosed ground Flare system at Makum-OCS for a period of 03 (three) years with a provision of extension for another 01 (one) year.</p>

PRICE BID FORMAT: E-TENDER No. CDO3082P20

	<u>NAME OF BIDDER</u>
--	------------------------------

Bidder's GST No.	
-------------------------	--

		SAC/HSN Code
--	--	---------------------

<p><u>Select the benefit sought under the Policy</u> <u>(Use Drop Down List)</u></p>	
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[illegible]

	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 Public Procurement Policy for MSEs – Order 2012.	
7. Refer to GCC for detail of GST.	
8. Refer to SOQ & SCC for Item detail Description.	
9. Mobilisation Period: 30 (thirty) days from date of issue of LOA.	

BID FORM

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

Sub: IFB No. CDO3082P20

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 original date of Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2019.

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. CDO3082P20

I/We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB No. **CDO3082P20** for **Hiring the services of Comprehensive Annual Maintenance of Non-Luminous Enclosed ground Flare system at Makum-OCS for a period of 03 (three) years with a provision of extension for another 01 (one) year.**

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. CDO3082P20

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.
CDO3082P20 for **Hiring the services of Comprehensive Annual Maintenance of**
Non-Luminous Enclosed ground Flare system at Makum-OCS for a period of
03 (three) years with a provision of extension for another 01 (one) year for any
commercial/Legal purpose etc.

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

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____

NOTE: This letter of authority shall be on printed letter head of the bidder, and
shall be signed by a person competent and having the power of attorney (Power of
attorney shall be annexed) to bind such Bidder.

FORM OF BID SECURITY (BANK GUARANTEE FORMAT)

To
M/s OIL INDIA LIMITED,
CONTRACTS DEPARTMENT,
DULIAJAN, ASSAM, INDIA, PIN-786602

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

SEALED with the said Bank this ____ day of _____ 20_____

THE CONDITIONS of these obligations are:

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

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

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

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

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

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

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 Tender 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.

**[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, INDIA, PIN-786602**

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

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

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

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed there under 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:

Contd.... P/2

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date: _____

Place: _____

Note:

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 10% of annualized Contract value) with validity of 90 (Ninety) days beyond the defect liability 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.
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.:

E-TENDER NO. CDO3082P20

- (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. CDO3082P20

**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 EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,

For (type name of the firm here)

Signature of 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)**

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

**Ref : Note 'b.' under Clause 1.1 Financial Criteria of BEC/BRC of
Tender No. CDO3082P20**

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

TECHNICAL EVALUATION SHEET FOR BEC
E-TENDER NO. CDO3082P20

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	1.0	<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.			
<u>1.1 FINANCIAL CRITERIA</u>					
2	1.1.1	Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least Rs. 11,44,600.00 (Rupees Eleven Lakh Forty Four Thousand and Six Hundred only).			
3	1.1.2	Net worth of the bidder must be Positive for the preceding financial/accounting year. Note: The Net worth to be considered against Clause 1.1.2 above, should be read in conjunction with the definition of Net worth as mentioned in			

TECHNICAL EVALUATION SHEET FOR BEC
E-TENDER NO. CDO3082P20

		Section 2 (57) of The Companies Act, 2013.			
4	Note to BEC Clause 1.1 above	<p>a. For proof of Annual Turnover & Net worth (refer clauses 1.1.1 & 1.1.2), any one of the following documents/photocopies must be submitted along with the bid:</p> <p style="padding-left: 40px;">(i) Audited Balance Sheet along with Profit & Loss account.</p> <p style="text-align: center;">OR</p> <p style="padding-left: 40px;">(ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in Annexure-X.</p> <p>b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per Proforma-X.</p> <p>c. In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p> <p>d. In case the bidder is a Government Department, they are exempted</p>			

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		<p>from submission of document mentioned under para a. and b. above.</p> <p>e. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth, as mentioned in Para 1.1.1 & 1.1.2.</p>			
1.2 TECHNICAL CRITERIA					
5	1.2	<p>The bidder must have experience in successfully executing/completing at least 01 (One) SIMILAR work of minimum value of Rs. 19,07,700.00 (Rupees Nineteen Lakh Seven Thousand and Seven Hundred only) under single Contract in previous 07 (seven) years to be reckoned from the original bid closing date in Central Govt./State Govt./Public Sector Undertaking/State Govt. Enterprise/any E&P Company/Downstream Oil & Gas Company.</p>			
6	Note to BEC clause 1.2 above	<p>a. "Similar Work" mentioned in Para 1.2 above means: "Experience of installation & commissioning or maintenance of Oil or Gas Flaring System".</p> <p>b. For proof of requisite Experience (refer Clause No. 1.2), the following documents/ photocopy (self-attested/attested) must be submitted along with the bid:</p> <p>I. <u>In case work experience is against OIL's Contract:</u> Bidder must submit Job Completion Certificate issued by the company indicating the following:</p> <p style="margin-left: 40px;">A. Work order no./Contract no. B. Gross value/quantity of job done C. Period of Service D. Nature of Service</p> <p>II. <u>In case work experience is not against OIL's Contract:</u> Bidder must submit the following:</p>			

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		<p>A. Contract document showing details of work, AND</p> <p>B. Job Completion Certificate showing: (i) Gross value/quantity of job done (ii) Nature of job done and Work order no./Contract no. (iii) Contract period and date of completion OR</p> <p>C. SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following: (i) Work order no./Contract no. (ii) Gross value/quantity of jobs done (iii) Period of Service (iv) Nature of Service</p> <p>c. Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) are not acceptable as evidence.</p> <p>d. Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause Nos. 1.2 will only be treated as acceptable experience.</p> <p>e. Following work experience will also be taken into consideration:</p> <p>(i) If the prospective bidder has executed contract in which similar work is also a component of the contract.</p> <p>(ii) In case the start date of the requisite experience is beyond the prescribed 07(seven) years reckoned from the original bid closing date but completion is within the prescribed 07(seven) years reckoned from the original bid closing date.</p> <p>(iii) If the prospective bidder is executing similar work which is still running and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.</p>			
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		<p>Proof of work experience against Para e. (i) and (ii) above, to satisfy a) similar work b) minimum prescribed value/qty c) prescribed period of 07 years, to be submitted as below:</p> <p>I. <u>In case requisite experience is against OIL's Contract:</u> Bidder must submit the breakup of similar work and its value/quantity mentioning SES No. and copies of all relevant SES.</p> <p>II. <u>In case requisite experience is not against OIL's Contract:</u> Bidder must submit the breakup of similar work and its value/quantity executed within the prescribed period of 07 (seven) years reckoned from the original bid closing date. The breakup must be certified by the end user or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).</p> <p>Proof of work experience against Para e. (iii) above, to satisfy a) similar work b) minimum prescribed value/qty c) prescribed period of 07 years, to be submitted as below:</p> <p>I. <u>In case requisite experience is against OIL's Contract:</u> Bidder must submit the following:</p> <p style="padding-left: 40px;">A. Breakup of similar work</p> <p style="padding-left: 40px;">B. SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:</p> <p style="padding-left: 80px;">(i) Work order no./Contract no.</p> <p style="padding-left: 80px;">(ii) Gross value/quantity of job done</p> <p style="padding-left: 80px;">(iii) Period of Service</p> <p style="padding-left: 80px;">(iv) Nature of Service</p> <p>II. <u>In case requisite experience is not against OIL's Contract:</u></p>			
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		<p>Bidder must submit the following:</p> <p>A. Breakup of similar work</p> <p>B. Contract document showing details of work.</p> <p>C. LOA/LOI/Work order showing:</p> <p>(i) Gross value/quantity of job awarded</p> <p>(ii) Nature of job awarded</p> <p>(iii) Contract no./Work order no.</p> <p>(iv) Contract period</p> <p>D. Certificate of Payment (COP)/SES (Service Entry Sheet) up to the previous month of the original bid closing date of this tender issued by the company indicating the following:</p> <p>(i) Work order no./Contract no.</p> <p>(ii) Gross value/quantity of job done</p> <p>(iii) Period of Work done</p> <p>(iv) Nature of Service</p> <p>f. In case of similar work executed through ‘sub-contracting’, the bidder shall submit relevant documents as mentioned under para ‘b’ and/or ‘e’ above, issued directly by the client organization/end user, along with confirmation towards consent of the client organization/end user for allowing ‘sub-contracting’.</p> <p>g. SIMILAR work executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.</p> <p>h. Bids submitted for part of the work will be rejected. Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Para 1.2.</p>			
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7	1.3	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.			
8	1.4	Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.			
9	1.5	If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.			
10	1.6	The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.			
11	1.7	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.			
12	1.8	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.			
13	1.9	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.			
14	1.10	<u>PURCHASE PREFERENCE CLAUSE:</u> Purchase Preference to Micro and Small Enterprises registered with District Industry Centers or Khadi			

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		<p>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:</p> <p>1.10.1 In case participating MSEs Quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.</p> <p>1.10.2 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.</p> <p>1.10.3 <u>Documentation required to be submitted by MSEs:</u> Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises(MSE) 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. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.</p>			
15	1.11	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).			
16	1.12	<p>OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.</p> <p>However, in case any unregistered bidder is submitting their bid,</p>			

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		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.			
17	1.13	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.			
18	1.14	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.			
19	1.15	Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.			
2.0 BID REJECTION CRITERIA (BRC):					
20	2.1	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.			
21	2.2	The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.			
22	2.3	Bid security shall be furnished as a part of the Techno Commercial Un-priced Bid. The amount of bid security should be as specified in the			

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		forwarding letter. Any bid not accompanied by a proper bid security will be rejected.			
23	2.4	Bid Documents/User Id & Password for OIL's E-Tender portal are not transferable.			
24	2.5	Any bid received in the form of Physical document/Telex/Cable/Fax/E-mail will not be accepted.			
25	2.6	Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.			
26	2.7	Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.			
27	2.8	Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.			
28	2.9	Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's E-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Un-priced Techno-Commercial Bid as per tender requirement under "Technical Attachment" Tab Page only.			
29	2.10	<p>Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:</p> <ul style="list-style-type: none"> (i) Firm price (ii) EMD/Bid Bond (iii) Period of validity of Bid (iv) Price Schedule 			

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		<p>(v) Performance Bank Guarantee/Security deposit</p> <p>(vi) Delivery/Completion Schedule</p> <p>(vii) Scope of work</p> <p>(viii) Guarantee of material/work</p> <p>(ix) Liquidated Damages clause</p> <p>(x) Tax liabilities</p> <p>(xi) Arbitration/Resolution of Dispute Clause</p> <p>(xii) Force Majeure</p> <p>(xiii) Applicable Laws</p> <p>(xiv) Specifications</p> <p>(xv) Integrity Pact</p>			
30	2.11	There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.			
31	2.12	Bid received with validity of offer less than 120 (one hundred twenty) days from the date of Technical Bid opening will be rejected.			
32	2.13	The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “ Part-VI/Integrity Pact ” of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.			
33	3.0	<p><u>GENERAL:</u></p> <p>3.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does</p>			

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	<p>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.</p> <p>3.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.</p> <p>3.3 If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.</p> <p>3.4 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.</p> <p>3.5 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.</p> <p>3.6 The originals of documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.</p>			
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