



**INVITATION TO e-BID UNDER SINGLE STAGE TWO BID SYSTEM**

**Sub: IFB No CIP7673P22 FOR PROVIDING SERVICES OF 14 TON HYDRA (ON CALL BASIS) FOR SITE CLEARING ACTIVITIES UNDER DISMANTLING PROJECT AT PS4,PS5,PS6 & PS7 MADARIHAT FOR A PERIOD OF ONE YEAR**

Dear Sirs,

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, Multi Products & natural gas with its Field Headquarters at Duliajan, Assam.

The Pipeline Department of Oil India Limited deals with transportation of hydrocarbons to different refineries and thus operates a total of 1860 Km of Hydrocarbon pipelines, which comprises of 1206 Km of Crude oil trunk pipeline and 654 KM Product pipeline. The Naharkatiya (Duliajan) – Barauni Crude Oil Pipeline of length 1157 Km, commonly termed as NBPL, has 10 Pump Stations and 16 Repeater Stations spread across 3 states of Assam, West Bengal and Bihar. The pipeline was commissioned in 1962/64.

The Numaligarh – Siliguri Multiproduct Pipeline of length 654 Km, commonly termed as NSPL, has 1 Despatch Station, 1 Receipt Terminal, 4 Intermediate Pigging Stations (IP) and 9 Sectionalizing Valve Stations spread across 2 states of Assam and West Bengal. The pipeline was commissioned in 2008.

2.0 In connection with its Pipeline office being located at Guwahati, OIL invites Local Competitive Bids (LCB) from competent and experienced Contractors through OIL's e-procurement site for **PROVIDING SERVICES OF 14 TON HYDRA (ON CALL BASIS) FOR SITE CLEARING ACTIVITIES UNDER DISMANTLING PROJECT AT PS4,PS5,PS6 & PS7 MADARIHAT FOR A PERIOD OF ONE YEAR**. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

<b>IFB No./ Tender No.</b>	<b>CIP7673P22</b>
Type of IFB.	Single Stage Two Bid System
Bid Closing Date & Time.	As mentioned in Online E-tender portal
Bid(Technical) Opening Date & Time	As mentioned in Online E-tender portal

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Priced Bid Opening Date & Time.	Will be intimated to the eligible Bidders nearer the time
Bid Submission Mode.	Bid to be uploaded on-line in OIL's E-Procurement portal
Bid Opening Place.	Office of The Deputy General Manager - Materials (PL), Oil India Limited (Pipeline Headquarter), P.O. Udayan Vihar, Guwahati -781171
Bid Validity.	120 days from bid Closing date.
Bid Security Amount	NIL
Bid Security Declaration	Required to be submitted as per format as per format
Amount and Validity of Performance Security.	Performance security @03 % of total contract value is applicable against this contract. Validity: 3(three) months beyond Contractual Defect Liability Period.
Duration of the Contract.	12 (Twelve) Months
Bids to be addressed to.	Office of The Deputy General Manager - Materials (PL), Oil India Limited (Pipeline Headquarter), P.O. Udayan Vihar, Guwahati -781171
Integrity Pact	Not Applicable
Mobilization Time	15 Days

3.0 **Pre-Bid Conference:** Not-applicable.

4.0 **Integrity Pact:** Not Applicable

5.0 **GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:**

5.1 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 as "Personal" are not acceptable.**

5.2 Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <https://etender.srm.oilindia.in/irj/portal>

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

5.4 Bids without **Bid Security Declaration** shall be rejected. All bidders must upload Bid Security declaration along with their technical Bid.

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- 5.5 MSE Vendors also required to submit **Bid Security Declaration** along with the MSE certificate as a part of their technical bid.
- 5.6 Parties shall be eligible for accessing the tender in E-portal after OIL enables them in the E-portal on receipt of request for the same.
- 5.7 Parties, who do not have a User ID, can click on **Guest login button** in the OIL's E-portal to view the available open tenders. The detailed guidelines are available in OIL's e-procurement site (Help Documentation). For any clarification in this regard, Bidders may contact ERP-MM at [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in), Ph.: 03742804903/7192/7171/7178.

6.0 **IMPORTANT NOTES:**

- 6.1 Bidders shall take note of the following important points while participating in OIL's e-procurement tender:
- i) The bid along with all supporting documents must be submitted through OIL's E-procurement site only except the following document's which shall be submitted manually by the Bidder in two copies in a sealed envelope superscribed with OIL's IFB No., Bid Closing date and addressed to DGM (Materials), OIL INDIA LTD.
    - a) Printed catalogue and Literature, if called for in the tender.
    - b) Any other document required to be submitted in original as per tender requirement.
  - ii) Bid should be submitted on-line in OIL's E-procurement site before 11.00 AM (IST) (Server Time) of the bid closing date as mentioned and will be opened on the same day at 4.00 PM (IST) at the office of the DGM (Materials) in presence of the authorized representatives of the Bidders.
  - iii) If the digital signature used for signing is not of "Class -3" with **Organization's** name, the bid will be rejected.
  - iv) The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The Bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. 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. Details of prices as per Price Bid format/Priced bid can be uploaded as Attachment just below the "Tendering Text" in the attachment option under "Notes & Attachments" tab. A screen shot in this regard is given in the "Instruction to Bidder for Submission" file for guidance. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria mentioned in Part-2, (III)-Commercial Criteria.**

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Regarding new bid submission procedure (effective from 12.04.2017 onwards), please refer **new vendor manual** available in OIL's E-tender Site:



**Oil India Limited e-Procurement**

User ID \*

Password \*

Logon Problems? [Get Support](#)

[Supplier Enlistment for E-Tender](#)

[Important Note for New Portal Users:](#)

[Click here to View Compatibility Settings](#)

[General Guidelines to bidders](#)

[Click for User Manuals](#)

Click here for the New Manual & Instruction

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

Thanking you,

Yours faithfully,  
**OIL INDIA LIMITED**

**(Balen Bharali)**  
**Chief Manager Materials-PL**  
**For DGM Materials**  
**For Chief General Manager (PLS)**

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**PART - 1****INSTRUCTIONS 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 The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
- (a) A Forwarding Letter highlighting the following points:
    - (i) Company's IFB No. & Type
    - (ii) Bid closing date and time
    - (iii) Bid opening date and time
    - (iv) Bid submission Mode
    - (v) Bid opening place
    - (vi) Bid validity, Mobilisation time & Duration of contract
    - (vii) Bid Security Declaration
    - (viii) The amount of Performance Guarantee with validity
    - (ix) Quantum of liquidated damages for default in timely completion of contract
  - (b) Instructions to Bidders, (Part-1)
  - (c) Bid Evaluation Criteria, (Part-2)
  - (d) General Conditions of Contract, (Part-3)
  - (e) Scope of Work (Part-4, Section - I)
  - (f) Payment Terms (Part-4, Section-II)
  - (g) Special Conditions of Contract (Part-5)
  - (h) Price Bid Format, (Proforma-B Annexure:DD)
  - (i) Bid Form, (Proforma-C)
  - (j) Statement of Compliance, (Proforma-D)
  - (k) Bid Security Declaration Form, (Proforma-E)
  - (l) Performance Security Form, (Proforma-F)
  - (m) Agreement Form, (Proforma-G)
  - (n) Proforma of Letter of Authority, (Proforma-H)
  - (o) Authorisation for Attending Bid Opening, (Proforma-I)
  - ~~(p) Integrity Pact, (ANNEXURE - XII)~~
  - (q) Format for Certificate of Annual turnover & Net Worth (Annexure – VI)
  - (r) General HSE Points (Appendix-A)
  - (s) Certificate for Restriction of Procurement (Proforma-A)
- 2.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.
- 2.2 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

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**3.0 TRANSFERABILITY OF BID DOCUMENTS:**

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

**4.0 AMENDMENT OF BID DOCUMENTS:**

- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum.
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the "Technical RFx Response" under the tab "Amendments to Tender Documents". The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. **Bidders are to check from time to time the E-Tender portal ["Technical RFx Response" under the tab "Amendments to Tender Documents"] 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 notarised English translated version, which shall govern for the purpose of bid interpretation.
- 5.2 **BIDDER'S/AGENT'S NAME & ADDRESS:**  
Bidders should indicate in their bids their detailed postal address including the Fax/Telephone /Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorised Agents in India, if any.
- 5.3 **DOCUMENTS COMPRISING THE BID:**  
Bids are invited under Single Stage Two Bid System. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:

**(A) TECHNICAL BID**

- (i) Complete technical details of the services & equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with Clause 10.0 hereunder.
- (iii) Bid Security Declaration in accordance with Clause 11.0 hereunder.

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- (iv) Copy of Bid-Form without indicating prices in Proforma-C
- (v) Statement of Compliance as per Proforma-D
- (vi) Copy of Priced Bid without indicating prices (Proforma-B)
- (vii) Integrity Pact digitally signed by OIL's competent personnel as Annexure-A1, attached with the bid document to be digitally signed by the Bidder.
- (viii) Undertaking towards submission of authentic information/documents as per Format vide Annexure-XI.

**(B) PRICED BID**

- (i) Bidder shall quote their prices in the following Proforma available in OIL's E-procurement portal in the **"Notes & Attachments" Tab**:
  - a) Price-Bid Format as per Proforma-B (Annexure:DD)
  - b) Bid Form as per Proforma-C
- (ii) The Priced Bid shall contain the prices and any other commercial information pertaining to the service offered. Currency of quote shall be INR only.
- (iii) For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e. NO PRICE Condition), Bidder must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE condition (i.e. Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidders shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only up to seven (07) days from the date of Price-Bid opening of the e-tender.

6.0 **BID FORM:** The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

7.0 **BID PRICE:**

- 7.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E- Tender Portal in "Notes & Attachment" Tab. Unit prices must be quoted by the Bidders, both in words and in figures.
- 7.2 Prices quoted by the successful Bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 7.3 All duties and taxes including Corporate Income Tax, Personal Tax, Octroi/Entry Tax, other Cess/levies etc. except Goods and Service Tax (GST) payable by the successful Bidder under the Contract for which this Bid Document is being

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issued, shall be included in the rates, prices and total Bid Price submitted by the Bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the Bidder.

8.0 **CURRENCY OF BID AND PAYMENT:** A Bidder is expected to submit their bid in Indian Rupees. Currency once quoted will not be allowed to be changed.

9.0 **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:** These are listed in **BID EVALUATION CRITERIA (BEC), PART-2** of the Bid document.

10.0 **BID SECURITY DECLARATION:**  
The Bid Security Declaration as per (Proforma-E) is required submit as a part of technical bid. Offer without Bid Security Declaration will be rejected.

11.0 **PERIOD OF VALIDITY OF BIDS:**

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

11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail.

12.0 **SIGNING OF BID:**

12.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the Bidder using "Class 3" digital certificates with Organizations Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having "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. Bidder must also have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization].

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

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

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected.

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

- 12.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation (as per **Proforma-H**) shall be indicated by written Power of Attorney accompanying the Bid.
- 12.3 Any physical documents submitted by Bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.
- 12.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

### 13.0 **SUBMISSION OF BIDS**

- 13.1 The tender is processed under Single Stage - Two Bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexure and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions are available in **"HELP DOCUMENTATION"** available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" under "Techno-Commercial Bid" Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just below the "Tendering Text" in the attachment link under "Techno-Commercial Bid" Tab under General Data in the e-portal. **No price should be given in the "Technical Attachment", otherwise bid shall be rejected.** The priced bid should not be submitted in physical form and which shall not be considered. For details please refer "INSTRUCTIONS" documents.

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

- 13.2 All the conditions of the contract to be made with the successful Bidder are given in various Sections of the Bid Document. Bidders are requested to state their compliance to each clause as per Proforma-D of the bid document and in case of non-compliance, if any, the same to be highlighted in the Proforma-D and the same should be uploaded along with the Technical Bid.
- 13.3 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 14.0 **INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:** Not Applicable.
- 15.0 **DEADLINE FOR SUBMISSION OF BIDS:**

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- 15.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached.
- 15.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 16.0 **LATE BIDS:** Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid.
- 17.0
- 18.0 **MODIFICATION AND WITHDRAWAL OF BIDS:**
- 18.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time.
- 18.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 18.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in debar from participation in future tenders of OIL and shall be put in the Holiday List for a period of six (06) months to two (02) years as the case may be as per Company's Banning Policy.
- 19.0 **EXTENSION OF BID SUBMISSION DATE:** Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.
- 20.0 **BID OPENING AND EVALUATION:**
- 20.1 Company will open the Technical Bids, including submission made pursuant to clause 18.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per **Proforma-I**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.
- 20.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 20.3 Bids which have been withdrawn pursuant to clause 18.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

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- 20.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security, and such other details as the Company may consider appropriate.
- 20.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice-versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 20.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the Bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other Bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 20.7 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.
- 20.8 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.
- 21.0 OPENING OF PRICED BIDS:**
- 21.1 Company will open the Priced Bids of the technically qualified Bidders on a specific date in presence of representatives of the qualified Bidders. The technically qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 21.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 21.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the

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amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

22.0 **CONVERSION TO SINGLE CURRENCY:** Not Applicable.

23.0 **EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per **BID EVALUATION CRITERIA (BEC), PART-2** of the Bid Document.

23.1 **DISCOUNTS / REBATES:** Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.

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

23.3 **LOADING OF FOREIGN EXCHANGE:** There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic Bidders.

23.4 **EXCHANGE RATE RISK:** Since Indian Bidders are now permitted to quote in any currency and also receive payments in that currency, Company will not be compensating for any exchange rate fluctuations in respect of the services.

23.5 **REPATRIATION OF RUPEE COST:** Not Applicable.

24.0 **CONTACTING THE COMPANY:**

24.1 Except as otherwise provided in **Clause 19.0** above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide **sub-clause 19.6**.

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

25.0 **AWARD CRITERIA:**

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

26.0 **COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:**

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

27.0 **NOTIFICATION OF AWARD:**

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- 27.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.
- 27.2 The notification of award will constitute the formation of the Contract.
- 28.0 **PERFORMANCE SECURITY:** Successful bidder has to submit Performance Security as mentioned in GCC clause no. 10.0.
- 28.1 Performance security @03% of total contract value is applicable against this contract. The Performance Bank Guarantee shall be denominated in the currency of the contract.
- 28.2 The Performance Bank Guarantee specified above must be valid as mentioned in the LOA. The Performance Bank Guarantee will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.
- 28.3 The Performance Bank Guarantee shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.
- 28.4 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 28.5 Failure of the successful Bidder to comply with the requirements of **clause 27.0 and/or 28.0** and their sub-clauses shall constitute sufficient grounds for annulment of the award and forfeiture of the Performance Security. In such an eventuality, the party shall be put in the Holiday List for a period from six (06) months to two (02) years as the case may be as per Company's Banning Policy.
- 28.6 Bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Bank Guarantee in OIL's office.

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

- (a) "MT 760 / MT 760 COV for issuance of bank guarantee
- (b) "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, Guwahati Branch, IFS Code – UTIB0000140, Branch Address – Axis Bank Ltd., Guwahati Branch, Chibber House, G.S. Road, Dispur, Assam, Pin – 781005.

**29.0 SIGNING OF CONTRACT:**

- 29.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of

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the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.

29.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful Bidder shall remain binding amongst the two parties.

29.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder debar the bidder and invoke the Performance Security if submitted by the successful Bidder. The party shall also be put in the Holiday List for a period from six (06) months to two (02) years as the case may be as per Company's Banning Policy.

**30.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:**

If it is found that a Bidder/contractor has furnished fraudulent information / documents, the Performance Security shall be forfeited and the party shall be banned for a period of 3 (three) years from the date of detection of such fraudulent act besides the legal action as per Company's Banning Policy.

**31.0 CREDIT FACILITY:**

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

32.0 **MOBILISATION ADVANCE PAYMENT:** Not Applicable.

33.0 **INTEGRITY PACT:** Not Applicable

**34.0 LOCAL CONDITIONS:**

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

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

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- 35.0 **SPECIFICATIONS:** Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works/services to be executed under the contract.
- 36.0 **CUSTOMS DUTY:** Not Applicable.
- 37.0 **PURCHASE PREFERENCE:NOT APPLICABLE TO THIS TENDER**
- 38.0 General Health, Safety and Environment (HSE) aspects shall be as per the terms set forth in Appendix-A of the tender document.
- 39.0 Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971 shall be as per terms set forth in Appendix-B of tender document.
- 40.0 The User Manual provided on the e-portal on the procedure How to create Response for submitting offer may be referred for guidance.

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**END OF PART - 1**

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## PART – 2

**BID REJECTION CRITERIA & BID EVALUATION CRITERIA.****BID EVALUATION CRITERIA (BEC):**

The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected. Bidders are advised not to take any exception/deviations to the bid document.

**A) TECHNICAL CRITERIA****1.0 EXPERIENCE**

The following minimum criteria shall be met by the bidder failing which their bid/offer will be rejected:

- 1.1 The bidder shall have successfully carried out **One ‘Similar Work’ of minimum executed value of INR 11.20 Lakh during past 7 years** (to be reckoned from the original bid closing date)

**Definition of ‘SIMILAR WORK’:**

**Providing hydra services /crane services / material handling services using hydra or crane for any Central Govt./ State Govt./ Semi-Govt./ Public Sector Undertaking/ State Govt. Enter-prise/ any Public Limited Company in India.**

**Note:**

- (a) Experience of above similar work shall be for any Central Govt./ State Govt./ Semi-Govt./ Public Sector Undertaking/ State Govt. Enterprise/ any Public Limited Company within India and shall be in the name of bidder only, bid/ contract from sister concern/ group company shall not be considered and shall be rejected.
- (b) Job executed by a bidder for its own organization/ subsidiary shall not be considered as experience for the purpose under BEC and shall be rejected.
- (c) Bids on Consortium or Joint venture basis are not acceptable and shall be rejected
- d) Experience of ongoing similar works which are yet to be completed shall be considered provided the contract value/quantity executed prior to due date of bid submission is equal to or more than the minimum prescribed value in the BEC. Such experience shall also be taken into consideration provided that the bidder has submitted satisfactory work/ service execution certificate issued by the end user/company.

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- (d) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date but completion/ commissioning is within the prescribed 07 (seven) years reckoned from the original bid closing date, such work experience will be considered for evaluation
- (e) Work executed amount shall be inclusive of GST/ Tax
- (f) SIMILAR work executed by a bidder as a Sub-Contract shall not be considered as experience for the purpose of meeting BEC. and shall be rejected.

1.2 Documents required to be submitted as proof of above:

- (a) Letter of Award/ Work Order copy/ Contract document showing **Scope of work** complying to the requirement of 'Similar Work' definition.
- (b) Completion Certificate issued by Project proponent (owner) in their letterhead having following details:
- Title of project/ contract
  - Original period of contract as per Letter of Award
  - Date of start of the work
  - Date of completion of the work
  - Total executed value
- (c) In case, required details are not clearly mentioned in the above documents, bidder shall submit other relevant additional supporting documents as proof of scope of work, date of completion/ commissioning of work and total executed value against the work(s).
- (d) In case of OIL contractor, copy of certificate of completion (COC)/Final Service Entry Sheet (SES)/ Work Order showing gross value of job can be submitted. It may be clearly noted that simply mentioning of OIL COC/WO no. will not be accepted

Note:

It shall be the bidder's responsibility to ensure that the documents submitted in compliance of the experience criteria is clear and adequate.

**B) FINANCIAL CRITERIA:**

2.0 The following Financial criteria shall have to be met by the bidder:

Sl.	Parameter	Financial Criteria
1	Annual Turnover	Minimum <b>INR 6.72 Lakh</b> in any of the preceding 3 (Three) financial years, considered from the original bid closing date.
2	Net worth	Net Worth of the bidder should be positive for the preceding financial/ accounting year

Note to Financial Criteria:

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- (a) 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 (as the case may be) have not been audited so far.
- (b) For proof of Annual Turnover & Net Worth, any one of the following document must be submitted along with the bid:-
- i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in Annexure – VI
- OR**
- ii) Audited Balance Sheet along with Profit & Loss account.
- (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 (CAG) of India and the Central Government, their certificates may be accepted even though FRN is not available. However, the bidder has to provide documentary evidence for the same.
- (d) All certificates issued by a Chartered Accountant in practice must mandatorily mention UDIN (Unique Document Identification Number) as instructed by Institute of Chartered Accountants of India (ICAI).

**C) COMMERCIAL EVALUATION CRITERIA.**

**3.0 Commercial Criteria**

- 3.1 Bids are invited under **SINGLE STAGE TWO BID SYSTEM**. Bidders shall quote accordingly. **Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid.** The “Unpriced Bid” shall contain all techno-commercial details except the prices, which shall be kept blank. The “Price Bid” must contain the price schedule and the bidder’s commercial terms and conditions. Bidder not complying with above submission procedure will be rejected. Bids shall be submitted under single stage Two Bid System i.e. Technical Bid and Priced Bid separately in the OIL’s e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in “Technical Attachments” Tab and Priced Bid uploaded in the “Notes & Attachments” Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.

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- 3.2 Bid security/EMD is not required against the tender. However, **Bid Security Declaration** is required and same must be submitted along with technical bid. The Bid Security Declaration format is attached vide Proforma E. Any bid not accompanied with Bid Security Declaration (As per Format) will be rejected without any further consideration.
- 3.3 MSME Bidders are also required to furnish the **Bid Security Declaration as per format**.
- 3.4 The prices offered will have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.
- 3.5 **Validity of the bid shall be minimum 120 days from the final Bid Closing date. Bids with lesser validity will be rejected.**
- 3.6 All the Bids must be Digitally Signed using Class III digital certificate (e-commerce application) with 'Certificate Type: **Organization Certificate**' as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than "Class 3" and "Organization" digital certificate, will be rejected.
- 3.7 Successful bidder will be required to furnish a **Performance Bank Guarantee @03%** of the order value.
- 3.8 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued & purchased the tender document online.
- 3.9 Bids containing incorrect statement will be rejected.
- 3.10 No offers should be sent by Telex, Cable, E-mail or Fax. Such offers will not be accepted.
- 3.11 The following points are deemed as "non-negotiable" and offer shall be rejected straightaway without seeking clarification:
- i. Validity of bid shorter than validity indicated in the tender.
  - ii. Bid Security declaration not received as per format (As per Proforma E)
  - iii. In case the party refuses to sign Integrity Pact.
- 3.12 Bidder must accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection:
- a. Firm price
  - b. EMD / Bid Bond Bid Security Declaration
  - c. Scope of work
  - d. Specifications
  - e. Price schedule
  - f. Delivery / completion schedule
  - g. Period of validity of bid
  - h. Liquidated Damages
  - i. Performance bank guarantee / Security deposit
  - j. Guarantee of material / work

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- k. Arbitration / Resolution of Dispute
- l. Force Majeure
- m. Applicable Laws
- n. Integrity Pact, if applicable

3.13 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made.

4.0 Price Schedule:

4.1 Bidder shall submit the Price Break up as per Proforma-B (Annexure DD). Bidders should fill up the annexure, sign and upload under “Notes & Attachments” > “Attachments” only. Evaluation of offers shall be done on as per price bid format.

4.2 **Comparison of bids shall be done on Total Evaluated Cost on the basis of rates quoted in the Price Bid Format and contract shall be awarded to the L1 bidder.**

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

4.4 Price bids of only those bidders will be opened whose offers are found to be techno-commercially acceptable.

4.5 **No press advertisement will be published regarding amendment to Bidding Document or extension of Bid Closing Date. The same will be uploaded in OIL's website and informed to all prospective bidders who have received the bidding documents. Bidders to keep themselves updated.**

4.6 Other terms and conditions of the enquiry shall be as per General Terms and Conditions for LCB Tender. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BEC/BRC) mentioned here contradict the Clauses in the General Terms & Conditions of LCB Tender of the tender and/or elsewhere, those mentioned in this BEC/BRC shall prevail.

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

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

4.9 There should not be any indication of price in the Un-priced Techno-Commercial Bid. If there is any indication of price in the Un-priced Techno-Commercial Bid, Such Bid will be rejected straightway.

**D) EVALUATION OF BIDS**

4.10 Bids qualifying as per terms of Technical Criteria (Para A above) and Financial Criteria (Para B above) shall be eligible for Price Bid Opening for financial

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evaluation (Price Bid Evaluation) of the bid subject to complying other commercial criteria. Decision of the owner in this regard shall be final and binding on all.

**E) EVALUATED BID PRICE:**

- 5.0 Qualified Bids and conforming to the terms & conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Evaluation Criteria shall be considered for further evaluation as per the Evaluation Criteria given below:
- a) Commercial Bids shall be evaluated taking into account the Price quoted against as per Proforma-B (Annexure DD) excluding GST. **Evaluation will be done on total cost basis.**
  - b) Contract will be awarded for all the items as per Price Bid Format.

**F) INTER-SE-RANKING OF THE QUALIFIED BIDS:**

- 5.1 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Comparison of offers will be done on **total evaluated cost** on the basis of rates quoted in the Price Bid Format.
- 5.2 In case of identical lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same lowest price.

**G) GENERAL:**

- 6.0 In case bidder takes exception to any clause of bid document not covered under BEC, 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.
- 7.0 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 also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 8.0 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.

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**END OF PART – 2**

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## PART-3

**GENERAL CONDITIONS OF CONTRACT****1.0 APPLICABILITY, DEFINITION & INTERPRETATION****1.1 Applicability**

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

**1.2 Definition & Interpretation**

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

**1.2.1 COMPANY/OIL/Operator:**

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

**1.2.2 CONTRACTOR:**

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

**1.2.3 Contract:**

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

**1.2.4 Site:**

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

**1.2.5 COMPANY's Site Representative/Engineer:**

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

**1.2.6 Sub-Contract:**

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

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**1.2.7 Sub-Contractor:**

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

**1.2.8 Contractor's Representative:**

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

**1.2.9 Contract Price/Value:**

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

**1.2.10 Firm price:**

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

**1.2.11 Service/Works/Operations:**

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

**1.2.12 Equipment/Materials/Goods:**

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

**1.2.13 Drawings:**

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

**1.2.14 Specifications:**

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

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**1.2.15 Engineer In-charge (EIC):**

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

**1.2.16 Inspectors:**

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

**1.2.17 Tests:**

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

**1.2.18 Approval:**

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

**1.2.19 Day:**

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

**1.2.20 Month:**

Shall mean a calendar month as per Gregorian calendar.

**1.2.21 Year:**

Shall mean calendar year as per Gregorian calendar.

**1.2.22 Working day:**

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

**1.2.23 Bid/offer:**

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

**1.2.24 Guarantee:**

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

**1.2.25 Mobilization:**

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

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**1.2.26 De-mobilization:**

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

**1.2.27 Willful Misconduct:**

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

**1.2.28 Gross Negligence:**

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

**1.2.29 Criminal Negligence:**

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

**1.2.30 GST Legislations:**

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

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

**2.0 CONTRACT DOCUMENT:**

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

**2.2 Entire Agreement:** The CONTRACT constitutes the entire agreement between OIL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral)

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of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the contract or included by reference.

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

3.0 **WAIVERS AND AMENDMENTS:**

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

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

4.0 **CONTRACT TIMELINE:**

4.1 **Effective Date of Contract:**

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

4.2 **Date of Commencement of Operation:**

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

4.3 **Duration of the contract:**

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

5.0 **SCOPE OF WORK/CONTRACT:**

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

6.0 **GENERAL OBLIGATION OF CONTRACTOR:**

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

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- 6.1 Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.
- 6.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.
- 6.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 6.4 Comply with all applicable statutory obligations specified in the contract.
- 6.5 CONTRACTOR shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 6.6 CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.
- 6.7 CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.
- 7.0 **GENERAL OBLIGATION OF COMPANY:**  
COMPANY shall, in accordance with and subject to the terms and conditions of this contract:
- 7.1 Pay CONTRACTOR in accordance with terms and conditions of the contract.
- 7.2 Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.
- 7.3 Perform all other obligations required of COMPANY by the terms of this contract.
- 8.0 **DUTIES AND POWER/AUTHORITY:**
- 8.1 **OIL's site representative/engineer:**  
The duties and authorities of OIL's site representative/engineer are to act on behalf of OIL for:
- (a) Overall supervision, co-ordination and Project Management at site.
- (b) Proper and optimum utilization of equipment and services.

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- (c) Monitoring of performance and progress
- (d) Commenting/countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- (e) He shall have the authority, but not obligation at all times and any time to inspect/test/examine/verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However, this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.
- (f) Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

## 8.2 **CONTRACTOR's representative:**

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

## 9.0 **Personnel to be deployed by contractor:**

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

- 9.1 The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.
- 9.2 The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.

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

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

**10.0 PERFORMANCE SECURITY:**

10.1 On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-F and must be in the form of a Bank Draft/Cashier's cheque/Banker's cheque\*/ NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee from Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR/service provider.

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

Full address.

Branch Code.

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

Phone Nos., Fax Nos., E-mail address.

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

10.4 The Performance Security shall be denominated in the currency of the contract.

10.5 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.

10.6 The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.

10.7 The Performance Security will not accrue any interest during its period of validity or extended validity.

10.8 Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an eventuality, action will be initiated as per the

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Banning Policy of OIL in vogue.

*#Subject to credit in OIL's account within prescribed time*

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

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

#### 11.0 **SIGNING OF CONTRACT:**

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

#### 12.0 **CLAIMS, TAXES & DUTIES:**

##### 12.1 **Claims:**

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

##### 12.2 **Notice of claims:**

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

##### 12.3 **Taxes:**

12.3.1 CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of

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payments received by it from the COMPANY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

- 12.3.2 Tax levied on CONTRACTOR as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on CONTRACTOR's account.
- 12.3.3 CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.
- 12.3.4 The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 12.3.5 Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the COMPANY and/or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the CONTRACTOR.
- 12.3.6 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.
- 12.3.7 Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.
- 12.3.8 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.
- 12.3.9 CONTRACTOR shall provide all the necessary compliances/invoice/ documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).
- 12.3.10 The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:
- (i) Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR).
  - (ii) Name and Address and GST Registration Number of the Service Receiver

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(Address of OIL).

(iii) Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess).

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

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

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

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

#### 12.4 Goods and Services Tax:

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

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

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

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

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

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

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

**12.5 Anti-profiteering clause**

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

**13.0 CUSTOMS DUTY, IF APPLICABLE: NOT APPLICABLE****14.0 INSURANCE:**

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

Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Company against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the

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Company. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under Contract. All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in value of Contract to the extent of reduced premium amounts. Contractor shall cover insurance with Indian Insurance Companies.

- 14.2 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 14.3 CONTRACTOR shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.
- 14.4 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

14.5 **Certificate of Insurance:**

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

- a) Kinds and amounts of insurance as required herein
  - b) Details of coverage
  - c) Insurance corporation or companies carrying the aforesaid coverage
  - d) Effective and expiry dates of policies
  - e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
  - f) Waiver of subrogation endorsement has been attached to all policies and
  - g) The territorial limits of all policies.
- 14.6 Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.
- 14.7 If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting

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therefrom shall be to the sole account of Contractor.

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

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

14.9 **Principal Assured**

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

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

14.10 **Waiver of subrogation:**

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

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

14.11 **Deductible:**

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

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

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

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

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

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confirmations submitted.

14.13 **Loss Payee Clause:**

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

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

14.14 **On account payment to OIL in case of claim**

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

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

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

- i) **Workman Compensation and/Employers’ Liability Insurance:** Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.
- ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.
- iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.
- iv) **Carrier’s Legal Liability Insurance:** Carrier’s Legal Liability Insurance in respect of all CONTRACTOR’s items to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.
- vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.

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vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).

viii) **Any other insurance policy set forth in the SCC**

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

#### 15.0 **LIABILITY:**

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

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- 15.5 Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, CONTRACTORS or sub-CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the COMPANY and/or their CONTRACTORS or sub-CONTRACTORS, irrespective of how such loss or damage is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS. The COMPANY shall protect, defend, indemnify and hold harmless CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.
- 15.6 Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORS, sub-CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORS or sub-CONTRACTORS irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.
- 15.7 The COMPANY agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for loss or damage to the equipment of COMPANY and/or its CONTRACTORS or sub-CONTRACTORS when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 15.8 The COMPANY hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for injury to, illness or death of any employee of the COMPANY and of its CONTRACTORS, sub-CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 16.0 **LIMITATION OF LIABILITY:**
- a) Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.
- b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or

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

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

**17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:**

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

**18.0 CONSEQUENTIAL DAMAGE:**

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

**19.0 RISK PURCHASE:**

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

**20.0 INDEMNITY AGREEMENT:**

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

**21.0 INDEMNITY APPLICATION:**

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

**22.0 ROYALTY PATENTS:**

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

**23.0 WARRANTY AND REMEDY OF DEFECTS:**

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

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thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

**24.0 SUBCONTRACTING/ASSIGNMENT:**

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

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

**25.0 RECORDS, REPORTS AND INSPECTION:**

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

**26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**

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

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hereinabove contained shall deprive the CONTRACTOR of the right to use or disclose any information which is:

- a) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the CONTRACTOR shall immediately inform to COMPANY; or
- b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.

26.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.

26.3 Any document supplied to the CONTRACTOR in relation to the contract other than the Contract itself remain the property of COMPANY and shall be returned (in all copies) to COMPANY on completion of CONTRACTOR's performance under the Contract if so required by COMPANY.

26.4 During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

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

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

**27.0 REMUNERATION AND TERMS OF PAYMENT:**

27.1 COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.

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

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- and also cancellation of re-export bond if any.
- e) Any other documents as required by applicable Indian Laws.

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

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

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

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

**29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI ETC.**

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

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

- (i) Copy of PF-ECR duly stamped by the designated Bank, alongwith a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (<http://www.epfindia.gov.in>).
- (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.
- (b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.

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(ii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:

- 1) The furnished information is correct to the best of his knowledge.
- 2) In case any discrepancies or irregularities is/are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.
- 3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
- 4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee/Security Deposit may be withheld by OIL.

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

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

### 30.0 **TIMELY MOBILISATION AND LIQUIDATED DAMAGES:**

- a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.
- b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.
- c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.

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

### 31.0 **FORCE MAJEURE:**

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

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

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

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

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

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

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

**32.0 SET-OFF:**

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

**33.0 WITHHOLDING:**

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

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

33.2 Defective work not remedied by CONTRACTOR.

33.3 Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.

33.4 Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc. with respect to personnel engaged by the CONTRACTOR.

33.5 Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.

33.6 Any failure by CONTRACTOR to fully reimburse COMPANY under any of the indemnification provisions of this Contract. If, during the progress of the work CONTRACTOR shall allow any indebtedness to accrue for which CONTRACTOR, under any circumstances in the opinion of COMPANY, may be primarily or contingently liable or ultimately responsible and CONTRACTOR shall, within five days after demand is made by COMPANY, fail to pay and discharge such indebtedness, then COMPANY may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to CONTRACTOR, a sum equal to the amount of such unpaid indebtedness.

33.7 Withholding will also be effected on account of the following:

- i) Order issued by a Court of Law or statutory authority in India.
- ii) Income-tax deductible at source according to law prevalent from time to time

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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 are removed, payment shall thereafter be made for amounts so with-held.

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

34.0 **APPLICABLE LAWS:**

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts situated in Guwahati and Principal Bench of Guwahati High Court.

This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts, mentioned hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

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

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

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

### 35.0 LABOUR LAWS:

- i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.
- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
- v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.
- vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.
- vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.
- viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).
- ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under

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which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.

- x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

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

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

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

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

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

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

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

38.0 **POLLUTION AND CONTAMINATION:**

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

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

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

**39.0 STATUTORY VARIATION/NEWLY ENACTED LAW:**

- 39.1 All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.
- 39.2 In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes and/or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.
- 39.3 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion/mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.

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- 39.4 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 39.5 Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:
- Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORS and Agents etc.
  - Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORS, agents etc.
  - Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORS, vendors, agents etc. of the CONTRACTOR.
  - Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.
- 39.6 In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:
- Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and GST tax amount.
  - Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.
- 39.7 The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.
- 39.8 Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.
- 40.0 **SEVERABILITY:**
- Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.
- 41.0 **Commission of misconduct/submission of fraudulent document by the bidder/contractor and Banning thereof:**

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

#### 42.0 SETTLEMENT OF DISPUTES:

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

1. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:
2. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days' notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
3. It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.
4. The number of arbitrators and the appointing authority will be as under:

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

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		two Arbitrators.
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5. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
6. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
7. Parties agree and undertake that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
8. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended).
9. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
  - (i) 20% of the fees if the claimant has not submitted statement of claim.
  - (ii) 40% of the fees if the pleadings are complete
  - (iii) 60% of the fees if the hearing has commenced.
  - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.
10. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.
 

In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.
11. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule--- of the Act and such expenses shall be equally borne by the parties.
12. The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.

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13. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
14. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

- a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.
- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

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

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

**42.4 Resolution of disputes through conciliation by OEC**

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

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside

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Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).
- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
- g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.
- h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.

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- j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.
- k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.
- l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

#### 42.5 Exclusions

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

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

#### 43.0 COMPLETION OF CONTRACT:

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

#### 44.0 TERMINATION:

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

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

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

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

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

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

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

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

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

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

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

45.0 **TO DETERMINE THE CONTRACT:**

In such an event the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and

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completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

**46.0 WITHOUT DETERMINING THE CONTRACT:**

To take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

**47.0 ERRING/DEFAULTING AGENCIES:**

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

**48.0 MISCELLANEOUS PROVISIONS:**

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

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

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

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

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**END OF PART-3**

PIPELINE HEADQUARTER	IFB No CIP7673P22 FOR PROVIDING SERVICES OF 14 TON HYDRA (ON CALL BASIS) FOR SITE CLEARING ACTIVITIES UNDER DISMANTLING PROJECT AT PS4,PS5,PS6 & PS7 MADARIHAT FOR A PERIOD OF ONE YEAR	OIL INDIA LTD. GUWAHATI Page 60 of 97
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**PART – 4**  
**SECTION - I**  
**SCOPE OF WORK**  
**UNDER THE CONTRACT**

PIPELINE HEADQUARTER	IFB No CIP7673P22 FOR PROVIDING SERVICES OF 14 TON HYDRA (ON CALL BASIS) FOR SITE CLEARING ACTIVITIES UNDER DISMANTLING PROJECT AT PS4,PS5,PS6 & PS7 MADARIHAT FOR A PERIOD OF ONE YEAR	OIL INDIA LTD. GUWAHATI Page <b>61</b> of <b>97</b>
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**SCOPE OF WORK****A) INTRODUCTION**

OIL's 16-Inch diameter, Numaligarh – Siliguri Multiproduct Pipeline (NSPL) of length 654 Km and capacity 1.721 MMTPA is in operation since 2008-09 with one Dispatch Station, one Receipt Terminal, four Intermediate Pigging Stations (IP) and nine Sectionalizing Valve Stations spread across states of Assam and West Bengal.

To evacuate additional product after implementation of Numaligarh Refinery Expansion Project (NREP), OIL has signed MoU with NRL on 18.12.2020 to enhance capacity of NSPL from 1.721 MMTPA to 5.5 MMTPA. As per DFR prepared by EIL and further analysis by OIL, OIL will enhance capacity of the pipeline by installing intermediate pumping station at existing IP station locations (Sekoni, Guwahati, Bongaigaon and Madarihat).

As per DFR, site selected for new NSPL pump stations are mostly on old pump station buildings. Hence, immediate requirement of dismantling of old pump stations at PS4, PS5, PS6 & PS7 has arisen to make front available. Accordingly contract was awarded for the dismantling job in the following four locations. For ease of execution and monitoring, total scope of dismantling has been segregated into four groups:

Group A: PS4 Sekoni & Numaligarh Dispatch Terminal\*

Group B: PS5 Guwahati

Group C: PS6 Bongaigaon

Group D: PS7 Madarihat & Rangapani Terminal\*

\*Minor dismantling work involvement at NDT and Rangapani Terminal for which hydra services are not envisaged under this contract.

For doing dismantling job in the above four locations, suitable space is to be provided by OIL for storing dismantled equipment and machineries at the designated site. After UGPS Phase-1 and Phase-II Project, there is limited space availability inside the industrial area and most of the available space has already been occupied with scrap materials, used cable drums, scrap pipe, old vehicles etc.

Under the scope of this contract, contractor is required to provide hydra services to clear the designated site at PS4, PS5, PS6 and PS7 Madarihat for storing dismantled equipments and machineries safely. The contractor is required to fix the designated site in consultation with concerned station in charge/ Station Engineer before executing works at site/mobilization of resources at site.

The services of hydra shall be on call basis/ as and when required basis. The contractor shall obtain necessary work permit from station in charge/ concerned engineer in charge before executing work at site. At the time of execution of work, the manpower as described under **clause 4 of Section B** of SCC shall be present.

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Works under the contract are required to be carried out inside operational petroleum installations falling under the Factories Act and Rules. All statutory requirements including safety norms, as necessitated, must be complied by the contractor.

**END OF PART4, SECTION – I**

PIPELINE HEADQUARTER	IFB No CIP7673P22 FOR PROVIDING SERVICES OF 14 TON HYDRA (ON CALL BASIS) FOR SITE CLEARING ACTIVITIES UNDER DISMANTLING PROJECT AT PS4,PS5,PS6 & PS7 MADARIHAT FOR A PERIOD OF ONE YEAR	OIL INDIA LTD. GUWAHATI Page <b>63</b> of <b>97</b>
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**PART – 4****SECTION – II****PAYMENT TERMS****1 General**

The terms and mode of payment shall be as per details given below and as per the relevant clauses of GCC, ITB & SCC as applicable.

Payment shall start only after signing of Contact Agreement as per Tender document & receipt and confirmation of contract cum performance Bank Guarantee.

Prices shall be as per the Price Schedule Format. Statutory variation in taxes, if any, within the contractual completion period shall be borne by owner. Any decrease in the rate of taxes and duties shall be passed on to the owner. No variation in taxes duties or levies other than Goods & Service tax shall be payable.

**2 Schedule of works, Unit, Quantities, Rates and Prices (SOQ/SOR)**

Please refer Price Bid Format for Schedule of works under the contract.

**3 Terms & Mode of Payment**

- a) OIL will not pay any advance payment.
- b) Payment shall be made through RTGS/NEFT.
- c) The contractor is required to certify the following quantity from concerned OIL's engineer/ Station In Charge of PS4,PS5,PS6 and PS7
  - Number of days of providing hydra services at PS4,PS5,PS6 & PS7
  - Number of Man-days of unskilled labour and supervisor
- d) Payment shall be done on actual basis of work. Contractor shall raise bill as per actual amount of work executed and payment will be processed for certified quantities.
- e) Owner has the right to process the payment with certain deviations or retention with sufficient justifications. Decision of the owner in this regard shall be final and binding.

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**PART 5**

**SPECIAL CONDITIONS OF CONTRACT**

PIPELINE HEADQUARTER	IFB No CIP7673P22 FOR PROVIDING SERVICES OF 14 TON HYDRA (ON CALL BASIS) FOR SITE CLEARING ACTIVITIES UNDER DISMANTLING PROJECT AT PS4,PS5,PS6 & PS7 MADARIHAT FOR A PERIOD OF ONE YEAR	OIL INDIA LTD. GUWAHATI Page <b>65</b> of <b>97</b>
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**A) GENERAL**

a) Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC), Specifications of Work, Drawings and other documents forming part of this contract wherever the context so requires.

b) Notwithstanding the sub-division of the documents into these separate parts and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract in so far as it may be practicable to do so.

c) Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the special Conditions of Contract shall be deemed to over-ride the provisions of

d) The General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

e) In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Scope of Work or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:

i) Contract Agreement

ii) Detailed Letter of Acceptance along with Statement of Agreed Variations.

iii) Fax / Letter of Intent / Fax of Acceptance.

iv) Schedule of Rates as enclosures to Detailed Letter of Acceptance.

v) Scope of Work.

vi) Special Conditions of Contract.

vii) Instruction to Bidders

viii) General Conditions of Contract.

ix) Indian Standards

x) Other applicable Standards

xi) A variation or amendment issued after the execution of the formal contract shall take precedence over respective clauses of the formal contract and its Annexures.

h) It will be the contractor's responsibility to bring to the notice of Engineer-inCharge any irreconcilable conflict in the contract documents before starting the work (s) with reference to which the conflict exists.

i) Scope of work shall be read in conjunction with item description of Schedule of Rates.

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**B) SPECIAL CONDITION OF CONTRACT**

1. Hydra(Capacity 14 Ton) deployed against the tender should be fit for execution of job at site.
2. The contractor has to deploy an experienced HYDRA operator and an assistant for operation of the Hydra. Hydra operator employed by contractor should have required knowledge and experience of operation and maintenance of hydra. The personnel to be deputed by the contractor should meet the following requirements:
  - a. Should be medically fit to work at site and not physically/mentally handicapped.
  - b. Should possess good conduct and discipline.
  - c. Should be of minimum 18 years of age and not above 60 years of age.
3. The personnel to be deputed by the contractor shall observe all security, fire and safety rules of Oil India Limited while at the site. The work will be supervised by supervisor deployed by the contractor and the hydra operator/assistant has to strictly adhere to the instructions given to them by the EIC / Plant Safety Officer and ensure compliance of the same by the contractor's personnel.
4. **The contractor shall deploy four nos of unskilled labor, 1 no of supervisor ,1 No of hydra operator along with 1 assistant/helper to hydra operator for each site of PS4 , PS5 , PS6 and PS7 Madarihat.**
5. Boarding and lodging facilities for contractor's personnel for carrying out the work is to be made by the contractor at his own cost. Also any transportation activity in connection with the execution of the contract, including travel of the personnel to the site and back shall be the responsibility of the contractor. OIL shall have no obligation in this regard.
6. All the applicable Insurance with required financial cover for the subject Job as mentioned under Clause No. 14 of GCC and as per the requirement shall be submitted to the Engineer-in- Charge.
7. Contractor will be responsible for insurance coverage of his personnel and OIL will have no liability whatsoever, on this account. Damage, if any to roads/ building / structures, equipment, property etc. of OIL by the hydra will be made good by the contractor free of cost.
8. In case of operators/driver absence, the contractor shall arrange alternative immediately for continuation of Site work.
9. The contractor will be solely responsible for safety and security of his own equipment, manpower and resources deployed against the contract.
10. The contractor shall attend breakdown job at any time. For break down maintenance, the contractor shall have to deploy spares, personnel on crash basis to minimize downtime of equipment.

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11. Dismantling of wheels and changing tyre or any other related jobs like repairing of puncture, replacement of damaged hoses, seal kits etc. shall be done by the contractor at their own cost.
12. For operation of hydra consumables, fuel (Diesel) and lubricants required will be arranged by contractor themselves at their own cost and also need to be kept the same in their safe custody.
13. The contractor's supervisor shall collect the work schedule if any for the next working day and will execute the job accordingly next morning. The allotted resource along with manpower should report to concerned reporting engineer at specific work site.
14. Any damage of tools & tackles, materials, heavy equipment, machineries etc. due to mal-operation and improper handling during contract period shall have to be repaired/replaced by contractor at his own expenses.
15. Contractor shall have to arrange gate passes/photo passes etc. for his material/staff for entry inside the industrial area of OIL's pump Station.
16. Providing personnel protective equipment's like safety shoe, helmet, goggles, gloves, etc., to every workman under the contract shall be under contractor's scope.
17. Supervision: The supervision of the personnel shall be done by the supervisor and the name of the supervisor shall be intimated to the Engineer-In-Charge at the commencement of contract.
18. Safety requirements: In case of accident or physical injury to any contractor's personnel, all responsibilities for medical treatment, financial compensation etc. will be in contractor's scope. In case, OIL arranges for medical treatment etc. in case of urgency, cost of the same shall be deducted from contractor.

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**END OF PART - 5**

PIPELINE HEADQUARTER	IFB No CIP7673P22 FOR PROVIDING SERVICES OF 14 TON HYDRA (ON CALL BASIS) FOR SITE CLEARING ACTIVITIES UNDER DISMANTLING PROJECT AT PS4,PS5,PS6 & PS7 MADARIHAT FOR A PERIOD OF ONE YEAR	OIL INDIA LTD. GUWAHATI Page 68 of 97
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**PROFORMA-A****CERTIFICATE FOR RESTRICTION OF PROCUREMENT**

To  
OIL INDIA LIMITED  
Pipeline Headquarter, Guwahati

**Sub: IFB No. ....**

Gentlemen,

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"*

Dated this \_\_\_\_\_ day of \_\_\_\_\_

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

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

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

**Seal of the Bidder:**

PIPELINE HEADQUARTER	IFB No CIP7673P22 FOR PROVIDING SERVICES OF 14 TON HYDRA (ON CALL BASIS) FOR SITE CLEARING ACTIVITIES UNDER DISMANTLING PROJECT AT PS4,PS5,PS6 & PS7 MADARIHAT FOR A PERIOD OF ONE YEAR	OIL INDIA LTD. GUWAHATI Page <b>69</b> of <b>97</b>
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**BID FORM**

To  
OIL INDIA LIMITED  
Pipeline Headquarter, Guwahati

**Sub: IFB No. ....**

*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 services in conformity with the said conditions of Contract and Terms of Reference for the sum of \_\_\_\_\_ (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 within (\_\_\_\_\_) days calculated from the date of issue of Letter of Award (LOA).

If our Bid is accepted, we will obtain the guarantee of a bank in a as per tender document for the due performance of the Contract.

We agree to abide by this Bid for a period of 120 days from the date fixed for 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 \_\_\_\_\_

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

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

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

**Seal of the Bidder:**

PIPELINE HEADQUARTER	IFB No CIP7673P22 FOR PROVIDING SERVICES OF 14 TON HYDRA (ON CALL BASIS) FOR SITE CLEARING ACTIVITIES UNDER DISMANTLING PROJECT AT PS4,PS5,PS6 & PS7 MADARIHAT FOR A PERIOD OF ONE YEAR	OIL INDIA LTD. GUWAHATI Page <b>70</b> of <b>97</b>
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Tender No. : .....

**STATEMENT OF COMPLIANCE**  
**(Only exceptions/deviations to be rendered)**

SECTION NO. (PAGE NO.)	CLAUSE NO. SUB-CLAUSE NO.	COMPLIANCE/ NON COMPLIANCE	REMARKS

**(Authorised Signatory).**

**Name of the Bidder**\_\_\_\_\_

**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 highlighted as per format provided above and to be submitted as part of their Technical Bid. If the Proforma is left blank, then it would be presumed that the Bidder has not taken any exception/deviation to the terms and conditions of the bid document.

PIPELINE HEADQUARTER	IFB No CIP7673P22 FOR PROVIDING SERVICES OF 14 TON HYDRA (ON CALL BASIS) FOR SITE CLEARING ACTIVITIES UNDER DISMANTLING PROJECT AT PS4,PS5,PS6 & PS7 MADARIHAT FOR A PERIOD OF ONE YEAR	OIL INDIA LTD. GUWAHATI Page <b>71</b> of <b>97</b>
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**PROFORMA-E****BID SECURING DECLARATION**

To,

OIL INDIA LIMITED

PIPELINE HEADQUARTER, Guwahati, ASSAM, INDIA

Whereas ..... (herein after called 'the Bidder') has submitted their Bid No. .... dated..... against OIL INDIA LIMITED, GUWAHATI, ASSAM, INDIA (hereinafter called the Purchaser)'s tender No..... for the supply of .....

(hereinafter called 'the Bid') KNOW ALL MEN by these presents that if I/We withdraw or modify our Bid during the period of validity, or if I/We are awarded the contract and I/We fail to sign the contract, or to submit a performance security before the deadline defined in the NIT / Purchase Order, then I/We shall be suspended for the period of two (2) years. This suspension of two years shall be automatic without conducting any enquiry.

**Signature & Seal of the Bidder**

PIPELINE HEADQUARTER	IFB No CIP7673P22 FOR PROVIDING SERVICES OF 14 TON HYDRA (ON CALL BASIS) FOR SITE CLEARING ACTIVITIES UNDER DISMANTLING PROJECT AT PS4,PS5,PS6 & PS7 MADARIHAT FOR A PERIOD OF ONE YEAR	OIL INDIA LTD. GUWAHATI Page 72 of 97
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**FORM OF PERFORMING BANK GUARANTEE**

To:

M/s. Oil India Limited  
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WHEREAS \_\_\_\_\_ (Name and address of Contractor) (hereinafter called “Contractor”) had undertaken, in pursuance of Contract No. \_\_\_\_\_ to execute (Name of Contract and Brief Description of the Work) \_\_\_\_\_ (hereinafter called “the Contract”).

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

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

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_

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

A. Issuing Bank:  
BANK FAX NO:  
BANK EMAIL ID:  
BANK TELEPHONE NO:  
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Notwithstanding anything contained herein:

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

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

SIGNATURE AND SEAL OF THE GUARANTORS\_\_\_\_\_

Designation\_\_\_\_\_

Name of the Bank\_\_\_\_\_

Address \_\_\_\_\_

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**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, Assam and Pipeline Office at Guwahati 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 Award 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 Annexure attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- a. General Conditions of Contract, (Part-3, Section-I)
- b. Scope of Work/ Special Conditions of Contract for Civil works (Part-3)
- c. Certificate for Restriction of Procurement (Proforma-A)
- d. Price Bid Format, (Proforma-B)
- e. Bid Form, (Proforma-C)
- f. Statement of Compliance, (Proforma-D)
- g. Performance Security Form, (Proforma-F)

PIPELINE HEADQUARTER	IFB No CIP7673P22 FOR PROVIDING SERVICES OF 14 TON HYDRA (ON CALL BASIS) FOR SITE CLEARING ACTIVITIES UNDER DISMANTLING PROJECT AT PS4,PS5,PS6 & PS7 MADARIHAT FOR A PERIOD OF ONE YEAR	OIL INDIA LTD. GUWAHATI Page 75 of 97
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- h. Undertaking towards submission of authentic information/documents as per Format vide Annexure-XI.

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 Guwahati, Assam as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)

Name:

Status:

In presence of

1.

2.

For and on behalf of Contractor

(M/s. \_\_\_\_\_)

Name:

Status:

In presence of

1.

2.

---

\* Bidders are NOT required to complete this form.

PIPELINE HEADQUARTER	IFB No CIP7673P22 FOR PROVIDING SERVICES OF 14 TON HYDRA (ON CALL BASIS) FOR SITE CLEARING ACTIVITIES UNDER DISMANTLING PROJECT AT PS4,PS5,PS6 & PS7 MADARIHAT FOR A PERIOD OF ONE YEAR	OIL INDIA LTD. GUWAHATI Page <b>76</b> of <b>97</b>
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PROFORMA LETTER OF AUTHORITY

TO  
**GM (C&P)**  
OIL INDIA LIMITED

PIPELINE HEADQUARTER, Guwahati, ASSAM, INDIA

Sir,

**Sub: OIL's IFB No. ....**

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. \_\_\_\_\_ for hiring of services for \_\_\_\_\_.

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

Yours Faithfully,

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

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

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

**Seal of the Bidder:**

**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. If signed by a consortium, it shall be signed by members of the consortium.

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PROFORMA-IAUTHORISATION FOR ATTENDING BID OPENING

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

TO

**GM (C&P)**

OIL INDIA LIMITED

PIPELINE HEADQUARTER, Guwahati, ASSAM, INDIA

Sir,

**Sub: OIL's e-Tender No. ....**

We hereby authorise Mr. /Ms. \_\_\_\_\_ (Name and address) to be present at the time of Pre-Bid Meeting / Un-priced Bid Opening / PriceBid Opening and for any subsequent correspondence / communication of the above Tender due on \_\_\_\_\_ on our behalf.

Yours Faithfully,

**Authorised Person's Signature:** \_\_\_\_\_**Name:** \_\_\_\_\_**Designation:** \_\_\_\_\_**Seal of the Bidder:** \_\_\_\_\_

**Note:** This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

\*\*\*

PIPELINE HEADQUARTER	IFB No CIP7673P22 FOR PROVIDING SERVICES OF 14 TON HYDRA (ON CALL BASIS) FOR SITE CLEARING ACTIVITIES UNDER DISMANTLING PROJECT AT PS4,PS5,PS6 & PS7 MADARIHAT FOR A PERIOD OF ONE YEAR	OIL INDIA LTD. GUWAHATI Page <b>78</b> of <b>97</b>
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**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from the audited financial statements of M/s... .. (Name of the Bidder) for the last three (3) completed accounting years up to ..... (as the case may be) are correct.

<b>YEAR</b>	<b>TURN OVER In INR Crores / US\$ Million*</b>	<b>NET WORTH In INR Crores / US \$ Million *</b>

\* Rate of Conversion (if used any): USD 1.00 = INR. .... .

Place :

Date:

Seal:

Membership No ..

UDIN No.

Registration Code:

Signature :

[\* Applicable only for GLOBAL tenders.]

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PIPELINE HEADQUARTER	IFB No CIP7673P22 FOR PROVIDING SERVICES OF 14 TON HYDRA (ON CALL BASIS) FOR SITE CLEARING ACTIVITIES UNDER DISMANTLING PROJECT AT PS4,PS5,PS6 & PS7 MADARIHAT FOR A PERIOD OF ONE YEAR	OIL INDIA LTD. GUWAHATI Page <b>79</b> of <b>97</b>
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**PROFORMA -BBX– To Be filled by Bidder**

Bidder shall submit following filled-up format for each work experience submitted.

**FORMAT FOR TECHNICAL WORK EXPERIENCE**

Sl. No.	Required details	Work Experience no. ....
1.	Title of work	
2.	Client/ Project Proponent	
3.	Client category (Govt./ Semi Govt./ PSU/ Public Limited Company etc.)	
4.	Brief description of work	
5.	Is the work executed in India	Yes / No
6.	Name of vendor as mentioned in above document in LoA/ Work Order/ Contract	
7.	Original period of work (in months) as per letter of award, without time extensions	
8.	Work start date	
9.	Work completion/ commission date	
10.	Awarded value of Work (including GST/Tax)	
11.	Executed value of Work (including GST/Tax)	
12.	File name and relevant page no. of the uploaded document in e-portal <b>as proof of Letter of Award</b> for the work	
13.	File name and relevant page no. of the uploaded document in e-portal <b>as proof of Contract/ Work Order</b> for the work	
14.	File name and relevant page no. of the uploaded document in e-portal <b>as proof of Completion Certificate</b> for the work	
15.	File name and relevant page no. of the uploaded document in e-portal <b>as proof of relevant additional supporting documents</b> for the work	
16.	File name(s) and relevant page no. of the uploaded documents in e-portal as proof of relevant additional supporting documents	



**GENERAL HSE POINTS**

1.0 It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect in the Health, Safety & Environmental aspects of the entire job (namely, the persons 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-Contractors.

2.0 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 the Company PPE schedule. Safety appliances like protect 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.

3.0 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including as assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries and materials from the mining operation/operations to be done by the Contractor and how it is to be managed.

4.0 The Contractor shall provide a copy of SOP to the person designated the Mine Owner who shall be supervising the Contractor's work.

5.0 Keep an up to date SOP and provide a copy to changes to a person designed by the Mine Owner/Agent/Manager

6.0 The 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

7.0 All persons deployed by the Contractor for working in 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.

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8.0 The Contractor shall submit to DGMS indicating – name of his firm Registration Number, name & Address of person heading the firm, nature of work, type of deployment of work persons, No. 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.

9.0 The return shall be submitted quarterly (by 10<sup>th</sup> 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.

10.0 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 the Company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.

11.0 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.

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

13.0 The Contractor shall have to report all incidents including near miss to installation manager/Departmental Representative of concerned department of OIL.

14.0 The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and main attendance of his men every day for the work, punctuality.

15.0 If the Company arranges any safety class/training for the working personnel at site (Company employees, Contractor worker etc.) the Contractor will not have any objection to any such training.

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

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

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

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

20.0 A Contractor employee must, while at work, co-operate 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.

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

22.0 In case Contractor is found non-compliant of HSE laws as required the Company will have the right for directing the Contractor to take action comply with the requirements, and for further non-compliance, the Contractor

23.0 When there is a significant risk to health, environment or safety of a persons or pace arising because of a non-compliance of HSE measure the Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.

24.0 The Contractor should prevent the frequent change of his contractual employees as far as practicable.

25.0 The Contractor should frame a mutually agreed bridging document between OIL and the Contractor with roles and responsibilities clearly defined.

26.0 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.

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PIPELINE HEADQUARTER	IFB No CIP7673P22 FOR PROVIDING SERVICES OF 14 TON HYDRA (ON CALL BASIS) FOR SITE CLEARING ACTIVITIES UNDER DISMANTLING PROJECT AT PS4,PS5,PS6 & PS7 MADARIHAT FOR A PERIOD OF ONE YEAR	OIL INDIA LTD. GUWAHATI Page 83 of 97
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Appendix-B**Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971**

Every Contractor to whom this Act applies shall execute any work through Contract Labour only after obtaining valid license from Licensing Officer. To obtain license contractor is required to submit:

- i) Application in Form IV in triplicate duly filled (Name of the Proprietor/Partner or the Directors/Responsible person in case of firm/company, complete postal address including Pin Code number, Telephone Number, Fax Number & E-mail address, if any), correct details of PE and work to be executed etc. correctly against all columns;
- ii) In case contractor is registered under the Companies Act and applicant is other than Director then he should be holding valid Power of Attorney.
- iii) Original Form-V issued by PE
- iv) Demand Draft for license fees and security deposit payable in favour of Regional Labour Commissioner (Central), Ajmer along with duly filled central challan (in TR-6) duly signed by applicant in quadruplicate for each demand draft;
- v) Copy of Work Order;
- vi) Copy of Partnership Deed and in case of Company, the application should be accompanied with Memorandum of Association/Article of Association;

Note: 1. Application form complete in all respect shall be either personally delivered to the Licensing Officer or can be sent by Registered A.D. Post.

2. Contractors, may intimate Dy. Chief Labour Commissioner (Central), Ajmer for expediting/suitable action if they do not receive license nor any communication within a week.

3. Contractors are not required to visit office of Licensing Officer unnecessarily for obtaining license until and unless they have been specifically advised to appear in person. Appearance of contractors in the office of licensing officer for obtaining license by persuasion will be viewed seriously.

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**GeM Registration ID Declaration**

To,

OIL INDIA LIMITED

PIPELINE HEADQUARTER, Guwahati, ASSAM, INDIA

CONFIRMATION OF GOVERNMENT E-MARKET PLACE REGISTRATION  
NUMBER(GeM)

We have confirmed the following:

Name of the Bidder:

Address:

GeM Registration ID:

**Signature & Seal of the Bidder**

PIPELINE HEADQUARTER	IFB No CIP7673P22 FOR PROVIDING SERVICES OF 14 TON HYDRA (ON CALL BASIS) FOR SITE CLEARING ACTIVITIES UNDER DISMANTLING PROJECT AT PS4,PS5,PS6 & PS7 MADARIHAT FOR A PERIOD OF ONE YEAR	OIL INDIA LTD. GUWAHATI Page <b>85</b> of <b>97</b>
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## ANNEXURE-M

UNDERTAKING BY VENDOR ON SUBMISSION OF PERFORMANCE BANK GUARANTEE

To,  
 The Oil India Limited  
 Materials/Contracts Department  
 Guwahati, Assam  
 We

M/s

.....  
 ..... are submitting the performance security in favour of Oil India Limited,  
 Guwahati in the form of bank guarantee bearing reference  
 no. .... for an amount of INR/USD/EUR  
 ..... valid up to .....  
 as per terms and conditions of our Purchase Order/Contract No.  
 .....

PBG issuing bank details:-

Bank  
 Branch  
 IFS Code  
 Contact Details  
 E-mail Addresses Mobile  
 Telephone  
 Fax  
 Correspondence Address  
 H No/Street/City State  
 Country  
 Pin Code

Declaration:-

We have arranged to send the confirmation of issuance of the performance bank guarantee via SFMS portal through our bank using the details mentioned in the contract/purchase order and hereby confirming the correctness of the details mentioned.

Authorised Signature \_\_\_\_\_

Name \_\_\_\_\_

Vendor Code \_\_\_\_\_

Email ID \_\_\_\_\_

Mobile No \_\_\_\_\_

Encl: Original performance bank guarantee

PIPELINE HEADQUARTER	IFB No CIP7673P22 FOR PROVIDING SERVICES OF 14 TON HYDRA (ON CALL BASIS) FOR SITE CLEARING ACTIVITIES UNDER DISMANTLING PROJECT AT PS4,PS5,PS6 & PS7 MADARIHAT FOR A PERIOD OF ONE YEAR	OIL INDIA LTD. GUWAHATI Page 86 of 97
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**Annexure-XX**

Format for Undertaking by Bidders towards compliance of office memorandum F. No. 6/18/2019-PPD dated 23<sup>rd</sup> July, 2020 (Public Procurement no. 1) issued by Department of Expenditure, Ministry of Finance, Govt. of India  
(To be typed on the letter head of the bidder)

Ref. No \_\_\_\_\_

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

Dated \_\_\_\_\_

OIL INDIA LIMITED

.....

.....

**Dear Sirs,**

*“We have read the clause regarding restrictions on procurement from a bidder or a country which shares a land border with India; We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where evidence of valid registration by the Competent Authority shall be attached.]”*

*We also agree that, during any stage of the tender/contract agreement, in case the above information/documents submitted by us are found to be false, Oil India Limited has the right to immediately reject our bid/terminate contract at any stage and carry out further legal action on us in accordance with law.*

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

Note : This form should be returned along with offer duly signed.

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**ANNEXURE-N****RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA**

1.0 Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23<sup>rd</sup> July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23<sup>rd</sup> July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable.

Bidders must submit duly sealed & signed undertaking as per format provided vide, “**Annexure-XX**” along with the technical bid.

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

**Validity of Registration:**

In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. “Bidder from a country which shares a land border with India “for the purpose of this Order means: -

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- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation –

- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;

- b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

PIPELINE HEADQUARTER	IFB No CIP7673P22 FOR PROVIDING SERVICES OF 14 TON HYDRA (ON CALL BASIS) FOR SITE CLEARING ACTIVITIES UNDER DISMANTLING PROJECT AT PS4,PS5,PS6 & PS7 MADARIHAT FOR A PERIOD OF ONE YEAR	OIL INDIA LTD. GUWAHATI Page 89 of 97
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4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract any job related to the procurement (e.g. installation and commissioning, Annual Maintenance Contract etc.) to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

PIPELINE HEADQUARTER	IFB No CIP7673P22 FOR PROVIDING SERVICES OF 14 TON HYDRA (ON CALL BASIS) FOR SITE CLEARING ACTIVITIES UNDER DISMANTLING PROJECT AT PS4,PS5,PS6 & PS7 MADARIHAT FOR A PERIOD OF ONE YEAR	OIL INDIA LTD. GUWAHATI Page 90 of 97
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**STARTUP AND MSE VENDORS**

In case a Startup *[defined as per Ministry of Commerce and Industry (Department of Industrial Policy and Promotion, DIPP) latest notification]*/ MSE is interested in supplying the tendered item but does not meet the Pre-Qualifying Criteria (PQC)/ Proven Track Record (PTR) indicated in the tender document, the Startup/MSE is requested to write a detailed proposal separately, and not against the present tender requirement, to the tender issuing authority about its product. Such proposals shall be accompanied by relevant documents in support of MSE (where applicable) or in case of Startup, following documents shall be given:

1. Certificate of Recognition issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.
2. Certificate of incorporation.
3. Audited Profit & Loss (P&L) Statement of all the Financial Years since incorporation. In case where the Balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Years since incorporation along with a declaration stating the reason for not furnishing the audited P&L Statement. This certificate shall be endorsed by a Chartered Accountant/Statutory Auditor.

The Proposal shall be examined by OIL and OIL may consider inviting a detailed offer from the Startup/MSE with the intent to place a TRIAL or TEST Order, provided the Startup/MSE meets the Quality and Technical Specifications.

In case the Startup/MSE is successful in the Trial Order, the vendor shall be considered for PQC exemption/relaxation (as the case may be) for the next tender for such item till the time it remains a Startup/MSE.

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**FORMAT OF UNDERTAKING BY BIDDERS TOWARDS SUBMISSION  
OF AUTHENTIC INFORMATION/DOCUMENTS**

(To be typed on the letter head of the bidder)

Ref. No \_\_\_\_\_

Date \_\_\_\_\_

To,

**The Dy. General Manager (Materials)PL  
Oil India Limited, Pipeline Headquarters  
Narangi, Guwahati**

**Sub: Undertaking of authenticity of information/documents submitted****Ref: Your tender No. \_\_\_\_\_ Dated \_\_\_\_\_**

Sir,

With reference to our quotation no. .... dated..... against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,  
For (type name of the firm here)

Signature of Authorised Signatory

Name :  
Designation :  
Phone No.  
Place :  
Date :

(Affix Seal of the Organization here, if applicable)

PIPELINE HEADQUARTER	IFB No CIP7673P22 FOR PROVIDING SERVICES OF 14 TON HYDRA (ON CALL BASIS) FOR SITE CLEARING ACTIVITIES UNDER DISMANTLING PROJECT AT PS4,PS5,PS6 & PS7 MADARIHAT FOR A PERIOD OF ONE YEAR	OIL INDIA LTD. GUWAHATI Page 92 of 97
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## Annexure-C

## Bidder's CHECK LIST against Bid Evaluation Criteria (Technical)

Sl	Bid Evaluation Criteria (Technical)	Compliance (Yes / No)	Mention <b>file name</b> and <b>page number</b> of uploaded supporting documents.
<b>A</b>	<b>GENERAL</b>		
<b>1</b>	Soft copies (*.pdf / *.jpg / *.png) should be directly scanned from the Original Documents, preferably in Colour, with at least 200 dpi resolution. Documents scanned with poor quality dpi or sharpness or poorly visible texts or inadequate data may lead to straight rejection of the bid. Notwithstanding above, the bidder may be asked to produce the original documents for verification.		
a	Are all documents scanned legible and readable?	Yes / No	
b	Are all documents scanned without any alternations or editing?	Yes / No	
c	Are all documents scanned in COLOUR at 200dpi resolution in *.pdf / *.jpg / *.png format?	Yes / No	
<b>B</b>	<b>TECHNICAL [BID EVALUATION CRITERIA (BEC)]</b>		
<b>2</b>	Please refer relevant clause of BEC (Part-2)		
a	Have submitted 'Work Completion' certificate issued by the eligible employer?	Yes / No	
b	Is the employer a Govt. Organisation, Public Ltd or PSU?	Yes / No	
c	Is minimum executed Contract Value comply BEC requirement?	Yes / No	
d	Was the declared work experience executed or completed during last 7 years?	Yes / No	
<b>C</b>	<b>FINANCIAL [BID EVALUATION CRITERIA (BEC)]</b>		
<b>3</b>	Please refer relevant clause of BEC (Part-2)		
a	Have submitted 'Audited Balance Sheet' or certificate issued by a practicing Chartered/Cost Accountant"?	Yes / No	

Bidder's Sign and Seal

PIPELINE HEADQUARTER	IFB No CIP7673P22 FOR PROVIDING SERVICES OF 14 TON HYDRA (ON CALL BASIS) FOR SITE CLEARING ACTIVITIES UNDER DISMANTLING PROJECT AT PS4,PS5,PS6 & PS7 MADARIHAT FOR A PERIOD OF ONE YEAR	OIL INDIA LTD. GUWAHATI Page 93 of 97
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**COMMERCIAL COMPLIANCE SHEET**

The check list must be completed and submitted with the offer. Please ensure that all these points are covered in the offer. These will ensure that the offer is properly evaluated. Please mark 'Yes', 'No' or 'Not Applicable' or specify against the following questions, in the right hand column.

<b>OFFER REF:</b>			
<b>NAME OF THE BIDDER:</b>			
<b>Srl. No.</b>	<b>Particulars</b>	<b>Yes/No/Not Applicable</b>	<b>Remarks</b>
1	Whether bid submitted under Single Stage Composite System?		
2	Whether Bid Security Declaration Submitted as per format ?		
3	Whether offered firm prices?		
4	Whether quoted offer validity of 120 days from the date of final bid closing of the tender?		
5	Whether quoted mobilization as per tender ?		
6	Whether quoted any deviation?		
7	Whether deviation separately highlighted?		
8	Whether agreed to the Warranty clause?		
9	Whether Price Bid submitted as per Price Schedule / Price Bid Format?		
10	Whether confirmed acceptance of tender Payment Terms?		
11	Whether confirmed to submit PBG as asked for in tender?		
12	Whether agreed to submit PBG within 30 days of placement of order?		
13	Whether all BRC/BEC clauses accepted?		
14	Whether MSME? If yes, whether documents enclosed as per tender.		
15	Whether Annual turnover & Net worth Certificate submitted?		
16	Whether affidavit/undertaking submitted certifying that the balance sheet/Financial Statements for the financial year 2020-21 has actually not been audited so far, if applicable?		
17	Whether Annexure – FF - Undertaking towards submission of authentic information/documents submitted.		
18	Whether comply all the terms and condition as per General Condition of Contract (GCC), Special Condition of Contract(SCC)		
19	Whether comply and submit Integrity Pact?		
20	Whether agree Liquidated Damages , Arbitration/Resolution of Dispute, Force Majeure clause of the tender?		
21	Whether Digital Signature is Class III , Organization		

*(Undertaking by the bidder, in case the last Financial Year has not been audited as required under Financial Criteria of BEC/BRC)*

Date:.....

To,

**Oil India Limited**

**Sub: Undertaking for Un-audited Financial Statement**

Ref: **Tender No .....** **Dated .....**

Dear Sir,

I/we hereby certify that the balance sheet/Financial Statements for the preceding financial year \_\_\_\_\_ has actually not been audited so far.

Yours faithfully,

Bidder's Sign and Seal

PIPELINE HEADQUARTER	IFB No CIP7673P22 FOR PROVIDING SERVICES OF 14 TON HYDRA (ON CALL BASIS) FOR SITE CLEARING ACTIVITIES UNDER DISMANTLING PROJECT AT PS4,PS5,PS6 & PS7 MADARIHAT FOR A PERIOD OF ONE YEAR	OIL INDIA LTD. GUWAHATI Page <b>95</b> of <b>97</b>
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**SAFETY MEASURES**

To,

**DGM-Materials INDIA LIMITED**

**Description of work/service: PROVIDING SERVICES OF 14 TON HYDRA (ON CALL BASIS) FOR SITE CLEARING ACTIVITIES UNDER DISMANTLING PROJECT AT PS4,PS5,PS6 & PS7 MADARIHAT FOR A PERIOD OF ONE YEAR**

Sir,

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

- a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.  
 b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:

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

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

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

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

- c) Due notice would be given for any change of personnel under item(b) above.  
 d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. 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) 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.

(Seal)

Yours Faithfully

Date\_\_\_\_\_

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

FOR &amp; ON BEHALF OF BIDDER

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**--END OF TENDER DOCUMENT--**

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