



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

**Rajasthan Project**  
2-A, Saraswati Nagar,  
District Shopping Centre  
Basni, Jodhpur – 342 005  
Rajasthan, India.  
Phone -0291-2729466  
Fax : 0291- 2727050  
Email: [mat\\_rp@oilindia.in](mailto:mat_rp@oilindia.in)

Date: 19.07.2017

## **FORWARDING LETTER**

**Sub: Supply of material, construction, fabrication and installation of 2nos of 160 Kls capacity welded crude oil storage tanks at Baghewala Pilot plant.**

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. : CJI5261P18 dated 19.07.2017.
- ii) Tender Fee : INR 1000.00/-
- iii) Type of Bid : **Single Stage Two Bid System**
- iv) Bid Closing Date & Time : 24.08.2017,11:00 hrs (IST)
- v) Bid Opening (Technical) Date : 24.08.2017,15:00 hrs (IST)
- vi) Bid Opening Place : Office of the Chief Manager (M&C)
- vii) Amount of Bid Security : INR 3.55 Lakhs.
- viii) Amount of Performance Security: 10 % of the total contract value.
- ix) Mobilization Time : 30 days from date of issue of LOA.
- x) 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%.
- xi) Duration of Contract : Six(06)months.
- 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 provided on the portal on the procedure How to create Response for submitting offer.
- 3.0 PURCHASE PREFERENCE: Purchase Preference will be applicable as per latest Govt. Guidelines. 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 PRICE PREFERENCE: Price Preference will be applicable as per latest Govt. Guidelines. 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 price preference against this tender.
- 5.0 GST Clause: Please refer to Annexure – GST.
- 6.0 Purchase Preference (Linked to Local Content) if allowed, shall be applicable against this tender. Please refer to Annexure-PP-LC.

**NOTE:**

Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance /noncompliance to all the terms and conditions of NIT.

- 7.0 We now look forward to receiving your most competitive offer in line with the tender terms well within the bid closing date and time.

Yours faithfully,  
OIL INDIA LIMITED

**(P.C. Mazumdar)**  
**CHIEF MANAGER (M&C)**  
**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 RAJASTNAN PROJECT through its e-Procurement portal <https://etender.srm.oilindia.in/irj/portal>
- 1.1 Tender No. : CJI5261P18 dated 19.07.2017.
- 1.2 Bid Closing Date : 24.08.2017  
& Time : (11:00 Hrs. IST)
- 1.3 Tender Fee : INR 1000.00/-
- 1.4 Bid Security : INR 3.55 Lakhs
- 2.0 **Description of Services: Supply of material, construction, fabrication and installation of 2nos of 160 Kls capacity welded crude oil storage tanks at Baghwala Pilot plant.**
- 3.0 Tender Document will not be issued physically by Company. The interested Bidders must submit their applications showing full address (including e-mail ID) along with the non-refundable Tender Fee **through online in e-portal** (excepting PSUs and SSI Units registered with NSIC) in favour of OIL INDIA LIMITED between **24.07.2017** and **17.08.2017** i.e., one week prior to the scheduled bid closing date. On receipt of application and Tender Fee as above, USER-ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e-Procurement portal. Details of the NIT can be viewed using "Guest Login" provided in the e-procurement portal. The link to e-procurement portal has also been provided through OIL's website [www.oil-india.com](http://www.oil-india.com).
- 4.0 OIL reserves the right to refuse issue of User Id & Password to such parties even on payment of tender fee, about whose competence OIL is not satisfied. Company's decision in this regard shall be final.
- 5.0 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 Civil Engineering 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 Limited 's 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 Terms & Conditions (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) Integrity Pact Proforma(Section-X)
- (n) **Certificate of Annual Turnover & net Worth-Annexure-I.**

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 composite bid system i.e., only a single 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) Bid Form & Price Schedule Details as per Section – V and **Proforma – II** of Section IX.
- (vi) All other Annexure, Proforma and Documents as required in the Tender

### **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 online in Indian Rupees (INR) strictly as per format (PROFORMA-II of Section-IX) available in OIL's E-Portal.
- 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 and taxes ***except Goods & Services Tax(GST)*** including Corporate income taxes, and other levies payable by the Contractor under the Contract for which this Bid Document is issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder. Only

the R & D Cess, applicable if any against this contract will be borne and paid for by OIL.

#### 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 Chief Manager (M & C), 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.

**NOTE: Public Sector Undertakings and Small Scale Units registered with NSIC/Directorate of Industries 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:**

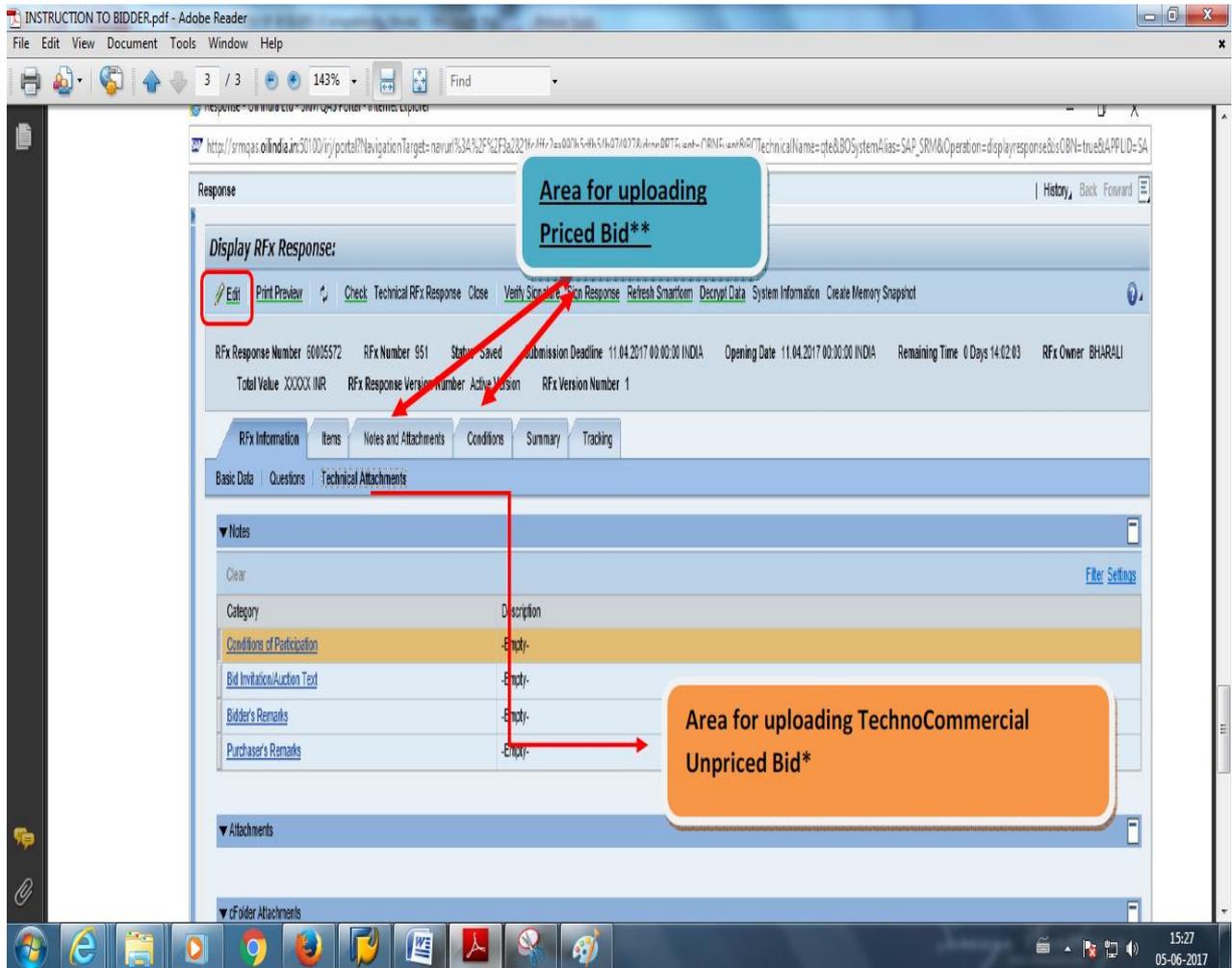
12.0 ONLINE SUBMISSION:

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 Chief Manager (M&C), 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 price related conditions should be filled online in the Price-Bid screen. All other techno-commercial documents other than the cost details to be submitted with “unpriced” bid as per tender requirement placed in the “unpriced” bid folder. No rate/price should be entered in Technical Bid, otherwise the offer will be rejected.

12.3 The Bid and all uploaded documents must be digitally signed by duly authorized representative of the bidding company using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per





On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Techno-Commercial Unpriced Bid” and “Priced Bid” in the places as indicated above:

**\*The “Techno-Commercial Unpriced Bid” shall contain all techno commercial details except the prices.**

**\*\* Please follow the instructions as per Vendor User Manual for Uploading Price under “Notes and Attachment” or “Condition”**

**Note :**

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

\*\* The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on “Sign” to sign the file. On Signing a new file with extension **.SIG** will be created. Close that window. Next click on Add Attachment, a browser window will open, select the **.SIG** signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

**\*\*\*\*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 In Technical Bid Opening, only the **Technical RfX Response** will be opened. **Please do refer the User Manual provided on the portal on the procedure “How to create Response” for submitting offer.**

NB: All the Bids must be digitally signed using “Class-3” digital signature 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

equipment accessories offered together with other relevant literature/ catalogues of the equipment offered. A scanned copy of Bid Security as mentioned in Clause 10.0 should be submitted with the Techno-commercial Bid.

13.0 Rates/Prices must be quoted / maintained in the “online price Bid Format” only. OIL will consider the rates/prices quoted in the “online price Bid Format” only.

14.0 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 Chief Manager (M & C), 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.

#### 15.0 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.**

15.1 OIL has appointed Shri R.Mathur, IPS (Retd) & Shri Satyananda Mishra,IAS(Retd.) 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

#### 16.0 DEADLINE FOR SUBMISSION OF BIDS :

16.1 Bidders will not be permitted by the System to make any change in their Bid after it is uploaded. The Bidder may however request CHIEF MANAGER (M & C) for returning their Bid before the due date of submission and resubmit their bid after necessary revision/correction, if so envisaged any. But no such request will be entertained once the due date for submission of Bid is reached and/or bids are opened.

16.2 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.

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

17.1 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.

17.2 In the event of receipt of Single Offer within Bid Closing date & Time, OIL reserves the right to extend Bid Closing Date and/or Time as deemed fit. During extension period bidders who have already submitted the bids on or before original Bid Closing date & Time shall not be permitted to revise their bid.

#### 18.0 FORMAT OF BID SUBMISSION:

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

19.0 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.

20.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 20.1 After the Bid is uploaded by the Bidder in the system, they will not be permitted by the System to make any change in their Bid. For making any such subsequent modification/ correction, the Bidder has to request CHIEF MANAGER (M & C) for returning their Bid before the due date of submission and re-submit their bid after necessary revision/ correction within the deadline. But no such request will be entertained once the due date for submission of Bid is reached and/or bids are opened.
- 20.2 The Bidder, after submission of bid, may withdraw its bid entirely by written notice to Company prior to bid closing without forfeiting their Bid Security.
- 20.3 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.

21.0 BID OPENING AND EVALUATION

- 21.1 Company will open the Bids, including submission(s) made pursuant to para 22.0, 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.
- 21.2 Bid (if any) for which an acceptable notice of withdrawal has been received pursuant to para 18.2 shall not be opened. On opening the remaining bids Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished, documents have been properly signed and the bids are generally in order.

- 21.3 At bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, furnishing of requisite Bid Security, rates/costs quoted and such other details as the Company may consider appropriate.
- 21.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with above sub-clauses.
- 21.5 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.
- 21.6 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.
- 21.7 A Bid determined as not substantially responsive will be rejected by the Company and can not subsequently be made responsive by the Bidder through correction of the non-conformity.
- 21.8 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.
- 21.9 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.
- 21.10 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.
- 21.11 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.

22.0 CONTACTING THE COMPANY:

- 22.1 Except as otherwise provided in para 18.0 & 19.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 22.2 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**

23.0 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.

24.0 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.

25.0 NOTIFICATION OF AWARD:

- 25.1 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.
- 25.2 The notification of award will constitute formation of the Contract.
- 25.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 31.0 herein below, the Company will promptly discharge the Bid Securities of all unsuccessful Bidders, pursuant to Clause 10.0 hereinabove.

26.0 PERFORMANCE SECURITY:

- 26.1 Within 30 days of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount (10% of annualized 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:

- i) Any Nationalised / Scheduled Bank in India OR
- ii) Any Indian branch of a Foreign Bank OR
- iii) Any reputed foreign Bank having correspondent Bank in India

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.

26.2 The performance security specified above must be valid for Fifteen(15) months beyond the expiry date of the contract 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 contract value for the extended period and also to extend the validity of the performance security accordingly.

26.3 Failure of the successful bidder to comply with the requirements of para 26.1 or 26.2 above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security.

**26.4 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.

26.5 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.

**27.0 SIGNING OF CONTRACT:**

27.1 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.

27.2 Within 15(fifteen) days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return the same to the Company.

**(END OF SECTION – II)**

## SECTION – III

### GENERAL CONDITIONS OF CONTRACT

MEMORANDUM OF AGREEMENT made this ..... day of ..... 2017 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 he 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 the same as those appearing in the basic Schedule of Rules of Rajasthan P.W.D. 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 must mobilize all his machinery, tools & tackles within 30(thirty) days of issue of letter of award(LOA).

9.0 **Work Completion Time**: The Contractor must commence the work within 01(one) month of issue of Letter of Award and the work should be completed within 06(six) months/ the time period mentioned in the work order. On compliance of this time schedule will call for imposition of Liquidated Damages.

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 06(six) months 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**: 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%.

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) is estimated to be INR. .... (approx), but the Company shall pay the Contractor only for the actual work done at the all inclusive rates set down in the Schedule of Rates which forms part-II of this Agreement.

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 20.0.

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 12.1 to 12.7 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)**: *Please refer to Annexure – GST.*

#### 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 (SECTION-III). 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.

34.0 **DEFECT LIABILITY PERIOD**: *“Defect liability period shall be one (01) year beyond the date of completion of works as certified by Engineer-In-Charge. During defect liability period, all corrective works shall be performed entirely at Contractor's own expenses. In case if such corrective works are not performed within a reasonable time after instructions, the Company at its discretion, may have such remedial works carried out through third party at the cost up to 10% higher than the contract rates. The costs so incurred shall be deducted from contractor's bill or Retention money/ performance security.”*

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

#### **1.0 WORK ORDER:**

- i) Soon after this contract is signed by both the parties i.e. the Contractor and the Company, the contractor will apply for necessary labour clearance to the concerned authority and on receipt of the same the Company shall issue Work Order/ Purchase Order, specifying the actual date of commencement of the works/ service and the date of its completion based on the contract provisions.
- ii) During the execution of the works, the Contractor must maintain a uniform rate of progress to complete the works within the stipulated scheduled time.

#### **2.0 PROGRAMME OF WORKS TO BE APPROVED BY THE ENGINEER:**

- i) Immediately after receipt of the work order, the Contractor shall submit a plan of the entire job to the Engineer for approval in accordance with the plan submitted against clause no. 6(iii) of Special Terms and Conditions. The Contractor shall be bound by the submitted program, not only wholly but also phase-wise after getting approved by the engineer.
- ii) While the works are in progress, the Contractor can submit a revised program of works for further approval from the engineer, if and when an unforeseen condition or a combination of such conditions so demand provided, the Engineer is fully satisfied about the changed circumstances necessitate for revised program. Such approved Revised Program shall then replace the earlier program.
- iii) The Engineer shall have the authority to call the Contractor at any time while the works are in progress for a further detailed program of works in respect of any particular phase of works, if in the opinion of the Engineer such a phase is considered too complex and requiring further break-up into sub-phases. In such an event, the Contractor shall, if so required by the Engineer, furnish such information also to the Engineer as to enable him to assess and approve the sub-phase program of the phase and approve the sub-phase program of the phase or phase previously considered the Contractor shall be bound by such sub-phase of the program as part of the overall program.

#### **3.0 COMMENCEMENT OF WORK:**

The Contractor shall commence the works within the required number of days after the date of issue of the work order or of an instruction in writing to this effect by the Engineer or from the date specifically mentioned in the work order, the Contractor shall proceed with the work in an efficient manner following the detailed program which is previously approved by the Engineer, as described in the contract.

#### **4.0 SEQUENCE OF WORKS:**

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

## **5.0 SETTING OUT OF WORKS:**

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

## **6.0 EXECUTION OF WORKS:**

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

ii) The Contractor has to carry out the job at BAGHEWALA AREA; BGW#6 within the stipulated time (SAFETY DISTANCE TO BE MAINTAINED).

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

iv) The Contractor shall give reasonable time notice to the Company's Engineer of the readiness of each part of the works for examination or test and if the examination or test is by an authority other than the Company, the date fixed for the examination or test shall also be intimated. If the works requiring appropriate approval or testing are covered up without such approval having been given or such test (s) carried out, then the Contractor shall at his own expense uncover such works to the extent necessary for appropriate examination or test and shall at his own expense cover it on completion of such examination or test. The Contractor shall uncover any inspected by subsequently questioned work or item of work if so requested by the Engineer. If such works are found to be in accordance with the specifications and exhibits, the work involved in re-examination and replacement shall be treated as an addition and shall be paid for by the Company. If such works be found not in accordance with the

specifications and exhibits all costs involved in re-examination and making good the defect and replacement shall be borne by the Contractor.

v) Company official will initially brief the work persons engaged for the job about the rules and regulations to be followed.

#### **7.0 WORKS TO THE SATISFACTION OF THE COMPANY:**

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

#### **8.0 ACCEPTANCE OF WORKS:**

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

#### **9.0 MEASUREMENT OF WORKS AND PAYMENT TERMS:**

a) Measurement of works:

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

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

iii) In respect of works in progress, the measurement of works shall be on the basis of either a percentage of actual progress made in relation to the contract quantity of the works as assessed by the Engineer wherein applicable or by measurements of detailed items as

described in sub-clause 9 (ii) above as deemed necessary and at the discretion of the Engineer wherever applicable.

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

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

vi) All materials/ equipment to be supplied/ used by the Contractor in accordance with this contract shall be measured/ inspected after the materials/ equipment have been duly approved as to their specifications and other requirements by the Engineer, before the material/ equipment is used on the work in presence of the Contractor or its authorized representative. Such measurements shall be duly recorded as per sub-clause 9 (IV) above.

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

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

b) Payment terms:

Payment for the items completed will be considered as per the physical progress of the work.

#### **10.0 RIGHT OF INSPECTION:**

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

#### **11.0 DELAYS IN WORK BY THE CONTRACTOR:**

If the Contractor is responsible for a delay in progress of the works, the Contractor shall, without additional cost to THE COMPANY work overtime and/ or mobilize/ utilize such additional equipment and personnel at any time to improve the progress of the work as may be necessary to eliminate delay in final completion of the works within the stipulated time of completion. However, the job is to be carried out in the day light hours only and in no circumstances the Contractor will be allowed to work in the installation during the night hours.

## **12.0 MATERIALS, TOOLS AND EQUIPMENT TO BE FURNISHED BY THE COMPANY:**

- i) The Company shall furnish the materials listed in the contract to the contractor. All materials shall be checked, agreed and recorded by both the Company and the Contractor at the time when the Contractor takes delivery. This record shall determine the quantity, description and condition of materials delivered to the Contractor by the Company. The Contractor shall not be relieved of responsibility for such pipes and materials by failure to participate jointly with the Engineer in making or signing materials receiving or transfer records. The Engineers receiving records will determine the specification, quantity and condition of pipe and materials for further accounting purposes. Upon receipt of materials from the Company, the Contractor shall visually inspect the same to ascertain that the same are free of defects except in relations to the quality and workmanship. Any defect apparent on visual inspection must be notified to the Company immediately for effecting necessary replacement/ repairs/ remedies.
- ii) No responsibility for security of equipment/ loose materials/ fittings etc. will be borne by OIL. Security of the Company's materials once supplied to the Contractor will be his responsibility.

## **13.0 DRAWING TO BE SUPPLIED BY THE COMPANY:**

- i) Detailed working drawings on the basis of which actual execution is to proceed will be furnished by the Company to the Contractor. Copy-write in the said drawing shall always remain in the Company.
- ii) The Contractor shall be bound to go through all the supplied drawings thoroughly and carefully in conjunction with all other connected drawings and bring to the notice of the Engineer if any, to the notice of the engineer therein before actually carrying out the works. Copies of all detailed working drawings relating to works shall be kept at the Contractor's office on the site and shall be made available to the Engineer at any time during the contract. The drawing shall be returned to the Company on completion of the works.

## **14.0 MATERIALS, LABOUR, TOOLS AND EQUIPMENT TO BE FURNISHED BY THE CONTRACTOR:**

- i) The Contractor shall furnish all materials consumables, labours, tools, supervision, plant and equipment necessary to complete the works within the time schedule and in accordance with the specifications. All material furnished by the Contractor unless otherwise specified shall be of a suitable grade and type and where such materials are to form part of the permanent works shall also be new. No substitution of any materials shall be made without the written approval of the Company and any materials, which do not conform to the specifications or is otherwise rejected, shall be removed immediately from the site and replaced with materials satisfactory to the Company. In all cases where an article is specified with the words "Approved Equal", the Company shall be the sole judge as to whether the substitution specified is equal to the materials specified and its decision shall be final. Any equipment furnished by the Contractor shall be suitable for the purpose for which it is to be used and shall be in good condition.
- ii) Electricity, water, accommodation etc. for Contractor's men will not be provided by the Company. These are to be arranged by the Contractor itself. Further electrical power required for construction works shall also be arranged by the contractor.
- iii) No transport for transfer of Contractor's men & material will be provided by the Company.

#### **15.0 THE CONTRACTOR'S EMPLOYEES:**

- i) The Contractor shall perform the works in a workmanlike manner with qualified, competent, careful and efficient workmen in strict conformity with the provisions in this contract. The Engineer will have the right to require the removal from the works of any employee of the Contractor of who in the Engineers opinion may be incompetent, careless or not qualified to perform the works assigned to him.
- ii) Before starting the job, the Contractor will have to submit the list of competent skilled persons with valid certificate wherever necessary who will carry out the job. If Company desires, the competent persons of the Contractor will have to pass necessary tests conducted by the Company.
- iii) The contractor should engage a supervisor(s) under whose presence the job should be executed.
- iv) The contractor shall not engage minor workers below 18 years of age under any circumstances.
- v) The contractor must obtain "Entry Permit" from OIL for all his/ her workers to enable them to work inside the installation.
- vi) All employees of the Contractor must obey the security rules of the Company when working inside the declared prohibited areas. Any individual found to be objectionable from the security considerations must be replaced by the Contractor.
- vii) The contractor will be responsible for the camp site required for his/ her employees for execution of the job.

#### **16.0 SERVICES/ EQUIPMENT PROVIDED BY THE COMPANY:**

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

#### **17.0 PERFORMANCE GUARANTEE:**

Workmanship and quality of materials supplied by the Contractor are to be **guaranteed for a minimum period of twelve (12) months from the date of commissioning.** The Contractor shall repair and replace any defects occurred by way of bad workmanship or mishandling or defective / substandard materials supplied during the guarantee period of twelve (12) months from the date of commissioning of the equipment's and acceptance by the Company.

#### **18.0 REPORTING OF PROGRESS:**

The Contractor shall furnish to the Company Progress Reports along with applicable drawings indicating all details of the construction.

## 19.0 SAFETY MEASURES:

The jobs will have to be carried out in an operating installation and as such the following safety guide lines/ measures will be strictly followed by the contractor.

19.1 "Hot Work Permit" shall be obtained from the concerned Installation Manager of the installation before starting of the work and will be renewed from time to time as required. Further competent representative of the contractor with the approval of M/S OIL will have to be present at the work site throughout the working time to ensure compliance of safety measures while executing the job at site.

19.2 On site welding/ cutting/ grinding operations of the interconnection pipelines shall be avoided as far as possible taking into consideration of minimum safety distance for such an operation. If necessary and if advised by the company engineer, it will be done at a safe distance within the installation and will be transported to the site for boxing up.

19.3 Tools and Tackles used will be of non-sparking type.

19.4 Any other safety measures that might require to be adopted during the work will be intimated and shall be strictly followed by the contractor.

19.5 Stand by firefighting equipment will be deployed at the work site by OIL. However, at least two of the contractor's personnel deployed for the work must be capable of handling the firefighting equipment at the time of emergency and the persons will have to be present at the work site throughout the working time. If required, the contractor's nominated persons will be imparted training on handling such equipment by OIL's Fire Service department.

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

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

19.8 All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

19.9 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.

19.10 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.

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

19.12 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.

19.13 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.

19.14 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

19.15 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.

19.16 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.

19.17 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.

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

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

19.20 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.

19.21 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.

19.22 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.

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

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

19.25 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.

19.26 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.

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

19.28 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.

19.29 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.

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

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

19.32 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.

## **20.0 TIME OF COMPLETION:**

Time of completion for the job along with all other associated jobs is six months after issue of work order. Hence, the contractor will have to deploy sufficient manpower along with sufficient tools and machineries for completing the job within the stipulated time frame. The contractor shall provide separate sets of people at the installations if required, to complete the job in time.

## **21.0 TIME FOR MOBILISATION & COMPLETION OF ALL CONTRACTUAL FORMALITIES BY THE CONTRACTOR:**

The contractor must complete all contractual formalities within 7 (seven) days after issue of letter of Award (LOA). Further, all mobilization activities shall be completed by the contractor within 30 (thirty) days from the issue of LOA.

## **23.0 TECHNICAL TERMS AND CONDITIONS:**

### **A. SCOPE OF WORK (SOW):**

Works under this contract are for supply of material, construction, fabrication and installation of 02 nos. of 160 KL capacity welded MS CRUDE OIL storage tanks including all piping and related civil engineering jobs. The scope of works is as under:

- i) Isolation of the area.
- ii) Civil jobs for foundation and erection of tank BANDH as per of the tanks.
- iii) Supply of materials, fabrication, erection, cleaning, testing, painting, and calibration of the tanks as specified in the S.O.W. of the contract.
- iv) Handling, transportation, fabrication, laying of pipelines, pipe fittings, valves etc. as specified in the S.O.W. of the contract.
- v) Painting of piping system & pipe supports as specified in the S.O.W. of the contract.
- vi) Electrical Earthing of the tanks as specified in the S.O.W. of the contract.
- vii) Execution of various civil jobs like drains around tanks, brick soling, cement mattress etc. including supply of all materials as specified in the S.O.W. of the contract.

### **B. GENERAL GUIDELINES FOR FABRICATION AND ERECTION JOB:**

#### **i) GENERAL:**

Since the proposed job would be carried out in a installation, proper arrangement is to be made to isolate the entire working area from the existing processed/ operational area of the installation. The following jobs are planned for the purpose:

#### **a) Fire barrier wall:**

Supply, fabrication and erection of temporary CGI Sheet fire barrier wall between the work site (tank farm area) and the process units of the installation. The barrier wall should cover the three sides of the tank farm area (work site) and of around 10 m height (one side will be kept open for firefighting purpose). The CGI sheets should be overlapped to each other in such a manner that no gaps occur between the joints and the area is completely shielded off. The contractor may also use some sealed compound over these joints to make it leak proof. The contractor will supply all materials required for the wall. The Company, may however, supply the scrape pipes required for the job on contractor's request and after completion of the tank erection job, the wall will be dismantled by the contractor at his cost. The bidder is to provide fabrication drawing of the barrier wall along with specification of the materials for the scrutiny and approval of the site engineer.

b) Isolation of the entire working area from the process system:

All the pipelines (oil, gas, flow-lines, water-lines, fire hydrant line etc) are to be isolated in the outside of the working area for the safety reason. The job may involve by installation of plugs, blind flanges, valves etc on the existing lines and also digging of these lines if required.

c) Foundation job of the tanks:

The Contractor is to construct RCC ring wall of the foundation and to do sand- topping / filling in stages. Compacting of the sand is to be carried out in each stage by water spraying and by running the vibrator or other equipment. The compactness test is to be carried out as per BIS standard in presence of OIL representative. All the instruments for the test are to be taken by the contractor. After the test, bituminous carpeting of the foundation is to be carried out.

## ii) **TECHNICAL TERMS AND CONDITIONS**

### **A. JOB INVOLVEMENT FOR THE FABRICATION AND ERECTION OF THE TANKS**

i. Supply of all materials for the tanks, like M S plate and structural's as per IS 2062, including all fittings & accessories as specified in the relevant drawings (materials under the contractor's scope); unloading at site, safe-storage and site transportation. Documents' pertaining to the steel materials from the manufacturer is to be submitted to OIL for scrutiny and approval.

ii. Site fabrication and erection of the tanks as per applicable code, standard and drawings referred.

iii. Construction of stair way and railing at the tank top including supply of all materials as per the drawing specified and enclosed with tender documents.

### **B. GENERAL GUIDELINES FOR TANK FABRICATION AND ERECTION**

i) The tanks shall be constructed by Jack Up method. All works of fabrication and erection, inspection and test shall be done in accordance with API-650 and as per standard OIL drawings as applicable.

ii) Fabrication / supply also include M.S. structures, M.S. bars, angles required for rafters, platform, manhole doors, nipples and other fittings as per requirement of the job.

iii) The contractor has to supply all the steel plates of tested quality conforming to IS: 2062 including labour, machines, equipment, consumables etc. required for complete fabrication and erection of the tanks.

iv) The welders engaged for the job must have sufficient experience in similar jobs to ensure proper quality of welding. Prior to engagement, all welders will be subjected to tests by the company and only the approved welders will be allowed to carry out welding jobs.

v) Tanks plates and other materials supplied by the contractor will also be inspected / tested by the company engineers and only the approved materials will be allowed to use. Rejected

materials will be replaced at contractors cost. Similarly repairs to any plates / materials will be borne by the contractor.

vi) The electrodes used shall be of suitable gauge and specification and will be approved by the company engineer. Prior to starting of erection job, once approved, change of electrodes will not be allowed during the process of welding. All necessary alignment and end preparation of the plates shall be done prior to welding.

vii) The entire job shall be carried out under constant supervision of contractor's experienced and qualified personnel.

viii) Welding shall be of radiographic quality conforming to API-1104 specification. The welding joints will be subjected to random radiographic test in accordance with API 650.

ix) The plate sizes of the tanks as shown in the drawing are only indicative. If all the plate sizes are not available in the market at the time of construction and if the company is satisfied that required plates are not really available in the market (Documentary proof to be submitted by the contractor to the company from appropriate authority), then the nearest size of plate will be accepted by the company. In such a case the contractor will have to modify the drawing and submit them for approval of the company before execution. In such an event, payment will be made for difference between the plates as per drawing and the plates actually used. Always a thicker plate will be used in case of non-availability of the plates indicated in the drawing. However, no other payment including for increase in length of welding joints due to use of alternative size of plates in length, width & thickness will be made.

x) Cost of radiography, air & vacuum test etc. for the welding joints shall be included under the item.

## **C. FABRICATION & CONSTRUCTION SPECIFICATIONS:**

### **1.0 MATERIALS:**

i. Materials supplied by the contractor shall conform to the specifications and shall be suitable for the purpose for which they are required. Composition of materials procured by the contractor shall have to be submitted to the company.

ii. Unless otherwise specified by the Company, all materials supplied by the contractor shall bear the ISI stamp and/ or shall be procured from the reputed manufacturers or suppliers. If in respect of any materials, including but not limited to sand, stone, aggregate, bricks, earth and steel etc., neither ISI Marking/ approved nor reputed suppliers are available, such materials shall be obtained from sources/ suppliers/ manufactures approved by the Company.

iii. Deliveries of materials supplied by the Company shall be either from Company stores or other suitable point of collection. It shall be the responsibility of the contractor at his own risks and costs to take delivery of the company materials and to arrange for its loading, transportation to job site and unloading at the job site or other place of storage approved by the Company.

iv. The materials supplied by the Company shall be utilized by the contractor only for incorporation in the permanent works and shall not be used for any other purpose.

v. The contractor shall inspect the materials supplied to him at the time of taking delivery thereof and satisfy himself of the quality, quantity and condition thereof prior to taking delivery and the company shall not be liable for any claims or complaints whatsoever in respect of quality, quantity or conditions of said materials once the contractor has taken delivery thereof.

#### **D. TANK FABRICATION AND ERECTION:**

i) Construction of the tanks should be done by jack up method. All works of fabrication and erection, inspection and test shall be done in accordance with API-650.

ii) Straightening: Straightening of materials shall be done by pressing before being laid out or worked on in any way or by methods that will not injure it. Heating or hammering is not permissible unless the material is heated to forging temperature.

iii) Finish of plate edges: Plate edge preparation for finishing is to be done by any one of the following methods:

a. Planning

b. Flame cutting by machine

c. Flame cutting by hand followed by removal of slag and irregularities by machining, grinding, chipping or filing.

d. Shearing, but shearing shall be limited to maximum up to 10 mm thickness of plates for butt welded joints.

iv) Shaping of shell plates: Shell plates shall be shaped to suit the curvature of the tank.

v) General procedure for fabrication and erection of tank:

a. Fabrication and erection of tanks shall be as per drawings/ sketches provided by the Company.

b. The plates shall be held in position with metal clips/ clamps/ lugs etc. and holes in plate work to assist in erection shall be completely avoided. Method of holding shall be approved by the company engineer.

c. Lugs attached by welding for erection shall be removed and any noticeable projections of weld metal shall be chipped, grinded off from the plate.

d. Final welding to the plates shall start only after the alignment; weld preparation and positioning of the plates are thoroughly checked and approved by the site engineer.

e. To avoid damage to plates by storm/ wind during erection necessary guy rope are to be installed to hold the erected plates in position as advised by site engineer.

f. Tanks should have coils in the bottom for steam circulation with a valve at the outlet of the coil tube along with a adopter . The coils material selection should be such that it should be corrosion resistant. The crude to be stored has high percentage of H<sub>2</sub>S gas.

vi) Bottom:

a. Tank Bottom will have a slope.

b. After being laid out and marked, the bottom plates shall be joined by welding and joints in sequence that will produce minimum inequalities in the bottom plate surface when the tank is completed. Overlap of welding & sequence of welding of the bottom plates, should be such that it eliminates distortion of the bottom surface.

vii) Shell:

- a. Shell plates shall be aligned by metal clips attached to the bottom plates and the shell may be tack welded to the bottom before continuous welding is started between the bottom edge of the shell plates and the bottom plates.
- b. Tank shells shall be safeguarded from damage due to wind by provision of steel wire or cables until completion of the wind girder

viii) Roof:

Slope shown on the drawing shall be maintained. The Gap between the shell and the periphery of the roof during erection of the roof shall be within the permitted gap.

ix) Settling markers:

Markers on the shell shall be provided ½ meter from the bottom, four in number to check tank settlement during hydrostatic testing. These shall be fitted at 90 degrees equally placed, size be 50 x 50 x 5 mm angle (or nearest size) and approximately 100 mm long.

x) Earthing of tanks:

Tanks shall be electrically earthed as per drawings and specifications as stated in the contract.

#### **E. PIPING FABRICATION AND INSTALLATION:**

i) The scope of piping covers the jobs as specified in the "Schedule of Works" of the contract and includes transportation from OIL yard to site, unloading at site, safe-storage, site transportation, fabrication and erection of the complete over ground and underground piping as well as pipe fitting/ valves, for the entire plant. (Supply of materials viz. pipes of size 100mm NB or more are under OIL's scope).

ii) Process piping fabrication shall be as per API 1104 standard latest edition.

iii) The ends of line pipe shall be bevelled as per ANSI B 16.25, if required.

iv) All welding & welding joints carried out shall conform to API 1104 specifications, must be of radiographic quality & 10% of the welding joints at random will be radiographed by competent agency engaged by the contractor as per direction of Company's Engineer. All arrangements for radiography test including testing agency, source, films etc. are to be done by the contractor with prior intimation to Company's Engineer. After radiography, the processed films along with inspection report from the testing agency will be submitted to OIL for inspection and approval.

#### **F. CIVIL ENGINEERING JOBS:**

All civil engineering jobs as specified in the Schedule of Works of the contract shall conform to relevant code/ standard as well as specifications provided in the Schedule of Works of the contract.

## **24.0 INSPECTION AND TESTING:**

### **A) Inspection & Testing of materials:**

i) The Company shall be entitled at all times at the risk of the contractor to inspect and/ or test by itself including radiographic test or through an independent person(s) or agency (ies) appointed by the company and/ or to direct the contractor to inspect and/ or test all materials, items and components whatsoever supplied or proposed for supply for incorporation in the works.

ii) The site engineer shall be entitled to reject at any time any defective material, item or component (including specially manufactured or fabricated items or components) supplied by the contractor for incorporation in the works notwithstanding previous inspection and/ or testing thereof by or on behalf of the Company without rejection and notwithstanding previous approval thereof by or on behalf of the Company the decision of the site engineer as to any defect as aforesaid being final and binding upon the contractor and upon such rejection the contractor shall perform such work as shall be necessary to bring the material/ item/ component to the requisite standard or shall if so required by the site Engineer (whose decision in this behalf shall be final) remove the rejected material/ item/ components from the job site within the time specified by the site engineer and replace it at his own cost and expense with material(s)/ item(s) component(s) approved by the site engineer.

### **B) Inspection & Testing of works:**

i) The contractor shall at all times ensure high standard of workmanship, related to the work to the satisfaction of the site engineer. The site engineer shall have the power to inspect the work in all respects at any and all times up to the completion of the work as also to test or instruct the contractor to test the works or any structure, material(s) or component(s) thereof at the risk and cost of the contractor.

ii) The contractor shall provide all facilities, instruments, materials/ labours etc. required for testing of the works and shall provide the site engineer all assistance necessary to inspect the tests carried out by the contractor.

iii) The contractor shall also provide and keep at all times during the progress of the work, proper means of access to the work and every part thereof by means of ladders, gangways etc. for inspection and measurement of the work.

iv) Should the site engineer on inspection or test be not satisfied with the quality or workmanship, of any work, material or component (the decision of the site engineer being final in this behalf) the contractor shall re-perform, replace, re-install and/ or re-erect as the case may be such work, structure material or component and no such rejected work, structure, materials or item or component shall be re-used with reference to the work except with the prior permission of the site engineer.

### **C) Final test and possession of works:**

i) As soon as the works have been completed in all respects to the satisfaction of the site engineer, final tests of the works shall be undertaken by the contractor at the risk and costs of

the contractor in the presence of the site engineer. The company may at its discretion permit final tests in piecemeal in respect of particular part(s) or sections(s) or group(s) of the works or in respect of particular job site(s) involved.

ii) Upon satisfactory completion of the final tests, the site engineer shall prepare a final test certificate witnessed by the contractor, which shall certify the date on which the final tests in respect of the works have been successfully completed and where final tests have been conducted in piecemeal in respect of the concerned part(s)/ sections(s)/ group(s)/ job site(s).

iii) As and from the date of successful completion of final tests as mentioned in the final test certificate the Company shall be deemed to have taken over the work(s)/ part (s/ section(s)/ group(s), in respect of which final test certificate have been issued.

iv) If during the Final Tests or prior thereto any defect(s) in any work performed or structure or component installed/ erected or material or other items incorporated in the works is/ are noticed, the contractor shall forthwith remove and/ or demolish the same and re-perform, replace, reinstall or re-erect the same and otherwise do and provide whatever is necessary to be done or provide to correct, repair and/ or rectify the defect(s) to the satisfaction of the site engineer.

#### D) Inspection and testing of tanks and pipeline:

##### Visual inspection-

i) Inspection of all welds shall be carried out as per API 1104. Finish weld, shall be visually inspected for parallel and axial misalignment of the work, cracks, inadequate penetration, un-repaired burn through, dimension and other surface defects and it must present a neat appearance.

##### Radiographic examination-

ii) The radiography of the welding joints would be carried out by an inspection agency approved by the Company.

iii) The procedure of radiographic examination, limits of acceptability, removal and repair of defects shall be as per API 1104 and shall be approved by the engineer in-charge. Cracks and lack of root fusion/ penetration are considered as injurious defects and shall not be permitted. Contractor shall be responsible for carrying out radiographic examinations of defects and re-radiography of the welds rectified. He/ she shall make necessary arrangements for the equipment as well as radiographic films at his own cost for the repairing of the defective welding joints.

iv) Contractor shall fulfill all the statutory safety requirements in handling the X-Ray and Gamma rays' equipment.

v) Joints to be radiographed shall be selected by site engineer and the radiography shall be carried out in his presence. The contractor shall submit all the radiographs along with radiographic reports of the defective joints to the site engineer/ engineer-in-charge immediately after processing the radiographs for approval. The details of the radiographs shall be duly recorded and signed by him in the radiographic reports.

E) Pressure testing of piping:

i) Soundness of the weld shall be tested by the contractor in the presence of site engineer by hydrostatic/ pneumatic means. Prior to test, installation shall be inspected by the site engineer to the extent necessary to ensure compliance with engineering design with respect to material, fabrication and assembly. The contractor shall obtain clearance for such tests from the site engineer.

ii) Valves shall be tested individually before installation by the contractor at his own cost.

iii) All piping including valves, flanges, fittings etc. shall be tested hydraulically to the recommended pressure in presence of the site engineer. Necessary pump, tools, water & all other accessories for hydraulic testing shall be arranged by the contractor. Only pressure recorder & chart will be provided by the company. If the pressure does not hold good due to contractor's defect workmanships, the same shall be rectified & hydraulic testing shall be redone free of cost.

F) Pressure testing of tanks:

Bottom plate test-

i) Tightness of the bottom plate shall be checked by air pressure test at 75 mm water column or by vacuum box. The gauge in case of vacuum test should register a partial vacuum of at least 2 PSI.

ii) The entire weld length shall be tested in presence of site engineer.

Shell test-

iii) After completion of erection, the tank shall be cleaned properly. All weld lugs and brackets used for erection purposed shall be carefully removed from inside and outside surface of the tanks to the entire satisfaction of the site engineer.

iv) All equipment required for testing shall be supplied by the contractor.

v)The contractor shall perform the hydrostatic test in presence of the site engineer or the Company's representative.

**24.0 REPAIRS OR REMOVAL OF DEFECTS:**

i)Defects that are not within the acceptable limits shall be removed from the joint completely by chipping or grinding.

ii)No repairs shall be carried out without prior approval of site engineer.

iii) All leaks defected during testing shall be repaired to the satisfaction of site engineer and on completion; the entire tank shall be tight and free from leaks.

iv) When the tank is filled with water for testing, defects in the shell joints shall be repaired with the water level at least 300 mm below the joint being repaired.

v) After completion of all repairs the tanks shall be retested in accordance with the procedure mentioned earlier.

#### **25.0 CLEANING:**

i) All equipment in the system shall be cleaned and flushed free of all dirt, debris and loose foreign material after approval of pressure testing by the engineer/ engineer-in-charge.

ii) Orifice plates and other similar restrictions shall not be installed in the piping system until flushing has been completed.

iii) Proper temporary drainage for flushing water shall be provided so that no damage is done to permanent facilities.

#### **26.0 PICKLING OF WELDS:**

i) All welded joints shall be cleaned properly. The joints shall be thoroughly swabbed with emery paper so as to have a bright metallic surface.

ii) Pickling paste of a suitable composition shall be applied in a thin but continuous layer. The paste shall be left on the weld for 5 to 10 minutes. It shall then be brushed using a stainless steel brush.

iii) The welded joint shall be thoroughly rinsed with water using a rag if necessary. To remove the last traces of pickling paste, the joints shall be once again rinsed with water containing caustic soda.

iv) Equipment shall be tagged after cleaning is completed and approved by site engineer.

#### **27.0 PAINTING:**

##### **a. Inner surface:**

The complete inner surface of the new tanks would be coated with suitable anticorrosive paints. The paint should be able to protect the tank materials from corrosive effect of dissolved and un-dissolved gases, CO<sub>2</sub> and H<sub>2</sub>S, organic and inorganic acids, alkalis, solvents salts hydrocarbons etc. The offer should include all the technical back up documents of the paints/ coating.

i) The surface of the tanks is to be cleaned with abrasive blasting to achieve a "white metal" finish and a 3 mil profile.

ii) To contractor has to give performance guarantee against any defect/ damage arising out of defective material/ method of application of the paint for a period of 2 (two) years.

##### **b. Synthetic enamel finishes for outer surface:**

Synthetic enamel paint shall be high gloss alkyd enamel with excellent flow and quick drying properties offering outstanding exterior durability under varying weather conditions.

The paint shall be suitable for all types of surfaces over respective primers and shall conform to IS:2932.

##### **c. Paint for outer surface:**

The paint used for atmospheric services (temperature up to and including 700C) shall conform to IS:2339.

#### **28.0 SURFACE PREPARATION FOR PAINTING:**

- a. Any surface to be painted shall be quite clean. It shall be free from rust, scale, sharp points, weld spatter, flux dust, grease, oil and other foreign materials before paint is applied.
- b. Solvent cleaning shall be adopted only in extreme cases with the approval for the site engineer.
- c. All surfaces which show traces of oxidation after cleaning and before applying paint shall be cleaned again.
- d. Spark proof tools shall be used in flammable areas.

#### **29.0 COLOUR CODE:**

The colour coding shall be as per standard colour code and instructions of site engineer.

#### **30.0 WELDERS TEST:**

All welders engaged by the contractor for performance of the work shall be subjected to welder's test as per relevant codes and they will be allowed to work only after satisfactory performance in the test and also to the satisfaction of the site engineer.

31.0 The contractor shall provide complete earthing system including supply of all materials to the tanks erected. Each tank must have double earthing with two separate points leading to two individual earth electrodes through separate earth buses. The earthing system shall consist of earthing bus, earth electrode, connected firmly to the equipments and inclusive of all associated jobs. This item includes supply of all materials, fabrication and erection as necessary for complete installation of the system with brick enclosure (drawing no OIL/ PO/ 08).

32.0 List of the drawings supplied with the tender document:

- i. Tank fabrication drawing for 160 kls tank: OIL/3885 and OIL/3886
- vii. Tank foundation drawing for 160 kls tank: OIL /4114

#### **33.0 OTHER TERMS AND CONDITIONS:**

The bidder shall submit PAN Card, Goods & Services Tax Regd. No, Bank Account number, Provident Fund Code number (Direct Code)/ or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them (with documentary evidence). In case the P.F. is required to be deposited later on, the same will be deposited by the bidder (applicant).

**(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 seven days calculated from the date of receipt of mobilization notice from Company against 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 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 ..... 2017

-----  
(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 ....., 2017.

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 (.....)\*\* Fifteen(15) 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 2017... 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 / EVALUATION CRITERIA (BRC/BEC)

#### A. BID REJECTION CRITERIA

The Bid shall conform generally to the specifications and terms & conditions given in the bidding document. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications/Scope of work/Terms of reference. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected.

#### **1.0 TECHNICAL**

1.1 Any offer which does not include all the jobs/services mentioned in the Scope of work will be considered as incomplete and rejected.

1.2 The Bidder should have experience and expertise in providing the service of supply, fabrication, erection, painting, testing, and commissioning of storage tanks (with associated piping fabrication jobs) of minimum capacity 160 Kls, for storage of Formation water /Chemicals/petroleum products as per API std. 650 in the scope of work to any Organization/ Corporations/ Companies/Oil Companies including Public Sector Undertaking (PSU) / Central Government / State Government/ Private Companies .During last seven years calculated up to the scheduled bid closing date, the bidder should have experience of successfully completing at least one similar work costing not less than **INR 88.62 Lakhs**. The party should furnish necessary documentary evidence in the form experience certificate issued by the organization to whom such service has been rendered or a copy of contract/work order and completion certificate/payment certificate issued by the client against the said contract, failing which the offer will be rejected.

Note:

1) Similar Job(s) Mentioned in para 1.2 means the following nature of jobs:

i) Experience of supply, fabrication, erection, painting, testing, and commissioning of storage tanks (with associated piping fabrication jobs) of minimum capacity 160 Kls, for storage of Formation water /Chemicals/petroleum products as per API std. 650.

AND

ii) Experience in related civil and mechanical works, viz construction of foundations/ Oil water traps/ drainage/ walkways etc.

2) If the bidder is executing similar service contract which is still running and the contract value/quantity executed prior to due date of bid submission is equal to or more than **INR 88.62 Lakhs**, such experience will also be taken in to consideration, provided that bidder has submitted satisfactory service execution certificate issued by the user.

1.3 Bidder should be able to provide services of adequately qualified and trained /experienced key-manpower as specified in the Scope of work. Technical bid should include bio-data of

the personnel proposed to be deployed which shall comply with the requirements, failing which the offer will not be accepted.

1.4 Bidder shall certify that accommodation and food at site for the contractor personnel will be the responsibility of the contractor.

1.5 Bids which do not include all the jobs/services mentioned in the tender document will be considered as incomplete and rejected.

#### 1.6 DOCUMENTS:

Bidders must furnish documentary evidences, in support of fulfilling all above requirement as under along with the Technical Bid:

a) Copies of relevant pages of Contracts & Completion Certificate issued by the clients in support to establish successful execution as per 1.1 must be submitted along with the technical bid. These documents should be in the form of duly attested copies of relevant pages of contracts/work orders/completion certificates/Final payment certificates etc. issued by clients.

b) Bio-data of the personnel proposed to be deployed for the jobs specified in the Scope of work.

c) All documents submitted with bid must be self-certified by the bidder's authorized person signing the bid. However, OIL reserves the right to ask for submission of any Original document for verification at any point of time.

#### NOTES:

Required Certificates/Confirmation document as indicated above should be submitted along with the un-priced Technical bid; absence of which will render the offers Non responsive.

#### 2.0 **FINANCIAL:**

2.1 The annual financial turnover of the bidder during any of preceding three (3) financial/accounting years from original bid closing date should be at least **INR 53.17 Lakhs.**

2.2 The Net-worth of the bidder must be positive for preceding financial/accounting year.

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 and Net worth as per Format prescribed in Annexure.

OR

- ii) Audited Balance Sheet along with Profit & Loss Account.

2.3 Conditional offers will be rejected.

“Considering the time required for preparation of financial statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the financial statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net Worth of the previous 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 2016-17 has actually not been audited so far”

### **3.0 COMMERCIAL:**

- 3.1 Bids are invited under Single Stage Two Bid System i.e. Technical Bid (Un-priced) and Commercial Bid (Priced) separately. Bidders must submit both “Technical” and “Commercial” Bids in electronic form through online OIL’s e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.
- 3.2 Prices/Rates should be quoted in Indian Rupees and must be maintained in the “online price schedule” only. The rates quoted in the “online price schedule” will only be considered.
- 3.3 Price Bid Format in the form of MS-Excel sheet has also been uploaded in e-Tender. In case of disagreement in the quoted rate between “On line” and “MS-Excel sheet”; rate quoted in the “online price schedule” shall prevail.
- 3.4 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.
- 3.5 Bid Security in original must reach the office of Chief Manager (M & C), 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 are exempted from submission of bid security against this tender.
- 3.6 Bids received in physical form, but not uploaded in OIL’s e-Tender Portal will not be considered.
- 3.7 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.
- 3.8 Bids received by Company after the bid closing date and time will be rejected.
- 3.9 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.
- 3.10 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.

3.11 The Bids and all uploaded documents must be digitally signed using “Class 3” digital certificate [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.

3.12 The following Clauses with all its sub-clauses should be agreed in to, failing which the bid will be rejected.

- i. Firm price
- ii. EMD / Bid Bond
- iii. Scope of work
- iv. Specifications
- v. Price Schedule
- vi. Delivery / Completion Schedule
- vii. Period of Validity of Bid
- viii. Tax liabilities Clause
- ix. Insurance Clause
- x. Liquidated Damages clause
- xi. Performance Bank Guarantee / Security deposit clause
- xii. Guarantee of material / work
- xiii. Arbitration / Resolution of Dispute clause
- xiv. Force Majeure clause
- xv. Applicable Laws clause
- xvi. Integrity Pact clause, if applicable
- xvii. Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

**3.13 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.**

#### 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.

**PROFORMA – II**

**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.**

Sl.No	Description	Unit	Qty.	Rate (Rs)	Total (Rs)
(1)	(2)	(3)	(4)	(5)	(6)=(4x5)
1	Transportation of materials:	TL	1.00		
2	Construction of RCC Foundation for 160	NO	2.00		
3	Erection of 160 KL tank:	NO	2.00		
4	Handling of pipes and fittings (100 mm):	JT	100.00		
5	Handling of pipes and fittings (150 mm):	JT	80.00		
6	Handling of valves (150 mm):	NO	8.00		
7	Handling of valves (100 mm):	NO	10.00		
8	Handling of Flanges (100 mm):	PAA	20.00		
9	Handling of Flanges (150 mm):	PAA	16.00		
10	Fabrication of pipe fittings:	CM	2500.00		
11	Fabrication of Single Leg Pipe Supports:	NO	30.00		
12	Fabrication of Double Leg Pipe Supports:	NO	20.00		
13	Erection of Concrete Pipe Supports:	M3	40.00		
14	Hydraulic testing of 160 kl tank:	NO	2.00		
15	Painting on the inside surface of 160 K	M2	400.00		
16	Hydraulic testing of piping installation	LSM	2.00		
17	Earthing system to the tanks:	NO	2.00		
18	Construction of brick wall:	M2	150.00		
19	Casting of PCC:	M2	50.00		
20	Arrow marking & Letter Writing (200 mm t	NO	50.00		
21	Radiographic Inspection of Tanks:	M	500.00		
22	Radiographic Inspection of Pipe joints	NO	80.00		
23	Calibration of the 160 KL capacity tank:	NO	2.00		
24	SUPPLY OF GATE VALVE, 6"X 150 class:	NO	4.00		
25	SUPPLY OF GATE VALVE, 4"X 150 class:	NO	10.00		
26	EXTERNAL PAINTING:	M2	400.00		
27	Butt Welding, CS Pipes etc., 4" NB	JT	40.00		
28	Butt Welding, CS Pipes etc., 6" NB	JT	15.00		
	<b>TOTAL PRICE [SUM OF COLUMN (6) ABOVE]</b>				

- Note:** 1) The estimated quantities indicated above against each item are for evaluation purpose only. Payment will be made for the actual work done/materials supplied.
- 2) Contract will be awarded on the basis of the overall lowest evaluated cost.
- 3) Rates/Amounts quoted above should be inclusive of all applicable taxes & duties except Goods & Services tax (GST) and shall be payable by contractor.
- 4) GST as applicable, shall be quoted extra and to Company's account.

**(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:

**GOODS AND SERVICES TAX**

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, Octroi, Entry Tax etc.in the bid document stands 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 and duties 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). In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, OIL shall not be liable to make any payment on account of GST against such invoice.

\*\*.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.

\*\*.6 Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.

\*\*.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 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 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 for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of GST,

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

\*\*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 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.

\*\*\*\*\*

**Provisions to be incorporate in the ITB of tenders for procurement of Services pertaining to Oil & Gas business activities covered under Purchase Preference Policy (linked with Local Content) (PP-LC).**

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 30%.  
**(To select and indicate the Local Contents (LC) from Enclosure-I of policy documents. 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 splittable / non-dividable / cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.
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.

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

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

To  
 Oil India Limited

\_\_\_\_\_  
 India

Dear Sirs,

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

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

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

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

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

being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

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

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

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

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

WITNESS NO.1

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Signature)

Full name, designation and address

Full name and official address

(in legible letters)

(in legible letters)

With Bank

Stamp

Attorney as per power of

WITNESS NO.2

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

\_\_\_\_\_

Dated \_\_\_\_\_

(Signature)

Full name and official address

(in legible letters)

Stamp

**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:**

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

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

## 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. ----- . 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.

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For the Principal  
Place: Jodhpur  
Date:

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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)

**(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 License under Contract Labour (R&A) Act, 1970 & Central Rules-1971:**

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

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

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

\*\*\*\*\*THE END\*\*\*\*\*

