



**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](mailto:contracts@oilindia.in)**  
**Website: [www.oil-india.com](http://www.oil-india.com)**  
**FAX: (91) 374-2803549**

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### **FORWARDING LETTER**

**Sub: IFB No. CDO8339P19 – Hiring the Services for Gas Pipeline Pigging in OIL’s operational area in the state of Assam.**

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 COMPOSITE BID SYSTEM** through OIL’s E-Procurement Portal: <https://etender.srm.oilindia.in/irj/portal> for ‘**Hiring the Services for Gas Pipeline Pigging in OIL’s operational area in the state of Assam**’. 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.	:	<b>CDO8339P19</b>
(ii)	Type of Bid	:	Open E-Tender, Single Stage-Composite Bid System.
(iii)	Tender Fee	:	<b>Rs. 1000.00/-</b> (Rupees One Thousand only) (non-refundable).  <b>a.</b> Tender fee should be paid <b>only</b> through the payment gateway available on OIL’s E-Tender Portal. No other mode of payment shall be accepted.  <b>b.</b> Bidders claiming waiver of tender fees shall apply to Contracts Department, Oil India Limited, Duliajan with documentary evidence as mentioned in <b>Para. No. 4.0</b> below, before <b>07 (Seven)</b> days of bid closing date.
(iv)	Period of Sale of Bid Document	:	As mentioned in the E-Procurement Portal.

(v)	Bid Closing Date & Time	:	As mentioned in the E-Procurement Portal.
(vi)	Technical Bid Opening Date & Time	:	As mentioned in the E-Procurement Portal.
(vii)	Price Bid Opening Date & Time	:	As mentioned in the E-Procurement Portal.
(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	:	90 (Ninety) days from Original Bid Closing Date.
(xi)	Mobilization Time	:	Within 07 (Seven) days from issue of Work Order.
(xii)	Bid Security/EMD Amount	:	<p><b>Rs. 33,600.00</b> (Rupees Thirty Three Thousand Six Hundred only).</p> <p><b>a.</b> The Bid Security should be submitted only in the form of Bank Guarantee as per BG format enclosed herewith <b>(Proforma-V)</b> issued by Nationalized/Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN.</p> <p><b>b.</b> Alternately, Bid Security can also be paid through the online payment gateway against this tender.</p> <p><b>c.</b> 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 <b>CGM-CONTRACTS</b> on or before <b>12.45 PM (IST)</b> on the bid closing/opening date otherwise bid will be rejected.</p> <p><b>d.</b> A scanned copy of Bid Security document should also be uploaded along with the Un-priced Techno-Commercial Bid documents.</p> <p><b>e.</b> 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 <b>Clause No. 9.0</b> below. Bids without Bid Security Deposit in the manner specified above will be summarily rejected.</p> <p>No other mode of payment will be accepted by the Company. The Bid Security shall not earn any interest to the bidder from the Company.</p>

		<p><b>Notes:</b></p> <p>Bidders claiming waiver of Bid Security shall apply to Contracts Department, Oil India Limited, Duliajan with documentary evidence as mentioned in <b>Para. No. 4.0</b> below before <b>07 (Seven)</b> days of bid closing date.</p> <p>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.</p>
(xiii)	Bid Security/EMD Validity	: As mentioned in the E-Procurement Portal. (Minimum 120 days from the original date of opening of Bid).
(xiv)	Original Bid Security to be submitted	: Office of CGM-CONTRACTS, CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786602, INDIA
(xv)	Amount of Performance Security	: 7.5% of Contract value. (Initial security deposit along with acceptance of contract is to be deposited for 2.5% and remaining 5% is to be recovered from running account bill).
		<p><b>a.</b> Bidders can submit performance Security in the form of Bank Guarantee from any Scheduled Indian Bank as per BG format enclosed herewith <b>(Proforma-VII)</b>.</p> <p><b>b.</b> Performance Security Money shall not earn any interest.</p>
(xvi)	Validity of Performance Security	: 90 (Ninety) days beyond contract period/duration.
(xvii)	Location of job	: OG&P Department
(xviii)	Duration of the Contract	: 06 (Six) months.
(xix)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	: <b>Refer clause No. 28</b> of General Conditions of Contract.
(xx)	Bids to be addressed to	: CGM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xxi)	Pre-Bid conference	: Not Applicable
(xxii)	Last Date of receipt of Queries	: Not Applicable

**Note:**

The Bank Guarantee issuing bank branch shall ensure the following:

- a) 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.

- b) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be applicable.

**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 mandatory required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change 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. In case of loss of the certificate, OIL INDIA LTD. is not responsible.

The authenticity of above digital signature shall be verified through authorized CA after bid opening. 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](mailto: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](http://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 fee, 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 are 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 COMPOSITE 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~~ - **Not Applicable**

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~~, Part-VI/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 The CGM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602.

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

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

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

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

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

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

**13.0** The 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.

**14.0** 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.

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



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

**17.0 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.

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

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

**20.0 ERRING/DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6<sup>th</sup> January, 2017 available in OIL's website: [www.oil-india.com](http://www.oil-india.com).

## **21.0 SCREEN SHOTS**

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.

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

Thanking you,  
Yours faithfully,  
**OIL INDIA LIMITED**

(**UPASANA MALAKAR**)  
**SENIOR CONTRACTS OFFICER (OPERATIONS)**

For **CGM (CONTRACTS)**

**Date: 26.06.2018**

For **RESIDENT CHIEF EXECUTIVE**

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

**IFB NO. CDO8339P19**

**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 [Not applicable for this Tender]**
- 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 and 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 official and notarized 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 p.m. (IST) on the bid closing date failing which the bid shall be rejected.**
- (vi) Any other document as per tender requirement (scanned copy). Hard copy(s) of the same, if called for in the tender, should be sent separately to reach on or before **12.45 p.m. (IST) on the bid closing date failing which the bid shall be rejected.**
- (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 **90 (Ninety) 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/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 a.m. (IST) (Server Time) on the Bid Closing date** mentioned in the Forwarding Letter. Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid except in condition mentioned in clause 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 p.m. (IST) on the bid closing date**. Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

**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 bid. But no changes or withdrawal would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

**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 debar 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 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 only the techno-commercially acceptable Bidders will be opened. The opening Date and Time will be intimated to the techno-commercially qualified Bidders in due course. Price bids will be opened in the same procedure as mentioned in Para 13.1.1 above.

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

**13.3** Bids which have been withdrawn pursuant to Clause 11.0 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 substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation

would affect unfairly the competitive position of other bidders presenting substantial responsive bids. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

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

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

**14.0 EVALUATION AND COMPARISON OF BIDS:**

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

**14.2** 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 90 (Ninety) days 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 90 (Ninety) days of satisfactory completion of works/defect liability period (if any) under the contract (including extension, if any), but part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

**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](http://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 **35%**.

**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. 35% (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. CDO8339P19.”***

**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. 35% (to be filled by the work center as notified at Enclosure I of the policy) quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against OIL tender No. CDO8339P19 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 Attachment”** 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 split able/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. (Available in <http://oil-india.com/PDF/Circular%20dt%2027062017-PPLC.pdf>).

**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 generally to the specifications and terms and conditions given in the Tender Documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the Techno-Commercial 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. 5,03,800.00 (Rupees Five Lakh Three Thousand Eight Hundred 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 \_\_\_\_\_ have actually not been audited so far'.
- c.** In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their

certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

## **1.2 TECHNICAL CRITERIA**

**1.2.1** The bidder shall have experience in successfully executing/completing at least one 'SIMILAR' nature of job(s) continuously of minimum **Rs. 8,39,700.00 (Rupees Eight Lakh Thirty Nine Thousand Seven Hundred only)** under single contract in PSU's/Central Govt./State Govt./Central Govt. Enterprises/State Govt. Enterprises /Exploration and Production Company in previous 07 (Seven) years reckoned from the original bid closing date.

OR

The Bidder must have an experience of at least 01 (One) SIMILAR WORK of minimum length 44.3 Kilometres under single Contract in PSU's/Central Govt./State Govt./Central Govt. Enterprises/State Govt. Enterprises/Exploration and Production Company in previous 07 (Seven) years reckoned from the original bid closing date.

### **Notes to BEC Clause 1.2.1 above:**

- a. "Similar work" mentioned in Paras-1.2.1 above means:
  - i. Construction and/or Piggings of minimum 300mm OD pipeline constructed and operated as per applicable and relevant codes/standards" in PSU(s)/Central Govt./State Govt./Central Govt. Enterprises/State Govt. Enterprises/Exploration and Production Company.
- b. Documentary evidence in support of experience must be submitted along with the Un-Priced Techno-Commercial Bid. The documentary evidence must be in the form of copies (self-attested/attested) of **Job Completion certificate/Gross Payment Certificate along with contract copy/work order/LOA etc.** as applicable showing:
  - 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.

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

- c. Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause Nos. 1.2.1 will only be treated as acceptable experience.
- d. Following work experience will also be taken into consideration:
  - i. If the prospective bidder has executed contract in which similar work is also a component of the contract.



- ii. 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.
- iii. If 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.

Proof of work experience against Para **d.** above, to satisfy a. similar work b. Minimum prescribed Value/Qty c. Prescribed period of 07 years, to be submitted as below:

- i. If the requisite experience is against OIL's Contract: Bidder must submit the breakup of similar work and its value/quantity mentioning SES No. and copies of all relevant SES.
  - ii. If the requisite experience is **NOT** against OIL's Contract: Bidder must submit the breakup of similar work and its value/quantity executed within the prescribed period of 07 (seven) years reckoned from the original bid closing date. The breakup must be certified by the end user or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).
- e.** SIMILAR work executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.
- f.** Bids submitted for part of the work will be rejected. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover, Net worth and Work experience as mentioned in Para 1.1.1, 1.1.2, 1.2.

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

**1.7** The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.

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

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

**1.10 PURCHASE PREFERENCE CLAUSE:** Purchase Preference to Micro and Small Enterprises registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:

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

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

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

**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 Composite 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.

**2.12** Bid received with validity of offer less than 90 (Ninety) days from the original date of Technical Bid opening will be rejected.

### **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 to 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 fulfillment 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](http://www.oil-india.com)**DESCRIPTION OF WORK/SERVICES:****Hiring the Services for Gas Pipeline Pigging in OIL's operational area in the state of Assam.****GENERAL CONDITIONS OF CONTRACT (GCC)****A. DEFINITIONS:**

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

- (a) **"The Contract"** means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) **"The Contract Price"** means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) **"The Work"** means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) **"Company"** or **"OIL"** means Oil India Limited;
- (e) **"Contractor"** means the Contractor performing the work under this Contract.
- (f) **"Contractor's Personnel"** means the personnel to be provided by the Contractor to provide services as per the contract.
- (g) **"Company's Personnel"** means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (h) **"Gross Negligence"** means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- (i) **"Willful Misconduct"** means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

**WITNESSETH:**

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

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 **06 (Six) months** from the commencement of the same i.e. after completion of mobilization. The Contractor must complete the work as mentioned in PART – III (SPECIAL CONDITIONS OF CONTRACT: SCC) within the contract period. In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and/or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

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



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

On account payment may be made, not often than monthly, up to the amount of **95%** 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 license at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.

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

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

**14.0** The Contractor shall deploy local persons in all works.

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

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

**17.0 GENERAL OBLIGATIONS OF COMPANY:**

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

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

**18.0 SPECIAL CONDITIONS:**

- a) The amount of retention money shall be released after 06 (six) months from the date of issue of completion certificate from concerned department.
- b) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.

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

## **19.0 ARBITRATION:**

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

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

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

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

- c) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
- d) Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.

- e) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- f) Parties agree that neither shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- g) The arbitral tribunal shall make and publish the award within time stipulated as under:

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

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

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

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

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The

Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

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

## **20.0 FORCE MAJEURE:**

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

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

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

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

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

## **21.0 TERMINATION:**

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

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

**21.3 TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or

makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

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

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

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

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

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

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

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

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

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

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

**25.0 SET OFF CLAUSE:**

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

**26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

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

**27.0 PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES:**

Action against erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be as per OIL's Banning Policy dated 6<sup>th</sup> January, 2017 available in OIL's website [www.oil-india.com](http://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 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:**

**35.1** 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 28.1 to 28.2 above, the COMPANY shall not bear any liability in respect of:

- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor/sub-sub-contractors and Agents etc.
- ii. Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.
- iii. Other taxes & duties including Customs Duty, Excise Duty and Service Tax in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc. of the CONTRACTOR.

**36.5** In order to ascertain the net impact of the revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:

- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and service tax amount.
- ii. Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.

### **37.0 GOODS AND SERVICES TAX:**

#### **37.1 GENERAL REMARKS ON TAXES & DUTIES:**

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

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

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

**37.4** Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service**. However, GST

rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods/Services (Service Provider) only. Supplier of Goods/Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of **GST**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**37.25 Documentation requirement for GST:**

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

Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,

- f) HSN code of goods or Accounting Code of services[SAC];
  - g) Description of goods or services;
  - h) Quantity in case of goods and unit or Unique Quantity Code thereof;
  - i) Total value of supply of goods or services or both;
  - j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
  - k) Rate of tax (IGST, CGST, SGST/UTGST, cess);
  - l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/UTGST, cess);
  - m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
  - n) Address of the delivery where the same is different from the place of supply and
  - o) Signature or digital signature of the supplier or his authorized representative.
- GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner
- a) The original copy being marked as ORIGINAL FOR RECIPIENT;
  - b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
  - c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

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

### **37.26 ANTI-PROFITEERING CLAUSE:**

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

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

### **38.0 WITHHOLDING:**

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

- a) For non-completion of jobs.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.

- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

Withholding will also be effected on account of the following:

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

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

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

**40.0 PERFORMANCE SECURITY:** The Contractor has furnished to Company a Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ for \_\_\_\_\_ (being 2.5% of Contract value) with validity of 03 (Three) months beyond the contract period. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

**DESCRIPTION OF WORK/SERVICE:** Hiring the Services for Gas Pipeline Pigging in OIL's operational area in the state of Assam.

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

<b>Item No.</b>	<b>Description of Services</b>	<b>UOM</b>	<b>Estimated Quantity</b>
10	Pigging 1st run Pigging 1st run including machines tools & tackles as per clause 4.12 & 4.13 of SCC, report generation.	M (Meter)	88,600
20	Pigging 2nd run including pig tracking Pigging 2nd run including pig tracking, machines, tools & tackles as per clause 4.12 & 4.13 of SCC, report generation.	M (Meter)	177,200
30	Pigging 3rd run including pig tracking Pigging 3rd run including pig tracking, machines, tools & tackles as per clause 4.12 & 4.13 of SCC, report generation.	M (Meter)	88,600
40	Setting Out Time Charges Setting Out Time Charges which includes familiarisation with pipeline Route, Installation of pig Tracking points, Setting of pig with electronic tracker unit and dummy run. Other preparations such as checking and servicing of scrapper trap valves, enroute isolation valves, checking and servicing scrapper trap door closures, checking flow arrangement for line liquids to installations etc. Installation of Pig signallers at launching and Receiving barrels.	J (Job)	5
50	Hiring Charge of Electronic Pig Tracker Per day Hiring Charges for Electronic Pig Tracking Device consisting of minimum one transmitter and one receiver unit	D (Days)	180
60	Standby Charges	HR (Hour)	600
70	Supply of 200mm NB Pig 200 mm NB Solid cast hollow shaft polyurethane pig/ HD Foam Pig	NO (Number)	2
80	Supply of 300mm NB Pig 300 mm NB Solid cast hollow shaft polyurethane pig/ HD Foam Pig	NO (Number)	4
90	Supply of 400mm NB Pig 400 mm NB Solid cast hollow shaft polyurethane	NO (Number)	4



	pig/ HD Foam Pig		
100	Supply of 200mm NB Cup Pig Assembly	NO (Number)	1
110	Supply of 200mm NB Pig Driving Cup	NO (Number)	6
120	Supply of 300mm NB Cup Pig Assembly	NO (Number)	2
130	Supply of 300mm NB Pig Driving Cup	NO (Number)	10
140	Supply of 400mm NB Cup Pig Assembly	NO (Number)	2
150	Supply of 400mm NB Pig Driving Cup	NO (Number)	10
160	Gaskets for Scraper Barrels	NO (Number)	30

**1. Tenure of Agreement: 06 (six) months.**

**2. Mobilisation Period: 07 (Seven) days from issue of Work Oder.**

**SCOPE OF WORK AND TECHNICAL SPECIFICATIONS****1.0 GENERAL**

1.1 Description of Work: 'Hire the services of cleaning pigging of 05 (Five) nos. natural gas transportation pipelines of Oil India Limited' detailed in clause 1.2 below with electronic pig locator in the Company's operational area in Dibrugarh and Tinsukia district in Assam.

1.2 The cleaning pigging work under this contract will be carried in the following natural gas transportation pipelines:

<b>Sl.</b>	<b>Name of Pipeline</b>	<b>Size</b>	<b>Pigging Section</b>	<b>Length [Km.]</b>	<b>Year of Commissioning</b>	<b>Pigging History</b>
1	Well# 328 to Kathalguri Forest gate pipeline	400 mm OD	1	6	2008	No Pigging since Commissioning
2	FGGS Kusijan to Savitri Tiniali Distribution line	300 mm OD	1	11	2008	No Pigging since Commissioning
3	Baghjan to CGGS gas pipeline	400 mm OD	1	37	2015	No Pigging since Commissioning
4.	Barekuri EPS to Makum OCS	200 mm OD	1	14.6	2007	No Pigging since Commissioning
5.	Tingkhong to OCS-1 (NHK#296 Well plinth) rich gas pipeline	300 mm OD	1	20	1992	No Pigging since Commissioning

**2.0 OBJECTIVE**

The natural gas pipelines are owned and operated by the Company. The pipelines have not been pigged since commissioning. Objective of the pigging operation is to clean the interior of the pipelines of liquid and solid accumulation and thereby increase the Pipeline-efficiency and effectiveness. Pigging of Pipelines shall have to be done in time-bound manner in such a way that gas-supply is not be affected during the operation.

**3.0 STATUS OF THE PIPELINES**

3.1 The pipelines have not been pigged since commissioning. The pipelines are continuously in operation of transporting wet gas. The Gas Pipelines are laid in pipeline corridors which have other hydrocarbon pipelines running parallel. The pipelines cross highway and railway track, tea plantation area, agricultural land and small water bodies. Operating parameters and technical details of the pipelines are provided in Annexure-I.

3.2 The detailed Scope of Work is detailed in clause 4.0. The Bidder is expected to visit the sites prior to bidding for familiarization and gathering information about the pipelines as well as assess the requirements at pig launcher and receiver stations and understand site conditions. The Company may assist the Bidders during site visit by

deputing personnel if intimated at least 03 (Three) days prior to the proposed date of visit.

3.3 The Company will offer one pipeline at a time for pigging. There will be time gap between pigging of two pipelines, which the Company will try to keep at 05 (Five) days. The Contractor shall complete preparation of pigging a pipeline in 05 (five) days (defined as setting out time in clause no of this section). If the Company is unable to provide a pipeline for the pigging operation in 05 (Five) days due to operational reason, the Contractor shall absorb the cost of any such additional day.

#### **4.0 DETAILED SCOPE OF WORK**

4.1 The scope of work shall broadly be as under:

4.1.1 Supply of Solid Cast Hollow Shaft Polyurethane Pigs/HD Foam Pig, Cup type pigs, spare cups as detailed in Schedule of Quantities/Schedule of Rates (SOQ/SOR) required for the gas pipeline pigging and cleaning works as per sizes of the pipelines with ability to negotiate 1.5D bend. The pigs and accessories shall be supplied as per specification detailed in clause 7.0 of this section.

4.1.2 Mobilisation and Setting out time which shall include shifting of manpower, equipment, tools & tackles to the specific worksite, familiarization with the pipeline route and installation of pig tracking points, installation of pig signallers at the launching and receiving barrels, setting the cup pig with the 'Electronic Pig Tracking unit' and dummy run, checking operability of the scrapper barrel valves and isolation valves in pipeline route and carryout operational maintenance such as greasing, renewal of stuffing box packing etc., checking operability of scrapper trap door closures such as greasing, renewal of gasket, nut-bolts etc., familiarize with arrangements made by the Company for diverting the liquid/oily substances/condensate driven out during pigging to the nearest production installation.

4.1.3 Cleaning Pigging work in each line which shall consist of 02 (Two) pig runs as follows:

1st (First) pig run shall be done with a solid cast hollow shaft polyurethane pig/HD Foam Pig. 2nd (Second) pig run shall be done with a Cup pig capable of negotiating minimum 1.5D bend radius. The Cup pig run shall be done with Electronic Pig Tracking Device by deploying experienced personnel for tracking. The pigging operation shall be carried out as per Standard Operating procedure (SoP) referred to in clause 4.9 and pig tracking shall be done as per Pig Tracking Procedure referred to in clause 4.10.

4.1.4 Starting point of pigging operation of each pipeline shall be the valve of the scrapper launching barrel of the pipeline and the end point shall be the valve of scrapper receiving barrel of the pipeline. Distance run by the pig in one run shall be calculated from the valve of the scrapper launching barrel to the valve of the scrapper receiving barrel of the pipeline. Length of the pipelines are given in clause 1.2 of this section.

4.2 Completion of the Pigging Operation:

Pigging of a pipeline shall be considered as COMPLETE upon achieving 2nd run of pig from end to end i.e. from launching barrel to receiving barrel in one through run. Payment shall be done for COMPLETE pig run in a pipeline in terms of length of pipeline as stated in clause 1.2. The details are explained in clause 4.3.

4.3 As stated in clause 2.0 and 3.0 of this section the pipelines have not been pigged since commissioning. Hence the following situations may arise during the pigging operation:

4.3 a. During the 1st pig run by 'Solid Cast Hollow Shaft Polyurethane Pig/HD Foam Pig' the following situations may occur:

- i. The pig may get damaged inside the pipeline and fail to move forward.
- ii. The pig may get stuck inside a pipeline due to unforeseen obstruction.
- iii. If the pig is not received at the scrapper receiving barrel after sufficient elapse of time from the Expected Time of Arrival (ETA), as decided by the Company, the 2nd pig run shall be commenced with approval of the Company.
- iv. There shall be only one run of the 1st pig and this run shall not be considered for payment individually—ref clause 4.2.

4.3 b. During 2nd pig run with Cup pig coupled with Electronic Pig Tracking Device the following situations may arise:

- i. The 2nd pig stops inside the line due to unforeseen obstruction including the pig stuck in the 1st pig run:

The Contractor shall detect the location of the pig and the Company shall retrieve the pig by cutting open the pipe. For safety of the electronic pig tracker unit the Contractor shall depute his representative to site during the pipeline cutting and restoration work by the Company. After restoration of the pipeline the 2nd pig run shall be resumed from the scrapper launching barrel and tracking shall be done as per approved 'Procedure for Pig Tracking'. This shall be continued till the 2nd pig run is complete from end to end i.e. launching barrel to receiving barrel as stated in 4.2 above.

There may be multiple run of the 2nd pig but sum of the distance travelled in km (length of pipeline) in the final end to end run and the distances travelled in km (length of pipeline L) in the partial runs (Lp) limited to maximum 03 (Three) runs or length of the pipeline in each case whichever is less, shall only be considered for payment (L+ 3Lp or L+L whichever is less).

- ii. If the 2nd pig gets stuck-up and the Contractor fails to detect location of the pig the service is liable to be declared as failure at the discretion of the Company and shall not qualify for payment.

4.3 c. In the event of the 2nd pig getting stuck-up repeatedly (reference 4.3 b. i) and failure to complete an end to end i.e. launching barrel to receiving barrel as stated in 4.2 the Company may call off pigging operation in the pipeline. In such a situation the distances travelled in km (length of pipeline) in the partial runs limited to maximum 03 (Three) runs or length of the pipeline in each case whichever is less, shall only be considered for payment.

4.4 To collect the debris/crude oil/condensate etc. at site (if required) that will be received along with the cleaning pig and hand over to the Company as per direction of the Company.

4.5 To collect of 200 gm of pipeline smug driven out at receiving barrel in sterilized sampling bottle and submit to the Company for analysis.

4.6 On being specifically asked by the Company in writing a 3rd run of pig shall be carried out by the Contractor by a Cup pig capable of negotiating minimum 1.5D bend radius. The Cup pig run shall be done with electronic pig tracking device by deploying experienced personnel for tracking. The 3rd pigging operation shall be carried out as per 4.2 of this section.

4.7 To furnish to the Company report of pigging of each pipeline in format given in Annexure-IV immediately on completion of pigging in the pipeline. Individual report shall be submitted for 1st pig run, 2nd pig run and 3rd pig run.

4.8 Besides the modifications carried out by the Company at pigging stations, if the Contractor requires any other modifications for successful pigging operation, the same shall be intimated to the Company in writing. Company shall carry out the necessary modifications after analysing the requirements.

All facilities/services which the Bidder feels necessary to fulfil the work other than which have been specified in the Bid Document (Clause 4.0 of Scope of Work, responsibility of the Contractor and Responsibility of the Company) shall have to be arranged by the Bidder at no extra cost and time to the Company.

4.9 Standard Operating Procedure: - Refer Annexure-II

4.10 Pig Tracking Procedure:- Refer Annexure-III

4.11 The following Machines, instruments and consumables shall be arranged by the Contractor

- High capacity Air compressor – 1 no on standby mode

Note to 4.11

All the equipment shall be in good operating condition and the Company reserves the right to inspect the equipment and their operation. The Contractor shall immediately replace any machine found to have faulty operation. The Contractor shall also immediately replace a machine on breakdown.

4.12 The Contractor shall supply the following equipment, devices and accessories for the pigging operation:

- Solid cast hollow shaft polyurethane pigs/HD Foam Pig
- Cup Type Pigs
- Polyurethane cups for pigs.
- Gaskets for existing scraper trap door closures.

- Electronic pig locator device with Spare Battery Backup – 1 set

Note to 4.12

The pigs, accessories and bi-directional pig signallers shall be procured by the Contractor from reputed indigenous manufacturer such as M/s VK Vikram/M/s TDW India/M/s VP Engineers/M/s Control Plus Oil & Gas Solution or any other indigenous manufacturers registered with Pigging Products & Services Association. Purchase documents shall be furnished to the Company for acceptance and the Company reserves the right to inspect the items in the manufacturer's plant at Company's cost.

On completion of pigging operation the pigs and unused cups, if any, shall be property of the Company.

The electronic pig tracking device shall be of reputed make with proven track record. One set of electronic pig tracking device shall consist of minimum one transmitter and two receivers. The Contractor shall give demonstration run of the device with participation of the pig tracker team at no extra cost to the Company. Facility for the demonstration shall be provided by the Company. The Company may ask for any number of demonstration runs till satisfied about performance of the pig tracker device and the pig tracker team.

4.13 Tools and Tackles: The following tools & tackles, in adequate nos., shall be mobilized by the Contractor:

- Bolts & Nuts, Fasteners, Pins, Spacers & other similar Mechanical consumables.
- Tools and tackles required for insertion of pigs into launching barrels, pulling out pigs from receiving barrels and for servicing of Pigs.
- Lifting sling suitable for each type of Pig.
- Non-sparking tools to work in the hazardous location.
- Gaskets for scrapper trap.

All the tools and tackles shall be in good operating condition and the Company reserves the right to inspect the tools and tackles and their operation before deployment in the pigging operation. The Contractor shall immediately replace any tool and/or tackle found to have faulty operation. The Contractor shall also immediately replace any tool and/or tackle on breakdown.

## **5.0 BROAD OUTLINE OF ACTIVITIES**

The following activities (but not limited to) are required to be carried out to complete the entire job to the satisfaction of the Company.

### **5.1 Mobilization**

#### **5.1.1 Machine, Pigging equipment, devices and accessories and Tools and Tackles:**

Mobilization shall include procurement of all Machines, Pigging equipment, devices and accessories and Tools and Tackles as detailed in clause 4.11, 4.12, and 4.13 of this section and transportation of the same to work site. Sufficient quantities (for all the

sizes of the pipelines) of Pigs as specified in this document shall be mobilized by the bidder before commencement of the job so that pigging of any of the pipeline detailed in clause 1.0 is in no way held up or delayed due to non-availability of pigging equipment, spares and tools and tackles at site. Bidders are expected to make their own assessment of actual resources required for the pigging operation and mobilize accordingly.

The quantities stated in clause 4.11, 4.12, and 4.13 of this section are only indicative and the Contractor shall arrange for the sufficient quantity of Equipment, consumables, accessories, tools & tackles so as to ensure that in no case the site activities should suffer due to shortage of spares. Mobilization shall be completed within 45 days after issue of LOA

#### 5.1.2 Manpower & Vehicle

The Contractor shall deploy an Authorized Person for day to day coordination of various pigging activities. During cleaning Pigging operations, team with adequate experts, qualified personnel & helpers for launching and receiving shall be deployed by the Contractor along with the tools and tackles. For each pipeline a team comprising of adequate number of qualified and experienced personnel shall be deployed with electronic pig tracking device to track movement of the pig. The Authorized Person shall co-ordinate the activities of pig launching team, pig receiving team and pig tracking team. Apart from the pigging experts (Engineer/Supervisor), the Contractor shall engage adequate number of skilled, semi-skilled and unskilled worker & Vehicle to be mobilized at each Pigging site.

All facilities/services, tools, consumables, manpower and equipment which the Contractor feels necessary to fulfil the WORK apart from the facilities/services mentioned herein shall have to be arranged and transported to work site by the Contractor at no extra cost and time.

#### 5.2 Work Programme:

5.2.1 The Contractor shall visit the site in order to gather post bidding and final information about the pipeline, pig launcher and receivers, site condition and access to the work site.

5.2.2 The Contractor shall prepare a detailed work programme along with SOP within 15 (Fifteen) days of signing the contract and submit to the Company for approval. The work programme shall show the schedule of activities and the estimated time to be spent on each pipeline for complete execution of the work taking into consideration the setting out time as defined in clause 3.3 of this section. Setting out time shall include shifting of manpower, equipment, tools & tackles to the specific worksite, familiarization with the pipeline route and installation of pig tracking points, installation of pig signallers at the launching and receiving barrels, setting the cup pig with the 'Electronic Pig Tracking unit' and dummy run, checking operability of the scrapper barrel valves and isolation valves in pipeline route and carryout operational maintenance such as greasing, renewal of stuffing box packing etc., checking operability of scrapper trap door closures such as greasing, renewal of gasket, nut-bolts etc., familiarize with arrangements made by the Company for diverting the liquid/oily substances/condensate driven out during pigging to the nearest production

installation. The SOP shall contain detail of safety measures to be adapted from start to demobilization of the pigging operation for safety of personnel, equipment, Installations of the Company, general public and environment. Broad outline of SOP and Pig Tracking Procedure are enclosed in Annexure I and II.

5.2.3 The Contractor shall undertake the work only after the Company approves the work programme including SOP and Pig Tracking Procedure.

5.3 Modalities of pigging:

5.3.1 Pigging shall be done as per approved SOP and pig tracking shall be done as per approved 'Pig Tracking Procedure'.

5.3.2 A detailed inspection of the sectional-valves assembly shall be carried out jointly by the Contractor with the Company prior to pigging operation in each pipeline.

5.3.3 Pigging of a pipeline shall be started only after obtaining clearance from the Company. Work permit for each pigging operation shall be issued by the Company.

5.3.4 The first pigging in each pipeline shall be done by running a solid cast hollow shaft polyurethane pig/HD Foam Pig.

5.3.5 The second pigging in each pipeline shall be carried out by a Cup Pig. The second pig shall be fitted with an electronic pig tracking device and the travel of this pig shall be tracked by a tracking team with receiver units as defined in clause 4.1.5. The pig shall be capable of negotiating 1.5D bend with transmitter unit of the electronic pig tracker accommodated inside the mandrel of the pig or the transmitter unit shall be coupled to the pig in such a way that it can negotiate 1.5 D bends.

5.3.6 Depending on success of the first and second run of pigs as specified in 5.3.4 and 5.3.5 above, the Company may decide to have a third run of cleaning pig in any of the pipelines. The third run, so decided, shall be carried out by a Cup Pig. The pig shall be fitted with an electronic pig tracking device and the travel of this pig shall be tracked by a tracking team with receiver units as defined in clause 4.1.5. The pig shall be capable of negotiating 1.5D bend with transmitter unit of the electronic pig tracker accommodated inside the mandrel of the pig or the transmitter unit shall be coupled to the pig in such a way that it can negotiate 1.5 D bends. The Contractor shall be ready with all equipment and accessories to carry out such third run as soon as decided and notified by the Company. The Contractor shall be paid the cost of such additional run as defined in the SOQ/SOR.

5.3.7 The pig shall be driven by the line fluid i.e. natural gas. Pressure difference between pig launching station and pig receiving station shall be maintained at around 1.0Kg/Cm<sup>2</sup>. However, the upstream/downstream pressure and flowrate may vary depending on operational requirement of each pipeline. Maintaining the gas flow and pressure at pig launching and receiving stations shall be responsibility of the Company. It will not be possible to specify exact velocity of pig in a pipeline and this shall be taken into account by the Contractor while preparing the Standard Operating Procedure and Pig Tracking Plan.



5.3.8 As stated in this document the pipelines have not been pigged before. Hence a considerable volume of condensate/liquid and debris is expected to be received at the receiver trap.

5.3.9 Collection of pigging muck/debris at receiving trap shall be done as specified in clause 4.5 of this section.

5.3.10 Submission of pigging report shall be as specified in clause 4.7 of this section.

#### 5.4 Demobilization

Demobilization of all Contractor's tools, personnel, equipment after successful completion of all Pigging activities for all the Pipelines shall be done by the Contractor. Before demobilizing, the Contractor shall ensure proper cleanliness of the working sites, to the satisfaction of the Company. All pigs, pig accessories such as mandrel, cup pig shall be property of the Company after completion of the pigging operation. The Contractor shall tack back the Electronic Pig Tracker Device.

### **6.0 ABNORMAL SITUATIONS**

The objective of this section is to write down foreseeable abnormal circumstances for taking appropriate measures, when such a condition arises during implementation of gas pigging and cleaning work.

As stated in this document the pipelines have not been pigged before and hence The Company has foreseen the following abnormal conditions. However, if the BIDDER foresees any other abnormal condition, he is free to make a mention of the same in his technical BID/offer.

#### 6.1 Major modification in pipeline

During execution of Pigging for the Pipelines defined in the scope of work, if it is found that it is not feasible to proceed with subsequent stage of Pigging in the Pipelines, unless major rectification of certain areas of the Pipelines are completed, then the Company and the Contractor shall hold discussion and come to a mutual agreement about revised Pigging program for that segment of the Pipeline. What constitute a major modification shall be decided by the Company and communicated to the Contractor.

#### 6.2 Stuck - up tool

In the event of pig getting stuck in the any of the pipeline the Contractor shall inform the Company immediately. The Contractor shall locate the pig immediately and intimate the Company. The Company shall take action to retrieve the pig from the pipeline.

Retrieval of the stuck pig shall be the responsibility of the Company, but locating the stuck pig shall be the responsibility of pigging Contractor with an accuracy of +/- 10 m

After retrieval of the pig and restoration of the pipeline the Contractor shall carry out pigging operation with permission from the Company.

**7.0 TECHNICAL SPECIFICATION OF PIGS****7.1 Technical Specifications of Solid Cast Polyethylene Pig:**

7.1.1 Pig shall be made out of open cell polyurethane foam of uniform density 8-10 LBS/CU FT and coated with polyurethane ester synthetic rubber coating. The material for foam Pig should confirm the standard ASTM 02240/DIN 53505/BS903. The PIG should withstand temperature range from 0 Deg to 80 Deg. C and up to 90 Deg C for short duration.

7.1.2 Pig shall maneuver itself through 1.5 D bends. Pig shall be suitable for heavy wiping of internal surface of minimum 50 KM continuous run.

7.1.3 Pig shall be able to successfully pass through up to 40% reduction in pipeline internal diameter.

7.1.4 OD of the poly pig & quantity to be supplied shall be as per tendered Scope of work.

7.1.5 Each pig. shall be equipped with a pulling hook on front portion of the pig body. The hook may be made of nylon rope.

7.1.6 Weight & Length of the pig must be given by the bidder.

**7.2 Technical Specifications of Cup Pigs:**

7.2.1 Pig Driving Cup made of Neoprene/polyurethane of shore hardness 70 to 80 degree, having weight not exceeding 3.5 kg each, capable of withstanding internal fluid (crude oil) pressure of 105 kg/cm<sup>2</sup> max.

7.2.2 The pig shall be able to manoeuvre itself through 1.5 D bends.

**8.0 RESPONSIBILITY OF CONTRACTOR**

8.1 All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, necessary arrangements for gas pigging and cleaning works, dismantling the equipment, clearing the site etc., shall be deemed to be included in the price quoted and no separate payments on account expenses shall be entertained. Contractor shall be solely responsible for executing the work in all respect. Material, machine & manpower required for the completion of job shall be solely in the scope of Contractor. The Company shall not in any way be responsible for providing any such equipment, machinery, tools and tackles etc.

8.2 The Company shall not be responsible for any accident/damage caused to the men, machine & materials of Contractor during the course of attending the job.

8.3 Providing all qualified/skilled personnel to carry out the entire job as per specification given in tender documents and all survey, other equipment, tools, tackles including pipe/cable locator and all other necessary materials and facilities required to complete the job to the entire satisfaction of the Company in accordance with the requirements of the tender document.

8.4 Arranging, acquiring all data, access, permissions and other activities/services required for and/or incidental to performing the work tendered.

8.5 Settling all compensation and disputes arising out of any damages caused by Contractor or Contractor's workman during the execution of the work.

8.6 The Contractor shall carryout all works in strict compliance with applicable documents enclosed with the tender documents.

8.7 The scope of work shall also include any other item/work required to complete the work in all respect as per specifications and instructions of the Company whether specifically mentioned here in or not, but required to fulfill this work in all respect.

8.8 Wherever applicable Contractor shall obtain all necessary permission/clearance from competent authority to carry out the job.

8.9 Contractor shall have to ensure that all equipment and machinery to be engaged or kept in Stand by for completion of all the works are in perfect working condition.

8.10 During cleaning of the pipelines by gas pigging if any liquid particles, crude oil, condensate oil or any other foreign materials are observed, Contractor has to collect the same and hand over to the Company as directed by the Company at his own cost. Contractor shall take extreme care for Not Polluting the surrounding areas during cleaning/dewatering of the pipelines. Any expenditure for site preparation/site development for installing/movement of machines, equipment, vehicles, etc. shall be at Contractor's cost.

## **9.0 SUPERVISION**

The work in progress and the work to be executed shall be supervised by the Company's authorized representative who will keep proper record of progress. The Daily Progress Report signed by the authorized representative of Contractor and the Company shall be submitted to the Company. Without the Daily Progress Report bill shall not be entertained. The Company reserves the right to inspect all the equipment of Contractor prior to considering their offer. The Company also reserves the right to inspect all equipment and consumables to be procured by Contractor at source. Contractor shall furnish all details of procurements and inform the Company before dispatch of items from the source so as to enable the Company to carry out pre-dispatch inspection if so desired by the Company. Such inspection shall be at the cost of the Company.

## **10.0 RESPONSIBILITY OF THE COMPANY**

- The Company shall provide each pipeline for pigging as per the approved work programme to the extent possible as defined in clause 3.3 of this section.
- The Company shall ensure flow of gas at required rate and pressure as required for movement of the pig.
- Provide the service of tapping for installation of pig signaller.
- The Company shall provide storage space for Contractor's equipment, tools and tackles if required.

- The Company shall arrange firefighting arrangement at site
- In case pig gets stuck-up in a pipeline the Company shall arrange for cutting the pipe open and retrieve the pig. However, during retrieval if the pig gets damaged compensation shall not be paid to Contractor.
- Issue work permits.
- The Company will make necessary piping modification in the launching and receiving station for diverting the liquid particles/oily substances /condensate driven out during pigging to the nearest production installation.

## **11.0 STANDBY CHARGE**

11.1 In the event of pig getting stuck up inside a pipeline and the Company undertakes retrieval of the pig Contractor shall keep his manpower and machinery on standby mode. For the first 72 hours counted from the instant when the location of the stuck pig is identified by Contractor, no standby charges shall be payable. The standby charges on per hour basis shall be calculated for payment from the 73rd hour upto the instant when the Company declares restoration of the pipeline; however such standby charges shall be payable for a maximum of 120 hours only (i.e. from the 73rd hour till the 192th hour or 73rd hour upto the restoration hour of the pipeline, whichever is less).

11.2 Contractor shall be compensated for Standby Time only for periods in which Contractor's personnel or equipment are committed exclusively to the WORK, are ready for immediate use in the WORK but cannot be used in performing the WORK due to circumstances within the sole control of the Company provided. However, that in all such cases Contractor shall, whenever possible, re-schedule such personnel or equipment for use elsewhere so as to minimize standby time. Standby Time for which the Company shall not be charged includes, without limitation, time lost due to Contractor's inability to supply materials, equipment and/or personnel which Contractor is required to supply, or due to malfunction of Contractor's equipment or due to force majeure or inclement weather.

11.3 Pursuant to Paragraphs 11.1 and 11.2 above, Contractor shall be paid for all compensable Standby Time a fixed hourly rate for its personnel and equipment and such rate shall be ` 331.5 (Rupees Three Hundred Thirty One and Fifty Paise Only) per hour. The Bidder, therefore, shall not quote for 'Standby Charge' in the SOQ.

## **12.0 OTHER POINTS**

12.1 If it is noticed that the progress of the work is slow due to lack of equipment /manpower etc. the Company reserves the right to get all the balance work done through other Contractor at the cost and risk of the original Contractor with three days of notice.

12.2 Bidders are advised to visit/survey the entire route of the pipelines at their own cost, which will be shown by the Company's representative(s) before submission of their bids, with prior intimation so that maximum bidders can be shown the route at one time as mentioned earlier.

**OPERATING PARAMETERS OF THE GAS PIPELINES****A. FGGS 328 to Kathalguri Forest gate pipeline**

Particulars	Details
Type of Flow	Gas
Flow Rate	Approx. 3,00000 SCMD
Pressure	16-16.5 ksc
Temperature	60 F
Any Other Information	NA

**B. FGGS Kusijan to Savitri Tiniali Distribution line**

Particulars	Details
Type of Flow	Gas
Flow Rate	Approx. 3,00,000 SCMD
Pressure	16-16.5 ksc
Temperature	60 F
Any Other Information	NA

**C. Baghjan to CGGS gas pipeline**

Particulars	Details
Type of Flow	Gas
Flow Rate	
Pressure	
Temperature	60 F
Any Other Information	NA

**D. 8"OD Barekuri EPS to Makum OCS**

Particulars	Details
Type of Flow	Gas
Flow Rate	Approx. 5,00,000 SCMD on each stream
Pressure	17 ksc at Makum OCS
Temperature	60 F
Any Other Information	NA

**E. Tingkhong to OCS-1 (NHK#296 well plinth) rich gas pipeline**

Particulars	Details
Type of Flow	Gas
Flow Rate	Approx. 10,000 SCMD
Pressure	13.5 ksc
Temperature	60 F
Any Other Information	NA

**TECHNICAL DETAILS OF PIPELINES****A. FGGS 328 to Kathalguri Forest gate pipeline**

<b>Particulars</b>	<b>Details</b>
Name of the Pipeline	FGGS 328 to Kathalguri Forest gate pipeline
Nominal Diameters of the Pipelines	400 mm NB
Total Length of the Pipelines	6 Km (approx.)
Year of Commissioning	2008
Construction Code	ANSI B 31.8
Line Pipe Specification	Steel Line Pipe, ERW, OD: 406 mm, WT-6.4mm, API Std. 5L Grade X46, Bevel ends in double random length. Mill Test Pressure (Hydraulic)- 107 kg/cm <sup>2</sup>
Coating Type	CTE coating.
Pipeline Material of Construction	Mild Steel.
Welding Code	As per API 1104
Product Transported	Natural Gas
Type of Cathodic Protection Provided	None
Pipe Cover Depth	1 m (approx.)
Average Pipe Cover Depth	

**B. FGGS Kusijan to Savitri Tiniali Distribution line**

Name of the Pipeline	FGGS Kusijan to Savitri Tiniali Distribution line
Nominal Diameters of the Pipelines	300 mm NB
Total Length of the Pipelines	11 Km (approx.)
Year of Commissioning	2008
Construction Code	ANSI B 31.8
Line Pipe Specification	Steel Line Pipe, ERW, OD: 323.9 mm, WT-8.4mm, API Std. 5L Grade A, Bevel ends in double random length. Mill Test Pressure (Hydraulic)- 107 kg/cm <sup>2</sup>
Coating Type	CTE coating.
Pipeline Material of Construction	Mild Steel.
Welding Code	As per API 1104
Product Transported	Natural Gas
Type of Cathodic Protection Provided	None
Pipe Cover Depth	1m (approx.)
Average Pipe Cover Depth	

**C. Baghjan to CGGS gas pipeline**

Name of the Pipeline	Baghjan to CGGS gas pipeline gas pipeline
Nominal Diameters of the Pipelines	400 mm NB
Total Length of the Pipelines	37 Km (approx.)
Year of Commissioning	September 2015
Construction Code	ANSI B 31.8
Line Pipe Specification	NA
Coating Type	CTE coating.

**E-TENDER NO. CDO8339P19**

Pipeline Material of Construction	Mild Steel.
Welding Code	As per API 1104
Product Transported	Natural Gas
Type of Cathodic Protection Provided	None
Pipe Cover Depth	1m (approx.)
Average Pipe Cover Depth	

**D. 200 mm OD Barekuri EPS to Makum OCS gas pipeline**

Name of the Pipeline	Barekuri EPS to Makum OCS gas pipeline
Nominal Diameters of the Pipelines	200 mm NB
Total Length of the Pipelines	14.6 Km (Approx.)
Year of Commissioning	2007
Construction Code	ANSI B 31.8
Line Pipe Specification	Steel Line Pipe, ERW, OD: 219.1 mm, WT-6.4mm, API Std. 5L X46 Bevel ends in double random length. Weight per meter: 33.57 kg/m Mill Test Pressure (Hydraulic)- 140 kg/cm <sup>2</sup>
Coating Type	CTE coating.
Pipeline Material of Construction	Mild Steel.
Welding Code	As per API 1104
Product Transported	Natural Gas
Type of Cathodic Protection Provided	None
Pipe Cover Depth	1m (approx.)
Average Pipe Cover Depth	

**E. Tingkhong to OCS-1 rich gas pipeline**

Name of the Pipeline	Tingkhong to OCS-1 (NHK#296 Well Plinth) rich gas pipeline
Nominal Diameters of the Pipelines	300 mm NB
Total Length of the Pipelines	20 Km (approx.)
Year of Commissioning	1992
Construction Code	ANSI B 31.8
Line Pipe Specification	Steel Line Pipe
Coating Type	CTE coating.
Pipeline Material of Construction	Mild Steel.
Welding Code	As per API 1104
Product Transported	Natural Gas
Type of Cathodic Protection Provided	None
Pipe Cover Depth	1m (approx.)
Average Pipe Cover Depth	

**STANDARD OPERATING PROCEDURE (SOP) FOR CLEANING PIGGING OF 5 NOS. GAS PIPELINES OF OIL INDIA LIMITED**

**1.0 PURPOSE:** Pigging for internal cleaning of gas transportation pipelines as preventive maintenance procedure.

1.1 Pipelines to be pigged

Sl.	Name of Pipeline	Size	Pigging Section	Length [Km.]	Year of Commissioning	Pigging History
1	FGGS 328 to Kathalguri Forest gate pipeline	400 mm OD	1	6	2008	No Pigging since Commissioning
2	FGGS Kusijan to Savitri Tiniali Distribution line	300 mm OD	1	11	2008	No Pigging since Commissioning
3	Baghjan to CGGS gas pipeline	400 mm OD	1	37	2015	No Pigging since Commissioning
4.	Barekuri EPS to Makum OCS	200 mm OD	1	14.6	2007	No Pigging since Commissioning
5.	Tingkhong to OCS-1 (NHK#296 Well plinth) rich gas pipeline	300 mm OD	1	20	1992	No Pigging since Commissioning

**2.0 GENERAL GUIDELINE**

2.1 Resources Required:

**Equipment, Devices and Accessories:-**

- Solid cast hollow shaft polyurethane pigs of reputed make
- Cup Pig complete with sealing discs, guide discs with disc diameter reduced to equivalent of the pipeline internal diameter (ID).
- Spare sealing discs, guide discs
- Gaskets for existing scraper trap door closures.
- Electronic pig locator device(Transmitter & Receiver) with Spare Battery Backup – 1 set
- Calibrated Pressure Gauge of Good quality 1 for each scraper barrel- 0 – 15 Kg/Cm<sup>2</sup>
- Calibrated Temperature Gauge 1 for each scraper barrel – 0 – 35 Deg C
- Bi-Directional Pig signallers installed at launching and receiving barrels



<p><b>Tools and Tackles:-</b></p> <ul style="list-style-type: none"><li>• Tools and tackles required for insertion of pigs into launching barrels, pulling out pigs from receiving barrels and for servicing of Pigs.</li><li>• Lifting sling suitable for each type of Pig.</li><li>• Non-sparking tools to work in the hazardous location.</li></ul> <p><b>Machines, instruments and consumables:-</b></p> <ul style="list-style-type: none"><li>• Pressure recorders of range minimum <b>40kg/cm<sup>2</sup>. – 2 no</b></li><li>• High capacity Air compressor – 1 no on standby mode</li><li>• 12,000 litres capacity oil tanker/bowser – 1 no</li><li>• Plastic sheet for covering pits</li><li>• Container for sample collection of pig muck</li></ul> <p><b>Human Resource:-</b></p> <ul style="list-style-type: none"><li>• Team consisting essentially one supervisor, one fitter, two tradesman and two helper at pig launching and receiving station</li><li>• One team consisting of supervisor and 4 trackers for pig tracking.</li><li>• Team of 4 Workers for pig muck collection</li></ul> <p><b>Personal Protective Equipment :</b> Safety Shoes, Safety Helmet, Cotton Dress, safety Gloves, Safety goggles, splash proof goggles.</p>	
<b>Company's Resources</b>	<ul style="list-style-type: none"><li>• Explosimeter</li><li>• Walky Talky Sets</li><li>• Fire tender</li></ul>

## 2.2 **General Precaution:**

- 2.2.1 The pipelines are to be pigged for the first time. Quantity & quality of debris/condensate to be collected at receiving barrel is uncertain.
- 2.2.2 Pig may get stuck up inside the pipeline preparedness for retrieval shall be done beforehand.
- 2.2.3 All fabrication work and installation of pig signallers, pressure and temperature gauges shall be completed before starting pigging operation.
- 2.2.4 The pipeline route shall be walked through beforehand and points for pig tracking shall be set up. Pig tracking shall be done as per 'Pig Tracking Procedure' at the pre-set tracking points.

## 2.3 **Preliminary Preparations**

- 2.3.1 Prepare date wise schedule for launching & estimated receiving time of the above PIG in such a way that the PIGs are not received in odd hours. Communicate the schedule to concerned Installation Managers (IMs).
- 2.3.2 It is essential to make sure that known pipeline features such as sectionalizing valves will allow unhindered passage of the inspection tool. Hence, all sectionalizing valves of the pipeline section shall be checked to ensure that they

## **E-TENDER NO. CDO8339P19**

are in full open condition during the pig runs. By-pass line shall be checked for its closed position.

2.3.3 Walk through the pipeline route and establish feasible points for tracking the pig. The tracking points shall not be more than 1000m apart.

2.3.4 Ensure that all the PIGs, Equipment, Tools & Tackles and Material are available at site before starting the activity.

### **2.0 Safety Plan**

3.1 Prepare **Job Safety Analysis (JSA)/Risk Assessment with the help of S&E Department** consideration of:

- Deployment of trained firefighting crew and fire tender (only IP Stations) at Launcher & Receiving Site
- Road Traffic , if applicable while venting
- Monitoring of pipeline operating conditions in terms of pressure change.
- First aid facilities
- Communication facility at Site
- Avoid Working in Rainy Season
- Readiness of Firefighting system – equipment's
- Foreseeable hazards and control measures

3.2 OGPL&P to Conduct Tool box talk with all involved and explain activities, risk perceived and its mitigation plan.

3.3 Fix-up roles of dedicated personnel and their responsibilities for the entire job.

3.4 Use of proper Personnel protective equipment (PPE's).

3.5 The area of work shall be continually monitored for presence of Hydrocarbon explosimeter during PIG Launching & Receiving.

3.6 Obtain Safety Work Permit (Hot Work and Cold Work) from respective Installation Manager for every PIG Launching and Receiving activity with authorization for venting at site.

### **4.0 PIG LAUNCHING AND RECEIVING:**

#### **4.1 Pig, Equipment, Tools & Tackles,**

4.1.1 Following Pigs shall be launched & received for cleaning the respective section:

- (i) Solid Cast hollow shaft Polyurethane Pig in the first rung
- (ii) Bi-Directional disc pig with pig tracking in the 2<sup>nd</sup> pig run
- (iii) Bi-Directional disc pig with pig tracking in the 3<sup>rd</sup> pig run if required.

4.2.2 **Keep the following Tools ready at pig launching and receiving site:**

- Pig (Solid Cast hollow shaft Polyurethane,

- Cup pig with pig tracking)
- Wrench of applicable sizes.
- Knocker wrench.
- O-ring.
- Spare pressure gauge.
- Non sparking tools.

**4.2 Pig Launching Procedure:**

- 4.2.1 Note down all dimensions & photos of the PIGs to be launched. Check feasibility of PIG for travelling by checking dimensions of guide disc and sealing disc. Confirm that PIG is suitable (confirm 1.5D) to negotiate all the bends, curvatures and elevations of the pipeline section.
- 4.2.2 Before launching pig, following checks of valves of launching trap should be carried out:
- a) Ball/Gate valve of scraper trap - Closed.
  - b) Kicker valve - Closed.
  - c) Drain valve - closed
  - d) Air vent valve - Closed.
  - e) Pig launching door - Closed.
  - f) Main Line Valve - Open
- 4.2.3 Open air vent valve slowly to release air/vapour present inside the trap close it after few minutes.
- 4.2.4 Make sure that pig launcher door is tightly closed.
- 4.2.5 Open the drain valve slowly and make sure that the entire trap gas is release to atmosphere in a control way, not creating any hazard in the surrounding area.
- 4.2.6 Before opening the launching trap, make sure that Ball/gate valve of scraper trap and kicker valve is in closed condition.
- 4.2.7 Check the condition of the pig physically.
- 4.2.8 Open the launching trap door and insert the pig and make sure that it crosses the kicker valve line by not less than 30cm inside the barrel. In case of unidirectional pig ensures that front end of the pig is in the direction of flow.
- 4.2.10 Change the closure seal (O-Ring) and close the door.
- 4.2.11 Close the drain valve and slowly fill launching barrel by crack opening kicker valve. Allow pressure to equalize across downstream line and full open the kicker valve.
- 4.2.12 Make sure that signaler is in position and close the main valve.

## **E-TENDER NO. CDO8339P19**

- 4.2.13 Open Ball/Gate valve and Allow pig to leave the trap into main line as indicated by pig signaler and there is in incremental pressure rise shown by the pressure gauge.
- 4.2.14 After waiting for few minutes (not more than 5 minutes), open main line valve and closed Ball valve of scraper trap, Kicker valve subsequently.
- 4.2.15 Open vent valve slowly to depressurize the barrel and then open drain valve. Open trap door to check whether pig has crossed the gate valve into the main line.

### 4.3 Pig Receiving Procedure

- 4.3.1 Before starting pig receiving check following condition of valves at Receiving trap:

- a) Ball valve of scraper trap -closed.
- b) By pass valve-closed.
- c) Drain valve-closed.
- d) Air vent valve-Closed.
- e) Pig launching door-Closed.
- f) Main line valve-Open.

- 4.3.2 The line-up operation of receiving trap is done prior to pig launching operation which is as follows:

- 4.3.2.1 Make sure that receiving door is securely closed.
- 4.3.2.2 Make sure Ball/Gate valve of scraper trap & Bypass valve are in closed position. Main line valve-is in open position.
- 4.3.2.3 Open air vent valve to release any air/vapour from barrel. Close the valve after about 5 minutes.
- 4.3.2.4 Open drain valve to drain out any crude oil/condensate. Close the valve after about 5 minutes.
- 4.3.2.5 Open the receiving door to ensure that there is no unwanted material inside the receiving barrel.
- 4.3.2.6 Change the closure seal and close the door.
- 4.3.2.6 Open Ball/Gate valve of scraper trap & Bypass valve. Main line valve is in closed position. The receiving trap is ready for receiving pig.

- 4.3.3 Once it is ensured that the pig is trapped in the barrel, following operation is done:

- 4.3.3.1 Open the Main line valve, close Ball/Gate valve& bypass valve.
- 4.3.3.2 Open air vent valve & drain valve for about 5 minutes. Then close both the valves.
- 4.3.3.4 Once it is ensured that the line is depressurized (Indicated by pressure gauge), open the trap door.
- 4.3.3.5 Remove the pig, collect any debris etc. if any

## **E-TENDER NO. CDO8339P19**

4.3.3.6 Close the trap door.

### **4.4 Pig Tracking:**

4.4.1 Track the PIG at each pre-set tracking points including launching trap and receiving trap valves with the help of PIG tracker. Inform PIG tracking details to Engineer in-charge of the Company. Pig tracking is to be done as per approved Pig Tracking Procedure.

4.4.2 Receive the above mentioned pigs in pig receiver.

### **4.5 Pig Muck:**

4.5.1 Measure & Record the total quantity of Muck/Debris received with PIG. Collect the sample of Muck & send the same for analysis.

### **4.6 Pig Condition and Reporting:**

4.6.1 Inspect the physical condition of the PIG received & measure the PIG dimension to compare with the dimension during PIG launched.

4.6.2 All the activities shall be reflected in the Detailed Pigging Report.

## **5.0 COLLECTION OF DEBRIS AT THE RECEIVING BARREL:**

### **5.1 Procedure**

5.1.1 To determine prior to launching of pig whether to receive the debris in tanker or in pit or diverted to nearby production installation of OIL.

5.1.2 If collection is done on a pit a sufficiently large and deep pit shall be dug and lined with polythene before launching of pig. The collected debris shall be transferred to tanker immediately after receiving the pig at the receiving trap.

5.1.3 If collection is possible in tanker than a tanker to be placed at the pig receiving site with necessary hose connected to the drain line of scraper receiving barrel. The tanker shall be with due permit and fitted with spark arrestor.

5.1.4 If the scraper receiving barrel is near to an OIL production installation, the liquid debris shall be diverted to the installation for which the necessary piping work shall be completed before launching of the pig.

### **5.2 Sample collection of pig muck**

#### **5.2.1 Procedure**

5.2.2 Collect **approximately one Kg** of muck/debris sample in a clean and dry container for each pig received. Ensure that the collected muck is free from Hydrocarbon & Water.

**E-TENDER NO. CDO8339P19**

5.2.3 Label the container with site location, date of collection and type of pigging operation.

5.2.4 Test the pig muck as per test procedure.

\*\*\*\*\*

**Pig Tracking Procedure**

(Reference clause 4.1.19 of Terms of Reference)

1. The electronic pig tracking device shall be of reputed make with proven track record. The Contractor shall give demonstration run of the device with participation of the pig tracker team. Facility for the demonstration shall be provided by the Company at no extra cost. The Company may ask for any number of demonstration runs till satisfied about performance of the pig tracker device and the pig tracker team.
2. The Contractor shall select a cup pig for the pipeline and the transmitter unit of the electronic tracer shall be suitably mounted on the pig. The pig, so mounted with the electronic tracker (transmitter) unit shall be capable of negotiating bends of 1.5D radius.
3. The contractor shall Study the Pipeline route and establish the over ground tracking points and identify the same by pegging in the field. Maximum distance between the tracker point shall not exceed **3000 m.**
4. The electronic pig shall be driven by natural gas. OIL will ensure that adequate flow of gas is available for the pig run during the entire operation.
5. The Contractor shall **prepare charts of Expected Time of Arrival (ETA)** of the locator pig at each over ground tracking point at flowrate to be intimated by OIL.
6. The over ground tracking points and calculated ETA as described in above shall be showed/presented to Company's Engineer for approval.
7. Starting point of the pigging operation shall be the gate/ball valve of the scrapper launching barrel and the end point shall be the gate/ ball valve of scrapper receiving barrel of the pipeline. Distance run by the pig with electronic locator device in one run shall be calculated from the gate/ ball valve of the scrapper launching barrel.

- 1.2 The sequence of operation shall be as follows:

After the pig with pig tracker unit is launched from the scrapper launching barrel of the pipeline team-1 will track the pig at tracking point 1, record the time of arrival, pass-on the information to the team in-charge and team-2, move to tracking point 3. The team-2 will track the pig at tracking point 2, record the time of arrival, pass-on the information to the team in-charge and team-1, move to tracking point 4. Sequentially team-1 will track/locate the pig at odd numbered tracking points and team-2 will track/locate the pig at even

**E-TENDER NO. CDO8339P19**

numbered tracking points. This operation will continue until the pig comes to a halt at any location in the pipeline or reaches the scrapper receiving barrel as the case may be.

- 1.3 In case response from the locator pig is not received at 2(two) consecutive tracking points at the ETA the teams should communicate the same to the Team In-Charge. After obtaining clearance from the Company Engineer tracking of the locator pig shall be done as follows:

Team-1 and team-2 of the Contractor shall track the pig by walking over the pipeline route. Team-1 shall track between its position and the last tracked locating point and team-2 shall track between its position and the last position of team-1 and identify the exact location of the pig in the field.



**OIL INDIA PIPELINE**  
**FIELD GAS PIPELINE PIGGING REPORT**

Pipeline: \_\_\_\_\_ Section Line Fill: \_\_\_\_\_

Date and time of Pig launch: \_\_\_\_\_

Date and time of pig receiving: \_\_\_\_\_

Flow rate: \_\_\_\_\_

Pressure at Launching Trap: \_\_\_\_\_

Pressure at Launching Trap: \_\_\_\_\_

Type of Pig:

**Details of Pig:**

	Scraper Pig Sl. No/ID no				BI-DI Pig Sl No/ID No		Any other information
	Pig Body	Cup	Brush	Spring	Body	Cup	
Supplied by							
Run no							
Procured on							
Material type							

**Details of Pig launching and receiving:**

Launching Date &Time	Theoretical Receiving Date &Time	Actual Receiving Date &Time	% slippage or early receipt vis-à-vis theoretical	Reasons for slippage or early receipt	Quantity of dirty product/sludge/muck received	Any other material received with the muck

**Condition of pig after receipt:**

**E-TENDER NO. CDO8339P19**

Dia of Pig cup/ disc	<b>Before launch:</b>	<b>After receipt:</b>
<b>Other conditions after receipt:</b>		
Ovality if any on pig cup		
Brush Condition	Wear	
	Bending	
Cup condition	Wear	
	Tear	
	Crack	
Overall condition of pig mandrel		

Pig residue test collected/not collected; pig residue quantity:

Report Prepared by \_\_\_\_\_ Reviewed by \_\_\_\_\_  
Contractor OIL Representative

**TO,  
CGM-CONTRACTS  
OIL INDIA LIMITED  
DULIAJAN-786602**

**SUB: SAFETY MEASURES**

**DESCRIPTION OF SERVICE:**

**Hiring the Services for Gas Pipeline Pigging in OIL's operational area in the state of Assam.**

Sir,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Seal)

Yours Faithfully

Date\_\_\_\_\_

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

FOR & ON BEHALF OF CONTRACTOR

**BID FORM**

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

**Sub: IFB No. CDO8339P19**

*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 2.5% of contract value for the due performance of the Contract.

We agree to abide by this Bid for a period of 90 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 \_\_\_\_\_ 2018.

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

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

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

**Seal of the Bidder:**

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

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

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

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

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

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



**PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

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

Sir,

**SUB: OIL's IFB No. CDO8339P19**

I/We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB No. **CDO8339P19** for **Hiring the Services for Gas Pipeline Pigging in OIL's operational area in the state of Assam.**

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. CDO8339P19**

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. **CDO8339P19** for **Hiring the Services for Gas Pipeline Pigging in OIL's operational area in the state of Assam** for any commercial/Legal purpose etc.

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

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

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

Yours faithfully,

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

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

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

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

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

**To**  
**M/s OIL INDIA LIMITED,**  
**CONTRACTS DEPARTMENT,**  
**DULIAJAN, ASSAM, INDIA, PIN-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 \_\_\_\_\_

**Contd.... P/2**

Witness \_\_\_\_\_

Address \_\_\_\_\_

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

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

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

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

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

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

- a) The Bank Guarantee issued by the bank 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.

- b) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be applicable.

**[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 shall ensure the following:

- a) 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.

- b) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be applicable.

**AGREEMENT FORM**

This Agreement is made on \_\_\_\_ day of \_\_\_\_\_ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. \_\_\_\_\_ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS the Company desires that Services \_\_\_\_\_ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose and

WHEREAS, Company had issued a firm Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against Company's IFB No. \_\_\_\_\_. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows –

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- (a) PART-I indicating the General Conditions of this Contract;
- (b) PART-II indicating the Schedule of work, unit, quantities & rates;
- (c) PART-III indicating the Special Conditions of Contract;
- (d) PART-V indicating the Safety Measures.



**E-TENDER NO. CD08339P19**

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Duliajan, Assam as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)

for and on behalf of Contractor  
(M/s. \_\_\_\_\_)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from the audited financial statements of M/s .....  
(Name of the Bidder) for the last 03 (Three) completed accounting years upto ..... **(as the case may be)** are correct.

<b>YEAR</b>	<b>TURN OVER</b> In INR	<b>NET WORTH</b> 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 relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

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

**9.** Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs./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

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

Attorney as per power of  
Attorney No. \_\_\_\_\_  
Dated \_\_\_\_\_

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.	Clau-se 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	<b><u>Financial Criteria</u></b>				
	1.1.1	Annual Financial Turnover of the bidder during any of preceding <b>03 (Three)</b> financial/accounting years from the original bid closing date should be at least <b>Rs. 5,03,800.00 (Rupees Five Lakh Three Thousand Eight Hundred only)</b> .				
	1.1.2	Net worth of the bidder must be Positive for the preceding financial/accounting year.				
2.0		<p><b><u>Notes to BEC Clause 1.1 above:</u></b></p> <p><b>a.</b> For proof of Annual Turnover &amp; Net worth, any one of the following documents/photocopies must be submitted along with the bid:</p> <p>(i) Audited Balance Sheet along with Profit &amp; Loss account.</p> <p style="text-align: center;"><b>OR</b></p> <p>(ii) A certificate issued by a practicing Chartered or Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover &amp; Net worth as per format prescribed in <b>Annexure-X</b>.</p> <p><b>b.</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</p>				

		<p>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'.</p> <p><b>c.</b> In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p>				
3.0	1.2	<b>Technical Criteria</b>				
	1.2.1	<p>The bidder shall have experience in successfully executing/completing at least one 'SIMILAR' nature of job(s) continuously of minimum <b>Rs. 8,39,700.00 (Rupees Eight Lakh Thirty Nine Thousand Seven Hundred only)</b> under single contract in PSU's/Central Govt./State Govt./Central Govt. Enterprises/State Govt. Enterprises /Exploration and Production Company in previous 07 (Seven) years reckoned from the original bid closing date.</p> <p style="text-align: center;">OR</p> <p>The Bidder must have an experience of at least 01 (One) SIMILAR WORK of minimum length 44.3 Kilometres under single Contract in PSU's/Central Govt./State Govt./Central Govt. Enterprises/State Govt. Enterprises /Exploration and Production Company in previous 07 (Seven) years reckoned from the original bid closing date.</p>				
4.0		<b>Notes to BEC Clause 1.2.1 above:</b>				
		<p><b>a.</b> "Similar work" mentioned in Paras - 1.2.1 above means:</p> <p>i. Construction and/or Pigging of minimum 300mm OD pipeline constructed and operated as per applicable and relevant codes/standards" in PSU(s)/Central Govt./State Govt./Central Govt. Enterprises/State Govt. Enterprises/Exploration and Production Company.</p>				

		<p><b>b.</b> Documentary evidence in support of experience must be submitted along with the Un-Priced Techno-Commercial Bid. The documentary evidence must be in the form of copies (self-attested/attested) of <b>Job Completion certificate/Gross Payment Certificate along with contract copy/work order/LOA etc.</b> as applicable showing:</p> <p style="padding-left: 40px;">a. Gross value - if the bidder quotes on the strength of “value of job done”</p> <p style="text-align: center;">Or</p> <p style="padding-left: 40px;">Quantum of the job - if the bidder quotes on the strength of “quantum of job done”.</p> <p style="padding-left: 40px;">b. Nature of Job done.</p> <p style="padding-left: 40px;">c. Contract period/Contract start and completion date.</p> <p>Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.</p> <p><b>c.</b> Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume &amp; value, as stipulated respectively under Clause Nos. 1.2.1 will only be treated as acceptable experience.</p> <p><b>d.</b> Following work experience will also be taken into consideration:</p> <p style="padding-left: 40px;">i. If the prospective bidder has executed contract in which similar work is also a component of the contract.</p> <p style="padding-left: 40px;">ii. If the prospective bidder is executing similar work which is still running and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.</p> <p style="padding-left: 40px;">iii. If 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</p>				
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		<p>reckoned from the original bid closing date.</p> <p>Proof of work experience against Para <b>d.</b> above, to satisfy a. similar work b. Minimum prescribed Value/Qty c. Prescribed period of 07 years, to be submitted as below:</p> <ol style="list-style-type: none"> <li>If the requisite experience is against OIL's Contract: Bidder must submit the breakup of similar work and its value/quantity mentioning SES No. and copies of all relevant SES.</li> <li>If the requisite experience is <b>NOT</b> against OIL's Contract: Bidder must submit the breakup of similar work and its value/quantity executed within the prescribed period of 07 (seven) years reckoned from the original bid closing date. The breakup must be certified by the end user or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number &amp; Firm Registration Number).</li> </ol> <p><b>e.</b> SIMILAR work executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.</p> <p>Bids submitted for part of the work will be rejected. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover, Net worth and Work experience as mentioned in Para 1.1.1, 1.1.2, 1.2.</p>				
5.0	1.3	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	1.10	<p>Purchase Preference to Micro and Small Enterprises registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:</p> <p><b>1.10.1</b> In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.</p> <p><b>1.10.2</b> In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.</p> <p><b>1.10.3 Documentation required to be submitted by MSEs:</b> Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or</p>				

		any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.				
13.0	1.11	<p><b>1.11 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC)</b></p> <p>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&amp;NG shall be applicable in this tender. (<a href="http://petroleum.nic.in/policy-provide-purchase-preference-linked-local-content-pp-lc-all-psus">http://petroleum.nic.in/policy-provide-purchase-preference-linked-local-content-pp-lc-all-psus</a>).</p> <p>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.</p>				
14.0	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).				
15.0	1.13	<p>OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.</p> <p>However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.</p>				
16.0	1.14	<p>Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.</p> <p>When a bidder mentions taxes as extra without specifying the rates &amp; 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</p>				

		the bidder.				
17.0	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.				
18.0	1.16	Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.				
19.0	2.0	<b><u>BID REJECTION CRITERIA (BRC)</u></b>				
	2.1	The bids are to be submitted in single stage under Composite 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	<p>Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:</p> <ul style="list-style-type: none"> <li>(i) Firm price</li> <li>(ii) EMD/Bid Bond</li> <li>(iii) Period of validity of Bid</li> <li>(iv) Price Schedule</li> <li>(v) Performance Bank Guarantee/Security deposit</li> <li>(vi) Delivery/Completion Schedule</li> <li>(vii) Scope of work</li> <li>(viii) Guarantee of material/work</li> <li>(ix) Liquidated Damages clause</li> <li>(x) Tax liabilities</li> <li>(xi) Arbitration/Resolution of Dispute Clause</li> <li>(xii) Force Majeure</li> <li>(xiii) Applicable Laws</li> <li>(xiv) Specifications</li> <li>(xv) <del>Integrity Pact</del></li> </ul>				
	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 90 (Ninety) days from the date of Technical Bid opening will be rejected.				
20.0	3.0	<b><u>GENERAL</u></b>				

	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.				
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<b>OIL INDIA LIMITED</b> <b>(A Government of India Enterprise)</b> <b>Duliajan, Assam</b>								
<b>DESCRIPTION OF WORK/SERVICE:</b> Hiring the Services for Gas Pipeline Pigging in OIL's operational area in the state of Assam.								
<b>PRICE BID FORMAT TENDER No. CDO8339P19</b>								
<b>NAME OF BIDDER</b>								
<b>Bidder's GST No.</b>								
<b>SAC/HSN Code</b>								
<b>Select the benefit sought under the Policy</b> <b>( Use Drop Down List )</b>								
Item No.	Description of Services (For detailed description of Services Refer SOQ)	UOM	Estimated Quantity	Rate (Rs.) to be quoted Excluding GST	Applicable GST Rate in %	Applicable GST (Select from drop down list)	Total Amount (Rs.) Excluding GST	Total Amount (Rs.) Including GST
			<b>A</b>	<b>B</b>	<b>C</b>		<b>D = A * B</b>	<b>E = D + (D*C)</b>
10	Pigging 1st run	M	88,600				0.00	0.00
20	Pigging 2nd run including pig tracking	M	1,77,200				0.00	0.00
30	Pigging 3rd run including pig tracking	M	88,600				0.00	0.00
40	Setting Out Time Charges	JOB	5				0.00	0.00
50	Hiring Charge of Electronic Pig Tracker	DAY	180				0.00	0.00
60	Standby Charges	HR	600				0.00	0.00
70	Supply of 200mm NB Pig	NO	2				0.00	0.00
80	Supply of 300mm NB Pig	NO	4				0.00	0.00
90	Supply of 400mm NB Pig	NO	4				0.00	0.00
100	Supply of 200mm NB Cup Pig Assembly	NO	1				0.00	0.00
110	Supply of 200mm NB Pig Driving Cup	NO	6				0.00	0.00
120	Supply of 300mm NB Cup Pig Assembly	NO	2				0.00	0.00
130	Supply of 300mm NB Pig Driving Cup	NO	10				0.00	0.00
140	Supply of 400mm NB Cup Pig Assembly	NO	2				0.00	0.00
150	Supply of 400mm NB Pig Driving Cup	NO	10				0.00	0.00
160	Gaskets for Scraper Barrels	NO	30				0.00	0.00
<b>Total Cost (Rs)</b>							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) on the final services. However, GST rate 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: Within 07 (Seven) days from issue of Work Order.

**CALCULATION OF LOCAL CONTENT-SERVICES**

Proforma BB(PP-LC)

TENDER No: CDO8330P19

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 =	$\frac{\text{Total cost (A. IV. c)} - \text{Total imported component cost (A. IV .b)}}{\text{Total Cost (A. IV.c)}} \times 100$
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% LC Service =	$\frac{\text{Total domestic component cost (A. IV a)}}{\text{Total cost (A. IV. c)}} \times 100$
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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.