



ऑयल इंडिया लिमिटेड  
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुर्लगाबाग, असम  
**Oil India Limited**  
(A Government of India Enterprise) Registered Office: Durlaga Bag, Assam

## Rajasthan Project

2-A, Saraswati Nagar,  
District Shopping Centre  
Basni, Jodhpur – 342 005  
Rajasthan, India.  
Phone -0291-2729472,473  
Fax : 0291- 2727050

Email: [daya\\_shankar@oilindia.in](mailto:daya_shankar@oilindia.in) or  
[bhavik\\_mody@oilindia.in](mailto:bhavik_mody@oilindia.in)

Date:11.06.2019

### FORWARDING LETTER

**Sub:** Hiring of services for laying of welded flow lines of various sizes for transportation of gas, oil, water & steam in Dandewala & Tanot Field of Jaisalmer Mining Lease (Gas) & Baghewala Field Baghewala mining lease (oil & steam) in Bikaner-Nagaur basin of OIL's operational areas in Rajasthan for a period of two years with a provision for extension by another one year at the same rate, terms & conditions.

1.0 OIL INDIA LIMITED (Rajasthan Project) invites ON-LINE Bids from Indigenous bidders for above mentioned works under Single Stage –Two Bid System through its e-Procurement site. For your ready reference, few salient features (Covered in details in this bid document) are highlighted below.

- i) OIL's Tender No. : CJI1365P20
- ii) Type of Bid : **Single Stage Two Bid System**
- iii) Bid Closing Date & Time : 10.07.2019,11:00 hrs (IST)
- iv) Bid Opening (Technical) Date : 10.07.2019,15:00 hrs (IST)
- v) Bid Opening Place : Office of the Chief General Manager (S)
- vi) Amount of Bid Security : INR 12.93 Lakhs.
- vii) Amount of Performance Security: 10 % of the Annual contract value.
- viii) Mobilization Time : The Contractor is required to complete mobilisation of adequate crew, equipment, machineries and accessories/ tools/ tackles/ materials etc. as required for job execution at site within 30 (thirty) days of from issue of LOA. Since the job will be executed over a period of two years there will be 10 (ten) subsequent mobilization. Bidder has to mobilize within 15 days for each subsequent mobilization from the date OIL intimates Contractor for subsequent mobilization..
- ix) Liquidated Damage for timely Mobilization : Liquidated damages shall be applicable for default in timely Mobilization / Project Completion @ 0.5% of the total estimated agreement value for delay in mobilization / project completion per week or part thereof subject to maximum of 7.5%.
- x) Duration of Contract : 02 (two) years **with a provision for extension by another one year at the same rate, terms & conditions**

- xi) Location of work : Dandewala & Tanot Field of Jaisalmer Mining Lease (Gas) & Baghewala mining lease
- xii) **Integrity Pact** : **Integrity Pact(Section-X) has to be signed by the bidder's authorized signatory who sign the Bid and uploaded along with the bid in e-portal. . Any bid not accompanied by Integrity Pact Proforma duly signed(digitally) by the bidder shall be rejected straightway.**
- 2.0 **Please do refer to the User Manual (latest revision) provided on the portal on the procedure How to create Response for submitting offer.**
- 3.0 **PURCHASE PREFERENCE:** Purchase Preference (Linked to Local Content) if allowed, shall will be applicable as per latest Govt. Guidelines against this tender. Please refer to Annexure-PP-LC. Bidders to take note of the same and quote accordingly. It is the bidder's responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for purchase preference against this tender.
- 4.0 **GST Clause: Please refer to Annexure – GST.**
- 5.0 Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance /noncompliance to all the terms and conditions of NIT.
- 6.0 We now look forward to receiving your most competitive offer in line with the tender terms well within the bid closing date and time.
- 7.0 Bidders to categorically fill up undertaking as per format provided vide Annexure-K and submit the same along with their bid.
- 8.0 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), Bidders 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 Bidder 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 days from the date of Price-Bid opening of the tender.

Yours faithfully,  
OIL INDIA LIMITED

**(DAYA SHANKAR)**  
**SR. MANAGER (M&C)**  
**FOR CGM(SERVICES-RP)**  
**FOR EXECUTIVE DIRECTOR (RP)**

## **SECTION – I**

### **INVITATION FOR BIDS**

- 1.0 Oil India Limited (OIL) invites competitive ON-LINE Bids from Indigenous Service Providers / Contractors for the following services under Single Stage Two Bid System for its RAJASTHAN PROJECT through its e-Procurement portal <https://etender.srm.oilindia.in/irj/portal>
- 1.1 Tender No. : CJI1365P20
- 1.2 Bid Closing Date : 10.07.2019.  
& Time : (11:00 Hrs. IST)
- 1.3 Bid Security : INR 12,93,000/-
- 2.0 **Description of Services: Hiring of services for laying of welded flow lines of various sizes for transportation of gas, oil, water & steam in Dandewala & Tanot Field of Jaisalmer Mining Lease (Gas) & Baghewala Field Baghewala mining lease (oil & steam) in Bikaner-Nagaur basin of OIL's operational areas in Rajasthan.**
- 3.0 Tender Document will not be issued physically by Company. 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>. Details of the NIT can be viewed using "Guest Login" provided in the e-procurement portal. **USER-ID and PASSWORD are not transferable.**
- 4.0 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.
- 5.0 MSEs Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote/participate.
- 6.0 For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender; seeking clarification/confirmation as to whether their registered item is eligible for EMD exemption or not. Late communication in this regard and request for bid closing date extension on that plea shall not be entertained by Company.
- 7.0 OIL reserves the right to refuse issue of User Id & Password to such parties even after submission of necessary documentation as per online registration process, about whose competence OIL is not satisfied. Company's decision in this regard shall be final.
- 8.0 OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

-: Please visit us at [www.oil-india.com](http://www.oil-india.com):-

**(END OF SECTION – I)**

## **SECTION – II**

### **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.
- 1.1 Prospective Bidders may interact with Company's Production Department at Jodhpur during working hours to understand the existing facilities, actual requirements and the desired level of services etc., before submitting their bids.

#### **A. BIDDING DOCUMENT / TENDER DOCUMENT**

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

- (a) A forwarding letter highlighting the following points:
  - (i) Oil India Tender No.
  - (ii) Bid closing date and time.
  - (iii) Bid opening date, time and place.
  - (iv) The amount of Bid Security.
  - (v) The amount of performance guarantee.
  - (vi) Quantum of liquidated damages for default in timely mobilization.
- (b) Invitation for Bids (Section - I)
- (c) Instructions to Bidders (Section - II)
- (d) General Conditions of Contract (Section - III)
- (e) Special Conditions of Contract (Section - IV)
- (f) Bid form & Price Schedule details (Section - V)
- (g) The Bid Security Form (Section - VI)
- (h) The Performance Security Form (Section - VII)
- (i) The Contract Form of Agreement (Section - VIII)
- (j) Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) (Section - IX)
- (k) General HSE Points (Appendix-A)
- (l) Procedure for obtaining labour license-(Appendix-B)
- (m) Certificate of Annual Turn over & networth-Annexure-I.
- (n) Integrity Pact Proforma(Section-X)
- (o) Annexure-GST
- (p) Annexure-PP-LC
- (q) Annexure-K –undertaking for authenticity of documents

- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required as per the Bid Document or submission of a bid not substantially responsive to the Bid Document in all respect will be at the Bidder's risk & responsibility and may result in rejection of their bids.

#### **3.0 AMENDMENTS TO BIDDING DOCUMENT:**

- 3.1 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 Document through an Addendum.

- 3.2 The Addendum will be uploaded in OIL's e-Portal in the C-folder under tab "Amendments to Tender Documents". Prospective Bidders, shall be intimated about the amendments through e-mail/fax/courier etc. 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.

## **B. PREPARATION OF BIDS**

### **4.0 LANGUAGE OF BIDS:**

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

### **5.0 DOCUMENTS COMPRISING THE BID:**

The bidder should submit their offer under single stage Two bid system i.e., Techno-Commercial Bid comprising of the following documents.

- (i) Complete technical details of the services etc.
- (ii) Documentary evidence establishing Bidder's eligibility as per BEC/BRC defined in Section – IX.
- (iii) Bid Security (Scanned Copy) furnished in accordance with Para 10.0 below.
- (iv) Statement of compliance as per **Proforma – I** of Section – IX .
- (v) Integrity Pact Proforma(Section-X)
- (vi) All other Annexure, Proforma and Documents as required in the Tender

Price Bid comprising of the following documents

- (i) Bid Form & Price Schedule Details as per Section – V & Proforma II of Section-IX

### **6.0 BID FORM:**

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document vide Section – V & Proforma-II in Section – IX respectively.

### **7.0 BID PRICE:**

- 7.1 Prices must be quoted by the Bidders in Indian Rupees (INR) strictly as per format (PROFORMA-II of Section-IX) available in OIL's E-Portal under **Notes and attachment Tab.**
- 7.2 Price quoted by the Successful Bidder must remain firm throughout its performance of the Contract and is not subject to variation on any account, including extension period, if any.
- 7.3 All duties, levies, taxes, insurance and PF including Corporate income taxes and other levies payable by the Contractor **except GST** under the Contract for which this Bid Document is issued, shall be included in the rates and total Bid Price submitted by the bidder.

- 7.4 **Goods & services Tax(GST)** as applicable on taxable part of the items provided by the contractor shall be extra and to Company's account. The evaluation and comparison of bids shall be made accordingly.
- 8.0 **CURRENCIES OF BID AND PAYMENT:**
- As the tender is issued only to the indigenous (domestic) Bidders, rates must be quoted in Indian Rupees only and payment will accordingly be made in Indian rupees.
- 9.0 **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY & QUALIFICATIONS**
- These are listed in Bid Rejection Criteria vide Section –IX of the Bidding document
- 10.0 **BID SECURITY:**
- 10.1 The **Original Bid Security** for the amount as specified in the "Forwarding Letter" must reach the office of CGM (S), Oil India Limited, 2-A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-342 005, Rajasthan, India before the scheduled Bid Closing Date and Time of the Tender, otherwise Bid will be rejected. Tender Number and the Description work must be clearly highlighted on the envelope containing the original Bid Security. A scanned copy of this document should also be uploaded along with the Bid on e-portal.
- 10.2 Pursuant to Para 5.0 above, the Bidder during online submission of its bid shall furnish as part of its Technical unpriced Bid, Bid Security (scanned copy) in the amount as specified in the "Forwarding Letter".
- 10.3 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-para 10.8 below.
- 10.4 The Bid Security shall be denominated in the currency of the Bid or another freely convertible currency, and shall be in the following forms:-
- a) A Bank Guarantee issued by a scheduled Bank located in India in the form provided in the Bid document (Ref. Section-VII for the format) and valid for **90 days beyond the validity of the Bid**. The bank guarantee/Letter of Credit should be so endorsed that it can be invoked at the issuing bank's branch located at Jodhpur (Rajasthan) India or alternatively at New Delhi, India.
- 10.5 Any Bid not secured in accordance with above-mentioned subparagraphs 10.1 to 10.4 will be rejected by Company as non-responsive, except those are exempted.
- 10.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned immediately after finalisation of the Tender by Company or latest by within 30 days of expiry of the period of bid validity.
- 10.7 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the Performance Security.
- 10.8 The Bid Security will be forfeited:
- (a) If any Bidder withdraws their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or

- (b) If a Successful Bidder fails:
  - i) To sign the contract within reasonable time and within the period of bid validity, and /or,
  - ii) To furnish Performance Security.
  - iii) To mobilize and/or to commence the assigned jobs within stipulated time frame.
- Or
- c) If the bidder furnishes fraudulent documents/information in their bid

**NOTE : Public Sector Undertakings and Small Scale Units registered with NSIC/Directorate of Industries/MSME are exempted from submitting bid securities against this tender.**

#### 11.0 PERIOD OF VALIDITY OF BIDS:

- 11.1 Bids shall remain valid for 120 days after the date of bid opening prescribed by the Company.
- 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 (by Fax or E-mail). A Bidder may refuse the request without forfeiting their Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid but shall arrange suitable validity extension of their bid security provided under para 10.0 above.

#### 12.0 FORMAT AND SIGNING OF BID:

As the Bids are to be submitted ONLINE with digital signature, manual signature is not required

### C. SUBMISSION OF BIDS:

#### 12.0 ONLINE SUBMISSION :

- 12.1 The Bid should be submitted online up to 11:00 Hrs. (IST) (Server Time) on the date as mentioned herein i.e., on the scheduled Bid Closing Date. The Bids will be opened on the same day at 15:00 Hrs. (IST) at the office of CGM (S), Oil India Limited, 2-A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur – 342 005, Rajasthan, India in presence of authorized representative of the bidder.
- 12.2 The Rates/Prices along with commercial conditions should be filled in the Price-Bid Format (Proforma-II, Section-IX) only. All other techno-commercial documents other than the cost details to be submitted with unpriced bid as per tender requirement placed in the “un-priced” bid folder.
- 12.3 The Tender is invited under SINGLE STAGE TWO BID SYSTEM. Therefore, the Bidder has to submit both the “TECHNICAL” and “PRICE” bids through electronic form in OIL’s e-Tender Portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications defined in the Tender and the Commercial Bid as per the online Price Bid Format.



- 12.4.1 Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the Technical RFx Response-> User - > Technical Bid only. The "TECHNO-COMMERCIAL UNPRICED BID" shall contain all techno-commercial details except the prices. **Please note that no price details should be uploaded in Technical RFx Response.**
- 12.4.2 The "PRICE BID" must be strictly as per the price format provided with the tender documents under "Notes & Attachments" tab of the e-tender on OIL's e-tender portal.
- 12.5 All the Bids must be digitally signed using "Class-3" digital signature (with encryption) certificate with Organizations Name (e-commerce application) 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.

. In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

. **Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD is not responsible.**

Very Important

- 12.6 Rates/Prices must be quoted as per the "price Bid Format" uploaded under Notes and Attachment TAB.

**SINGLE STAGE TWO BID SYSTEM** shall be followed for this tender and only the PRICED-BIDS of the bidders whose offers are commercially and technically acceptable shall be opened for further evaluation

- 12.7 Timely submission of online bids is the responsibility of the Bidders. The Bid along with all annexures and copies of documents should be submitted in e-form only through OIL's e-bidding engine. The Bid submitted in physical form against e-procurement tenders shall not be given any cognizance. However, the following documents should necessarily be submitted in physical form in sealed envelope. The Tender No. and the Date of Bid Closing/Opening must be prominently marked on the outer cover/envelope containing these documents and should be sent to CGM (S), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur - 342005 India so as to reach before the scheduled Bid Closing Date and Time of the Tender.

The Original Bid Security

- (i) Power of attorney for signing the bid document.
- (ii) Other documents required to be submitted in original as per tender requirement, if any.



### 13.0 The Integrity Pact:

**OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Section-X to the Tender Document. This Integrity Pact Proforma has been duly signed digitally by OIL's competent signatory. The Proforma has to be returned by the Bidder (along with their Technical Bid) duly signed digitally by the same signatory who signed the bid i.e., who is authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the Bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed acceptance of all terms & conditions mentioned therein and that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who signs the Bid.**

- 13.1 OIL has appointed Shri R. Mathur, IPS (Retd), Shri Satyananda Mishra, IAS(Retd.) & SHRI JAGMOHAN GARG, Ex-Vigilance Commissioner, CVC as Independent Monitors (IEMs) to oversee implementation of the Integrity Pact in OIL. Bidders may contact the Independent Monitors for any matter related to this Invitation for Bid (IFB) at the following addresses:

1.0 SHRI RAJIV MATHUR, IPS(Retd.),  
e-Mail ID : [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com)

2.0 SHRI SATYANANDA MISHRA, IAS(Retd.)  
e-Mail ID :satyanandamishra@hotmail.com

3.0 SHRI JAGMOHAN GARG, Ex-Vigilance Commissioner, CVC.  
e-Mail id : [jagmohan.garg@gmail.com](mailto:jagmohan.garg@gmail.com)

### 14.0 DEADLINE FOR SUBMISSION OF BIDS:

- 14.1 No bid can be submitted/uploaded after the submission deadline is reached. The system time displayed on e-procurement web page shall decide the submission deadline.

### 15.0 EXTENSION OF BID SUBMISSION DATE/TIME:

- 15.1 Normally no request for extension of Bid Closing date & Time will be entertained by Company. However, in case of any change in the specifications, non-receipt of any offer, inadequate response or for any other reasons, Company may at its discretion or otherwise, extend the Bid Closing Date and/or Time.

### 16.0 FORMAT OF BID SUBMISSION:

- 16.1 Bids to be submitted online at OIL's E-PORTAL. Detailed instructions are available in "HELP DOCUMENTATION" and "NEW VENDOR USER MANUAL" in the E-PORTAL. Guidelines for bid submission are also provided in this tender document.
- 16.2 The Bid Security (Scanned Copy) mentioned in para 10.0 above should be uploaded with the Technical Bid.
- 16.3 The terms and conditions of the contract to be entered with the successful bidder are given in various Sections of this bid document.

### 17.0 LATE BIDS:

Bidders are advised in their own interest to ensure that the bids are uploaded in the system well before the closing date and time of the bid. Company will not be responsible for any failure to upload the Bids due to last minute rush.

18.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 18.1 The bidder can modify/withdraw their bid any time before the scheduled bid closing date and time without forfeiting their Bid Security.
- 18.2 Bids should not be withdrawn during 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 the Bidder's forfeiture of its Bid Security.

19.0 BID OPENING AND EVALUATION

- 19.1 Company will open the Bids, including submission(s) made pursuant to para 20.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, the Bidder's representative must produce an authorized letter from the bidder at the time of opening of tenders. Unless this Letter is presented, the representative will not be allowed to attend the opening of tenders. The Bidders' representatives who are allowed to attend the bid opening shall sign in a register evidencing their attendance. Only one representative against each bid will be allowed to attend.
- 19.2.1 At Technical bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, furnishing of requisite Bid Security and such other details as the Company may consider appropriate.
- 19.2.2 At Price bid opening, Company will announce the Techno-commercially qualified Bidders' names, and rates/costs quoted and such other details as the Company may consider appropriate.
- 19.3 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with above sub-clauses.
- 19.4 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 19.5 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. For this purpose, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A materials deviation or reservation is one which effects in any substantial way the scope, quality or performance of work, or which limits in any substantial way, in consistent way with the bidding document, 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 evidences.

- 19.6 A Bid determined as not substantially responsive will be rejected by the Company and cannot subsequently be made responsive by the Bidder through correction of the non-conformity.
- 19.7 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 19.8 The Company will examine the Bids to determine whether they are complete, any computational errors have been made, required sureties have been furnished, the documents have been properly signed, and the bids are generally in order.
- 19.9 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 any Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.
- 19.10 **EVALUATION AND COMPARISON OF BIDS:**
- The Company will evaluate and compare the commercial bids as per Bid Evaluation Criteria (Section- IX) of the tender document to establish inter-se-ranking of bidders.
- 20.0 **CONTACTING THE COMPANY:**
- 20.1 Except as otherwise provided in para 16.0 & 17.0 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.
- 20.2 An effort by a Bidder to influence the Company officials in bid evaluation, bid comparison or Contract award decisions, may result in rejection of their bid.

**D. AWARD OF CONTRACT**

21.0 **AWARD CRITERIA:**

The Company will award the Contract to the Contractor 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.

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

Company reserves the right to accept any bid and to reject any or all bids and/or to annul the bidding process in entirety, at any time prior to award of contract, without thereby incurring any liability to the affected bidders or any obligation to inform the participating bidders of the ground for Company's action.

23.0 **NOTIFICATION OF AWARD:**

- 23.1 Prior to the expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder in writing by registered letter or by fax (to be confirmed in writing by registered / courier letter) that his bid has been accepted.
- 23.2 The notification of award will constitute formation of the Contract.

23.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 24.0 herein below, the Company will promptly discharge the Bid Securities of all unsuccessful Bidders, pursuant to Clause 10.0 hereinabove.

24.0 PERFORMANCE SECURITY:

24.1 Within 30 (thirty) days of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount (10% of Annual contract value) specified in the Forwarding Letter in the performance Security Form as provided in the Bidding Document (Ref. Section – VII) and must be in the form of Bank Guarantee (BG) from any of the following Banks:

- a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder OR
- b) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.
- c) **Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.**

The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.

24.2 The performance security specified above must be valid for **03 months** beyond the expiry date of the contract including defect liability period, if any (mentioned in NIT), to cover the warranty period and to allow Company to lodge claim, if any. The same will be discharged by Company not later than 30 days following its expiry. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover 10% of the annual contract value for the extended period and also to extend the validity of the performance security accordingly.

24.3 Failure of the successful bidder to comply with the requirements of para 24.1 or 24.2 above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security.

24.4 INVOCATION OF PERFORMANCE BANK GUARANTEE

In the event of Contractor failing to honour any of the commitments entered into under the contract and/or in respect of any amount due from Contractor to Company, Company shall have an unconditional option under the guarantee to invoke the Performance Bank Guarantee and claim the amount from Bank.

24.5 Company will have the right to invoke the Performance Bank Guarantee in case the Contractor fails to mobilize the Equipment, tools and personnel etc. within the stipulated period irrespective of any reasons whatsoever.

25.0 SIGNING OF CONTRACT:

26.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the

General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all the agreements between the parties.

- 26.2 Within 15 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return the same to the Company.

**NOTE: FOR BID SECURITY/EMD AND PBG-In case of Bank Guarantee.**

The bidders/successful 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 tender issuing office:

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

(i) "MT 760 / MT 760 COV for issuance of bank guarantee.

(ii) "MT 760 / MT 767 COV for amendment of bank guarantee

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS Code - UTIB0000057, Swift Code:- AXISINBB057 Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur- 342003.

**(END OF SECTION – II)**

## **SECTION – III**

### **GENERAL CONDITIONS OF CONTRACT**

MEMORANDUM OF AGREEMENT made this ..... day of ..... 2019 between OIL INDIA LIMITED, a Company incorporated under the Companies Act 1956 and having its Registered Office at Duliajan in the district of Dibrugarh, Assam and Project Office at 2-A, Saraswati Nagar, Jodhpur-342005 (hereinafter called ‘The Company’) of the ONE PART and Sri ..... carrying of business as PROPRIETOR under the firm name M/s. .... with their Office at ..... in the district of ..... aforesaid (hereinafter called “The Contractor”) of the OTHER PART.

WHEREAS, in this Agreement the following terms shall be interpreted as indicated below:

- a) The “Agreement” means the Contract entered into between the Company and the Contractor, and terms & conditions as recorded in this document signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein
- b) The “Agreement Price” means the prices/costs/rates payable by the Company to the Contractor under the contractual obligations.
- c) The ‘Work’ means each and every activity described in the Schedule of Work/Specifications, detailed in Proforma-II.
- d) “Company” means OIL INDIA LIMITED and its executors, successors, administrators and assignees.
- e) “Contractor” means the individual or firm or Company performing the ‘work’ under this Agreement and its executors, successors and assignees.
- f) “Contractor’s personnel” means the personnel to be provided/deployed by the Contractor for due performance of the assigned work as per the Agreement.
- g) “Company Personnel” mean the personnel to be provided by the Company. The Representative/Engineer of the Company is also included in the Company’s personnel. The Company’s Representative/Engineer means the person or persons appointed and approved from time to time by the Company to act on its behalf for overall co-ordination and project management at site.
- h) “Site” means the land, installation and other places, provided and designated by the Company on which the works are to be executed by the Contractor.
- i) “Company’s item” means the equipment, materials, installations and services, which are to be provided by the Company at the expense of the Company.
- j) “Contractor’s item” means the equipment, materials and services, which are to be provided by the Contractor at the expense of the Contractor.
- k) “Commencement date” means the date on which the Contractor’s personnel start the job as mentioned in the Agreement.
- l) “Gross negligence” as used in this Agreement shall mean ‘willful and wanton disregard for harmful, avoidable and foreseeable consequence’.

## **WITNESSETH:**

- 1.0 (a) The Contractor hereby agrees to carry out the work set down in the Schedule of Work of this Agreement in accordance with General Specifications read in conjunction with any drawings and Special terms & conditions which forms of this of the Agreement.
- (b) In this Agreement all words and expressions shall have the same meanings as are respectively assigned to them hereinabove which the Contractor has perused and is fully conversant with before entering into this Agreement.
- 2.0 The Contractor shall provide all labour, supervision and transport and such specified materials described in Section-IV of the Agreement including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include all incidental and contingent work which, although not specifically mentioned in this Agreement but are necessary for completion of the work in a sound manner and with good workmanship.
- 3.0 The Company's engineer shall have power to –
  - (a) Reduce the rates at which payments shall be made if the quality of the work, although acceptable, is not upto the required standard, set forth in the Company's standard specifications which have been perused and fully understood by the Contractor.
  - (b) Order the Contractor to remove any inferior materials from the work site and to demolish or rectify any work of inferior workmanship, failing which the Company's engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expense.
  - (c) Order the Contractor to remove or replace any workman whom he (the engineer) considers incompetent or unsuitable. The engineer's opinion as to the competence and suitability of any workmen engaged by the Contractor shall be final and binding on the Contractor.
  - (d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate executions and maintenance of the works and the Contractor shall carry out and be bound by the same.
  - (e) Order deviations of this Agreement after obtaining approval from the Company's Management. All such deviation orders shall be in writing and shall show the financial effect, if any, and whether any extra time is to be allowed. The rates to be applied for such deviation order shall be as per DSR/DAR (Delhi Schedule of Rates / Delhi Analysis of Rates published by CPWD)/ DGS&D rates /Costing details and data available from other sources like CPSUs/Last purchase price for similar items / works / services in OIL in force on the date of issue of such deviation order.
- 4.0 The Contractor shall have no claim against the Company in respect of any work which may be withdrawn, but only for the work actually completed under this Agreement. The Contractor shall have no objection to carry out work in excess of the



quantities stipulated in **Proforma-II** of Section-IX, if so ordered by the Company at the same rates, terms and conditions.

- 5.0 The Company reserves the right to cancel this Agreement at any time upon full payment of work done and the value of the materials collected by the Contractor for permanent incorporation in the work under this Agreement. The valuation of the work done and the materials collected shall be estimated by the Company's Engineer in presence of the Contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out ex-party if the Contractor fails to turn up despite reasonable notice, which will be binding on the Contractor.

6.0 **APPLICABLE LAWS:**

- 6.1 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 exclusive jurisdiction of Courts situated in Jodhpur, Rajasthan.

- 6.2 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, 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-as applicable to safety and employment conditions.
- b) The Minimum Wages Act, 1948.
- c) The Oil Mines Regulations, 1983.
- d) The Workmen's Compensation Act, 1923.
- e) The Payment of Wages Act, 1963.
- f) The Payment of Bonus Act, 1965.
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
- h) The Employees Pension Scheme, 1995.
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- k) The Rajasthan Tax Act
- l) The Goods & Services Tax(GST) Act.
- m) Customs & Excise Act & Rules
- n) Environment Protection Act
- o) Public Liability Act.
- p) Income Tax Act,
- q) Insurance act.

- 7.0 **SUBSEQUENTLY ENACTED LAWS:** Subsequent to the date of submission of Contractor's bid, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the company/ Contractor shall reimburse/pay Contractor/company for such additional/ reduced costs actually incurred.

- 8.0 **Mobilization:** The Contractor is required to complete mobilisation of adequate crew, equipment, machineries and accessories/ tools/ tackles/ materials etc. as required for job execution at site within 30 (thirty) days of from issue of LOA. Since the job will be executed over a period of two years there will be 10 (ten) subsequent mobilization. Bidder has to mobilize within 15 days for each subsequent mobilization from the date OIL intimates Contractor for subsequent mobilization).

9.0 **Work Completion Time:** The Contractor must commence the work within one month of issue of Letter of Award and the work should be completed within two year/ the time period mentioned in the work order.

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

10.0 **VALIDITY OF THE AGREEMENT:**

The Agreement shall remain valid for a period of 02(two) year from the date of commencement of work as issued in work order or completion of works whichever is later.

11.0 **SCHEDULE OF RATES:**

Payment to the Contractor will be made against work completed by them at the rates entered in the Schedule of Rates, Proforma-II hereof.

12.0 **Liquidated Damages:** Time is the essence of this Agreement and the work should be completed within stipulated period of completion. For any default in timely completion of assigned work from the date of assigning the work, Liquidated Damages at the rate of ½% (half percent), per week or part thereof, for delay in contract mobilization /completion date subject to a maximum 7.1/2% (seven & half percent) of the total contract value will be deducted from the Contractor's bill.

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

14.0 **Estimated Value of Agreement:** The total evaluated value of the Agreement (all inclusive except GST) is estimated to be INR. .... (approx), but the Company shall pay the Contractor only for the actual work done at the all inclusive rates except GST set down in the Schedule of Rates which forms part-II of this Agreement. Applicable GST will be paid extra.

15.0 **Payment Terms :** Payment shall be made on monthly basis against the work completed by the Contractor within 30 days from the date of receipt of undisputed bills. Taxes will be deducted at source as per the existing Act, wherever applicable.

16.0 The Contractor employing more than 20 (twenty) workmen on any day of the preceding 12 (twelve) months shall be required to obtain requisite license at his cost from the appropriate Licensing Officer before undertaking any contract work. The Contractor shall also observe the rules and regulations framed under the Contract Labour (Regulations & Abolition) Act.

17.0 Wages shall be paid by the Contractor to the workmen directly without the intervention of any Jamadars or Thekadars and that the Contractor shall ensure

that no amount by way of commission or otherwise is deducted or recovered by the Jamadars from wages of the workmen.

18.0 The Contractor will not be allowed to construct any structure (for storage/housing purpose) with thatch, bamboo or any other inflammable materials within industrial or other fenced area of the Company.

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

20.0 **LIABILITY:**

20.1 Except as otherwise expressly provided, neither the Company nor its servants, agents, nominees, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damages to the equipment and/or loss or damage to the property of the Contractor and/or its sub-contractors, irrespective of how much loss or damage is caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

20.2 Neither the Company nor its servants, agents, nominees, assignees, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor irrespective of how such injury, illness or death is caused unless caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

21.0 **FORCE MAJEURE:**

21.1 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 word "Force Majeure" as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

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

22.0 **TERMINATION:**

22.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION)**

The contract shall be deemed to be automatically terminated on the expiry of duration of the contract (or extension, if any, thereof).

22.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:**

Either party shall have the right to terminate the Contract on account of Force Majeure as set forth in Article 21.0.

22.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:**

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

22.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:**

If the Company considers that, the performance of the Contractor is unsatisfactory, or not up to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15(fifteen) 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,

22.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:**

In case the Contractor's rights and / or obligations under the Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate the Contract.

- 22.6 If at any time during the term of the Agreement, breakdown of the Contractor's equipment results in the Contractor being unable to perform his obligations hereunder for a period of 7 successive days (not including Force Majeure delay) the Company at its option may terminate the Agreement in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

22.7 **CONSEQUENCES OF TERMINATION:**

In all cases of termination herein set forth, the relative obligations of the parties to the contract shall be limited to the period upto the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

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

- 22.9 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 22.1 to 22.7 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services, personnel charges and other charges as per the Contract up to the date of termination.

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

## 23.0 **ARBITRATION:**

### 23.1 Arbitration (Applicable for Suppliers/Contractors other than PSU):

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

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30(thirty) 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.
2. The number of arbitrators and the appointing authority will be as under:

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

3. 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.

4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.

5. 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.

6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

7. The arbitral tribunal shall make and publish the award within time stipulated as under

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

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

8. 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.

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

In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.

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

12. 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.

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

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

The venue of all arbitrations under both 23.1 & 23.2 will be Jodhpur, Rajasthan. The award made in pursuance thereof shall be binding on the parties.

24.0 **INSURANCE:** The Contractor shall arrange insurance to cover all risks in respect of personnel, materials and equipment belonging to the Contractor or its subcontractor during the currency of the contract.

25.0 **TAX LIABILITIES**

- 25.1 Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor's account.
- 25.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed by them.
- 25.3 All taxes other than GST on purchases and sales made by contractor shall be borne by the contractor.
- 25.4 **GST(Goods & Service tax):** The price excludes GST and the GST as applicable shall be to the Company's account. The GST amount on the taxable part of the services provided by the Contractor shall be paid by the Company as per provisions of the GST act.

**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, workflow, 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 so far as may be necessary for purposes of such performance.
- 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. All information obtained by Contractor in the conduct of work and the information/maps/Seismic Data/Log suites etc. provided to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the Company's personnel. The various outputs/deliverables generated and the inferences and interpretations drawn as part and parcel of the work carried out under the terms of the Contract shall not be divulged by the Contractor or its employees to any other than the Company's personnel. This obligation of Contractor shall be in force even after the termination of the contract.

**27.0 CHANGES:**

- 27.1 During the performance of the work, Company may make a change in the work mutually agreed within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order (Change Order) by the Company.
- 27.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates and Payment. Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the



Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

28.0 **SUBCONTRACTING**: Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract, except with Company's prior written consent. The company is in no way duty bound in allowing such a request nor does it hold any responsibility for any time loss on such account.

29.0 **MISCELLANEOUS PROVISIONS**:

29.1 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.

29.2 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.

29.3 During the tenure of the Contract, Contractor shall keep the facility and resources allocated for the services free from other work obligations of the Contractor not under the preview of this Contract.

29.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.

30.0 **WAIVER & AMENDMENTS**: It is fully understood and agreed that none of the terms and conditions of the contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

31.0 **RECORDS, REPORTS AND INSPECTION**: The Contractor shall, at all times, permit the Company and its authorised employees and representatives to inspect all the Work performed and to witness and check all the deliverables and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs reasonable times for inspection by the Company's designated representatives and its authorised employees and representatives. The Contractor shall provide the Company designated representatives with a weekly written report, on form prescribed by the Company showing details of work during the preceding week. The Contractor shall not, without Company's written consent allow any third person(s) access to the said records, or give out to any third person information in connection therewith.

32.0 **Provident Fund**: The Contractor if covered under the P.F Act and if the contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any Contractor found violating these provisions will render themselves

disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to 13.36% P.F. Contribution on wage component.

**33.0 WARRANTY AND REMEDY OF DEFECTS**

33.1 The Contractor warrants that he shall perform the work in a first class, workmanlike, and professional manner and that all work shall be performed in accordance with highest quality, and efficiency with instructions and guidance which the Company may, from time to time furnish to the Contractor.

33.2 The rights and remedies of the Company provided by this clause are in addition to any other right and remedies provided by law or in equity or otherwise.

**35.0 SET OFF CLAUSE:**

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

**(END OF SECTION – III)**

**SECTION – IV**  
**SPECIAL CONDITIONS OF CONTRACT**

**PART-1**  
**TERMS OF REFERENCE/SCOPE OF WORK/TECHNICAL SPECIFICATION**

**1.0 INTRODUCTION:**

OIL INDIA LIMITED (OIL), a premier National Oil Company, is engaged in the business of exploration, production and transportation of crude oil and natural gas for over five decades. It is a Navratna Company under Ministry of Petroleum and Natural Gas, Government of India and the second largest National Oil Company in the country.

Rajasthan Project, one of the projects of OIL, is engaged in exploration and production of Natural Gas from Jaisalmer Basin and exploration of Heavy oil in Bikaner-Nagaur basin within Jodhpur Sandstone of Infracambrian age of Western Rajasthan in India.

**DEFINITIONS:**

**COMPANY** Oil India Limited

**CONTRACTOR/SERVICE PROVIDER** Organization that supplies the equipment and provides the service according to the Functional Specification.

**COUNTRY OF OPERATION** Means, India.

**OPERATING AREA** Means the onshore area defined as Baghewala and Dandewala.

**FUNCTIONAL SPECIFICATION** Features, characteristics, process conditions, boundaries and exclusions defining the performance of a product or service, including the quality assurance requirements.

**SCOPE** State scope of document as intention, i.e. what the document intended to achieve.

**SHALL/WILL** Is used to indicate requirements that **MUST** be satisfied in order to comply with the Scope of Work.

**SHOULD** Is used to indicate requirements that are preferred. **CONSULTANTS** propose alternatives shall clearly identify as such and shall be supported with objective evidence.

**MAY** Is used to indicate that a provision is **OPTIONAL**.

**AGREEMENT** means the contract to be entered into between the Company and the Service Provider including the terms and conditions as recorded therein and all annexure & attachments thereto and all documents incorporated by reference therein.

**IBR** Indian Boiler Regulations-1950 with latest amendments

OIL intends to hire services for laying of welded flow lines of various sizes for transportation of gas, oil, water & steam in Dandewala & Tanot Field of Jaisalmer Mining Lease (Gas) & Baghewala Field of Baghewala mining lease (oil & steam) in Bikaner-Nagaur basin of OIL's operational areas in Rajasthan for a period of two years.

This section establishes the schedule for the work to be performed by the contractor and describe the specification, instructions, standards and other documents including the specification for any materials, tools for equipment, which the contractor shall satisfy or adhere to in the performance of the work.

## **2.0 Brief Description of the Site & Job Requirement:**

1. Laying of 168.3 mm O.D., Steel line pipe, ERW API 5L, welded and underground pipe lines at Dandewala & Tanot gas field, approx. total length 18000M with pipe fitting, valves, etc. including radiography, hydraulic testing and hooking up of the lines at Tanot Gas Gathering Station and Dandewala Gas Processing Centre. The above gas fields are situated in western Rajasthan approximately 450 Kms from Jodhpur in the district of Jaisalmer, Rajasthan and 180 Kms from Jaisalmer city.

2. Laying of 88.9 mm O.D., SS(304L) Pipeline, welded and underground pipe lines at Dandewala, Tanot and Bagittibba gas field, approx. total length 7000M (SS Pipeline) with pipe fitting, valves, etc. including radiography, hydraulic testing and hooking up of the flow lines at various wells in the above gas fields

3. Laying of 4" O.D., CS Pipeline, welded pipe lines at Baghewala Field, approx. total length 3000M (CS Pipeline) with pipe fitting, valves, etc. including radiography, hydraulic testing and hooking up of the flow lines from 5 different wells to the manifold before the 160 kl tank at Baghewala Field.

Fabrication of a five-point manifold before the 160 kl tank that includes group header and test header with check valves(NRV) and pressure and temperature gauge points.

4. Laying of 3" O.D., XXS Pipeline, welded pipe lines at Baghewala Field, approx. total length 1400M (XXS Pipeline) with pipe fitting, valves, etc. including radiography, hydraulic testing as per IBR approval and insulation of the flow lines from 2 wells and hooking it with the manifold of the HP boilers at Baghewala Field. Approval from Boiler Authority of Rajasthan has to be obtained for these lines.

Installation of piping job includes providing pipe support based on stress calculation (Max working pressure: 150kg/cm<sup>2</sup>, Temp: 350 degrees Centigrade), grouting of support at suitable distances, flexible clamping, insulation etc.

Insulation material has to be provided by the bidder for insulation job. The insulation will be minimum 1 inch. Also Contractor has to make a blowdown line for each well as per attached diagram.

5. Recovery & relaying of 4" welded pipe line to and from BGW#8 to various wells where CSS will be done for transportation of water. The pipeline will be carrying cold water from BGW#8 into the Heat Exchangers at designated well and the hot water from these wells will be carried back to BGW#8.

Necessary pipes and pipe fittings, valves etc required for the job except those specifically mentioned in the schedule of work shall be provided by OIL. However, transportation of items from Hamira Stores to site will have to be done by the contractor at their own cost. The contractor is required to mobilize all required materials, tools, and accessories as required including Welders, welding sets, welding rods, D.G sets with consumable etc. to the site and carry out the assigned job in a professional and cost effective manner under supervision of OIL's site Engineer. Details of requirements and other technical information are furnished hereunder.

Geographical information for the site are as under:

- a) Topography of site: The site is part of the Great Thar Desert.
- b) Presence of sand dunes: Common occurrence in the vicinity.
- c) Nature of top soil: Usually windblown sand.
- d) Highest recorded wind velocity: 128 KM/Hr.

- e) Frequency of sand storm: Frequent from March to September and occasional during the remaining period.
- f) Maximum recorded ambient Temperature: 57 deg .C
- g) Minimum recorded ambient Temperature: (-) 5 deg. C
- h) Average annual rain fall: 1” (25 mm)
- i) Humidity: Maximum: 40 %
- j) Source of water: Water required for Hydro Test, Fire Fighting and other purposes may be sourced from Tube wells located at Ranao at a distance of about 50 KM from the site for Dandewala Field and from Canal sources at Baghewala. However, for potable purposes, necessary treatment facility will be contractor's responsibility.

### **3.0 DEFINITION OF WORK:**

The Contractor shall carry out all jobs as mentioned. The Contractor shall carry out laying of the pipelines at the locations as mentioned.

1. Laying of 168.3 mm O.D., Steel line pipe, ERW API 5L, welded and underground pipe lines at Dandewala & Tanot gas field, approx. total length 18000M with pipe fitting, valves, etc. including radiography, hydraulic testing and hooking up of the lines at Tanot Gas Gathering Station and Dandewala Gas Processing Centre in the above gas fields in western Rajasthan approximately 450 Kms from Jodhpur in the district of Jaisalmer, Rajasthan and 180 Kms from Jaisalmer city.

- a) Laying of pipeline from TOT GGS to DND GPC
- b) Fixing/installation of valves, control valves, check valves,
- c) Making bleed port
- d) Connecting the lines at TOT GGS & DND GPC
- e) Burring the pipeline 1.5 mts from surface. Bidder has to use trenching machine for excavation of land to make trench. Bidder shall, by any method approved by COMPANY, dig the pipeline trench on the cleared and graded Right-of-Way. Also at certain places Bidder has to arrange for levelling sand dunes. Bidder shall keep the trench in good condition until the pipe is laid, and no claim is to be made to the COMPANY by reason of its caving either before or after pipe is laid. While executing excavation job, bidder has to keep into consideration that other flow lines or fibre cables are not damaged. In case of any damage, bidder has to repair/replace the damaged portion at bidder's own cost.
- f) Installation of pipeline locators (marker post) at a height of 2 mts from surface at a distance of 1 km; 2 M height marker post out of 73.025 mm O.D pipe and 1.5 mm thick 100mmX 200 mm M.S. Plate. These shall be painted with golden yellow paint and finally "Arrow" marked with black colour paint. The post shall be erected over ground along the ROW with C.C.(1:2:4) grouting the height of the post above ground level after grouting shall be 2000 mm . All the material required for the job except 73.025 mm O.D. pipes shall be supplied by OIL.
- g) Wrapping Coating of pipeline
- h) All testing as specified including radiography for welds, hydro test needs to be done
- i) Fabrication of pig trap assembly (launcher & pig receiver). The pig trap assembly may be designed to pressure vessel code or the pipeline or piping code. The end closure is designed to ASME section VIII, Div.1. Adequate room shall be provided around the traps for lifting and handling of pigs. The clearance between the bottom of pig trap end closure and the finished grade is to be maintained between 700mm to 1000mm to facilitate easy handling of the pigging tools. The scraper traps shall be capable of handling intelligent pigs and other cleaning pigs.

2. Laying of 88.9 mm O.D., SS(304L) Pipeline, welded and underground pipe lines at Dandewala, Tanot and Bagittibba gas field, approx. total length 7000M (SS Pipeline) with pipe fitting, valves, etc. including radiography, hydraulic testing and hooking up of the flow lines at various wells in the above gas fields

- a) Laying of pipeline from wells to DND GPC or designated location as indicated by OIL
- b) Fixing/installation of valves
- c) Burring the pipeline 1.5 mts from surface. Contractor has to use
- d) All testing as specified including radiography for welds, hydro test needs to be done
- e) Installation of pipeline locators (marker post) at a height of 2 mts from surface at a distance of 1 km.
- f) While executing excavation job, bidder has to keep into consideration that other flow lines or fibre cables are not damaged. In case of any damage, bidder has to repair/replace the damaged portion at bidder's own cost.

3. Laying of 4" O.D., CS Pipeline, welded pipe lines at Baghewala Field, approx. total length 3000M (CS Pipeline) with pipe fitting, valves, etc. including radiography, hydraulic testing and hooking up of the flow lines from 5 wells at various wells to the manifold before the 160 kl tank at Baghewala Field.

- a) Laying of flow lines from BGW#8, BGW#9, BGW#10 & two more wells to the 160 kl tank
- b) Fabrication of a five-point manifold before the 160 kl tank that includes group header and test header with check valves(NRV) and pressure and temperature gauge points. Radiography and Hydro test of the manifold to be carried out at 150 KSC.
- c) 2" Steam injection point with valve to be provided at line for injection of steam to mitigate the flow assurance problem in the flowline. 2" valves for the said job will be provided by OIL.
- d) All testing as specified including radiography for welds, hydro test to be carried out at 150 KSC.
- e) All painting jobs in the pipeline needs to be carried out. Initially a layer of red oxide should be applied. After that two layers of aluminum paint should be applied.

4. Laying of 3" O.D., XXS Pipeline, welded pipe lines at Baghewala Field, approx. total length 1400M (XXS Pipeline) with pipe fitting, NRV's, points for pressure and temperature gauges, valves, etc. including radiography, hydraulic testing as per IBR approval and insulation of the flow lines from 2 wells and hooking it up to the HP boilers at Baghewala#8.

b) Approval from Boiler Authority of Rajasthan has to be obtained for these lines by the bidder. Bidder has to be IBR approved for executing the job.

c) Installation of piping job includes providing pipe support based on stress calculation (Max working pressure: 150kg/cm<sup>2</sup>, Temp: 350 degrees Centigrade), grouting of support at suitable distances, flexible clamping, insulation etc. The pipe supports should be minimum 1.5 m from ground and should be placed at a distance of 25 to 30 mts from each other. The supports will be made of 2 7/8" tubing or 3" pipes. The supports have to be properly grouted upto 1 mt from surface with cement concrete.

d) Insulation material has to be provided by the bidder for insulation job. The insulation will be minimum 1 inch. Also Contractor has to make a blowdown line for each well.

e) Expansion joints have to be fabricated and installed in the lines at a gap of around 50 mts to 75 mts.

f) Steam traps and drain valves has to be installed in the line at a gap of 50 to 70 mts or near expansion joints and bends. The steam traps should be high pressure steam traps only (125 kg/cm<sup>2</sup>) and should be of make Thermax, Spirax, Forbes Marshall only.

The following materials has to be supplied with each unit of high pressure steam trap and drain valve:

SI No	Steam Trap Unit Details	Unit	Qty
<b>a</b>	15 NB ,SW , ANSI B 16.5, 1500#, STEAM TRAP, TD 120	NOS	1
<b>b</b>	HALF CUPLING 15 NB, SW,FCS 3000# SA-105	NOS	1
<b>c</b>	FLANGE WNRF, ANSI B16.5,2500#, NPS 15 SCH 160,SA-105,FCS	NOS	2
<b>d</b>	15 NB, SW, EQUAL TEE,FCS 3000#,SA-105	NOS	3
<b>e</b>	GLOBE VALVE , SW 15 NB, FCS 2500#	NOS	1
<b>f</b>	ELBOW 90 DEG, SW, 15 NB,FCS 3000#, SA-106	NOS	3
<b>g</b>	PIPE , 15 NB,SA-106, GR-B,SCH-80, IBR	MTS	4
<b>STEAM LINE DRAIN POINT</b>			
<b>a</b>	WELDOLET 25 NBX80 NB HDR IBR SA-516 GR-7 0 SCH XXS	NOS	1
<b>b</b>	PIPE 25 NB ,CSH-XXS, SA-106,GR-B, IBR-200 LONG	NOS	2
<b>c</b>	25NB 90 DEGREE ELBOW, LRSW,SCH-XXS, SA-106,GR- B, IBR,	NOS	1
<b>d</b>	25 NB SW , GLOBE VALVE, FCS,2500#, IBR	NOS	2

g) One end of the line pipe will be connected to the well with 2'' flexible hose. Flexible hose will be provided by OIL. Other will be connected to the header from boiler.

h) The Contractor has to fabricate expansion joints and install it in the steam line. Also steam traps, drain valves have to be installed at a distance of 80 to 100 mts distance in the steam line as above. Also blowdown line has to be fabricated as per OIL'S instruction. IBR Approved Globe Valve Gear box operated -DN80-Butt welded ends FCS Class 2500-PN-260 of 3'' (2 nos) needs to be welded and installed along with IBR Approved ANSI 2500 Class, Butt Weld Ends, cast carbon steel WCB Bolted Cover, Swing type Disc Check Valve 3'' (one no) in each line. The layout of blowdown along with pipeline details at Baghewala#8 is enclosed herewith for reference.

5. Recovery & relaying of 4'' welded pipe line of length 3000 mts to and from BGW#8 to various wells where CSS will be done for transportation of water. The pipeline will be carrying cold water from BGW#8 into the Heat Exchangers at designated well and the hot water from these wells will be carried back to BGW#8.

- Already a pipeline of 4'' over ground pipeline exist from BGW#8 to BGW#6. The bidder has to recover the line by gas cutting and the same line will be laid for the above purpose.
- The pipelines will be from BGW#8. Bidder has to arrange for hooking up with existing line at BGW#8 to all the three wells (heat exchangers) for transportation of cold water. There will be a minimum of three heat exchangers in each well in series. Bidder has to fabricate two reducers from 4'' to 2'' to connect each exchanger.
- Similarly, bidder has to arrange for connecting the outlet of each heat exchanger to the line carrying back the water to Baghewala#8 well.



**Note:**

- i) The Contractor personnel shall use proper tools & tackles during execution of jobs. The Contractor shall supply all the tools & tackles to his personnel.
- ii) The Contractor personnel shall use proper PPE (helmet, hand gloves, safety shoe, goggles, cotton overall etc. to all his engaged field personnel under the contract. The personnel will not be allowed to work without proper PPEs.
- iv) The Contractor has to provide detailed report on the status of the jobs carried out to OIL authority on daily basis.
- v) Hydraulic testing shall be carried out at 1.5 times the designed pressure, certificate issued for the same.
- vi) Inspection and hydraulic testing shall have to be carried out as per IBR guidelines for serial no 4.
- vii) The Contractor has to arrange for all types sheet gaskets, lubrication oil, grease, markin cloth, jute, tools & tackles etc. which shall be required for relocation jobs.
- viii) Pipes shall be unloaded from the trucks/trailers and lowered to the ground by means of by means of boom tractor or swinging crane or other suitable equipment using lifting devices. Crane will be provided by OIL for unloading and loading.

6.0 Mobilisation: The Contractor is required to complete mobilisation of adequate crew, equipment, machineries and accessories/tools/tackles/materials etc. as required for job execution at site within 30 (thirty) days of from issue of LOA. Since the job will be executed over a period of two years there will be 10 (ten) subsequent mobilization. Bidder has to mobilize within 15 days for each subsequent mobilization from the date OIL intimates Contractor for subsequent mobilization. During subsequent mobilization, bidder will mobilize their manpower only. Bidder will be provided a designated location for storage of their equipment and tools and tackles and other items relevant for execution of job. However, bidder has to arrange for proper lock and key for these items. Intimation from OIL will be through email. Mobilisation will be treated as complete only when all personnel for site jobs along with machinery are mobilised and accepted by Company's Site Engineers/representative and Contractor's manpower are ready to start execution of jobs in all aspects.

Since both the fields are approximately 300 kms apart, Contractor will be given a period of 10 days for inter location movement.

In case the Contractor is not able to mobilise within stipulated period, LD will be applicable.

**7.0 GENERAL AND TECHNICAL REQUIREMENTS:**

7.1 The Contractor will be required to mobilize all their requisite resources including manpower, machinery, equipment, tools, tackles, gadgets, materials and consumables within 30 (thirty) days of intimation of mobilisation Company. The site jobs will be carried out under direct supervision/ guidance of Company's Engineer-in-charge available at site.

For change of location i.e. from one field to the other, Contractor will be given 10 days for inter location movement.

7.2 The Contractor will have to arrange own accommodation, fooding & transportation for movement of their personnel during the engagement of their personnel during execution of the jobs as per the contract period. OIL will not be responsible for any such facilities to the Contractor. The Contractor should provide basic amenities to their personnel during

performance of the duty at the site. OIL will provide a location near the work site in both fields to Company for setting up their camp.

7.3 Machineries like welding sets, lifting gears, hydraulic pump for pressure testing, machineries for NDT etc. as may be necessary for job execution at site must be mobilized by the Contractor in adequate quantity for timely execution of the jobs.

7.4 The welders to be engaged by the Contractor must have experience to carry out welding as per API, ASME-B-31.3 & AWS-D10.4-86 & IBR Regulations & IBR Certificate (Serial no:4) and under all weather conditions and at all positions (Inclined, vertical, horizontal and overhead etc.). The welders to be engaged for working in steam pipeline must be IBR certified welder for Serial no 4. Documentary evidence in support of Welders' qualification will be verified prior to their engagement. Further, a performance test may be taken by OIL's Site Engineer to demonstrate their skill before their actual deployment. Contractor shall provide all welding rods compliance with respective codes and of suitable gauge for job execution.

7.5 Contractor will have to arrange for necessary statutory permits etc. like labour license prior to mobilization.

7.6 Contractor will provide all necessary safety gears and protective gears to their crew as follow all statutory requirements/guidelines.

7.7 Necessary safety measures are to be taken and followed strictly as per Company's rules and as Indian Boiler Regulations. HOT/COLD work permit shall be obtained by the Contractor from OIL's Engineer-in-charge before starting the jobs.

7.8 Any medical attention, which may be required for Contractor's personnel during the course of job execution at site will be the responsibility of the Contractor.

7.9 Contractor must arrange and pay for the insurance coverage for their personnel and machinery. Company will not assume any responsibility whatsoever in this regard.

7.10 Responsibility of security of the materials, equipment and machinery etc. shall rest with the Contractor.

7.11 Contractor shall arrange for transportation of their equipment/tools/spares/consumables from Contractor's yard/site to Company's site or between two sites and back at the end of the work at their own expenses.

7.12 Contractor shall keep their equipment/machineries in good working order throughout the job execution. Any shutdown of equipment/machinery leading to delay in job execution will result in liquidated damages/penalty as per provision of contract.

7.13 Any administrative matters/disputes, which may arise during job execution pertaining to the contract must be promptly resolved by the Contractor.

7.14 Contractor to furnish list of manpower for deployment at site including the site engineer/supervisor, technical staff and helpers etc. within 7 days of issuing Letter of Award (LOA).

7.15 Representative of OIL shall have all the rights and access for inspecting the work being executed by the Contractor at any stage. The Contractor must agree for this. The Contractor shall also facilitate the Company official all means and facilities necessary to carry out inspection.

7.18 Workmanship, if any, found defective during the testing shall be repaired by the Contractor. Similarly, if any material supplied by the Contractor is found defective/damaged, the same shall be replaced by the Contractor without any extra charge to Company.

7.19 After completion of site jobs, the Contractor must remove all scrap and garbage etc. from site, and handover the site clean and tidy condition to Company.

7.20 SECURITY REGULATIONS: The contractor shall abide by and also observe all security regulations promulgated from time to time by the employer.

7.21 STORING/STACKING OF MATERIALS: Storing/Stacking/Placing of materials shall be only at the places designated by the engineer.

8.0 Site Jobs: Site jobs will be executed under direct supervision/ guidance of Company's site-in-charge. Jobs will be executed by the Contractor strictly in order of sequence as determined by the Company Representative.

## 9.0 MANPOWER:

- i) All personnel deployed by the Contractor must have adequate experience in their respective field as required for site jobs. The Contractor shall provide details of experience, and other relevant data of the personnel to be deployed for scrutiny and clearance by the Company before the actual deployment. The Contractor shall have to deploy the aforesaid persons after being certified and cleared by the Company only for the period of the Agreement. For any change of the appointed personnel due to extraordinary situation, the Contractor may do so after being permitted and approved by the Company. On Company's advice, the Contractor shall remove and replace, at their expense, any of their personnel whose presence is considered unsatisfactory in the opinion of the Company. However, the new recruitment shall take over the responsibility prior to their release of the concerned personnel.
- ii) The workforce has to be engaged with proper uniform i.e. cotton overall for every personnel clearly mentioning the contractor name in the front side & back side, personnel name & blood group. The workforce should be provided with proper PPE i.e. good quality safety shoe, helmet, goggles, hand gloves, ear plug etc.
- iii) The Contractor shall nominate one of their personnel as Maintenance in-charge during the site jobs who shall be in charge of the Contractor's personnel and who shall have full authority to resolve all day to day technical or other matters which may arise at the site. The person will be responsible for providing daily progress report to OIL. The Contractor must engage a Maintenance in-charge/Manager at site who have minimum qualification of Graduate in Engineering with 5 years' experience in executing similar type of jobs. Additionally, he must have adequate experience and managerial skill to lead a team.
- iv) All persons deployed by the Contractor under this contract should be issued identity cards stating the name of the Contractor and the work and its validity period.

## 10.0 Wrapping & Coating for 168.3 mm O.D. Line pipe

### 10.1 Cleaning for Pipeline Wrapping and Coating Specification

10.1.1 External surface of pipe shall be cleaned before initial priming by blast cleaning (Sa 21/2) and the minimum surface finish for blast cleaning shall be as per SIS 055900.1 or any specified standard by client.

10.1.2 The cleaning process shall remove all oil grease, weld slag, rust and any other foreign matter from the pipe external surface.

10.1.3 The applied cleaning method shall not result thinning of the pipe wall beyond the limits of the pipe specification.

10.1.4 Cleaning shall be carried out immediately before application of the priming coat.

10.1.5 Piping shall not be carried out under damp or frosty condition unless approved means of heating and drying of pipes are used. Any pipe that has become wet after cleaning and priming, or stood overnight before wrapping shall be re-cleaned to the required standard and re-primed.

10.1.6 The primer shall be applied in a thin layer without runs, sags, drips, holidays (gaps or voids) or other defects. Should any defects be found in the primed surface, the pipe shall be re-cleaned and primed to the required standard and to the satisfaction of OIL.

10.1.7 Freshly primed pipe shall be properly supported on racks, and allowed to be uncontaminated by moisture, dirt or other foreign matter.

### 10.2 COATING SYSTEM (WRAPPING)

10.2.1 The protective wrapping shall consist of a coating system employing primer, laminated inner tape wrap and outer wrap.

10.2.2 The laminated inner tape wrap shall be butyl rubbed on polyvinyl chloride backing.

10.2.3 The outer tape wrap shall be polyvinyl chloride white in color. For OIL's application, the outer wrap thickness shall be 1.00 mm.

### 10.3. Material for Pipeline Wrapping and Coating Specification

Materials shall be supplied from the same Vendor and consist of the followings:

#### 10.3.1 PRIMER

Primer shall be a fast-drying compound, compatible with the laminated tape suitably compound to produce a liquid coating material that can be readily applied cold by brushing or spraying to produce an effective bond between the bare pipe surface and the subsequent coat of laminated tape. It shall be free flowing at the application temperature ranges and have the ability to cover voids, pits and welds, and shall be resistive to fungi bacteria.

The physical properties of primer shall be as followings:

Adhesion to pipe Inseparable

Adhesion to tape Inseparable

Application temperature (°C) -20 to 60

Operating temperature (°C) -20 to 60

Drying time (minute at 20°C) 10 max.

Solids content (%) 20 to 50

Viscosity at 20°C (CP) 100 to 300

Flash point (°C) 20 approx.

Application rate (m<sup>2</sup>/lit) 8 approx.

#### 10.3.2 INNER WRAP

A laminated tape consists of two layers as followings:

Inner layer of butyl rubber to bond to the primer, referred to as "Adhesive".

Outer layer of polyethylene referred to as "Backing".

The laminated plastic tape shall have a backing of stabilized polyethylene and a primer activated adhesive mass of butyl rubber. The whole tape shall be resistant to bacterial, fungi, vegetable and different salt solution presenting in the ground.

It shall be suitable for line travel application and shop coating with wrapping machine.

The physical properties of the inner wrap shall be as followings:

Butyl rubber thickness (mm) 0.2 min.

Backing thickness (mm) 0.4 min.

Total thickness (mm) 0.6 min.

Tensile strength (N/mm<sup>2</sup>) 18 min.

Elongation (%) 100-300

Tear resistance (N/mm) 1.0 min.

Impact resistance (Nm) (55 % overlap) 8 min.

Adhesion (N/cm) 20 min.

Dielectric strength (KV/mm) 40 min.

Insulation resistance (MΩ) 106 min.

Cathodic disbandment. 30 days (mm<sup>2</sup>) minimal

Water/Vapour permeability (g/m<sup>2</sup>/24hr) BS-2782 3 max.

Water absorption (%) ASTM D-570-77 0.1 max.

Application temperature (°C) -20 to 60

Operating temperature (°C) -20 to 60

Color Black

No cracks shall be seen during application at low temperature (-20 °C). The laminated tape and primer shall be supplied by the same manufacturer.

#### 10.3.3 OUTER WRAP

The outer wrap shall be polyethylene plastic tape suitable for machine application over the inner wrap. It shall give protection against mechanical damage over inner wrap during pipe lowering-in and back-fill operations. It should also provide protection against solar and U.V. radiation.

The physical properties of the outer wrap shall be as followings:

Thickness (mm) 0.375 min.

Tensile strength (N/mm<sup>2</sup>) 15 min.

Tear resistance (N/mm) 1.0

Elongation (%) 100-300

Dielectric strength (KV/mm) 40 min.

Application temperatures (°C) -20 to 60 °C

Operating temperature (°C) -20 to 60°

Color White

Adhesion to inner-layer tape (kg/cm width) 0.5 min.

Impact resistance (N.m) 2.83 min.

Cathodic disbanding (mm) 50 max.

These items must be monitored by NACE Inspection service provider company.

#### 10.3.4 PLASTIC ROCKSHIELD

Plastic rock shield shall consist of a matrix of spaced ribs of high density polyethylene with good impact resistance. It shall be resistant to shock, fungi, natural and artificial agents contained in soil. The grid pattern shall be so designed as to encourage the passage of cathodic protection current to the coating surface. Methods of fastening shall be circumferential strapping with 15 mm wide plastic bands and associated buckles. Rock shield shall be used over outer wrap to protect it against mechanical damage, which will be applied at water crossings, rocky/semi-rocky crossings where, continuous concrete weighting/concrete set on weights shall be employed.

The physical properties of rock shield shall be as followings:

Thickness (mm) 3.0

Specific weight, (G/cm<sup>3</sup>) 0.5 min.

Tensile strength (N/mm<sup>2</sup>) 15.0 min.

Tear resistance (N/cm) 10. min.

Hardness (Duro shore D) 40 min.

Application temperature (°C) -20 to 60

Operating temperature (°C) -20 to 60

#### 10.3.5 HAND WRAPPING TAPE

The laminated plastic tape shall have a backing of highly flexible polyethylene and a mass of primer activated coat of butyl rubber. It shall be highly conformable at Low temperature and suitable for hand wrapping of tees, bend and other irregular shape fittings of small diameter up to 4" to be buried in the ground and subject to cathodic protection currents. It shall be resistant to bacteria, fungi and agents present in the soil. The tape shall be designed for use with its own primer.

The physical properties of the tape shall be as followings:

Butyl rubber thickness (mm) 0.6 to 0.75

Backing polyethylene thickness (mm) 0.3 to 0.4

Total thickness (mm) 0.9 to 1.15

Tensile strength (N/mm<sup>2</sup>) 8.0 approx.

Elongation (%) 150-300

Low temperature flexing at - 20°C No cracking

Adhesion to primed steel (N/mm) 5 min.

Dielectric strength (Kv/mm) 40 min.

Insulation resistance (MΩ) 106 min.

Water/vapor permeability (g/m<sup>2</sup> 24 h) 3 max.

Water absorption (%) 0.1 max.

Application temperature (°C) -20 to 60

Operating temperature (°C) -20 to 60

Color Black

#### 10.4. Working Sequence for Pipeline Wrapping and Coating Specification

- a) Primer and wrapping system shall comprise the followings:
- b) Primer shall be thoroughly stirred before application.
- c) Before application of primer pipe surface shall be cleaned.
- d) Primer shall be applied at an average rate 0.12 liter per square meter.
- e) Primer may be used by spray equipment or hand brushing.
- f) Primed pipe shall be protected from contamination by moisture dust or foreign matter before application of the tape wraps.
- g) Immediately after application of primer (the primer must be allowed to dry completely, refer to manufacturers instruction) the pipeline shall be spiral wrapped with laminated inner tape wrap and outer tape wrap.
- h) The tape shall be applied with tension controlled provide a uniform, tightly adhesive coating free from wrinkles, puckers, void, or break.
- i) The wrapping machine shall be equipped with an overlap control device properly adjusted to provide the following minimum overlap under all conditions.

#### 11. Guidelines:

- a) All welding works, equipment for welding, heat treatment, other auxiliary functions and the welding personnel shall meet the requirements of the latest editions of the following codes, standards and specifications as listed below:-
  - Code for Gas Transmission and Distribution Piping System (ANSI B31.8).
  - Standard for welding of Pipelines and Related Facilities (API 1104).
  - Specification for welding Electrodes and Filler Materials (ASME Sec. II C).
  - Non Destructive examination (ASME Sec. V).

Before welding, all rust and foreign matter shall be removed from the bevelled ends by power operated tools. This shall be effected inside and outside and for a minimum distance of 25mm from the edge of the weld bevel. If welding procedure is not followed as mentioned above, OIL reserves the right not to pay the bidder against invoice raised for the said job.

Immediately prior to line-up bidder shall inspect the pipe ends inside and outside for damage, dents, laminations etc. Pipe for welding shall be set up, correctly spaced, allowing for temperature changes during welding, in correct alignment and shall in no circumstances be sprung into position. Temporary attachments of any kind shall not be welded to the pipe. Welds joining the sections of the pipelines, valve installation or similar welds classified as tie-in welds shall be made in the trench. Otherwise the alignment and welding shall be made alongside the ditch with the pipe supported on skids and back pad or other suitable means approved by COMPANY, at least 500mm above the ground, unless approved by the COMPANY in specific cases.

Preheating shall be performed using resistance or induction/ heating methods. Preheating by gas burners, utilising acetylene or propane gas may also be carried out. Oxypropane gas may be used with the permission of the COMPANY under careful supervision. The heat treatment of welded joints shall be carried out as per the requirements laid down in ANSI B31.8.

The non-destructive examination shall mainly consist of examination using x-ray radiography. Radiographic examination of one hundred percent (100%) girth welds will be required by the COMPANY.

- b) All painting jobs in the pipeline needs to be carried out. Initially a layer of red oxide should be applied. After that two layers of aluminum paint should be applied.
- c) Each length of pipe shall be thoroughly examined internally and externally to make sure that it is free from visual defects, damage, corrosion, dirt, animals or any other foreign objects. Each length of the pipe shall be adequately swabbed, either by use of canvas belt disc of

proper diameter or by other methods approved by the COMPANY. Damaged/corroded pipes shall be kept separate. Each length of pipe shall be pulled through just before being welded.

- d) The maximum permissible depth of dents in pipes upto and including 123/4" OD is 5mm. Dents which contain a stress concentrator such as scratch, gauge, arc burn or groove, and dents located at the longitudinal, spiral or circumferential weld shall be removed by cutting out the damaged portion of pipe as a cylinder.
- e) Repair on line pipe shall be executed as specified in Code ANSI B 31.8/B 31.4. A record of all repairs is to be maintained by Bidder.
- f) Lowering in Trench: Lowering can start after removal from ditch bottom of all off cuts, pipe supports, stones, roots, debris, stakes, rock projections below underside of pipe and any other rigid materials which could lead to perforation or tearing of the coating. Lowering shall follow as soon as possible, after the completion of the joint coating of the pipeline. Before lowering in, short completed sections of the pipeline shall be cleaned with compressed air in order to remove all dirt, etc. from the inside of pipe sections.
- g) Backfilling shall be carried out immediately after the pipeline has been laid in the trench, inspected and approved by the COMPANY, so as to provide a natural anchorage for the pipeline, thus avoiding long exposure of coating to high temperature, damaging actions of adverse weather conditions, sliding down of trench sides and pipe movement in the trench. If immediate back filling is not possible, a covering of at least 200mm of earth, free of rock and hard lumps shall be placed over and around the pipe and coating.
- h) Where the Ends of the piping components being welded have an internal surface misalignment exceeding 1.6mm, the wall of the component extending internally shall be trimmed by machining so that the adjoining internal surfaces will be approximately flush.

All exposed surfaces like piping, valves, structures, and miscellaneous appurtenances shall be painted. The corrosion coating on pipe surface will end approximately 0.3 meter above the finish grade.



## **PART-II**

### **GENERAL AND TECHNICAL REQUIREMENTS:**

1. The contractor must have experience in laying, welding and commissioning of cross country or process pipelines for Crude oil, natural gas & petroleum product services
2. Contractor must quote for all the jobs/items under this contract. No part job will be considered.
3. The welder to be engaged by the contractor should have valid up to date API- 1104 welding certificate, IBR Certificate for welding steam pipe lines, the welder should be capable to weld under all weather conditions and at all positions. Further, prior to actual deployment at site, OIL may conduct performance test of welders and in case anyone is not found suitable, the contractor must immediately replace with a suitable welder for the jobs. The welder during the tenure of the contract may be asked to weld wellheads / casings in case of emergency to connect to pipelines.
4. The contractor must be in a position to mobilize all requisite manpower, machinery and consumable at the designated site within 30 days of issue of LOI (Letter of Intent) by OIL informing award of contract for the first mobilization and 15 days from the date of intimation by OIL for subsequent mobilization orders and the entire period of the contract till OIL certify that the job is completed.
5. The contractor will be required to establish site camp at their own cost for which levelled ground will be provided by OIL near to Baghewala Pilot Plant / Dandewala Gas Processing Centre depending on where the job is executed. Contractor shall also establish workshop, house/shed for living, dinning, kitchen, toilet etc. at their cost. Water, electricity, preliminary first -aid facility/ emergency treatment, food for their personnel and other amenities as required for Contractor's personnel will be arranged and paid for by the Contractor. Also, he should arrange for necessary vaccination, if required for his personnel working at Desert Climate.
6. Contractor shall arrange for necessary statutory permits like labour license etc. as per requirement prior to mobilization. Proper should arrange for permission from Border Security Force for its employees to work in the area.
7. Contractor shall arrange and pay for insurance coverage for all their personnel and materials. Documentary proof to be furnished to OIL prior to mobilization.
8. All administrative matters/ dispute related to contractor's personnel to be resolved by contractor without hampering company's work.
9. Contractor shall dismantle their establishment and handover the site in cleaned workable condition after removal of scrap/ garbage etc. after completion of jobs. All excess materials to be handed over to OIL at Hamira Stores.
10. Total quantity of pipeline to be laid shall be approximately 30,000 M of various sizes to be done in two (02) years. However, OIL reserves the right to extend the validity of the contract by another One year or to ruminant the contract at the end of two years even without executing the full quantity of job.
11. While it is expected that the Contractor will mobilize men, machinery and other requisites in adequate quantity for fulfilment of its contractual obligations in time. OIL reserves the right to prepone / postpones any specific job during the actual execution depending upon its priorities to meet the operational requirements, without changing the total scope of work mentioned in the tender. The contractor will direct/engage manpower/infrastructure accordingly.
12. In the event of exigency, the contractor may be required to arrange for area light/flood light, D.G. sets with adequate manpower and consumables including rods for SS welding, CS welding etc at their cost to carry out the jobs for timely completion of works.

In the event of exigency, the contractor may have to carry out field jobs, round the clock as per the advice of OIL. In such case, the contractor will arrange at their cost for area/floodlight, generating sets etc. and engage manpower accordingly.

13. The site/ ROW (Right Of Way) for the proposed pipelines for item 1 & 2 are located near International Border where curfew is imposed at times by the District Authorities from 6.0 PM to 6.0 AM. As such, to work in the area statutory entry permit / passes for the work persons are required to be obtained from BSF Jaisalmer prior to the work. Contractor to apply for Photo Identity cards for their work persons after necessary Police Verification from their end. The identity card will be approved by OIL INDIA LTD. prior to mobilization to the site.

14. The contractor shall follow strictly the various norms of API 1104/ANSI B31.4, B31.8 and other relevant codes including IBR norms as applicable for performing all the operations under this contract.

15. Pipes, valves & fittings, casing pipes will be supplied by OIL. Water required for hydraulic testing, only source of water will be provided by OIL, other arrangement shall be made by the Contractor.

16. Security of the Company's materials once supplied to the contractor will be his responsibility till these are handed over again to the Company after completion of the job. Necessary amount will be recovered from contractor if materials are lost due to theft or any other reason during contractor's custody.

17. All the safety measures are to be taken and followed strictly as per Company's rules and as per OMR-2017. Contractor will have to provide safety appliances and protective gears to his personnel during work. In case safety & protective equipment are not provided, OIL reserves to deduct the same from invoices raised by the bidder.

18. The job of pipe line construction shall be executed adhering to the relevant OISD codes and strict compliance with applicable regulations enforced by the State Pollution Control Board of Rajasthan.

19. The contractor shall have suitable cold Bending Machine to make cold bends without deformity with maximum recommended curvature as per ANSI/API specifications.

20. Before starting the job, the contractor shall submit the list of competent skilled persons with valid certificate who will carry out the job as per specification. If Company desires, the competent persons of the contractor will have to pass necessary tests conducted by the Company.

21. The jobs under this contract are not of continuous nature and will be done as and when required and in two different fields of OIL at Dandewala & Baghewala Field in Jaisalmer district of Rajasthan. Hence during currency of the contract, work volumes will vary from time to time and there may not be work at certain period of time.

22. The contractor shall have some Office at Jodhpur for day-to-day communication with the User department during currency of the contract.

23. The contractor shall have the capability to mobilize within 30 (thirty) Days after issue of acceptance letter of intent.

24. All statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by the contractor and the amount of the contract specified in the contract is inclusive of all the tax liabilities.

#### 4.0 GENERAL HEALTH, SAFETY AND ENVIRONMENT (HSE) INSTRUCTIONS:

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating.

2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and

Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
23. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.
24. The contractor should prevent the frequent change of his contractual employees as far as practicable.
25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
26. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

## 5.0 ASSOCIATION OF COMPANY'S PERSONNEL

1.1 Company may depute more than one representative to act on its behalf for overall co-ordination and operation management at location. Company's representative shall have the authority to order any changes within the general scope of work herein under to the extent so authorized and notified by the company in writing. He shall liaise with the contractor; monitor the progress so as to ensure the timely/ orderly completion of jobs. He shall also have the authority to oversee the execution of jobs by the contractor and to ensure compliance of provisions of the contractor.

## 6.0 ORDER OF PRECEDENCE OF DOCUMENTS:

In case of difference, contradiction, discrepancy, with regard to conditions of contract, Specifications, Drawings, Bill of quantities etc. forming part of the contract, the following shall prevail in order of precedence.

- 14.1. Descriptions in Schedule of Quantities.
- 14.2. Special Condition of Contract.
- 14.3. Technical specifications
  - 14.3.1. Drawings
  - 14.3.2. Relevant B.I.S. Codes
- 14.4. General Conditions of Contract.

**(END OF SECTION – IV)**

## **SECTION-V**

### **BID FORM AND PRICE SCHEDULE DETAILS**

#### **(A) BID-FORM**

Date :

Tender No. :

(Insert Bidder's name and address)

Gentlemen,

Having examined the General and Special Conditions of Contract, 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 30 days calculated from the date of receipt of LOA initially and subsequent within 15 days for subsequent mobilization notice from Company for each call (as and when required) during the currency of the contract.

If our Bid is accepted, we will obtain the Guarantee of a Bank for sum of not exceeding 10% of the annually estimated contract value for the due performance of the Contract.

We agree to abide by the Bid for a period 120 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before expiry 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 lowest or any Bid you may receive.

Dated this ..... Day of ..... 2019

-----  
(Signature)

-----  
(in the capacity of)

Bidder's Name :

Bidder's Address :

#### **(B) PRICE SCHEDULE DETAILS:**

Bidders must quote their rates strictly as per format provided in Section – X vide PROFORMA-II.

**(END OF SECTION – V)**

## **SECTION – VI**

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

WHEREAS, (Name of Bidder) ..... (hereinafter called “the bidder”) has submitted his bid dated (Date) .....for the provision of certain oilfield services (hereinafter called “the bid”). KNOW ALL MEN by these presents that we (Name of Bank) ..... of (Name of country) ..... having our registered office at ..... (hereinafter called “the Bank”) are bound unto Oil India Limited (herein after called “Company” in the sum of (.....) \* for which payment well and truly to be made to Company, the bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this ..... Day of ....., 2019.

THE CONDITIONS of this obligation are:

1. If the bidder withdraws his bid during the period of bid validity specified in the Form of Bid;  

Or
2. If the bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:
  - fails or refuses to execute the Form of Agreement in accordance with the Instructions to bidders, if required; or
  - fails or refuses to furnish the Performance Security in accordance with the Instructions to bidders;

We (Name & address of Bank) undertake to pay to Company up to the above amount upon receipt of its first written demand, without Company having to substantiate its demand, provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date, 210 days after the closing date for submission of bids as stated in the tender document.

DATE: .....

SIGNATURE OF THE BANK OFFICIAL:

.....

NAME OF BANK OFFICIAL

WITNESS: .....

SEAL:

.....

(Signature, Name and Address)

- 
- The bidder should insert the amount of the guarantee in words and figures denominated in the currency of the Company’s country or an equivalent amount in a freely convertible currency.

**(END OF SECTION - VI)**

## SECTION - VII

### FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)\*

To: (Name of Company  
(Address of Company  
.....)

WHEREAS (Name and address of Contractor) ..... (hereinafter called "Contractor") had undertaken, in pursuance of Contract No..... dated ..... 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 by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we (Name & address of Bank) have agreed to give the Contractor such a Bank Guarantee, now THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee) \*\* ..... (in words) ..... such sum being payable in the type and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of the 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 modifications of the terms of the Contract or of 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 release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date (.....)\*\* three(03) months after Contract Completion.

#### SIGNATURE & SEAL OF THE BANK OFFICIAL

.....  
Name of Bank .....  
Address .....  
Date .....

\* Bidders are NOT required to complete this form while submitting the bid.

\*\*An amount is to be inserted by the guarantor, representing the percentage of the Contract price specified in the Contract as per para 25.0 under Section-II

**(END OF SECTION-VII)**

## **SECTION-VIII**

### **SAMPLE FORM OF AGREEMENT**

THIS AGREEMENT is made on the ..... day of 2019... between (name of Company) ..... of (Mailing address of Company) ....., hereinafter called “the Company”, of the one part and (Name of Contractor) ..... (hereinafter called “the Contractor”) of the other part.

WHEREAS the Company is desirous that certain works should be executed viz. (brief description of works) ..... and has by Letter of Acceptance (date of Letter of Acceptance) ..... accepted a bid by the Contractor for the execution, completion and maintenance of such works, now THIS AGREEMENT WITNESS 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 hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:  
This Form of agreement,  
The Letter of Acceptance,  
The Contractor’s Bid and enclosures,  
The Technical Specifications,  
The Priced bill of quantities,  
The Drawings,  
The Schedule of Supplementary Information,  
The special Conditions of Contract and  
The General conditions of Contract
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies they shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to execute, complete and maintain the works in conformity in all respects with the provisions of the Contract.
5. The Company hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first written above.

SIGNED, SEALED AND DELIVERED

By the said  
Name \_\_\_\_\_

By the said  
Name\_\_\_\_\_

On behalf of the Contractor  
in the presence of:  
Name \_\_\_\_\_  
Address \_\_\_\_\_

On behalf of the Company  
in the presence of:  
Name \_\_\_\_\_  
Address\_\_\_\_\_

\* Bidders are NOT required to complete this form.

**( END OF SECTION - VIII)**



## **SECTION - IX**

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

#### **1.0. BID REJECTION CRITERIA (BRC):**

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

#### **1.0 TECHNICAL:**

1.1 Contractor should have experience in Laying, welding, fabrication, and commissioning of cross country pipe lines or process pipe lines for Natural gas services, Crude oil and Petroleum products during last seven years calculated upto the original bid closing date. The bidder must have successfully carried out **at least one similar job of INR 173.75 Lakhs during last seven years** calculated upto the original bid closing date for any E&P Company.

Documentary evidence confirming their experience for any installation as above will be required failing which the offer will be rejected. In case any bidder has defaulted in execution of any such contract earlier in last 5 years otherwise their offer will be outright rejected.

1.2 In case the bidder is executing similar service which is still running and 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 will also be taken in to consideration provided that the bidder has submitted satisfactory service execution certificate issued by the client.

**"Similar work" means the following nature of job: Construction of Crude Oil/Gas transportation welded pipe lines conforming to API- 1104 along with all associated job as per applicable and relevant codes/standards.)**

1.3 Bidder should also have experienced IBR welders for laying high pressure steam pipelines. Bidder should confirm that they will get necessary approval/ certification for IBR line commissioned by them from IBR Authority.

Note: Documents establishing successful execution of contracts as above must be submitted along with the bid, failing which the offer will be rejected. These documents should be in the form of copy of contract/work order and completion certificate/payment certificate etc. issued by the client.

1.4 Contractor must quote for all the jobs/items under this contract. No part job will be considered.

1.5 All welders engaged by the Contractor should have experience to carryout welding as per API-1104 and under all weather conditions and at all positions, (underground, vertical, horizontal and overhead). Documentary evidence in support of welder's qualification will be required along with the bid.

1.6 No Sub-contracting will be allowed. Contractor to confirm categorically that all the jobs under this contract will be executed by them only without any sub-letting.

1.7 Contractor to comply with all terms and conditions of NIT including Technical qualifications given under Special Terms & Conditions.

## **2.0 FINANCIAL:**

- 2.1 Annual financial turnover of the bidder during **any of preceding three financial / accounting years** from the original bid closing date should be at least **INR 173.75 Lakhs**.
- 2.2 Net Worth of the bidder must be **positive for preceding financial / accounting year**.

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 Wirth of the previous year 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 ..... has actually not been audited so far"

**Note:** 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 accountant (with Membership Number and firm registration number), certifying the Annual Turnover & Net Worth as per format prescribed in ANNEXURE
- ii) Audited Balance sheet along with Profit & Loss account.

2.3 In case the audited Balance sheet and Profit Loss Account are in currencies other than INR or USD, the bidder shall have to convert the figures in equivalent INR or USD considering the prevailing conversion rate on the date on which the audited Balance sheet and Profit and Loss Account is signed.

## **3.0 COMMERCIAL:**

- 3.1 Prices/Rates should be quoted in Indian Rupees and must be as per PRICE BID FORMAT uploaded under Notes and Attachment Tab. The rates quoted and uploaded in the "PRICE BID FORMAT" under Notes and Attachment Tab will only be considered.
- 3.2 Price Bid Format has been uploaded in e-Tender.
- 3.3 Prices and rates quoted by Bidders must be held firm during the term of the contract and not be subject to any variation. Bids with adjustable price terms will be rejected.
- 3.4 Bid Security in original must reach the office of CGM (S), Oil India Limited, Rajasthan Project, 2-A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur – 342 005, Rajasthan, India, before the bid opening date and time, otherwise, bid will be rejected. The amount of Bid Security shall be as specified in the "Forwarding Letter". Scanned copy of this Bid Security should also be submitted /uploaded online along with the un-priced (Technical) Bid. Public Sector Undertakings and Firms registered with NSIC/Directorate of Industries in India(MSE) are exempted from submission of bid security against this tender.
- 3.5 Bids received in physical form, but not uploaded in OIL's e-Tender Portal will not be considered.
- 3.6 Bidders must quote rates in accordance with the price schedule outlined in PRICE BID FORMAT, otherwise the Bid will be rejected. The Bids in which the rates for any part

of the work are not quoted shall be rejected. However, if no charge is involved for any of the work/item, 'NIL' should be mentioned against such part of work.

- 3.7 Bids received by Company after the bid closing date and time will be rejected.
- 3.8 User ID and Password are not transferable. Offers made by bidders who have not been issued/ permitted to download the bid document by the Company will be rejected.
- 3.9 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the person (s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
- 3.10 The Bids and all uploaded documents must be digitally signed using "Class 3" digital certificate (encryption enabled) [e-commerce application (Certificate with personal verification and Organization name)] 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.
- 3.11 Conditional offers will be rejected.
- 3.12 The following Clauses with all its sub-clauses should be agreed in to, failing which the bid will be rejected.

- Performance Security Clause
- Tax Liabilities Clause
- Insurance Clause
- Force Majeure Clause
- Termination Clause
- Arbitration Clause
- Applicable Law Clause
- Liquidated damages clause
- GST clause
- Integrity pact clause

**3.12 Integrity pact:** OIL shall be entering into an Integrity Pact with the bidder as per format enclosed annexure of the tender document. Each page of this Integrity Pact Proforma has been duly signed by OIL's competent signatory. The Proforma has to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid i.e. who is duly authorized to sign the bid. **Any bid not accompanied by Integrity Pact Proforma duly signed by the bidder shall be rejected straightway.** All pages of the Integrity Pact to be signed by the bidder's authorized signatory who sign the bid.

**3.13 "Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP& NG shall be applicable in this tender.**

Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified at Annexure- PP-LC and shall have to submit all undertakings / documents applicable for this policy".

**3.14 Purchase Preference Clause for MSE Bidders:**

Purchase preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir

Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:

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

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

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

### 3.15 Documentation Required to be submitted by MSEs:

Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

**In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.**

## 4.0 GENERAL:

4.1 **Proforma -I:** The Compliance statement must be filled up by bidders and to be submitted along with their bids. In case bidder takes exception to any clause of the bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by Company. The loading so done by the company will be final and binding on the bidders. No deviation will, however, be accepted in the clauses covered under BRC.

4.2 To ascertain the substantial responsiveness of the bids, Company reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

4.3 If any of the clauses in the BRC contradicts with other clauses of bidding document elsewhere, then the clauses in the BRC shall prevail.

## B. BID EVALUATION CRITERIA (BEC):

1.0 The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria (BRC) will be considered for further evaluation as per the Bid Evaluation Criteria given below.

1.1 Commercial Evaluation of bids submitted by the technically qualified bidders will be done on the basis of rates quoted by them as per the enclosed Price Schedule Format (**Proforma-II**) to ascertain the inter-se-ranking on total value basis considering all the items.

However, it is to be clearly understood that the quantity indicated against each item therein is based on estimates/assumptions of the Company and valid for bid evaluation purpose only. Payment will be made by OIL on actual job done/studies carried out during execution of the contract.

1.2 In the event of computational error between unit rate and total price, the unit rate as quoted by the bidder in original bid shall prevail for the purpose of evaluation. Similarly, in the event of any discrepancy between words and figures, the unit rates as quoted in words shall prevail.

**\*\*\*\*END of BRC/BEC\*\*\*\***

## **PROFORMA-I**

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

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

**(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 indicated here and put in their 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.

**PRICE SCHEDULE FORMAT / SCHEDULE OF WORK**

**Bidders must quote their rates strictly as per following format, which will be used for commercial evaluation of bids.**

<b>Sl. No.</b>	<b>Description</b>	<b>Unit</b>	<b>Qty.</b>	<b>Rate (Rs)</b>	<b>Total (Rs)</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>	<b>(6)=(4 x5)</b>
1	Initial Mobilization - Initial mobilization will include mobilization of manpower, equipment, tools & tackles etc.	LSM	1.00		
2	Interim/ Subsequent Mobilization- Will include mobilization of manpower	LSM	10.00		
3	Interim/ Subsequent Demobilization- Will include demobilization of manpower	LSM	10.00		
4	Interlocation Movement- Movement from Baghewal to Dandewala or vice versa	LSM	10.00		
<b>Laying of 168.3 mm O.D., Steel line pipe, ERW API 5L, welded and underground pipe lines at Dandewala &amp; Tanot gas field, approx. total length 18000M</b>					
5	Transportation of 168.3 mm O.D., Steel line pipe, ERW API 5L and pipe fitting from OIL Hamira go-down or other place to the work site at DND/TOT field by approved trailers. The job include loading & off loading of the pipe through approved means without damaging the pipes and pipe ends. Off loading will be done at place along the ROW and recommended by OIL representatives Weight of pipes : Weight : 28.22 kg/m (18.97 lbs/ft), API Std. 5L, Grade A, Bevel end . Maximum Distance from Hamira to work site : 155 KM.	M	18000.00		
6	Swabbing, Cleaning & Stringing of pipes along ROW by manual or any other mechanical means, approved by Oil representative, along with ROW. Manual stringing of pipe joints in sand bags along the ROW. Cleaning the inside of the pipe by manually or any other suitable means prior to welding and installation of night cap in all open ends. Checking of pipe ends by gauging tool. Pipe ends to be checked for any defects. The tools and tackles required are to be provided by the Contractor. Pipe end protector to be collected by the bidder at the end of job and to be handed over to OIL in pairs only for accessing the actual length of job executed.	M	18000.00		
7	Repair of pipe ends by gas cutting, machining, grinding etc. And making them true for welding. In case pipe ends are damaged prior to repairing the pipe at site the contractor shall obtain approval by OIL representative who shall be given after physical verification only. This repair shall not include minor repair which will be a part of alignment job. The jacking out operation of pipe ends shall come under this.Note: The contractor will charge only the first 1500	No.	1500.00		

	ends against the contract and the subsequent ends will be repaired/ prepared free of cost.				
8	Welding of 6" pipe joints including welding of butt welding fittings like Tee, Elbow, Flanges and Bends etc., to make a continues length using requisite number of welding runs. The welding shall strictly confirm to API-1104. The electrodes used shall be of suitable gauge and specification of E6010/E7010 or as recommended in relevant API code. The electrodes shall be tested and approved prior to welding. The welders engaged for the job must have sufficient experience in similar jobs and have necessary valid certificates. (Not older than six months) pertaining to welder qualification will be required prior to engagement. Welders will be subjected to qualification / eligibility test conducted by OIL representatives and only the approved welders will be allowed to be engaged for the job.	No.	2050.00		
9	Fabrication of standard line pipe bends ( cold/ hot) 168.3 mm O.D., Steel line pipe out of pipe supplied by the company and conforming to ASMS B 31.8 While executing the job the Contractor shall take care that the pipe bore remains undistorted / No ovality developed during bending process and the company have the right to accept/ reject the bend by inspection of ovality.	No.	20.00		
10	Installation of 6" Gate Valve on the line and hooking up the same with pair of matching /companion flanges with Studs & Nuts and Gasket. 6" Valves will be installed in the middle of the line for bleeding/ de pressurise the line..	No.	12.00		
11	Welding and fixing of 6" WN flange on the line.	No.	15.00		
12	Radiography Inspection of weld joints as per API 1104 BY BARC approved inspection agency. Weld joins to be radio graphed Shall be selected at random weld joints as per advised by OIL . All necessary equipments and inspection agency to be arranged and engaged by the Contractor. Weld joints if found defective, shall be repaired by the Contractor at their cost.	No.	500.00		
13	Coating and Wrapping by Cold Applied Tape: Coating and Wrapping of Pipe and Existing pipe section by Cold Applied Tape in compliance with AWWA C 209. The job includes scrapping of existing coating on old pipes, cleaning, surface preparation by sand blasting as per AWWA C 209 including supply of equipment and all consumables, application of primer and inner and outerwrap of cold applied tape and as per instructionof the Engineer in charge.	M	18000.00		
14	Excavation of Trench: Excavation of open trench along the ROW for lowering and laying of new pipeline, coating refurbishment of old	M	18000.00		



	<p>pipeline etc. as per instructions of the Engineer in Charge. The excavation shall be such that the slopes of embankment is at least 30 degrees and protection shall be given against collapse of trench if required. The bottom, width &amp; sides of the trench should be smoothly finished to accommodate the welded section of the pipe without any strain. This shall include all the trenching jobs along the ROW irrespective of the quality of earth like sand area or normal soil including dewatering if required. Contractor shall also provide barricading the whole trench and installation of signs to avoid any mishap. Excavation of open trench along ROW minimum depth shall be 1.5 M and having approx. 600 mm width at the top and 300 mm at the bottom.</p>				
15	<p>Laying &amp; Lowering of pipe line to the bottom of the trench without any stress or strain and without causing any damage to the pipeline/ weld joints and hooking up to TOT &amp; DND. After lowering of pipeline the trench shall be back filled with previously dug earth and ramming. The top surface of the backfilled trench shall be 300 mm over the original level for visual identification and settlement in future.</p>	M	18000.00		
16	<p>Hydraulic testing of each (Part) pipeline at a pressure of 150 Kg/ cm<sup>2</sup> as per advice of Company's site engineer. The duration of the test will be 24 hours. Pressure gauge, pressure recorder with chart etc. required for the purpose shall be provided by bidder. All other equipments / machineries like pump, static tank, man power etc shall be arranged by the contractor only. Oil will provide water at free of cost from the source (Ranau &amp; Baghewala#6). Contractor to arrange transportation of water on his own cost. Before pressurising the line all the trapped air shall be vented out after filling in water. Contractor shall all the men power, supervisor and consumable required for the job and test will be witnessed by OIL representative. After successful testing all the filled water shall be bleed/ purged off to make the line dry and usable and handover to the company(OIL). Any defective arise shall be repaired by contractor at his own cost.</p>	Lump sum	1.00		
17	<p>Marker Post: to fabricate 2 M height marker post out of 73.025 mm O.D pipe and 1.5 mm thick 400mmX 400 mm M.S. Plate. These shall be painted with golden yellow paint and finally "Arrow" marked with black colour paint. The post shall be erected over ground along the ROW with C.C.(1:2:4) grouting the height of the post above ground level after grouting shall be 1000 mm. All the material required for the job except 73.025 mm O.D. pipes shall be supplied by OIL.</p>	No.	75.00		
18	<p>Design, Fabrication &amp; installation of pig trap &amp; PIG launcher assembly. Pipes and valves, flanges required will be supplied by OIL.</p>	No.	1.00		
<b>Laying of 88.9 mm O.D., SS(304L) Pipeline, welded and underground pipe lines at</b>					

<b>Dandewala &amp; Tanot gas field</b>					
19	Swabbing, Cleaning & Stringing of 88.9 mm pipes along ROW by manual or any other mechanical means, approved by Oil representative, along with ROW. Manual stringing of pipe joints in sand bags along the ROW. Cleaning the inside of the pipe by manually or any other suitable means prior to welding and installation of night cap in all open ends. Checking of pipe ends by gauging tool. Pipe ends to be checked for any defects. The tools and tackles required are to be provided by the Contractor. Pipe end protector to be collected by the bidder at the end of job and to be handed over to OIL in pairs only for accessing the actual length of job executed.	M	7000.00		
20	Repair of 88.9 mm pipe ends by gas cutting, machining, grinding etc. And making them true for welding. In case pipe ends are damaged prior to repairing the pipe at site the contractor shall obtain approval by OIL representative who shall be given after physical verification only. This repair shall not include minor repair which will be a part of alignment job. The jacking out operation of pipe ends shall come under this. Note: The contractor will charge only the first 150 ends against the contract and the subsequent ends will be repaired/ prepared free of cost.	No.	150.00		
21	Welding of pipe joints including welding of butt welding fittings like Tee, Elbow, Flanges and Bends etc., to make a continuous length using requisite number of welding runs. The welding shall strictly conform to API-1104. The electrodes used shall be of suitable gauge and specification of E6010/E7010 or as recommended in relevant API code. The electrodes shall be tested and approved prior to welding. The welders engaged for the job must have sufficient experience in similar jobs and have necessary valid certificates. (Not older than six months) pertaining to welder qualification will be required prior to engagement. Welders will be subjected to qualification / eligibility test conducted by OIL representatives and only the approved welders will be allowed to be engaged for the job.	NO	300		
22	Fabrication of standard line pipe bends ( cold/ hot) out of 88.9 mm O.D., Steel line pipe supplied by the company and conforming to ASMS B 31.8 While executing the job the Contractor shall take care that the pipe bore remains undistorted / No ovality developed during bending process and the company have the right to accept/ reject the bend by inspection of ovality.	NO	25		
23	Hooking up of pairs of matching flanges with studs and nuts and by putting gaskets in between after	PAIRS	10		

	proper alignment and without any stress on the line				
24	Installation of 3" /2" Gate Valve along with flanges on the line and hooking up the same with pair of matching /companion flanges with Studs & Nuts and Gasket.	NO	10		
25	Radiography Inspection of weld joints as per API 1104 BY BARC approved inspection agency. Weld joins to be radio graphed Shall be selected at random weld joints as per advised by OIL . All necessary equipments and inspection agency to be arranged and engaged by the Contractor. Weld joints if found defective, shall be repaired by the Contractor at their cost.	NO	80		
26	Excavation of open trench along ROW minimum depth shall be 1.5 M and having approx. 600 mm width at the top and 300 mm at the bottom. The bottom and the sides of the trench should be smoothly contoured / finished to accommodate the welded section of the pipe without any strain. The trench shall be inspected by OIL representatives before lowering of pipes.	M	7000		
27	Fixing of forged reducers made out of ASTM-A-182 Gr. Dimensional details as per ASME B 16.9 reducer supplied by the Company.	No	8		
28	Lowering of pipe line to the bottom of the trench without any stress or strain and without causing any damage to the pipeline/ weld joints and hooking upto well & manifold at GPC. After lowering of pipeline the trench shall be back filled with previously dug earth and ramming. The top surface of the backfilled trench shall be 300 mm over the original level for visual identification and settlement in future.	M	7000		
29	Hydraulic testing of each (Part) pipeline at a pressure of 150 Kg/ cm <sup>2</sup> as per advice of Company's site engineer . The duration of the test will be 24 hours. Pressure gauge , pressure recorder with chart etc. required for the purpose shall be provided by bidder. All other equipments / machineries like pump, static tank, man power etc shall be arranged by the contractor only. All other equipments / machineries like pump, static tank, man power etc shall be arranged by the contractor only. Oil will provide water at free of cost from the source ( 40 km away from site ). Contractor to arrange transportation of water on his own cost. Before pressurising the line all the trapped air shall be vented out after filling in water. Contractor shall all the men power, supervisor and consumable required for the job and test will be witnessed by OIL representative. After successful testing all the filled water shall be bleed/ purged off to make the line dry and usable and handover to the company(OIL). Any defective arise shall be repaired by contractor at his own cost.	M	7000		
30	Marker Post: to fabricate 2 M height marker post out of 73.025 mm O.D pipe and 1.5 mm thick 400mmX 400 mm M.S. Plate. These shall be painted with golden yellow paint and finally "Arrow" marked with black colour paint. The post shall be erected over ground	NO	25		

	along the ROW with C.C.(1:2:4) grouting the height of the post above ground level after grouting shall be 1000 mm . all the material required for the job except 73.025mm O.D. pipes shall be supplied by the contractor.				
<b>Laying of 4" O.D., CS Pipeline, welded pipe lines at Baghewala Field</b>					
31	Swabbing, Cleaning & Stringing of 4" pipes along ROW by manual or any other mechanical means, approved by Oil representative, along with ROW. Manual stringing of pipe joints in sand bags along the ROW. Cleaning the inside of the pipe by manually or any other suitable means prior to welding and installation of night cap in all open ends. Checking of pipe ends by gauging tool. Pipe ends to be checked for any defects. The tools and tackles required are to be provided by the Contractor. Pipe end protector to be collected by the bidder at the end of job and to be handed over to OIL in pairs only for accessing the actual length of job executed.	M	4000		
32	Welding of 4" pipe joints including welding of butt welding fittings like Tee, Elbow, Flanges and Bends etc., to make a continuous length using requisite number of welding runs. The welding shall strictly confirm to API-1104. The electrodes used shall be of suitable gauge and specification of E6010/E7010 or as recommended in relevant API code. The electrodes shall be tested and approved prior to welding. The welders engaged for the job must have sufficient experience in similar jobs and have necessary valid certificates. (Not older than six months) pertaining to welder qualification will be required prior to engagement. Welders will be subjected to qualification / eligibility test conducted by OIL representatives and only the approved welders will be allowed to be engaged for the job.	NO	700		
33	Fabrication of standard line pipe bends ( cold/ hot) out of 4" O.D., Steel line pipe supplied by the company and conforming to ASMS B 31.8 While executing the job the Contractor shall take care that the pipe bore remains undistorted / No ovality developed during bending process and the company have the right to accept/ reject the bend by inspection of ovality.	NO	130		
34	Installation of 4" Gate Valve and 4" WN flange on the line and hooking up the same with pair of matching /companion flanges with Studs & Nuts and Gasket.	NO	15		
35	Radiography Inspection of weld joints as per API 1104 BY BARC approved inspection agency. Weld joints to be radio graphed Shall be selected at random weld joints as per advised by OIL . All necessary equipments and inspection agency to be arranged and engaged by the Contractor. Weld joints if found defective, shall be repaired by the Contractor at their cost.	NO	100		
36	Hydraulic testing of each (Part) pipeline at a pressure	M	4000		

	of 125 Kg/ cm <sup>2</sup> as per as per advice of Company's site engineer . The duration of the test will be 24 hours. Pressure gauge , pressure recorder with chart etc. required for the purpose shall be provided by bidder. All other equipments / machineries like pump, static tank, man power etc shall be arranged by the contractor only. All other equipments / machineries like pump, static tank, man power etc shall be arranged by the contractor only. Oil will provide water at free of cost from the source ( 40 km away from site ). Contractor to arrange transportation of water on his own cost. Before pressurising the line all the trapped air shall be vented out after filling in water. Contractor shall all the men power, supervisor and consumable required for the job and test will be witnessed by OIL representative. After successful testing all the filled water shall be bleed/ purged off to make the line dry and usable and handover to the company(OIL). Any defective arise shall be repaired by contractor at his own cost.				
37	Fabrication of five point manifold with group header and test header with check valves(NRV) and pressure and temperature gauge points including painting of the manifold, incoming lines and outgoing lines with letter writing with help of Pipe Stencils identifying the flow from each well with direction. Valves, pipes and accessories for fabrication will be provided by OIL.	NO	1		
38	Steam injection port of 2" and installation of 2" valve with nipple for steam injection including welding. Valves, pipes and accessories for fabrication will be provided by OIL.	NO	10		
39	Excavation of open trench along ROW minimum depth shall be 1 M and having approx. 400 mm width at the top and 100 mm at the bottom. The bottom and the sides of the trench should be smoothly contoured / finished to accommodate the welded section of the pipe without any strain. The trench shall be inspected by OIL representatives before lowering of pipes.	M	3500		
40	Lowering of 4" pipe line to the bottom of the trench without any stress or strain and without causing any damage to the pipeline/ weld joints and hooking up line. After lowering of pipeline the trench shall be back filled with previously dug earth and ramming. The top surface of the backfilled trench shall be 300 mm over the original level for visual identification and settlement in future & Hook up pipes from wells with tank & manifold including clearing, dewatering, Cutting of Pipe, end preparation, coating and wrapping and all other works related to hook up shall be carried out .	M	3500		
41	Marker Post: to fabricate 2 M height marker post out of 73.025 mm O.D pipe and 1.5 mm thick 400mmX 400 mm M.S. Plate. These shall be painted with golden yellow paint and finally "Arrow" marked with black colour paint. The post shall be erected over ground along the ROW with C.C.(1:2:4) grouting the height of the post above ground level after grouting shall be 1000 mm . all the material required for the job except 73.025mm O.D. pipes shall be supplied by the contractor.	NO	25		

<b>Laying of 3" O.D., XXS Pipeline, welded pipe lines at Baghewala Field, approx. total length 1400M (XXS Pipeline)</b>					
42	Swabbing, Cleaning & Stringing of 3" XXS pipes along ROW by manual or any other mechanical means, approved by Oil representative, along with ROW. Manual stringing of pipe joints in sand bags along the ROW. Cleaning the inside of the pipe by manually or any other suitable means prior to welding and installation of night cap in all open ends. Checking of pipe ends by gauging tool. Pipe ends to be checked for any defects. The tools and tackles required are to be provided by the Contractor. Pipe end protector to be collected by the bidder at the end of job and to be handed over to OIL in pairs only for accessing the actual length of job executed.	M	1400		
43	Welding of pipe joints including welding of butt welding fittings like Tee, Elbow, Flanges and Bends etc., to make a continues length & expansion joints using requisite number of welding runs. Welder should have experience to carry out welding as per API, ASME-B-31.3 & AWS-D10.4-86 & IBR Regulations & IBR Certificate The electrodes shall be tested and approved prior to welding as per IBR requirement. The welders engaged for the job must have sufficient experience in similar jobs and have necessary valid certificates. (Not older than six months) pertaining to welder qualification will be required prior to engagement. Welders will be subjected to qualification / eligibility test conducted by OIL representatives and only the approved welders will be allowed to be engaged for the job.	NO	350		
44	Installation of 3" Gate Valve on the line and hooking up with the line by welding	NO	4		
45	Installation of 3" check valve on the line and hooking up with the line by welding	NO	2		
46	Installation of 2" check valve on the line and hooking up with the line by welding	NO	2		
47	Fabrication & Installation of steam trap along with drain valve on the line and hooking up twith the line by welding	NO	12		
48	Supply of Steam Traps	NO	12		
49	Hydraulic testing of each (Part) pipeline at a pressure of 225 Kg/ cm <sup>2</sup> as per as per advice of Company's site engineer . The duration of the test will be 24 hours. Pressure gauge , pressure recorder with chart etc. required for the purpose shall be provided by bidder. All other equipments / machineries like pump, static tank, man power etc shall be arranged by the contractor only. Oil will provide water at free of cost from the source ( 40 km away from site ). Contractor to arrange transportation of water on his own cost. Before pressurising the line all the trapped air shall be vented out after filling in water. Contractor shall all the men power, supervisor and consumable required for the job and test will be witnessed by OIL representative. After successful testing all the filled water shall be bleed/ purged off to make the line dry and usable and handover to the company(OIL). Any defective arise shall be repaired by contractor at his own cost.	M	1400		
50	Fabrication of pipe support upto a height of 1.5 m from surface with the option of XXS Pipe sliding across & Grouting of the pipe support upto a depth of minimum 1 M with	Pair	150		

	cement concrete				
51	Insulation of 3" XXS Line with minimum 1" mineral wool & Aluminum Cladding	M	1400		
52	Laying of the line & Hooking up of lines to well and boiler	M	1400		
53	Radiography Inspection of weld joints as per API 1104 BY BARC approved inspection agency. Weld joints to be radiographed Shall be selected at random weld joints as per advised by OIL. All necessary equipments and inspection agency to be arranged and engaged by the Contractor. Weld joints if found defective, shall be repaired by the Contractor at their cost.	NO	350		
54	DEMOBILIZATION	LSM	1		
55	butt welding pipeline 2"	NO	100		
56	Radiographic inspection weld joints 2"	NO	40		
<b>LAYING OF 4" WATER LINE</b>					
57	Swabbing, Cleaning & Stringing of 4 " water line	M	3,500		
58	Welding of 4" pipe joints water line	NO	600		
59	Fabrication of standard line pipe bends	NO	150		
60	Recovery of existing pipe	M	3,500		
61	Laying of the line & Hooking up of lines	M	3,500		
62	Fabrication forged reducers 4" x 2"	NO	20		
63	Installation of 4" Gate Valve and 4" WN	NO	8		
64	Repair of pipe ends by gas cutting, machining, grinding etc. And making them true for welding. In case pipe ends are damaged prior to repairing the pipe at site the contractor shall obtain approval by OIL representative who shall be given after physical verification only. This repair shall not include minor repair which will be a part of alignment job.	NO	350		
	<b>TOTAL PRICE [SUM OF COLUMN (6) ABOVE] EXCLUDING GST</b>				
	<b>APPLICABLE GST@.....</b>				
	<b>TOTAL PRICE INCLUDING GST</b>				

**Note:**

- 1.0 Evaluation of the offer would be on the basis of overall ranking and the contract will be awarded to the overall lowest bidder.
- 2.0 The Bidder should quote the rates inclusive of all type of applicable State/Central taxes duties/levies and royalty **but exclusive of Goods & Services Tax (GST)** against each item of services/works. However, the bidder should indicate separately the quantum of any other taxes/duties included in their quoted rates.
- 3.0 **GST:** The quoted prices shall be exclusive of GST and GST as applicable shall be to the Company account. The GST amount on the taxable part of the services provided by the contractor shall be paid by the company as per the provisions of GST Act. **Please refer to Annexure-GST, while submitting your offer in GST regime.**
- 4.0 The quantities mentioned above table are for the evaluation purpose only and the actual may be more or less depending upon the operational requirement.
- 5.0 The Bid in which the rates for any part of the service/work are not quoted shall be rejected. However, if no charge is involved for any of the service/item, 'NIL' should be mentioned against such part of service.

**(END OF SECTION -IX)**

**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</b> In INR(Rs)Crores/Lakhs	<b>NET WORTH</b> In INR(Rs)Crores/ Lakhs

Place:

Date:

Seal:

Membership No:

Registration Code:

Signature:



## **SECTION-X INTEGRITY PACT**

Between

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

And

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

### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract / s for Tender No. CJI1365P20. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder / s and Successful bidder /s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal shall appoint an external independent

Monitor who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1 - Commitments of the Principal**

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

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

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

### **Section 2 - Commitments of the Bidder / Successful bidder**

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

1. The Bidder / Successful bidder shall not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
2. The Bidder / Successful bidder shall not enter with other Bidder into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-

submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder / Successful bidder shall not commit any offence under the relevant Anticorruption Laws of India; further the Bidder / Successful bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
4. The Bidder / Successful bidder shall, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(B) The Bidder / Successful bidder shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

1. If the Bidder / Successful bidder has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Successful bidder from future contract award processes. The imposition and duration of the exclusion shall be determined by the severity of the transgression. The severity shall be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within OIL hierarchy of the Bidder and the amount of the damage. The exclusion shall be imposed for a minimum of 6 months and maximum of 3 years
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder / Successful bidder can prove that he has restored / recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence, no reasonable doubt is possible.

### **Section 4 - Compensation for Damages**

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit / Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Successful bidder liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Successful bidder can prove and establish

that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder / Successful bidder shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 - Previous transgression**

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

#### **Section 6 - Equal treatment of all Bidder / Successful bidder / Sub contractor**

1. The Bidder / Successful bidder undertakes to demand from all subcontractor a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal shall enter into agreements with identical conditions as this one with all Bidder, Successful bidder and subcontractor
3. The Principal shall disqualify from the tender process all bidder who do not sign this Pact or violate its provisions.

#### **Section 7 - Criminal charges against violating Bidder / Successful bidder / subcontractor**

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

#### **Section 8 - External Independent Monitor / Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)**

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Successful bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Successful bidder. The Successful bidder shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Successful bidder / Subcontractor with confidentiality.
4. The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Successful bidder. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in

this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor shall submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, shall the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

#### **Section 9 - Pact Duration**

1. This Pact begins when both parties have legally signed it. It expires for the Successful bidder 12 months after the last payment under the respective contract, and for all other Bidder 6 months after the contract has been awarded.
2. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

#### **Section 10 - Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Jodhpur
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Successful bidder is a partnership or a consortium, this agreement must be, signed by all partners or consortium members
4. Shall one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement to their original intentions.

-----  
For the Principal  
Place: Jodhpur  
Date:

-----  
For the Bidder  
Witness 1 : .....  
Witness 2 : .....

NAME OF INDEPENDENT EXTERNAL MONITORS:

- a. SHRI RAJIV MATHUR, IPS(Retd.),  
e-Mail ID : [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com)
- b. SHRI SATYANANDA MISHRA, IAS(Retd.)  
e-Mail ID : [satyanandamishra@hotmail.com](mailto:satyanandamishra@hotmail.com)
- c. SHRI JAGMOHAN GARG, Ex-Vigilance Commissioner, CVC.  
e-Mail id : [jagmohan.garg@gmail.com](mailto:jagmohan.garg@gmail.com)

**(END OF SECTION- X)**

**GENERAL HSE POINTS**

1.0 It will be solely the Contractor's responsibility to fulfill 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.

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 (within 10 days) 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 Centers as per Oil's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

17.0 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.EJ (as per Mines Rules 1955) by the Contractor

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.

.....

**Labour Licence 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 licence from Licensing Officer. To obtain licence 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 licence 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;

**Notes:**

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 licence nor any communication within a week.
3. Contractors are not required to visit office of Licensing Officer unnecessarily for obtaining licence until and unless they have been specifically advised to appear in person. Appearance of contractors in the office of licensing officer for obtaining licence by persuasion will be viewed seriously.

.....

## **Annexure-K**

### **Format of undertaking by Bidders towards submission of authentic information/documents**

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

Ref. No.

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

Sub: Undertaking of authenticity of information/documents submitted

Ref: CJI1365P20

To,

Head-Contracts & Materials

OIL, Rajasthan Project,

Jodhpur, Rajasthan

Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Place:

Phone no:

Date:

(Affix Seal of the Organization here, if applicable)



Purchase preference policy (linked with Local Content) (PP-LC) notified vide letter no.

O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoPNG

1. In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.
  2. Bidders seeking Purchase preference (linked with local content) (PP-LC) shall be required to meet / exceed **the target of Local Content (LC) of .....%**.  
**(To select and indicate the Local Contents (LC) from notification no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoPNG.** The LC limits shall be linked with date of TBO (Technical Bid Opening) of tender. For a tender due to open between 01.04.18 and 31.03.20, LC limit mentioned for 2018-20 shall be applicable. Similarly, for a tender opening between 01.04.2020 to 31.03.2022, LC limits mentioned therein shall be applicable).
  - 2.1 Such bidders shall furnish following undertaking on its letter head along with their techno-commercial bid. The undertaking shall become a part of the contract.  
  
“We \_\_\_\_\_ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. \_\_\_\_\_ (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. \_\_\_\_\_.”
  - 2.2 Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor.  
  
“We \_\_\_\_\_ the statutory auditor of M/s \_\_\_\_\_ (name of the bidder) hereby certify that M/s \_\_\_\_\_ (name of the bidder) meet the mandatory Local Content requirements of the Services i.e. \_\_\_\_\_ (to be filled as notified at Enclosure I of the policy) quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against OIL tender No. \_\_\_\_\_ by M/s \_\_\_\_\_ (Name of the bidder).
- Note: In case of bidder(s) for whom Statutory Auditor is not required as per law required certificates shall be provided by a practicing Chartered Accountant.
- 2.3 At the bidding stage the bidder shall provide Break-up of “Local Component” and “Imported Component” in the prescribed format enclosed as Enclosure – III of the policy document of the policy and shall be uploaded by the bidders along with their price bid in the e-procurement portal.
  3. Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference to 10% i.e. where the evaluated price is within 10% of the evaluated lowest price of Non Local Content (NLC) bidder, other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno-

commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.

- 3.1 Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award for the prescribed quantity shall be made to the lowest evaluated TA/CA (Techno- Commercial Acceptable) bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.
4. Order for supply of 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 price. The remaining will be awarded to L1 (i.e. NLC bidder). Prescribed 50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.
- 4.1 However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.
- 4.2 When the tendered goods/services cannot be divided in the exact ratio of 50% / 50% then OIL reserve the right to award on lowest eligible PP-LC bidder for quantity not less than 50%, as may be dividable.

For example

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

OR

(Alternate clause applicable for cases where tendered quantity cannot be divided).

4. The tendered quantity is not split able / non-dividable / cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.
5. For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide letter No. O-27011/44/2015-ONG-II/FP dated 25.04.2017.
6. The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.
7. OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.
- 8.0 Determination of LC
- 8.1 LC of Services shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of services.
- 8.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering:

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

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

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

8.4 Determination of Local Content: The determination of local content of the working equipment/facility shall be based on the following provision.

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

## 9.0 Calculation of LC and Reporting

9.1 LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC verifiable, the value of LC of the said component shall be treated as nil.

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

## 10.0 Certification and Verification

10.1 Bidder seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods as follows:

10.1.2 At bidding stage:

- a) Price Break-up
  - (i) The bidder shall provide break-up of “Local Component” and “Imported Component” along with the price bid as per provisions under clause 2.3.
  - (ii) Bidder must have LC in excess of the specified requirement.

b) Undertaking by the bidder

- i. The bidder shall submit undertaking along with the techno-commercial bid as per clause no.2.1, such undertaking shall become a part of the contract.
- ii. Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers.

c) Statutory Auditor’s Certificate

The Undertaking submitted by the bidder shall be supported by a certificate from Statutory Auditor as per clause 2.2.

#### 10.1.3 After Contract Award

- a) In the case of procurement cases with the value less than Rs. 5 crores (Rupees Five Crore), the LC content may be calculated (self-assessment) by the contractor and certified by the Director/Authorized Representative of the Company.
- b) The verification of the procurement cases with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.

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

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

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

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

#### 11 Sanctions

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

11.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.

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

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

11.4.1 In pursuance of the clause No.11.4 above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (format attached at Enclosure B) equivalent to the amount of PBG.

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**Proforma of Bank Guarantee towards Purchase Preference – Local Content**

Ref. No. \_\_\_\_\_ Bank Guarantee No. \_\_\_\_\_  
 Dated \_\_\_\_\_

To  
 Oil India Limited

\_\_\_\_\_

India

Dear Sirs,

1. In \_\_\_\_\_ consideration \_\_\_\_\_ of

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

2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any / all money to the extent of Indian Rupees (in figures) \_\_\_\_\_ (Indian Rupees in words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

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

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

such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

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

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

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

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this \_\_\_\_\_ date of \_\_\_\_\_ 2017 at \_\_\_\_\_

\_\_\_\_\_

(Signature)

Full name, designation and address

(in legible letters)

With Bank

Attorney as per power of

Attorney No. \_\_\_\_\_

Dated \_\_\_\_\_

**Formats for calculation of Local Content in Services Contracts:**

**SERVICE:** : ( As per Enclosure III of PP-LC Policy)

**CALCULATION OF LOCAL CONTENT- SERVICE**

NAME OF SUPPLIER OF GOODS/PROVIDER OF SERVICE							
			Cost Summary				
			Domestic	Imported Rs./Foreign Currency (To be specified by the service provider)	Total	LC	
						%	Rs./Foreign Currency (To be specified by the service provider)
			a	b	c = a+b	d = a/c	e = cxd
<b>A</b>	<b>Cost component</b>						
	<b>I. Material used cost</b>	Rs./Foreign Currency					
	<b>II. Personnel &amp; Consultant cost</b>	Rs./Foreign Currency					
	<b>III. Other services cost</b>	Rs./Foreign Currency					
	<b>IV. Total cost (I to IV)</b>	Rs./Foreign Currency					
<b>B</b>	<b>Taxes and Duties</b>	Rs./Foreign Currency					
<b>C</b>	<b>Total quoted price</b>	Rs./Foreign Currency					

**Note:**

$$\begin{aligned}
 & \text{Total cost (A.IV.c) – Total imported component cost (A.IV.c)} \\
 \% \text{ LC Service} = & \frac{\text{Total cost (A.IV.c) – Total imported component cost (A.IV.c)}}{\text{Total Cost (A.IV.c)}} \times 100 \\
 & \text{Total Cost (A.IV.c)} \\
 & \text{Total domestic component cost (A.IV.c)} \\
 \% \text{ LC Service} = & \frac{\text{Total domestic component cost (A.IV.c)}}{\text{Total Cost (A.IV.c)}} \times 100
 \end{aligned}$$

\*\*\*\* End of Annexure-PP-LC\*\*\*\*

**TAXES AND DUTIES CLAUSE - FOR VENDOR/SUPPLIER/CONTRACTOR**  
**(For Supplies/ Services during GST Regime)**

In view of GST Implementation from 1st July 2017, provision of Causes related to Tax liability of bid document stands deleted and replaced with the following:

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.
2. The quoted price shall be deemed to be inclusive of all taxes ,duties & levies except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable).
3. Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL (Oil India Limited)/client. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL/client shall not be liable to make any payment on account of GST against such invoice.
4. GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/vendor, OIL shall withhold the payment of GST.
5. GST payable under reverse charge for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL/client.
6. Where OIL/client has the obligation to discharge GST liability under reverse charge mechanism and OIL/client has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL/client for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL/client to Contractor / Supplier.
7. The Supplier shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the Rules & Regulations, as applicable from time to time. In particular, if any tax credit, refund or other benefit is denied or delayed to OIL/project owner due to any non-compliance / delayed compliance by the Supplier under the Goods & Service Tax Act (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier shall be liable to reimburse OIL/project owner for all such losses and other consequences including, but not limited to the tax loss, interest and penalty.
8. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Vendor is denied by the tax authorities to OIL/client for reasons attributable to Contractor / Vendor, OIL/client shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount



of GST, OIL/client shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL/project owner.

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

10. 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.

11. The contractor will be liable to ensure to have registered with the respective tax authorities 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. In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

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

**14. GST (GOODS & SERVICE TAX) (TRANSPORTATION CHARGES, SUPERVISION / TRAINING, SITE WORK):**

The quoted Prices towards Transportation, Supervision, Training, Site Work, AMC shall be inclusive of all taxes & duties except Goods & Service Tax (GST).

Goods & Service Tax (GST) as billed by the Supplier shall be payable at actuals by Owner subject to Contractor furnishing proper tax invoice issued in accordance with Goods & Service Tax (GST) rules to enable Owner to take input tax credit as per Govt. Rules 2004 on Goods & Service Tax (GST) paid.

Goods & Service Tax (GST) shall not be payable, if the requirements as specified above are not fulfilled by the Supplier. In case of non-receipt of above, Owner shall withhold the payment of Goods & Service Tax (GST).

In case of Foreign Bidders, where foreign bidder does not have permanent establishment in India, for supervision/training services by foreign supervisor at Project Site, Goods & Service Tax (GST) shall be paid by Owner to tax authorities.

**15. Documentation requirement for GST**

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

Any invoice issued shall contain the following particulars-

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

- f) HSN code of goods or Accounting Code of services;
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST, CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/ UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner-

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

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. 15 (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

#### **16. GENERAL REMARKS ON TAXES & DUTIES:**

In view of GST Implementation from 1st July 2017, Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax, E1/E2 Forms, and any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.

\*\*\*\*\*END of GST Annexure & Bid document\*\*\*\*\*

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