



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

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

FORWARDING LETTER

Sub: IFB No. CDO6056P18 - Installation of Indirect Heater including Fabrication and Hooking up of Flowline Manifold with the Heater; Laying of 100mm NB Flowlines and 50mm NB Fuel Lines to the Heaters at different locations of OIL'S Operational Areas.

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 **'Installation of Indirect Heater including Fabrication and Hooking up of Flowline Manifold with the Heater. Laying of 100mm NB Flowlines and 50mm NB Fuel Lines to the Heaters at different locations of OIL'S Operational Areas'**. One complete set of Bid Documents 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.	CDO6056P18
(ii)	Type of Bid	Open E-Tender, Single Stage-Two Bid System
(iii)	Tender Fee	Rs. 1000.00/- (Rupees One Thousand only) (non-refundable) a. Tender fee should be paid only through the payment gateway available on OIL's E-Tender Portal. No other mode of payment shall be accepted. b. Bidders claiming waiver of tender fees shall apply to Contracts Department, Oil India Limited, Duliajan with documentary evidence as mentioned in Para. No. 4.0 below, before 07 (Seven) days of bid closing date.
(iv)	Period of Sale of Bid Document	18.10.2017 to 14.11.2017

(v)	Bid Closing Date & Time	21.11.2017 at 11:00 HRS: Server Time
(vi)	Technical Bid Opening Date & Time	21.11.2017 at 14:00 HRS: Server Time
(vii)	Price Bid Opening Date & Time	Will be intimated to the eligible bidder(s) nearer time.
(viii)	Bid Submission Mode	Bids must be uploaded online in OIL's E-Procurement Portal.
(ix)	Bid Opening Place	Office of CGM-Contracts Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(x)	Bid Validity	120 (One Hundred Twenty) days from Original Bid Closing Date.
(xi)	Mobilization Time	15 (Fifteen) days from date of issue of Work Order.
(xii)	Bid Security/EMD Amount	Rs. 3,16,500.00 (Rupees Three Lakhs Sixteen Thousand Five Hundred only). 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. b. Alternately, Bid Security can also be paid through the online payment gateway against this tender. 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 CGM-CONTRACTS on or before 12.45 PM (IST) on the bid closing/opening date otherwise bid will be rejected. d. A scanned copy of Bid Security document should also be uploaded along with the Un-priced Techno-Commercial Bid documents. 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. 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. Notes: Bidders claiming waiver of Bid Security shall apply to Contracts Department, Oil India Limited,

		Duliajan with documentary evidence as mentioned in Para. No. 4.0 below before 07 (seven) days of bid closing date. 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.
(xiii)	Bid Security/EMD Validity	Minimum upto 19.04.2018 (Minimum 150 days from the original date of opening of Technical Bid)
(xiv)	Original Bid Security to be submitted	Office of CGM-CONTRACTS, CONTRACT DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786602, INDIA
(xv)	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). b. Performance Security Money shall not earn any interest.
(xvi)	Validity of Performance Security	90 days beyond Contract period/duration.
(xvii)	Location of job	Different locations of OIL's operational areas.
(xviii)	Duration of the Contract	02 (Two) years and extendable by 01 (One) year.
(xix)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	Refer Clause No. 28 of General Conditions of Contract.
(xx)	Integrity Pact	Must be digitally signed & uploaded along with the Un-priced Techno-commercial Bid.
(xxi)	Bids to be addressed to	CGM-Contracts, Contract Department, Oil India Limited, Duliajan-786602, Assam, India.
(xxii)	Pre-Bid conference	Not Applicable
(xxiii)	Last Date of receipt of Queries	Not Applicable

Note:

The Bank Guarantee issuing bank branch must ensure the following:

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

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

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code:UTIB0001129, Branch address: AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN: 786602.

3.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT

3.1 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 bidder changes his Digital Signature Certificate then 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. OIL INDIA LIMITED will not be responsible in case of loss of the certificate.

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

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

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

3.2 For participation, applicants already having User ID & Password for OIL's E-Procurement Portal need to register against the IFB and pay the requisite Cost of Bid Document **(Non-transferable and Non-refundable)** through the online payment gateway provided in OIL's E-Procurement Portal. 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 and pay the requisite Cost of Bid Document in the manner as specified above. **NO OTHER MODE OF PAYMENT TOWARDS COST OF BID DOCUMENT WILL BE ACCEPTABLE.**

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

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

4.0 In case any bidder is exempted from paying the Tender Fee or the Bid security, they should request OIL with supporting documents. The detailed guidelines for exemption of the Tender Fee and the Bid security are given below.

4.1 EXEMPTION OF TENDER FEE

1. Micro and Small Enterprises (MSEs) 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 are exempted from payment of tender fee irrespective of the monetary limit mentioned in their registration certificate provided they furnish evidence that they are **registered** for the **items** they intend to quote against OIL tenders.
2. Central Government Departments and Central Public Sector Undertakings (CPSUs) are also exempted from the payment of tender fee.
3. Parties registered with DGS&D, having valid certificates are exempted from payment of tender fee.
4. 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.
5. In case of MSEs/CPSUs/Government Bodies/eligible institutions etc. claiming waiver of tender fees, they shall apply to Contracts Department, Oil India Limited, Duliajan with documentary evidence before **07 (seven) days** of bid closing date.

4.2 EXEMPTION OF BID SECURITY

1. If the 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 any other body specified by Ministry of MSME, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of **valid Registration Certificate** clearly indicating the monetary limit, if any and the items for which bidder is registered with any of the aforesaid agencies.
2. Central Government Departments and Central Public Sector Undertakings (CPSUs) are also exempted from submitting Bid Security.
3. 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.

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 The tender will be governed by

Forwarding Letter

Instruction to Bidders

BEC-BRC- Bid Evaluation Criteria & Bid Rejection Criteria.

Part-I - General Conditions of Contract (GCC)

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

Part-III - Special Conditions of Contract (SCC)

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

Part-V - Safety Measures (SM)

Part-VI - Integrity Pact

Price Bidding Format & PP-LC Format

Proformas & Annexures

SPECIAL NOTE

Please note that all tender forms (Forwarding Letter, BEC-BRC/Bid Evaluation Criteria & Bid Rejection Criteria, Part-I/General Conditions of Contract/GCC, Part-II/Schedule of Work, Unit and Quantity/SOQ, Part-III/Special Conditions of Contract/SCC, Part-V/Safety Measures/SM, Part-VI/Integrity Pact/Price Bid & PP-LC Format) 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 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 technical 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 Satyananda Mishra, IAS (Retd.) and Shri Jagmohan Garg, Ex-Vigilance Commissioner as Independent 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 IFB at the following addresses:

- a. Shri Rajiv Mathur, IPS (Retd.), Former Director, IB, Govt. of India;
E-mail: rajivmathur23@gmail.com
- b. Shri Satyananda Mishra, IAS (Retd.), Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India
E-mail: satyanandamishra@hotmail.com
- c. Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC
E-Mail id: jagmohan.garg@gmail.com

14.0 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.

15.0 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.

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

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

18.0 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.

19.0 BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA: In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

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

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

22.0 SCREEN SHOTS

RFx Response Number 60037504 RFx Number TESTARUP Status In Process Submission Deadline 15.04.2017 11:00:00 INDIA Opening Date 15.04.2099 00:00:00 INDIA

RFx Response Version Number Active Version RFx Version Number 1

RFx Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions Technical Attachments

Notes

Clear

Category Description

Conditions of Participation -Empty-

Bid Invitation/Auction Text

Bidder's Remarks

Purchaser's Remarks

Attachments

cFolder Attachments

Add Attachment Delete Verify Signature

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

Go to this Tab "Notes and Attachments" for Uploading "Priced Bid"

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

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

Note:

* The “**Technical Bid**” shall contain all techno-commercial details **except the prices**.

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

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

Thanking you,
Yours faithfully,
OIL INDIA LIMITED

(UPASANA MALAKAR)
OFFICER CONTRACTS (OPERATIONS)
*For, **CGM (CONTRACTS)***
*For, **RESIDENT CHIEF EXECUTIVE***

Date: 18.10.2017

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

IFB NO. CDO6056P18

INSTRUCTION TO BIDDERS

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

2.0 BIDDING DOCUMENTS

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

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

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

3.0 TRANSFERABILITY OF BID DOCUMENTS

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

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

4.0 AMENDMENT OF BIDDING DOCUMENTS

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

4.2 The Addendum will be 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.**

5.0 PREPARATION OF BIDS

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

5.2 DOCUMENTS COMPRISING THE BID

(A) UN-PRICED TECHNO-COMMERCIAL BID:

- (i) Bid Documents duly filled up as indicated.
- (ii) Complete technical details/specifications of the equipment with catalogue, etc. as per tender requirement.
- (iii) Documentary evidence established in accordance with 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 PM 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 PM on the bid closing date failing which the bid shall be rejected.**
- (vii) Integrity Pact.

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

(B) 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.

6.0 PERIOD OF VALIDITY OF BIDS

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

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

7.0 FORMAT AND SIGNING OF BID

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

8.0 SUBMISSION OF BIDS

8.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using **"Class 3 digital certificate with Organizations Name and Encryption Certificate"** as per Indian IT Act, 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India while uploading the bid.

Digital Signature Certificates having **"Organization Name"** field other than **Bidder's Name** are not acceptable. However, aforesaid Digital Signature Certificates having **Bidder's Name** in the **"Organization Name"** field are acceptable.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract. The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature 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 employees.

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

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

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

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

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

9.0 DEADLINE FOR SUBMISSION OF BIDS

9.1 Bids should be submitted on-line up to **11.00 AM (IST) (Server Time)** on the Bid Closing date mentioned in the Forwarding Letter. Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the bid closing date and time as mentioned in the bid except in condition mentioned in clause 12.1 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.

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

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

10.0 LATE BIDS

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

11.0 MODIFICATION AND WITHDRAWAL OF BIDS

11.1 Bidders will be permitted by System to withdraw 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 forwarding letter. 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.

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

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

12.0 EXTENSION OF BID SUBMISSION DATE

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

13.0 BID OPENING AND EVALUATION

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

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

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

13.3 Bids which have been withdrawn pursuant to Clause 11.0 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.

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

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

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

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

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

14.0 EVALUATION AND COMPARISON OF BIDS

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

14.2 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.

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

14.4 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.

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

15.0 CONTACTING THE COMPANY

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

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

16.0 AWARD CRITERIA

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

17.0 OIL' S RIGHT TO ACCEPT OR REJECT ANY BID

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

18.0 NOTIFICATION OF AWARD

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

19.0 SIGNING OF CONTRACT

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

19.2 Within 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) favoring "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.

19.3 This Performance Security must be valid for 03 (three) months after the date of expiry of the tenure of the contract. In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

19.4 The "Performance Security" will be refunded to the contractor after 03 (three) months 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.

19.5 Failure of the successful bidders to comply with the conditions as specified in Para 19.2 above would render him liable for rejection and in turn forfeiture of Bid Security apart from any other actions the Company may take against him at its sole discretion. The bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

20.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS

The information and documents furnish by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.

21.0 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 available in OIL's website www.oil-india.com.

22.0 Purchase preference policy (linked with Local Content) (PP-LC) notified vide letter no.O-27011/44/2015-ONG/II/FP dated 25.04.2017 of MoPNG. (available in <http://oil-india.com/PDF/Circular%20dt%2027062017-PPLC.pdf> or <http://petroleum.nic.in/policy-provide-purchase-preference-linked-local-content-pp-lc-all-psus>)

22.1 In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only **one of the two policies** i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.

22.2 Bidders seeking Purchase preference (linked with local content) (PP-LC) shall be required to meet/exceed the target of Local Content (LC) of **30%**.

22.2.1 Such bidders shall furnish following undertaking on its letter head along with their techno-commercial bid. The undertaking shall become a part of the contract

“We _____ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. 30% (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. CDO6056P17.”

22.2.2 Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor.

“We _____ the statutory auditor of M/s _____ (name of the bidder) hereby certify that M/s _____ (name of the bidder) meet the mandatory Local Content requirements of the Services i.e. 30% (to be filled by the work center as notified at Enclosure I of the policy) quoted vide offer No. _____ dated _____ against OIL tender No. CDO6056P17 by M/s _____ (Name of the bidder).”

Note: In case of bidder(s) for whom Statutory Auditor is not required as per law required certificates shall be provided by a practicing Chartered Accountant.

22.2.3 At the bidding stage the bidder shall provide Break-up of “Local Component” and “Imported Component” in the prescribed format enclosed as Proforma-BB (PP-LC) of the policy and shall be uploaded by the bidders along with their price bid in the e-procurement portal under **“Notes and Attachments”** tab.

22.3 Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference to 10% i.e. where the evaluated price is with 10% of the evaluated lowest price of Non Local Content (NLC) bidder, other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.

22.3.1 Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award for the prescribed quantity shall be made to the lowest evaluated TA/CA bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.

22.4 Order for supply of 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 price. The remaining will be awarded to L1 (i.e. NLC bidder). Prescribed 50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.

22.4.1 However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.

22.4.2 When the tendered goods/services cannot be divided in the exact ratio of 50%/50% then OIL reserve the right to award on lowest eligible PP-LC bidder for quantity not less than 50%, as may be dividable.

For example

In case tendered quantity is 3 (not divisible in the ratio of 50:50), PP-LC bidder shall get order for 2 nos. only and the rest will go to L-1 (NLC bidder).

22.5 The tendered quantity is not splittable/non-dividable/cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.

22.6 For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide letter No. O-27011/44/2015-ONG/II/FP dated 25.04.2017.

22.7 The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.

22.8 OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.

22.9 Determination of LC

22.9.1 LC of Services shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of services.

22.9.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering:

- a) Cost of component (material), which is used.
- b) Manpower and consultant cost, cost of working equipment/facility, and
- c) General Service cost, excluding profit, company overhead cost, taxes and duties.

22.9.3 The criteria for determination of cost of local content in the service shall be as under:

- a) In the case of material being used to help the provision of service, based on country of origin.
- b) In the case of manpower and consultant based on INR component of the services contract.
- c) In the case of working equipment/facility, based on country of origin and
- d) In the case of general service cost, based on the criteria as mentioned in clauses a, b and c above.
- e) Indian flag vessels in operation as on date.

22.9.4 The determination of local content of the working equipment/facility shall be based on the following provision:

Working equipment produced in the country is valued as 100% (one hundred percent) local content, working equipment produced abroad is valued as much as nil (0% percent) local content.

22.10 Calculation of LC and Reporting

22.10.1 LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

22.10.2 Formats for the calculation of LC of services may be seen at Enclosure-III of the policy document.

22.11 Certification and Verification: Bidder seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods as follows:

22.11.1 At bidding stage:

a) Price Break-up

- i. The bidder shall provide break-up of “Local Component” and “Imported Component” along with the price bid as per provisions under clause 22.2.3.
- ii. Bidder must have LC in excess of the specified requirement.

b) Undertaking by the bidder

- i. The bidder shall submit undertaking along with the techno-commercial bid as per clause no. **22.2**, such undertaking shall become a part of the contract.
- ii. Bidder shall also submit the list of items/services to be procured from Indian manufacturers/service providers.

c) Statutory Auditor’s Certificate

The Undertaking submitted by the bidder shall be supported by a certificate from Statutory Auditor as per clause **22.2.2**.

22.11.2 After Contract Award

a) In the case of procurement cases with the value less than Rs. 5 crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the contractor and certified by the Director/Authorized Representative of the Company.

b) The verification of the procurement cases with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.

22.12 Each supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met and issue of local content certificate to that effect on behalf of OIL, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.

22.13 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of Local Content for the total work/purchase of the pro-rata Local Content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

22.14 Where currency quoted by the bidder is other than Indian Rupee then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of notice inviting tender (NIT) for the calculation of Local Content.

22.15 OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

22.16 Sanctions

22.16.1 OIL shall impose sanction on bidder not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.

22.16.2 If the bidder does not fulfill his obligation after the expiration of the period specified in such warning, OIL shall initiate action for blacklisting such bidder/successful bidder.

22.16.3 A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

22.16.4 In pursuance of the clause No. 22.16.3 above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (format attached at Annexure-XI) equivalent to the amount of PBG.

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

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

1.1 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. 39,56,000.00 (Rupees Thirty Nine Lakhs Fifty Six Thousand only)**.

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

Notes to BEC Clause 1.1 above:

a. For proof of Annual Turnover & Net worth, any one of the following documents/photocopies must be submitted along with the bid:

(i) Audited Balance Sheet along with Profit & Loss account.

OR

(ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **Annexure-X**.

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

1.2 TECHNICAL CRITERIA

1.2.1 The bidder must have experience of at least 01 (One) SIMILAR work of minimum value of **Rs. 39,56,000.00 (Rupees Thirty Nine Lakhs Fifty Six Thousand only)** under single Contract in previous 07 (seven) years to be reckoned from the original bid closing date with PSUs/Central/State Govt.

Notes to BEC Clause 1.2 above:

a. "SIMILAR" nature of work mentioned in 1.2.1 means:

"Construction of Crude Oil/Gas transportation welded pipe lines conforming to ANSI B31.4/31.8/31.3 as per applicable and relevant codes/standards) or Installation of indirect heaters or installation of equipments for Oil and Gas Installations."

b. If the prospective bidder has executed contract in which similar work is a component then such experience will also be taken into consideration provided that the bidder submits the breakup (value/quantity) of similar work executed and certified by the end user.

c. If the prospective bidder is executing SIMILAR work which is still running and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate issued by end user.

d. In case the start date of the requisite experience is beyond the prescribed 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 then such experience will also be taken into consideration provided that the bidder has submitted a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number) indicating the contract value/quantity executed under SIMILAR work within the prescribed period of 07 (seven) years reckoned from the original bid closing date.

e. For proof of requisite work experience, copies of Purchase Order/Contract documents/Work order showing details of experience supported with Completion Certificate issued by PSUs/Govt. organisation/Public limited companies in previous 7(seven) years reckoned from the original bid closing date, confirming the following:

- a. Gross value - if the bidder quotes on the strength of "value of job done"
Or
Quantum of the job - if the bidder quotes on the strength of "quantum of job done".
- b. Nature of Job done.
- c. Contract period/Contract start and completion date.

f. SIMILAR work executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.

1.3 Prices shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.

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

1.5 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

1.6 The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.

1.7 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 01 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.

1.10 Purchase Preferences allowed as per Government Guidelines in Vogue and PPP [Public Procurement policy] for Micro and Small Enterprises is not applicable for this tender (**being works contract tender**).

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

1.11.1 Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG shall be applicable in this tender. (<http://petroleum.nic.in/policy-provide-purchase-preference-linked-local-content-pp-lc-all-psus>).

1.11.2 Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified all clauses under clause No. 22 of ITB and shall have to submit all undertakings/documents applicable for this policy.

1.12 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).

1.13 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.

1.14 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.

1.15 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.

1.16 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 02 (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. Bid made by parties who have not submitted the requisite tender fees will be rejected.

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

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

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

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

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

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

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

3.4 Bidders should note that the documents/information submitted by the bidder(s) against the tender are presumed to be genuine, authentic and true copy of the originals. However, in case at any stage of tendering process or during execution of the contract or after expiry of contract, if it is detected that bidder has submitted forged or fabricated

documents or furnish false information towards fulfilment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/terminate the contract, as the case may be and forfeit EMD/SD submitted by the bidder. Besides, the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

3.5 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.

3.6 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.

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

OIL INDIA LIMITED

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

DESCRIPTION OF WORK/SERVICES:

Installation of Indirect Heater including Fabrication and Hooking up of Flowline Manifold with the Heater. Laying of 100mm NB Flowlines and 50mm NB Fuel Lines to the Heaters at different locations of OIL'S Operational Areas.

GENERAL CONDITIONS OF CONTRACT (GCC)

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

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) **“Wilful 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 at **different locations of OIL’s operational areas.**

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 initially for a period of **02 (Two) years and extendable by 01 (One) year** from the commencement date mentioned in the work order/LOA. 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 tender price inclusive of all liabilities and GST is Rs. _____ *(Not to be filled up by bidder while submitting the offer in "Technical Attachment". This figure will be filled up by OIL at the time of award of the contract to the successful bidder.)* (_____ only) but the Company shall pay the Contract or only for actual work done at the all-inclusive rates set down in the Schedule of work part II of this Contract.

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

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

12.0 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 contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.
- b) 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
Upto 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)
Upto Rs. 5 Crore	Within 8 months
Above Rs. 5 Crore	Within 12 months

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

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

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 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 be 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 upto 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, by way of liquidated damages for delay and not as penalty. The applicable GST on the LD shall have to be borne by the contractor. Accordingly, the liquidated damages shall be recovered from the contractor along with applicable GST.

29.0 SUBCONTRACTING:

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

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 tort or otherwise, shall not exceed 100% of the Contract price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or any obligation of the Contractor to pay Liquidated Damages plus GST 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.

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

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

37.6.1 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.

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

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

37.7.1 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.

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

37.8 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.

37.9 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.

37.10 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**.

37.11 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.

37.12 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.

37.13 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.

37.14 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.

37.15 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.

37.16 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.

37.17 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.

37.18 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.

37.19 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

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

37.21 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.

37.22 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.

37.23 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.

37.24 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.

37.25 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.

37.26 Documentation requirement for GST

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

Any invoice issued shall contain the following particulars:

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

37.27 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.

37.27.1 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 withheld 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.

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

SIGNED & DELIVERED FOR AND
ON BEHALF OF
Attorney)

(Signature of Contractor or his legal

by the hand of

(Full Name of Signatory)

its Partner/Legal Attorney

(Seal of Contractor's Firm)

And in presence of

(Signature of witness)

Date: _____

(Full Name of Signatory)

Address:

(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Designation _____

Date_____

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

DESCRIPTION OF WORK/SERVICE: Installation of Indirect Heater including fabrication and hooking up of flowline manifold with the heater. Laying of 100mm NB flowlines and 50mm NB fuel lines to the heaters at different locations of OIL's Operational Areas.

PRICE BID FORMAT CDO6056P18

<u>NAME OF BIDDER</u>								
<u>Bidder's GST No.</u>								
<u>SAC/HSN Code</u>								
<u>Select the benefit sought under the Policy</u> <u>(Use Drop Down List)</u>								
Item No.	Description of Services (For detailed description of Services Refer SOQ)	UOM	Estimated Quantity	Rate (Rs.) to be quoted Excluding GST	Applicable GST Rate in %	Applicable GST (Select from Drop down List)	Amount (Rs.) Excluding GST	Amount (Rs.) Including GST
			A	B	C		D = A * B	E = D+(D * C%)
10	Transportation materials to site 20Km	TON	19.75				0.00	0.00
20	Transportation materials to site beyond 20Km	TKM	7240.20				0.00	0.00
30	Qualification of Welders	JOB	1.00				0.00	0.00
40	Welding of Pipe Joint for 50mm NB	NO	750.00				0.00	0.00
50	Welding of Pipe Joint for 100mm NB X46	NO	1500.00				0.00	0.00
60	Tie In Joints	NO	80.00				0.00	0.00
70	Excavation of Earth normal soil	M3	375.00				0.00	0.00
80	Excavation of Earth hard Soil	M3	300.00				0.00	0.00
90	Lowering the Pipes	M	2250.00				0.00	0.00
100	Backfilling the Trench	M	2250.00				0.00	0.00
110	Road crossing with casing by boring	M	375.00				0.00	0.00
120	Open cut cased road crossing	M	250.00				0.00	0.00
130	Hook Up for 50 mm NB	JOB	25.00				0.00	0.00
140	Hook Up for 100 mm NB	JOB	100.00				0.00	0.00
150	Mobilisation and Demobilisation	NO	25.00				0.00	0.00
160	Earth Filling	M3	1600.00				0.00	0.00
170	Casting CC Foundation	M3	87.50				0.00	0.00
180	Installation of Hand Tubewell	NO	25.00				0.00	0.00
190	Fabrication and Erection of Security Ghumti	NO	25.00				0.00	0.00
200	Rig up of Chimney	NO	25.00				0.00	0.00

210	Dismantling of Chimney	NO	25.00				0.00	0.00
220	Supply and Erection of Fencing with gate	M	1750.00				0.00	0.00
230	Welding of Misc Jobs	CM	25000.00				0.00	0.00
240	Installation of Valves	PJI	950.00				0.00	0.00
Total (Rs)							0.00	0.00
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 PP-LC policy as well as Public Procurement Policy for MSEs – Order 2012, Bidder hereby categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. i. PP-LC OR ii. MSE policy.								
7. Purchase preference policy-linked with Local Content (PP – LC) notified vide letter No. O-27011/44/2015-ONG/II/FP dated 25.04.2017 of MoPNG shall be applicable in this tender Bidders seeking benefits under Purchase Preference Policy (linked with Local Content) (PP - LC) shall have to comply with all the provisions specified in ITB and shall have to submit all undertakings/documents applicable for this policy.								
8. Refer to GCC for detail of GST								
9. Refer to SOQ & SCC for Item detail Description								
10. Mobilisation Period: 15 (Fifteen) days from date of issue of LOA.								

CALCULATION OF LOCAL CONTENT-SERVICES

Proforma BB(PP-LC)

E-Tender No. CDO6056P18

NAME OF SUPPLIER OF GOODS/PROVIDER OF SERVICE				Cost Summary				
				Domestic	Imported Rs./Foreign Currency (To be specified by the service provider)	Total	LOCAL CONTENT	
							%	Rs./Foreign Currency (To be specified by the service provider)
				a	b	c=a+b	d = a/c	e = c x d
A	I	Cost component Material used cost	Rs./Foreign Currency			0.00	#DIV/0!	#DIV/0!
	II	Personnel & Consultant cost	Rs./Foreign Currency			0.00	#DIV/0!	#DIV/0!
	III	Other services cost	Rs./Foreign Currency			0.00	#DIV/0!	#DIV/0!
	IV	Total cost (I to III)	Rs./Foreign Currency	0.00	0.00	0.00	#DIV/0!	#DIV/0!
B		Taxes and Duties	Rs./Foreign Currency			0.00	#DIV/0!	#DIV/0!
C		Total quoted price	Rs./Foreign Currency	0.00	0.00	0.00	#DIV/0!	#DIV/0!

Note:-

% LC Service =	$\frac{\text{Total cost (A. IV. c)} - \text{Total imported component cost (A. IV .b)}}{\text{Total Cost (A. IV.c)}}$	X 100
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% LC Service =	$\frac{\text{Total domestic component cost (A. IV a)}}{\text{Total cost (A. IV. c)}}$	X 100
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| 1. As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.
2. Refer to ITB for Detail of PP-LC. |
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OIL INDIA LIMITED
(A Government of India Enterprise)
Duliajan, Assam

DESCRIPTION OF WORK/SERVICE: Installation of Indirect Heater including fabrication and hooking up of flowline manifold with the heater. Laying of 100mm NB flowlines and 50mm NB fuel lines to the heaters at different locations of OIL's Operational Areas.

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

Item No.	Description of Services	UOM	Quantity
10	Transportation materials to site within 20 Km Handling, loading, transportation and unloading of owner supplied materials from owner's designated places of issue/ dump site to contractors own stock yard/work shop/work site without causing any damage to the pipes, other materials. Approval of Company's Engineer is needed to reject any pipe, prior to receipt by the contractor at OIL's yard. Length of the pipe will vary from 10 to 12 m.	TON (Us ton)	19.75
20	Transportation materials to site beyond 20 Km Handling, loading, transportation and unloading of owner supplied materials from owner's designated places of issue/ dump site to contractors own stock yard/work shop/work site without causing any damage to the pipes, other materials. Approval of Company's Engineer is needed to reject any pipe, prior to receipt by the contractor at OIL's yard. Length of the pipe will vary from 10 to 12 m.	TKM (Ton-Kilometre)	7,240.20
30	Qualification of Welders Contractor has to arrange for Qualification Test for Welders, Welding Procedure, Welding Rod proposed to be used as per API 1104. Contractor has to collect the test piece from the company's pipe yard and make the test piece for welders test. Third party inspection agency shall be engaged by contractor and the credential of the TP have to be submitted. WQT procedure format, Welding rod Qualification format, radiography format and destructive test format shall be approved by the company. All the relevant document such as welding rod, machine have to be submitted before starting of the job. All machinaries equipment has to be arranged by the contractor at no extra cost to the company.	JOB	1
40	Welding of Pipe Joint for 50mm NB Welding of pipe joints as per API 1104. The electrodes shall be of suitable gauge and specification of E6010/E7010. The electrodes have to be tested and approved prior to welding. Welders engaged for this job shall be duly certified by the Company prior to his engagement. The contractor shall supply all the equipment/ machinery/manpower consumables like electrodes, grinding disc, wooden skid as necessary for the job. The contractor shall have to provide canopy for the welding. The defective joints shall be repaired at contractor's cost. This item excludes roads/railways/water bodies crossings.	NO (Number)	750

50	Welding of Pipe Joint for 100mm NB X46 Welding of pipe joints as per API 1104. The electrodes shall be of suitable gauge and specification of E6010/E7010. The electrodes have to be tested and approved prior to welding. Welders engaged for this job shall be duly certified by the Company prior to his engagement. The contractor shall supply all the equipment /machinery/manpower consumables like electrodes, grinding disc, wooden skid as necessary for the job. The contractor shall have to provide canopy for the welding. The defective joints shall be repaired at contractor's cost. This item excludes roads/ railways/water bodies crossings.	NO (Number)	1,500
60	Tie In Joints for 100mm NB X-46, 7.14 mm WT "Tie-in-joints pipes by welding in the trenches. All equipment and accessories for Tie-in will be arranged by the contractor. Tie-in-joints will be allowed only after approval of Company's Engineer when continuous works cannot be carried out due to abnormal site conditions or situations."	NO (Number)	80
70	Excavation of Earth normal soil Excavation of open trench along the ROW upto a maximum depth of 1.5 m. The bottom & sides of the trench should be smoothly finished to accommodate the welded section of the pipe without any strain. This shall include all the trenching jobs along the ROW irrespective of the quality of earth like slushy or water logged area or normal soil. This item excludes all crossings. In case of multiple pipelines in the same trench, width of the trench shall be as per site condition or as directed by the Company.	M3 (Cubic meter)	375
80	Excavation of Earth hard soil Excavation of open trench upto a maximum depth of 1.5 m. This shall include all the trenching jobs along the ROW irrespective of the quality of earth like slushy or water logged area or hard stand area. This item is applicable in well plinth area, open cut road crossings without casing and where hard stand has to be broken for laying of pipeline. This item excludes all crossings. In case of multiple pipelines in the same trench, width of the trench shall be as per site condition or as directed by the Company.	M3 (Cubic meter)	300
90	Lowering the Pipes Lowering of the bare/coated & wrapped pipe to the bottom of the previously prepared trench without causing damage to the coating & wrapping. The bottom of the trench shall be smoothly contoured to accommodate pipe without causing strain to the pipe. The trench shall be inspected by the Company's representative before lowering the pipe. Any damage to the coating wrapping during handling shall be repaired at the contractor's cost. Contractor must arrange water pump to drain out the water from the trench before lowering the pipe. This item excludes all crossings.	M (Meter)	2,250
100	Backfilling the Trench After lowering the pipe the trench should be backfilled with previously cut out earth including ramming without watering so that the pipeline is covered. The top of the backfilled trench shall be 150mm over the original level for visual identification & settlement in future. 30% of the item rate shall be kept for crowning after backfilling of the trench. This item excludes all crossings.	M (Meter)	2,250

110	Road crossing with casing by boring Boring of public road/embankment etc. shall be done by contractor for inserting casing pipe of size 150mm NB and subsequent insertion of carrier pipe in the casing. To maintain an earth cover of 1.5 m. the contractor shall dig out trenches of adequate size on both sides of the road, so that alignment of the casing pipe come out on the same level with that of the pipeline laid on either side of the road.	M (Meter)	375
120	Open cut cased road crossing Open Cut of road/embankment etc. shall be done by contractor for inserting casing pipe of size 150mm NB and subsequent insertion of carrier pipe in the casing. To maintain an earth cover of max. 1.5 m the contractor shall dig out trenches of adequate size on both sides of the road, so that alignment of the casing pipe come out on the same level with that of the pipeline laid on either side of the road.	M (Meter)	250
130	Hook up for 50mm NB Hook up with existing pipeline. All works related to hook up of the new line with existing/ another pipe line shall be carried out as per industry practice by following all safety norms. The job includes preparation of SOP, and making all necessary arrangement for safe working, providing assistance for testing, providing all necessary equipment, labour, materials, consumables and performing all works necessary for completion of works strictly in accordance with the relevant specifications and instructions of Company's representative's.	JOB	25
140	Hook up for 100mm NB Hook up with existing pipeline. All works related to hook up of the new line with existing/ another pipe line shall be carried out as per industry practice by following all safety norms. The job includes preparation of SOP, and making all necessary arrangement for safe working, providing assistance for testing, providing all necessary equipment, labour, materials, consumables and performing all works necessary for completion of works strictly in accordance with the relevant specifications and instructions of Company's representative's.	JOB	100
150	Mobilisation and Demobilisation Payment for mobilisation and demobilisation will be entitled if the contractor has to mobilise his resources for carrying out the assigned job.	NO (Number)	25
160	Earth Filling Earth filing and compacting of Indirect Heater area at different locations. Contractor has to arrange of earth at his own cost and fill up and grade it as per direction of the Engineer in charge. Payment will be made as per the volume of earth.	M3 (Cubic meter)	1,600
170	Casting CC Foundation Casting of CC foundation...Casting of R.C.C. foundation block for Indirect Heater Units (Ratio 1:2:4) (All materials for making the R.C.C. foundation such as cement (ISI mark), sand, broken stone etc. shall be supplied by contractor. The cost includes transportation and all necessary tools to carry out the job.	M3 (Cubic meter)	87.50

180	Installation of Hand Tubewell Supply and sinking Hand Tube well including supplying of all materials. The Tubewell head shall have with over head pumping provision to replenish Indirect Heater. Necessary piping arrangement to be carried out for the above without any extra cost to company. The pipes required for the water connection from the tube well to the heater to be supplied by the company.	NO (Number)	25
190	Fabrication and Erection of Security Ghumti Fabrication and erection of Security Ghumti of size 2400mm x 1800mm. The Ghumti roof and side wall shall be of CGI sheet. The floor of the Ghumti shall be brick soiled. Except posts all materials will be supplied by the Contractor.	NO (Number)	25
200	Rig up of Chimney Rig up/fitting of Chimney and other accessories with the indirect heater. The job shall also include making of all other service piping work, flame arrestor burner assembly etc. including painting.	NO (Number)	25
210	Dismantling of Chimney Dismantling of chimney, flame arrestor, inlet and outlet connection to indirect heater, connection of water and fuel line, burner assembly. Screwed fittings/mechanical connections like flanged system of various sizes, bends tees etc. that may be necessary prior to shifting of the Indirect Heater to another location.	NO (Number)	25
220	Supply and Erection of Fencing with gate Supply and erection of Jingle wire periphery fence of 2.40 m high around the installation with gate as per following Specification: The Jingle wire fence shall be made of low carbon steel 0.50mm thick. The wire fence shall be electro galvanized to 7-10 microns thickness. The Suitable posts shall be provided 2400mm apart. At least one gate of size 1000mm x 2400mm in one pieces with 50 x 50 x 5 mm iron angle including diagonals on the gate panel fitted. The gate shall be fitted with X-PM sheet. Posts of the fencing shall be grouted by CC Work. Necessary pipes & angles for gate will be provided by the Company for grouting of posts at an interval of 2.40 m approx.	M (Meter)	1,750
230	Welding of Misc Jobs Welding of pipe joints as per API 1104. The electrodes shall be of suitable gauge and specification of E6010/E7010. The electrodes have to be tested and approved prior to welding. Welders engaged for this job shall be duly certified by the Company prior to his engagement. The contractor shall supply all the equipment/ machinery/manpower consumables like electrodes, grinding disc, wooden skid as necessary for the job. The contractor shall have to provide canopy for the welding. The defective joints shall be repaired at contractor's cost. This item excludes roads/ railways/water bodies crossings.	CM (Centimeter)	25,000
240	Installation of Valves "Installation of supplied valves like Gate/Check/Ball/Plug/Globe/Control Valves etc. of different sizes on pipeline laid over ground/overhead/all elevation whenever required with proper gaskets, studs/bolts & nuts in both sides as per the instruction	PJI (Per/Job Per/Inch Dia.)	950

	of site Engineer. No tension on existing piping shall be allowed during installation. Per Job Per Inch Dia. Example: 6" 2 Nos. valve = 6X2= 12, 8" 3 Nos. valve= 8X3= 24."		
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. Refer to GCC for detail of GST.			
7. The rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab.			
8. Tenure of Agreement: 02 (Two) years and extendable by 01 (One) year.			
9. Mobilisation Period: 15 (Fifteen) days from date of issue of Work Order.			

PART-III PARTICULARS, SPECIFICATIONS AND INSTRUCTIONS**1.0 MOBILISATION**

i) Soon after the Letter of Award (LOA) is issued, the Contractor shall start Mobilization. The contract will be signed after the submission of Performance Security by the Contractor. The Company shall issue notice/work order to the Contractor, specifying the actual date of commencement of the works/service and the date of its completion based on the contract provisions.

ii) During the execution of the works, the Contractor must maintain a steady rate of progress to complete the works within the time provided in this contract.

2.0 DETAILS OF MOBILISATION

2.1 Immediately after receipt of the LOA, as described under Clause 1.0 (i) above, but not later than fifteen days (which is the mobilization period of the contract), the Contractor shall submit to the Company for its approval a program showing the following.

a) Generally, the order of procedure and method in which the contractor proposes to carry out the works in relation to time, and

On compliance of the above, as mentioned in Para 2.1 (a), Mobilization shall be treated as complete.

2.2 Revised program of works can be submitted, while the works are still in progress, by the Contractor and approved by the Company representative(s) if and when an unforeseen condition or a combination of such conditions so demand provided, however, the Company's Representative(s) is fully satisfied about the changed circumstances necessitating a Revised Program. Such Revised Program shall then replace the earlier program without extension of time.

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

3.0 COMMENCEMENT OF WORK

The Contractor shall commence the works after completion of mobilization or after an instruction in writing to this effect by the Company or from the date specifically mentioned in the work order or notice, the Contractor shall proceed with the work in an efficient manner following the detailed program which is submitted to the Company, as described in the contract.

4.0 SEQUENCE OF WORKS

The work shall commence at the point or points approved by the Company and shall proceed in an orderly workmanlike manner to complete the work as specified by the Company unless the Company at any time during the progress of the works requires that works shall be done upon in part as specified by the Company's Representative(s). No change in sequence of works shall be made without express permission of the Company.

5.0 SETTING OUT OF WORKS

The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the works any error shall appear or arise in the position, levels, dimensions or alignment of any part of the works, the Contractor on being required so to do by the Company's Representative(s) shall at his own expense rectify such error to the satisfaction of the Company's Representative(s) unless, such error is based on incorrect data supplied in writing by the Company's Representative(s) in which case the expense of rectifying the same shall be borne by the Company.

6.0 EXECUTION OF WORKS

a) Before submitting tender & in case of any doubt, the Contractor should clarify the specifications of different items of the contract from the concerned department of the Company. Afterwards, decision of the Company regarding clarification of any item of the contract will be final and no compromise will be made in any respect.

b) The Contractor shall execute and complete the works in strict accordance with the specifications hereto and shall be entirely responsible for the execution of the works in all respect in accordance with the terms and conditions specified herein notwithstanding any approval which the Company's Representative(s) may have given in respect of the method, materials or workmanship of any part or the whole of the works or of any tests carried out either by the Contractor or by the Company. Subject to the foregoing the Contractor shall be at liberty at his own risk, to employ his own method subject to the approval of the Company's Representative(s), for the execution of the works. If in the opinion of the Company or the Company's Representative(s) duly authorized for the purpose hereof, the works or any item thereof is found to be not in accordance with the specifications and exhibits, the Contractor shall remove the defect and re-execute the works or the item in accordance therewith at his own expense, whether such defect be discovered during the normal course of inspection hereafter or subsequently. Any delay caused in remedying any defective performance shall not absolve the Contractor from adhering to the time schedule as provided in the contract hereof, and no extension in time shall be granted for such delay in any circumstances whatsoever.

c) The Contractor shall give the Company's Representative(s) reasonable notice of the readiness of each part of the works for examination or test and if the examination or test is by an authority other than the Company, the date fixed for the examination or test shall also be intimated. If the works requiring appropriate approval or testing are covered up without such approval having been given or such test(s) carried out, then the Contractor shall at his own expense uncover such works to the extent necessary for appropriate examination or test and shall at his own expense cover it on completion of such examination or test. The Contractor shall uncover any work or item of work for

inspection if subsequently questioned or so requested by the Company's Representative(s). If such works are found to be in accordance with the specifications and exhibits, the work involved in re-examination and replacement shall be treated as an addition and shall be paid for by the Company. If such works be found not in accordance with the specifications and exhibits all costs involved in re-examination and making good the defect and replacement shall be borne by the Contractor.

7.0 DEFAULT IN TIMELY MOBILISATION

In case of failure of the Contractor to mobilize and commence work within the stipulated period the Company reserves the right to cancel the Contract without any compensation whatsoever.

8.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY COMPLETION

8.1 In the event of the Contractor's default in timely completion of the work under the provisions of this Contract, the Contractor shall be liable to pay liquidated damages at the rate of 0.5% of the total Contract Price for each week (7 days) or a part thereof of delay till the works are completed, subject to a maximum of 7.5 % of the total calculated Contract Price. The Company may without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any amount due to the Contractor.

8.2 Both the Contractor & the Company agree that the above percentages of liquidated damage is genuine pre-estimates of loss/damage, which the Company would have to suffer on account of delay/breach on the part of the Contractor and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such delay/breach. Decision of the Company in the matter of applicability liquidated damage shall be final & binding on the Contractor.

9.0 WORKS TO THE SATISFACTION OF THE COMPANY

The Contractor shall execute the works entirely in strict accordance with the accepted practices, laid out standards and in accordance with the specifications as spelt out in these presents, to the complete satisfaction of the Company's Representative(s) and shall comply with and adhere strictly to the Company's Representative(s) instructions and directions on any matter relating to this contract.

10.0 WARRANTY AND REMEDY

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

Company provided that the Contractor's treatment/handling of such materials did not cause or contribute to the defect.

The warranty and defect liability period of one year shall commence from the closing date of the contract.

11.0 MEASUREMENT OF WORKS

i) The quantities detailed any in this contract represent only the estimated quantities of works and they are not to be taken as the exact quantity of the works to be executed by the Contractor in fulfilment of his obligations under this contract. The quantities of works to be considered for purpose of payment shall be those actually executed either in accordance with detailed drawings or with the written instruction of the Company's Representative(s).

ii) In respect of completed works accepted by the Company's Representative(s) either in part or in full at his discretion, the Company's Representative(s) shall in consultation with the Contractor call upon the Contractor by a notice, written or verbal to be present at work site on specific date and at specific hour for the purpose of making measurements and recording the same. The Contractor or its authorized representative shall be present at the site and shall furnish to the Company's Representative(s) all particulars required for a proper measurement. Should the Contractor not attend or neglect or omit to send such authorized representative, then the measurement made by the Company's Representative(s) or approved by him will be the conclusive measurement of the works and the Contractor shall accept such measurement.

iii) In respect of works in progress, the measurement of works shall be on the basis of either a percentage of actual progress made in relation to the contract quantity of the works as assessed by the Company's Representative(s) wherein applicable or by measurements of detailed items as described in sub-clause 8.2 above as deemed necessary and at the discretion of the Company's Representative(s) wherever applicable.

iv) All measurements shall be duly recorded by the Company's Representative(s) in the Company's measurement book and the Contractor shall agree to such measurement by signing the same. Measurement so recorded shall be treated as legally binding on both parties.

v) Schedule of quantities shall be deemed to have been prepared and measurements shall be made in accordance with the procedures described for the various classes of work in the specifications or if no procedure be so specified then the method of measurements shall be as described in the Terms of Reference & Schedule of Rates for the corresponding items of work.

vi) All materials/equipment to be supplied/used by the Contractor in accordance with this contract shall be measured/inspected after the materials/equipment have been duly approved as to their specifications and other requirements by the Company's Representative(s), before the material/equipment is used on the work in presence of the Contractor or its authorized representative.

vii) The Company's Representative(s) shall be free to reject for purpose of measurement any materials/equipment supplied by the Contractor at sites if such materials are not up to the required specifications and differ from the previously approved samples.

viii) Notwithstanding the fact that certain works and materials have been already measured and recorded by the Company's Representative(s), the Contractor shall remain fully responsible for all such works and materials till the final expiry of the defect liability period.

12.0 RIGHT OF INSPECTION

The Company shall have the right but not the obligation to inspect the works during its progress. The Contractor shall provide proper access for such inspection. The Company shall provide Inspectors for this purpose and shall arrange for all inspection and tests to be carried out promptly after notification.

13.0 DELAY IN WORK BY THE CONTRACTOR

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

14.0 MATERIALS, TOOLS AND EQUIPMENT TO BE PROVIDED BY THE COMPANY

a) The Company shall provide the materials listed below to the contractor. All materials shall be checked, agreed and recorded by both the Company and the Contractor at the time the Contractor takes delivery. This record shall determine the quantity, description and condition of materials delivered to the Contractor by the Company. The Contractor shall not be relieved of responsibility for such pipes and materials by failure to participate jointly with the Company's Representative(s) in making or signing materials receiving or transfer records. Materials receiving or transfer records of the Company's Representative(s) shall determine the specification, quantity and condition of pipe and materials for further accounting purposes. Upon receipt of materials from the Company, the Contractor shall visually inspect the same to ascertain that same are free of defects except in relations to the quality and workmanship. Any defect apparent on visual inspection must be notified to the Company immediately for effecting necessary replacement/repairs/remedies.

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

c) The Company shall supply the following materials free of cost to the Contractor for permanent installation in the pipeline.

- i)** All Valves and Pipe Fittings.
- ii)** Line pipe.

15.0 DRAWING TO BE SUPPLIED BY THE COMPANY IF Available

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

b) The Contractor shall be bound to go through all the supplied drawings thoroughly and carefully in conjunction with all other connected drawings and bring to the notice of the Company's Representative(s) discrepancies if any, therein before actually carrying out the works. Copies of all detailed working drawings relating to works shall be kept at the Contractor's office on the site and shall be made available to the Company's Representative(s) at any time during the contract. The drawing shall be returned to the Company on completion of the works.

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

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

b) All materials procured should meet the specifications given in the tender document. The Engineer-in-Charge may, at his discretion, ask for samples and test certificates for any batch of any materials procured. Before procuring, the Contractor should get the approval of Engineer-in-Charge/Site-in-Charge for any materials to be used for the works.

c) Supplier certificate/invoice shall be submitted for all materials supplied by the Contractor. If, however, in the opinion of the Engineer-in-Charge/Site-in-Charge any tests are required to be conducted on the material supplied by the contractor, these will be arranged by the Contractor promptly at his own cost.

d) The Company shall have a first lien on all plant and machinery brought or caused to be brought by the Contractor for all payments by the Contractor to the Company under this contract with our prejudice to the right of recovery in any other manner as provided in this contract or otherwise.

e) Electricity, water, accommodation etc. for Contractors men will not be provided by the Company. These are to be arranged by the Contractor itself. Further, electrical power required for construction works shall also be arranged by the contractor.

f) No transport for transfer of Contractors men & material will be provided by the Company.

17.0 THE CONTRACTOR'S EMPLOYEES

a) The Contractor shall perform the works in a workmanlike manner with qualified, competent, careful and efficient workmen in strict conformity with the provisions in this contract. The Company's Representative(s) will have the right to remove from the works any employee of the Contractor who, in the opinion of the Company's Representative(s), may be incompetent, careless or not qualified to perform the works assigned to him.

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

18.0 SERVICES/EQUIPMENT PROVIDED BY THE COMPANY

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

19.0 REPORTING PROGRESS OF WORK

The Contractor shall furnish to the Company daily Progress Reports along with applicable drawings indicating all details of the construction. Further, the Contractor shall submit to the Company the 'As Built Drawing' of the pipe lines after completion of the construction job.

20.0 THIRD PARTY INSPECTION AGENCY AND THEIR SCOPE OF WORK

a) The Contractor shall arrange suitable, proven, resourceful and experienced Inspection Agency at his cost that shall have to be approved by the Company before starting of works. Past experience of the THIRD PARTY INSPECTION AGENCY in the specific inspection work shall be submitted to the Company for approval prior to engagement of such party.

b) Scope of works of the THIRD PARTY INSPECTION AGENCY shall be as follows.

i. Witness and approve Welding Procedure and Welders Qualification test as per relevant code and issue certificates of acceptability.

- ii. Carry out radiography of weld joints for Welder Qualification as per relevant code/ standards and issue certificates of acceptability.
 - iii. The Third Party Inspection Agency must have qualified radiographer having valid certificate along with Radiographic Camera and Radio isotopes approved by statutory agencies. Documentary evidence in support of the same is to be furnished to the Company.
 - iv. Details of the equipment owned by the Third Party Inspection Agency and/or proposed to hire for the job like Radiographic Camera, Holiday Detector etc. are to be submitted to the Company.
- c) Destructive test of weld joints for welder qualification Test as per API 1104 shall be done in a Government approved test laboratory.

21.0 SAFETY OF EXISTING LINES

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

22.0 CONSTRUCTIONAL DRAWINGS/EXHIBITS

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

- 1 Route map of the pipelines
- 2 Cased crossing for Rail/Embankment
- 3 Cased crossing for Road

23.0 SURPLUS PERMANENT MATERIALS

All surplus permanent materials shall be collected and transported by the Contractor to the Company's depots/yards as directed by the Company's Representative(s) under 'Material Custody Transfer Note'.

24.0 PROTECTION OF PROPERTY AND EXISTING FACILITIES

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

24.2 The Contractor shall take sufficient care in moving his plants, equipments and materials from one place to another so that they do not cause any damage to any person

or to the property of Company or any third party including overhead and underground cables and in the event of any damage resulting to the property of Company or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by Company or ascertained or demanded by the third party shall be borne by the Contractor.

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

25.0 PERFORMANCE OF WORK

25.1 The Contractor shall submit reports to the Company's Representative/EIC (Engineer in Charge) detailing progress of different operations as per the scope of the work. The Company, at its option may change the periodicity of such reports. In addition, the Contractor shall submit the complete job report (with all pertinent details to serve permanent record) within 15 (Fifteen) days from the date of completion of each individual job. The manner and the speed of execution and maintenance of the operations are to be conducted in a manner to the satisfaction of the Company's Representative. Should the rate of progress of the operations or any part of them is at any time too slow in the opinion of the Company's Representative, (to ensure completion of the operations within schedule) the Company's Representative may so notify the Contractor in writing. The Contractor shall reply to the written notice giving details of the measures, which the Contractor proposes to take to expedite the operations. If no satisfactory reply to the Company's notice is received in seven days, the Company shall be free to take necessary actions as deem to be fit.

26.0 PERMITS & CERTIFICATES

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

27.0 COMPLETION CERTIFICATE

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

28.0 CONTRACTOR TO INDEMNIFY THE COMPANY

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

29.0 CONTRACT PRICE AND PAYMENT**29.1 CONTRACT PRICE**

i) The total price quoted by the successful bidder in Bid form, in his bid with additions and deletions as may have been agreed before issue of Letter of Award, for the entire WORKS covered and in accordance with all terms, conditions, stipulations, specifications, requirements and other contents of contract as accepted by the Company and incorporated in to the contract as accepted by the Company, shall be treated as the contract price. Wherever it is mentioned in the specifications that the Contractor shall perform certain works or provide certain facilities, it is understood that the Contractor shall do so at his cost and the Contract Price shall be deemed to have included cost of such performances and provisions, so mentioned.

ii) The Contract price shall remain firm and fixed till the issue of completion certificate and shall not be subjected to escalation on any account whatsoever and shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over works to the Company by the Contractor. The Contract Price shall hence always be deemed to include any likely future increase in statutory duties and levies on material supplied or any likely future increase in rates of compensation payable to labour whether statutory or otherwise. No claim shall be entertained on the aforesaid account for any reason whatsoever, except to the extent expressly agreed by the Company under this agreement.

iii) The Contract Price shall be deemed interalia to include and cover the cost of all temporary works, materials, labour, insurance, etc. to be supplied by contractor as per contract and the execution of works or any portion thereof finished, complete in every respect and maintained as shown or described in the Contract Document or as may be ordered in writing during the continuance of contract.

iv) The Contract Price shall include and cover the cost of royalties and fees for all equipment, protected by letters, patent or otherwise incorporated in or used in connection with works, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for works. The Contractor shall indemnify the Company against all actions, proceedings, claims, damages, cost and expenses arising from the incorporation in or use on WORKS of any such equipment, articles, processes or materials.

30.0 SUB-CONTRACTING

30.1 If the Contractor desires to engage Sub-Contractor(s) for any part(s) of work (to be agreed by the Company) under this contract, they may do so by applying to the Company and obtaining prior written approval of the Company.

31.0 INTERPRETATION OF CONTRACT DOCUMENT

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

32.0 EXECUTION OF WORK FOR TIMELY COMPLETION

32.1 All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory details, drawings, specifications and instructions as may be furnished from time to time to the Contractor by the Company's Representative/Engineer-in-Charge/Site-in-Charge, whether mentioned in the Contract or not. The Contractor shall be responsible for ensuring that works throughout are executed in the most proper and workmen like manner with the quality of material and workmanship in strict accordance with the specifications and to the entire satisfaction of the Company's Representative/Engineer-in-Charge/Site-in-Charge.

32.2 The completion of work may entail working in monsoon also. The Contractor must maintain the necessary work force as may be required during monsoon and plan to execute the job in such a way the entire project is completed within the contracted time schedule. No extra charges shall be payable for such work during monsoon. It shall be the responsibility of the Contractor to keep the construction work site free from water during and off the monsoon period at his own cost and expenses.

32.3 For working on Sunday/Holidays, the contractor shall obtain the necessary permission from Engineer In-charge/Site In-charge in advance. The contractor shall be permitted to work beyond the normal hours with prior approval of Company's Representative/Engineer-in-Charge/Site-in-Charge and the Contractor's quoted rate shall be inclusive of all such extended hours of working and no extra amount shall be payable by the Company (OIL) on this account.

33.0 EXTENSION OF TIME

33.1 If the Contractor does not complete the work within the contractual period he may apply in writing to the Company before two months of the period of expiry of the contract stating therein in detail, the reasons on which extension is requested and the period of extension the Contractor so desires. The Company on its part shall consider the request of the Contractor for such extension of time and shall take a decision after discussion with the Contractor and communicate the same to the Contractor before 30 days of expiry of the contract. The decision of the Company in this regard shall be final and binding.

34.0 SUSPENSION OF WORKS

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

35.0 DAMAGE TO PROPERTY

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

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

GENERAL SPECIFICATIONS AND INSTRUCTIONS

- 1.** The contractor shall follow strictly the various norms of API 1104/ANSI B31.4 and B31.8 and other relevant codes for performing all the operations under this contract.
- 2.** Pipes, valves & fittings, paints, casing pipes, coating & wrapping materials, water for hydraulic testing will be supplied by OIL. Only source of water will be provided by OIL, other arrangement shall be made by the Contractor.
- 3.** Security of the Company's materials once supplied to the contractor will be his responsibility till these are handed over again to the Company after completion of the job. Necessary amount will be recovered from contractor if materials are lost due to theft or any other reason during contractor's custody.
- 4.** All the safety measures are to be taken and followed strictly as per Company's rules and as per OMR-1984. Contractor will have to provide safety appliances and protective gears to his personnel during work.
- 5.** The job of pipe line construction shall be executed adhering to the relevant OISD codes and strict compliance with applicable regulations enforced by the State Pollution Control Board of Assam.
- 6.** The contractor shall have suitable cold Bending Machine to make cold bends without deformity with maximum recommended curvature as per ANSI/API specifications.

- 7.** No extra payment will be made for general grading of ROW and removal of small jungle/trees/bamboo.
- 8.** Before starting the job, the contractor shall submit the list of competent skilled persons with valid certificate who will carry out the job as per specification. If Company desires, the competent persons of the contractor will have to pass necessary tests conducted by the Company.
- 9.** The jobs under this contract will be carried out at different locations of the Company's field areas. Quantity of items to be done will vary from place to place and minimum quantity at any place may be 1 (one) unit of particular item or all the items under the contract.
- 10.** The job under this contract are not of continuous nature and will be done as and when required. Hence during currency of the contract, work volumes will vary from time to time and there may not be work at certain period of time.
- 11.** The contractor shall have some Office at Duliajan for day-to-day communication with the Department during currency of the contract.
- 12.** The contractor shall have the capability to mobilize within 1 (one) week after issue of acceptance letter of intent.
- 13.** Being an emergency job, the contractor shall be prepared to work round the clock including Sundays & Holidays.
- 14.** During any operation under this contract, the contractor shall take necessary action to collect crude oil, condensate etc. in drums and transfer to places as directed. Area must be cleaned in thoroughly from oil/condensate spillage. Contractor will be held responsible for any damage due to pollution arising out of oil/condensate spillage due to contractor's fault.
- 15.** Services like electricity, water for contractor's man, accommodation & transportation of man & material etc. will not generally be provided by the Company. If it is found justified by the Company to provide the same it will be on chargeable basis.
- 16.** All statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by the contractor and the amount of the contract specified in the contract is inclusive of all the tax liabilities.

GENERAL HEALTH, SAFETY AND ENVIRONMENT (HSE) INSTRUCTIONS

- 1.** It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.
- 2.** Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective

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

- 3.** The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation/operations to be done by the contractor and how it is to be managed.
- 4.** The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
- 5.** Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
- 6.** Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
- 7.** All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.
- 8.** The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
- 9.** The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
- 10.** It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by Company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.

- 11.** Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- 12.** Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 13.** The contractor shall have to report all incidents including near miss to Installation Manager/departmental representative of the concerned department of OIL.
- 14.** The contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- 15.** If the company arranges any safety class/training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
- 16.** The health check up of Contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- 17.** To arrange daily tool box meeting and regular site safety meetings and maintain records.
- 18.** Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
- 19.** A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
- 20.** A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 21.** Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
- 22.** In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/ Rules/Regulations.
- 23.** When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE measures company will have the right to direct the contractor to cease work until the non-compliance is corrected.

- 24.** The contractor should prevent the frequent change of his contractual employees as far as practicable.
- 25.** The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
- 26.** For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/pertaining to Health, Safety and Environment.

TERMS OF REFERENCE

1 Transportation materials to site

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

- a** Same as above but within 20 Km.
- b** Same as above but beyond 20 Km.

2 Qualification of Welders

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

3 Welding of Pipe Joint

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

- a** Same as above but for 50mm NB.
- b** Same as above but for 100mm NB X46.

4 Tie In Joints

"Tie-in-joints pipes by welding in the trenches. All equipment and accessories for Tie-in will be arranged by the contractor. Tie-in-joints will be allowed only after approval of

Company's Engineer when continuous works cannot be carried out due to abnormal site conditions or situations."

- a Same as above but for 100mm NB X-46, 7.14 mm WT.

5 Excavation of Earth normal soil

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

6 Excavation of Earth hard soil

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

7 Lowering the Pipes

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

8 Backfilling the Trench

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

9 Road crossing with casing by boring

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

10 Open cut cased road crossing

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

11 Hook up

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

- a** Same as above but for 50mm NB.
- b** Same as above but for 100mm NB.

12 Mobilisation and Demobilisation

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

13 Earth Filling

Earth filing and compacting of Indirect Heater area at different locations. Contractor has to arrange of earth at his own cost and fill up and grade it as per direction of the Engineer in charge. Payment will be made as per the volume of earth.

14 Casting CC Foundation

Casting of CC foundation...Casting of R.C.C. foundation block for Indirect Heater Units (Ratio 1:2:4) (All materials for making the R.C.C. foundation such as cement (ISI mark), sand, broken stone etc. shall be supplied by contractor. The cost includes transportation and all necessary tools to carry out the job.

15 Installation of Hand Tubewell

Supply and sinking Hand Tube well including supplying of all materials. The Tubewell head shall have with over head pumping provision to replenish Indirect Heater. Necessary piping arrangement to be carried out for the above without any extra cost to company. The pipes required for the water connection from the tube well to the heater to be supplied by the company.

16 Fabrication and Erection of Security Ghumti

Fabrication and erection of Security Ghumti of size 2400mm x 1800mm. The Ghumti roof and side wall shall be of CGI sheet. The floor of the Ghumti shall be brick soiled. Except posts all materials will be supplied by the Contractor.

17 Rig up of Chimney

Rig up/fitting of Chimney and other accessories with the indirect heater. The job shall also include making of all other service piping work, flame arrestor burner assembly etc. including painting.

18 Dismantling of Chimney

Dismantling of chimney, flame arrestor, inlet and outlet connection to indirect heater, connection of water and fuel line, burner assembly. Screwed fittings/mechanical connections like flanged system of various sizes, bends tees etc. that may be necessary prior to shifting of the Indirect Heater to another location.

19 Supply and Erection of Fencing with gate

Supply and erection of Jingle wire periphery fence of 2.40 m high around the installation with gate as per following Specification:

The Jingle wire fence shall be made of low carbon steel 0.50mm thick. The wire fence shall be electro galvanized to 7-10 microns thickness. The Suitable posts shall be provided 2400mm apart. At least one gate of size 1000mm x 2400mm in one pieces with 50 x 50 x 5 mm iron angle including diagonals on the gate panel fitted. The gate shall be fitted with X-PM sheet. Posts of the fencing shall be grouted by CC Work. Necessary pipes & angles for gate will be provided by the Company for grouting of posts at an interval of 2.40 m approx.

20 Welding of Misc Jobs

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

21 Installation of Valves

"Installation of supplied valves like Gate/Check/Ball/Plug/Globe/Control Valves etc. of different sizes on pipeline laid over ground/overhead/all elevation whenever required with proper gaskets, studs/bolts & nuts in both sides as per the instruction of site Engineer. No tension on existing piping shall be allowed during installation. Per Job Per Inch Dia.
Example: 6" 2 Nos. valve = 6X2= 12, 8" 3 Nos. valve= 8X3= 24."

To
CGM-CONTRACT
OIL INDIA LIMITED
DULIAJAN-786602

SUB: SAFETY MEASURES

DESCRIPTION OF SERVICE:

HIRING OF SERVICES FOR INSTALLATION OF INDIRECT HEATER INCLUDING FABRICATION AND HOOKING UP OF FLOWLINE MANIFOLD WITH THE HEATER. LAYING OF 100MM NB FLOWLINES AND 50MM NB FUEL LINES TO THE HEATERS AT DIFFERENT LOCATIONS OF OIL'S OPERATIONAL AREAS.

Sir,

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

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

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

i) _____

ii) _____

iii) _____

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

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

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

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

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

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

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS

- 1.** It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.
- 2.** Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- 3.** The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation/operations to be done by the contractor and how it is to be managed.
- 4.** The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
- 5.** Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
- 6.** Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
- 7.** All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.
- 8.** The contractor shall submit to DGMS returns indicating- Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

- 9.** The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
- 10.** It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.
- 11.** Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- 12.** Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 13.** The contractor shall have to report all incidents including near miss to Installation Manager/departmental representative of the concerned department of OIL.
- 14.** The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- 15.** If the company arranges any safety class/training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
- 16.** The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- 17.** To arrange daily tool box meeting and regular site safety meetings and maintain records.
- 18.** Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
- 19.** A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
- 20.** A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 21.** Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.

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

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

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

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

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

(Seal)

Yours Faithfully

Date_____

M/s_____

FOR & ON BEHALF OF CONTRACTOR

To
CGM-CONTRACT
OIL INDIA LIMITED
DULIAJAN-786602

SUB: SAFETY MEASURES

DESCRIPTION OF SERVICE:

HIRING OF SERVICES FOR INSTALLATION OF INDIRECT HEATER INCLUDING FABRICATION AND HOOKING UP OF FLOWLINE MANIFOLD WITH THE HEATER. LAYING OF 100MM NB FLOWLINES AND 50MM NB FUEL LINES TO THE HEATERS AT DIFFERENT LOCATIONS OF OIL'S OPERATIONAL AREAS.

Sir,

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

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

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

i) _____

ii) _____

iii) _____

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

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

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

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

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

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

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS

- 1.** It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.
- 2.** Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- 3.** The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation/operations to be done by the contractor and how it is to be managed.
- 4.** The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
- 5.** Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
- 6.** Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
- 7.** All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.
- 8.** The contractor shall submit to DGMS returns indicating- Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

- 9.** The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
- 10.** It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.
- 11.** Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- 12.** Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 13.** The contractor shall have to report all incidents including near miss to Installation Manager/departmental representative of the concerned department of OIL.
- 14.** The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- 15.** If the company arranges any safety class/training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
- 16.** The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- 17.** To arrange daily tool box meeting and regular site safety meetings and maintain records.
- 18.** Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
- 19.** A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
- 20.** A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 21.** Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.

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

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

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

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

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

(Seal)

Yours Faithfully

Date_____

M/s_____

FOR & ON BEHALF OF CONTRACTOR

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for 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 subcontractors/sub-vendors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section: 8 - External Independent Monitor/Monitors

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

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.

BID FORM

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

Sub: IFB No. CDO6056P18

Gentlemen,

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

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 10% of contract value 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 _____ 2017.

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
CGM (CONTRACTS)
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India**

Sir,

SUB: OIL's IFB No. CDO6056P18

I/We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB No. **CDO6056P18** for **Installation of Indirect Heater including Fabrication and Hooking up of Flowline Manifold with the Heater. Laying of 100mm NB Flowlines and 50mm NB Fuel Lines to the Heaters at different locations of OIL'S Operational Areas.**

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA LETTER OF AUTHORITY

**TO
CGM-CONTRACTS
Contracts Department
P.O. DULIAJAN PIN-786602
Dist. Dibrugarh, Assam
India**

Dear Sir,

SUB: OIL's IFB No. CDO6056P18

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. **CDO6056P18** for **Installation of Indirect Heater including Fabrication and Hooking up of Flowline Manifold with the Heater. Laying of 100mm NB Flowlines and 50mm NB Fuel Lines to the Heaters at different locations of OIL'S Operational Areas** 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 must ensure the following:

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

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

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602.

**[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
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 (Name of Contract and Brief Description of the Work) _____ (hereinafter called "the Contract").

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

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

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

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 must ensure the following:

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

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

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602.

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s
(Name of the Bidder) for the last three (03) 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. :

Enclosure-B**Proforma of Bank Guarantee towards Purchase Preference – Local Content**

Ref. No. _____ Bank Guarantee No. _____

Dated _____

To,

Oil India Limited

India

Dear Sirs,

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

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any/all money to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is

discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

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

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

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

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

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

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

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

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

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

WITNESS NO.1

(Signature)
Full name and official address
(in legible letters)
Stamp

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

WITNESS NO.2

Attorney as per power of
Attorney No. _____
Dated _____

(Signature)
Full name and official address
(in legible letters)
Stamp

THESE CHECK LISTS MUST BE COMPLETED AND RETURNED WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. BIDDER TO INDICATE RELEVANT PAGE NO. OF THEIR BID TO SUPPORT THE REMARKS/COMPLIANCE IN ALL THE CHECK LISTS.

(A) BEC/BRC Compliance Check list:

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/compliance	Vendors' Deviation/Remarks
			Yes	No		
1.0	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. 39,56,000.00 (Rupees Thirty Nine Lakhs Fifty Six Thousand only).				
	1.1.2	Net worth of the bidder must be Positive for the preceding financial/accounting year.				
2.0		Notes to BEC Clause 1.1 above: a. For proof of Annual Turnover & Net worth, any one of the following documents/photocopies must be submitted along with the bid: (i) Audited Balance Sheet along with Profit & Loss account. OR (ii) A certificate issued by a practicing Chartered 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, he has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year _____ has actually not been audited so far'.				
3.0	1.2	Technical Criteria				

	1.2.1	The bidder must have experience of at least 01 (one) SIMILAR work of minimum value of Rs. 39,56,000.00 (Rupees Thirty Nine Lakhs Fifty Six Thousand only) under single Contract in previous 07 (seven) years to be reckoned from the original bid closing date with PSUs/Central/State Govt.				
4.0		<u>Notes to BEC Clause 1.2 above:</u>				
	a	"SIMILAR" nature of work mentioned in 1.2.1 means: "Construction of Crude Oil/Gas transportation welded pipe lines conforming to ANSI B31.4/31.8/31.3 as per applicable and relevant codes/standards) or Installation of indirect heaters or installation of equipments for Oil and Gas Installations."				
	b	If the prospective bidder has executed contract in which similar work is a component then such experience will also be taken into consideration provided that the bidder submits the breakup (value/quantity) of similar work executed and certified by the end user.				
	c	If the prospective bidder is executing SIMILAR work which is still running and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate issued by end user.				
	d	In case the start date of the requisite experience is beyond the prescribed 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 then such experience will also be taken into consideration provided that the bidder has submitted a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number) indicating the contract value/quantity executed under SIMILAR work within the prescribed period of 07 (seven) years reckoned from the original bid closing date.				
	e	For proof of requisite work experience, copies of Purchase Order/Contract documents/Work order showing details of experience supported with Completion Certificate issued by PSUs/Govt. organisation/Public limited companies in previous 7(seven) years reckoned from the original bid closing date, confirming the following:				

		a. Gross value - if the bidder quotes on the strength of “value of job done” Or Quantum of the job - if the bidder quotes on the strength of “quantum of job done”. b. Nature of Job done. c. Contract period/Contract start and completion date.				
	f	SIMILAR work executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.				
5.0	1.3	Prices shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.				
6.0	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.				
7.0	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.				
8.0	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.				
9.0	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.				
10.0	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.				
11.0	1.9	In case of identical overall lowest offered rate by more than 01 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.				
12.0	1.11	1.11 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT)				

		<u>(PP-LC)</u> 1.11.1 Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG shall be applicable in this tender. (http://petroleum.nic.in/policy-provide-purchase-preference-linked-local-content-pp-lc-all-psus). 1.11.2 Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified all clauses under clause No. 22 of ITB and shall have to submit all undertakings/documents applicable for this policy.				
13.0	1.12	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).				
14.0	1.13	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.				
15.0	1.14	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.				
16.0	1.15	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.				
17.0	1.16	Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.				
18.0	2.0	<u>BID REJECTION CRITERIA (BRC)</u>				
	2.1	The bids are to be submitted in single stage under 02 (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. Bid made by parties who have not submitted the requisite tender fees will be rejected.				
2.5		Any bid received in the form of Physical document/Telex/Cable/Fax/E-mail will not be accepted.				
2.6		Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.				
2.7		Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.				
2.8		Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.				
2.9		Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's E-Tender Portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Un-priced Techno-Commercial Bid as per tender requirement 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	<u>GENERAL</u>				
	3.1	In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BRC.				
	3.2	To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under				

		BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.				
	3.3	If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, the clauses in the BRC shall prevail.				
	3.4	Bidders should note that the documents/information submitted by the bidder(s) against the tender are presumed to be genuine, authentic and true copy of the originals. However, in case at any stage of tendering process or during execution of the contract or after expiry of contract, if it is detected that bidder has submitted forged or fabricated documents or furnish false information towards fulfilment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/ terminate the contract, as the case may be and forfeit EMD/SD submitted by the bidder. Besides, the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.				
	3.5	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.				
	3.6	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.				
	3.7	The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.				