

FORWARDING LETTER



M/s _____

Sub: IFB No. CPI2134P20 FOR PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.

Dear Sirs,

- 1.0** OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier National Oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.
- 2.0** OIL INDIA LIMITED (OIL) is proposing to lay a 762 MM (30 inch) diameter, 40KM (approx.) long Natural Gas pipeline starting from proposed upcoming FGGS at Bhaghjan to CGGS, Madhuban, Duliajan for successful transportation of the estimated increased production of natural gas in the Bhaghjan fields.
- 3.0** In connection to this OIL invites competitive bids from competent and experienced bidders through OIL’s e-procurement site for IFB no. CPI2134P20. One complete set of Bid Document covering OIL’s IFB is uploaded in OIL’s e-procurement portal. Bidders are invited to submit their most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:



1.	IFB No./E-Tender No.	:	CPI2134P20
2.	Type of Bidding	:	Single Stage 2-Bid System [National Competitive Bidding (NCB)]
3.	Last day for online registration in OIL’s e-tender portal (for new vendors)	:	29.08.2019
4.	Bid Closing Date & Time	:	05.09.2019 at 11:00 Hrs. (IST)
5.	Technical Bid Opening Date & Time	:	05.09.2019 at 14:00 Hrs. (IST)
6.	Priced Bid Opening Date & Time	:	To be intimated to the Technically & Commercially acceptable bidders at a later date.
7.	Bid Submission Mode	:	E-tendering through OIL’s e-tender Portal.
8.	Pre-Bid Meeting Date & Place	:	1100 Hrs on 20.08.2019 at MECON’s Office, Street Address: Scope Minor, North Tower, District Centre, Laxmi Nagar Floor/Room number: 15th Floor City: Delhi – 110092, India Name of Contact Person: Dr. P. K. Sharma, Jt. GM (Contracts), MECON Ltd., Delhi E-Mail Id: cont-delhi@mecon.co.in Contact No. : 011-22401100/39
9.	Pre-Bid Query Closing Date	:	19.08.2019

	PERMANENT CATHODIC PROTECTION WORKS FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.	
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10.	Bid Opening Place	:	Office of ED (Projects) Projects Department, Oil India Limited, Duliajan - 786602, Assam, India.
11.	Bid Validity	:	120 days from Bid Opening Date.
12.	Completion Period	:	Total Time Schedule for Total work shall be 12 (Twelve) Months (8 months for All works for Permanent Cathodic Protection works and 4 months for all works for post commissioning and AC & DC Interference detection and Mitigation)
13.	Bid Security Amount	:	Rs. 1,53,400/-
14.	Bid Security Validity	:	150 days from date of closing of bid
15.	Original Bid Security to be submitted	:	GM(Projects-C&P), Projects Department, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
16.	Original authenticated documents to be submitted by bidder towards meeting the Bid Qualifying Criteria	:	GM(Projects-C&P), Projects Department, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
17.	Amount of Performance Security	:	For Successful Completion & covering the Defect Liability Period: -10% of the Contract Value.
18.	Validity of Performance Security	:	3 months beyond Successful Completion of Contract plus defect liability period
19.	Duration of the Contract	:	Total Time Schedule for Total work shall be 12 (Twelve) Months (8 months for All works for Permanent Cathodic Protection works and 4 months for all works for post commissioning and AC & DC Interference detection and Mitigation)
20.	Quantum of Liquidated Damage for default in timely completion	:	0.5% of the Total contract cost for delay per week or part thereof subject to maximum of 7.5%.
21.	Integrity Pact	:	Must be signed & uploaded along with the Techno-commercial Un-priced Bid.
22.	Bids to be addressed to	:	Office of GM(Projects-C&P), Projects Department, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA



4.0 Integrity Pact:

The Integrity Pact must be uploaded in OIL's E-procurement portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who signs the Bid (**Enclosed in Annexure- B**).

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

- 5.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate of **Class 3 with Organizations Name** and **Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.**
- 5.2 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.
- 5.3 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.**
- 5.4 Bidders must have a valid User ID to access OIL e-Procurement site for submission of bid. New vendor shall obtain User ID & Password through online vendor registration system in e-portal. Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, bidder may visit the OIL's E-tender site <https://etender.srm.oilindia.in/irj/portal>. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374-2807178/4903.
- 5.5 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the bidder. In the event of late registration/incomplete registration by bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- 5.6 MSEs Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit/capacity and category of registration provided that certificate issued by the relevant agency is valid (wherever validity is specified in the certificate) on the date of Bid Closing Date.
- 5.7 **DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs** - Copy of valid Registration Certificate to be submitted, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar Memorandum (UAM) or any

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other body specified by Ministry of MSME. The certificate issued by the relevant agency is to be valid (wherever validity is specified in the certificate) on the date of Bid Closing.

- 5.8 In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.
- 5.9 The Central Govt. Departments and Central Public Sector Undertakings will also be exempted from the payment of tender fee.

6.0 CONSULTANT

OIL has appointed M/s. MECON Ltd., Delhi as EPCM Consultant for implementation of the project. OIL has also authorized the Consultant to enter into correspondence with bidders and obtain clarification/ confirmation, if any, with respect to this Tender. Communications to Consultant shall be addressed to

Pre order stage (before award) - e-mail: cont-delhi@mecon.co.in

Post order stage (after award) e-mail: sachinsinghal@mecon.co.in



7.0 QUERIES/CLARIFICATIONS ON THE TENDER:

The prospective bidders shall submit their queries/clarifications against the tender through e-mail addressed to cont-delhi@mecon.co.in; sachinsinghal@mecon.co.in of M/s. MECON Ltd., Delhi with a copy to GM(Projects-C&P), Projects Department, Oil India Limited, Duliajan, Assam-786602. E-mail: shantanukr.gogoi@oilindia.in; prodproj@oilindia.in on or before the date as per Pt. No. 10 of Sl. No. 3 hereinabove.

8.0 IMPORTANT NOTES:

Bidders shall take note of the following important points while participating in OIL's e-procurement tender:

- i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.
- ii) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.
- iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/

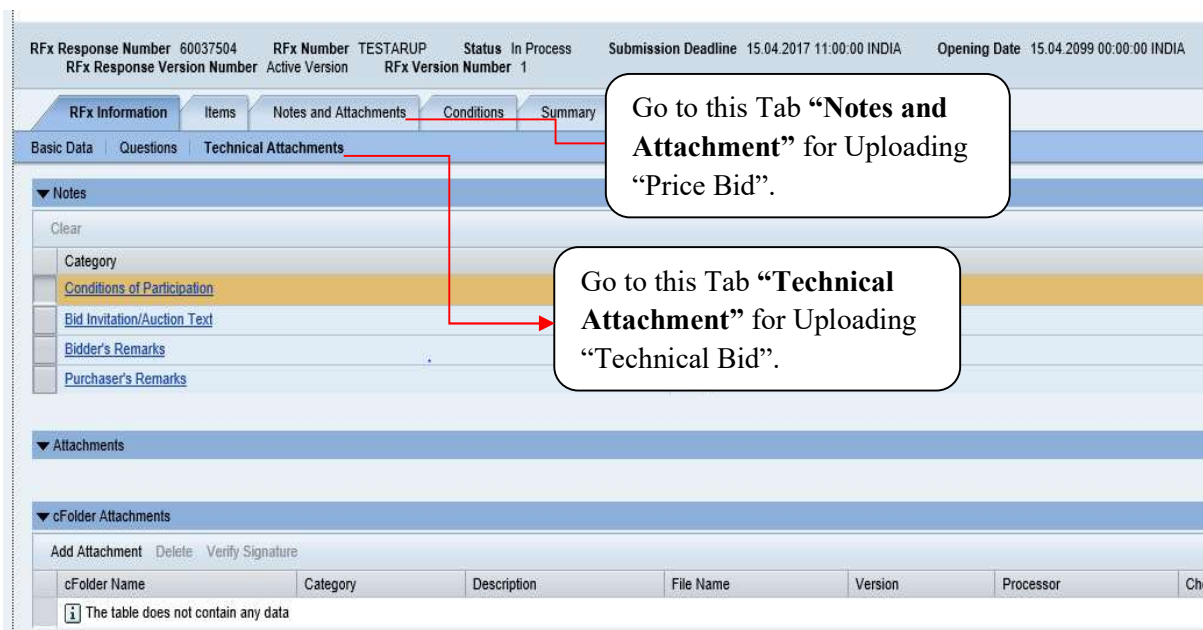
	<p style="text-align: center;">PERMANENT CATHODIC PROTECTION WORKS FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPI2134P20</p>	
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cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.

- iv) **ERRING/DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com.
- v) **BIDDERS ON HOLIDAY LIST:** The bidders who are on Holiday of OIL on the due date of submission of bid/during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/evaluation/award.
- vi) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 2.00 PM (IST) at the Office of the CGM(Projects), Oil India Ltd., Duliajan in presence of the authorized representatives of the bidders.
- vii) The authenticity of digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of "Class-3" with Organizations name, the bid will be rejected.
- viii) The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender portal. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in "**Technical Attachments**" Tab only.

Bidders to note that no price details should be uploaded in "Technical Attachments" Tab Page. Details of prices as per Price Bid format/Priced bid to be uploaded under "Notes & Attachments" tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria mentioned in Clause II of Part 2- Bid Rejection Criteria.
- ix) The bid along with all supporting documents must be submitted through OIL's e-Procurement site only except the following documents which shall be submitted manually by the bidder in duplicate in a sealed envelope super scribed with OIL's IFB No./E-Tender No., Bid Closing Date and marked as "Original Bid Security/Catalogue and Literature/ Power of Attorney" etc. as the case may be and addressed to GM(C&P)-Projects Department, Oil India Limited, Duliajan, Assam-786602, India.
 - a. Original Bid Security
 - b. Power of Attorney for signing the bid physically and digitally.
 - c. Integrity Pact (if applicable)
 - d. Any other document required to be submitted in original as per tender requirement.

Out of the above documents, the Original bid security must be received at GM(C&P)-Projects Office, Projects Department, Oil India Limited, Duliajan, Assam-786602, India on or before 12.45 Hrs. (IST) on the technical bid closing date failing which the bid shall be rejected. A scanned copy of the Bid Security shall also be uploaded by the bidder along with their Technical Bid in OIL's E-procurement site.



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

Note:

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



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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

SR. OFFICER (PROJECTS-C&P)
For **EXECUTIVE DIRECTOR-PROJECTS**
For **RESIDENT CHIEF EXECUTIVE**

END OF FORWARDING LETTER &&&

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**PERMANENT CATHODIC PROTECTION WORKS FOR BAGHJAN – MADHUBAN
PIPELINE PROJECT OF M/s OIL INDIA LTD. (IFB No. CPI2134P20)**

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PART III	SECTION I: <u>GENERAL CONDITIONS OF CONTRACT</u>
	SECTION IIA: <u>SPECIAL CONDITIONS OF CONTRACT</u>
	<u>SECTION II B: ANNEXURES TO SCC</u>
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	Annexure-8 : LIST OF MINIMUM NOS. OF CONSTRUCTION EQUIPMENT DEPLOYMENT SCHEDULE.
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	Annexure-10 : HIRING / RECOVERY RATE FOR DEPLOYMENT OF MANPOWER
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PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN –
MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.

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INSTRUCTIONS TO BIDDERS (ITB) AND GENERAL TERMS & CONDITIONS



M/s. MECON Ltd., Delhi (MECON) hereinafter “the Consultant” on behalf of Oil India Limited (OIL) hereinafter “the Company/Owner” wishes to receive bids as described in the Bidding Documents.

1.0 SCOPE OF BID

- 1.1 The scope of Bid shall be as defined in the Terms of Reference and Specifications issued as part of Bidding Document. The bidder is expected to examine IFB, e-bidding guidelines on OIL website, all instructions, form/formats, terms, specifications and drawings etc., enclosed in the bid documents. Failure to furnish all information required by the Bid Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at bidder’s risk and may result in the rejection of the Bid.
- 1.2 The successful bidder shall be expected to fulfil the requirements of Scope of Bid within the contractual period stated in bidding document
- 1.3 Throughout this Bidding Documents, the term “Bid” and “Tender” and their derivatives (“Bidder/Tenderer”, “Bid/Tendered/Tender”, “Bidding/Tendering”, etc.) are synonymous, and day means calendar day. Singular shall also mean plural and vice versa.

2.0 ELIGIBILITY TO BID:

- 2.1 Eligible bidder means, a bidder meeting the BQC criteria as per the bidding document.
 - 2.1.1 Pursuant to qualification criteria specified in Bidding Document, the bidder, along with his bid, shall furnish all necessary supporting documentary evidence to establish the Bidder claim of meeting qualification criteria.
 - 2.1.2 The documentary evidence of the bidder’s qualifications to perform the contract if their bid are accepted, shall establish to the Owner’s/Consultant’s satisfaction that, the bidder has the financial and technical capacity necessary to perform the contract.
- 2.2 **Consortium, Un-incorporated JVs etc. cannot bid**
- 2.3 A bidder shall not be affiliated with a firm or entity:
 - 2.3.1 that has provided consulting services related to the project during the preparatory stages of the works or of the project of which the works form a part, or
 - 2.3.2 that has been hired by the Owner as Engineer/Consultant for the contract.
- 2.4 Bidder should not be under Liquidation, Court Receivership or similar proceedings. In case the bidder is under Liquidation, court receivership or similar proceedings, the offer submitted by such bidder shall be rejected. **Bidder shall submit a self-declaration on their letter head in this regard as per PROFORMA-Q.**
- 2.5 The bidder should not be on Holiday/Negative list of OWNER on due date of submission of bid. If the documents were issued inadvertently/downloaded from website, offers submitted by such bidders shall not be considered for opening/evaluation/award.

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- 2.6 If the Bidder is placed on Holiday/Negative list of OWNER after opening of unpriced bids but before opening of price bids, further evaluation of bid of such bidders shall be stopped and the corresponding price bid will not be opened.

3.0 MULTIPLE/ALTERNATIVE BIDS:

- 3.1 A bidder (i.e., the bidding entity) shall, on no account submit more than one bid either directly (as a single bidder) or indirectly (as a sub-contractor) failing which following actions shall be initiated:

- 3.1.1 All bids submitted by such bidder (say ‘A’) as a single bidder or as a consortium, shall stand rejected and BID SECURITY, if any, in case of all such bids submitted by bidder ‘A’ shall be forfeited.

- 3.1.2 If another bidder (say ‘B’) has proposed bidder ‘A’ as a sub-contractor, then bidder ‘B’'s bid shall also be rejected. However, in case the bidder ‘B’ has also proposed an alternative sub-contractor who is other than the bidder ‘A’, then bidder ‘B’'s bid shall be evaluated with the proposed alternative sub-contractor only. Hence, every bidder shall ensure in his own interest that his proposed sub-contractor is not submitting alternative/multiple bids.

Note: However, in case MECON has proposed a list of sub-contractors/sub-vendors in the bidding document itself which shall be common for all the bidders, the above provision shall not be applicable as long as only the sub-contractors/ sub-vendors are common in case of various bidders.

- 3.2 Alternative priced bids are not acceptable. A bidder who submits alternative bids will cause all alternative bids to be disqualified.

4.0 TRANSFERABILITY OF BID DOCUMENTS:



- 4.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.
- 4.2 Unsolicited bids will not be considered and will be rejected straightway.

5.0 AMENDMENT OF BID DOCUMENTS:

- 5.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum.
- 5.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab “Technical Rfx” and under External Area-“Amendments” folder. The addendum will also be hosted on the OIL websites <http://oil-india.com> and Govt. Procurement Portal. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal [“Technical RFX” Tab and under the folder “Amendments”] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

6.0 LANGUAGE OF BID :

- 6.1 The Bid prepared by the bidder, all correspondence/drawings and documents relating to the bid exchanged by the bidder with the Owner/Consultant shall be in English language only. If the

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supporting documents are not in English language, then the English translation copy of the same shall also be furnished duly certified from any one of the following:

- a) Official of Indian Embassy/High Commission/Consulate General situated in the country where language has been translated.
- b) Official of Embassy/High Commission/Consulate General of the country where language has been translated, in India.

6.2 In case any printed literature furnished by the bidder in another language and is accompanied by an English translation, in which case, for the purpose of interpretation of the bid, the English translation shall govern.

7.0 INTENTION TO BID:

Within 5 days of downloading bidding document, bidder shall confirm his intention to bid by mail.

8.0 A. BIDFORM

The bidder shall complete the Bid Form as per **Proforma B** in Part-V

B. CURRENCIES OF BID AND PAYMENT:



Currency of bid will be in **INR**.

9.0 BID PRICES

- 9.1. The bidder shall e-quote Bid Prices on the appropriate format for “Price Schedule” (SOR/P) enclosed as part of Bid Document.
- 9.2. Quoted prices shall be net of discount, if any. Conditional discounts, if offered by a bidder, shall not be considered for evaluation.
- 9.3. Price quoted by the bidder, shall remain firm, fixed and valid until completion of the contract and will not be subject to any variation, except as otherwise specifically provided in the Bidding Documents (Statutory variation). Bidder’s prices shall also remain firm and fixed on account of foreign exchange variation unless otherwise any specific provision is indicated in bidding document.
- 9.4. The bidder shall quote the prices after careful analysis of cost involved for the performance of complete work considering all parts of the Bidding Documents. In case, any activity though specifically not covered but is required to complete the work as per scope of work, scope of supply, specifications, standards, drawings, bidding document including its commercial section, SCC or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

10.0 BID SECURITY

- 10.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 10.8.
- 10.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the “Forwarding Letter” or an equivalent amount in other freely convertible currency and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT vide

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Proforma-D in Part-V or a Bank Draft/Bankers' cheque in favour of OIL and payable at Duliajan, Assam or an irrevocable Letter of Credit (L/C) from any of the following Banks –

- a) Any schedule Indian Bank or Any Branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign Bank in case of domestic bidder, or
- b) VOID
- c) Any foreign Bank which is not a Scheduled Bank in India provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

Note: Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-scheduled Bank of India shall not be acceptable.

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

- (i) MT 760/MT 760 COV for issuance of Bank Guarantee
- (ii) MT 760/MT 767 COV for amendment of Bank Guarantee

The above Message/Intimation shall be sent through SFMS by the BG issuing Bank Branch to Axis Bank, Duliajan Branch, IFS Code- UTIB0001129.



Branch Address: Axis Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District: Dibrugarh, PIN: 786602”.

Bidders are to submit the copy of SFMS Message as sent by the issuing Bank Branch along with the original Bank Guarantee.



The Bank Guarantee/LC shall be valid for the time as asked for in the Bid Document. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

OIL shall not be liable to pay any bank charges, commission or interest on the amount of bid security.

- 10.3 **Bidders can submit Bid Security on-line through OIL's electronic Payment Gateway.**
- 10.4 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 10.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.
- 10.6 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with **Clause 35** below is furnished.
- 10.7 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 10.8 The Bid Security may be forfeited:
 - i) If the bidder withdraws the bid within its original/extended validity.
 - ii) If the bidder modifies/revise their bid suo-moto.
 - iii) If the bidder does not accept the order/contract.

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- iv) If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
 - v) If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder. In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 3(three) years.
 - vi) The scanned copy of the original Bid Security in the form of either Bank Guarantee must be uploaded by bidder along with the Technical bid in the “Technical Attachment” tab of OIL’s e-portal. **The original Bid Security shall be submitted by bidder to the office of GM(Projects-C&P), Oil India Ltd., Duliajan-786602(Assam), India in a sealed envelope which must reach GM(Projects-C&P)’s office on or before 12:45 Hrs (IST) on the Bid Closing date.**
- 10.9 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.
- 11.0 EXEMPTION FROM SUBMISSION OF BID SECURITY**
- 11.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.
- 11.2 MSEs Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit/capacity and category of registration provided that certificate issued by the relevant agency is valid (wherever validity is specified in the certificate) on the date of Bid Closing.
- 11.3 DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:**
- Copy of valid Registration Certificate to be submitted, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar Memorandum (UAM) or any other body specified by Ministry of MSME. The certificate issued by the relevant agency is to be valid (wherever validity is specified in the certificate) on the date of Bid Closing.
- 11.4 In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.
- 12.0 PERIOD OF VALIDITY OF BIDS:**
- 12.1 Bids shall remain valid for **120 days** from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Bid Closing Date.

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- 12.2 In exceptional circumstances, the Company may solicit the Bidder's consent to extend the period of validity for a specified additional period. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided under Para 11.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

13.0 SIGNING OF BIDS:



- 13.1 Bids are to be submitted online through OIL's e-tender portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organization's Name [e-commerce application (Certificate with personal verification and Organisation Name)] and Encryption Certificate as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only acceptable.

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

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 13.2 below.

In case the digital signature is not of "Class-3" with organization name, the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

- 13.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation (**as per Proforma-Gin Part-V**) shall be indicated by written Power of Attorney accompanying the Bid.
- 13.3 Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.
- 13.4 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.
- 13.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

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14.0 SUBMISSION OF BIDS:



The tender is processed under single stage - Two bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-tender portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's e-Tender Portal, detailed instructions under Heading **HELP DOCUMENTATION** are available in OIL's e-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "**Technical Attachment Tab**" Page only. Prices to be quoted as per **SOR format given in tender** and should be uploaded as Attachment just in the attachment link under "Notes & Attachments" Tab under General Data in the e-portal. **NO PRICE SHOULD BE GIVEN IN THE "TECHNICAL ATTACHMENT", OTHERWISE BID SHALL BE REJECTED.** The priced bid should not be submitted in physical form which shall not be considered.

15.0 DOCUMENTS COMPRISING THE BID:

Bids are invited under Single Stage Two Bid System. The bid to be uploaded by the Bidder in OIL's e-Tender portal shall comprise the following documents:

15.1 PART - I: TECHNO-COMMERCIAL/ UNPRICED BID (to be uploaded in "Technical Attachments" tab)

- a) Offer Covering letter indicating Offer Reference No. (in bidder's letter head)
- b) Power of Attorney in favour of Authorized signatory of the bid on a stamp paper of appropriate value duly notarized. Also, submit an undertaking confirming that the person holding POA has also digitally uploaded the documents
- c) Bid Form as per Form B
- d) STATEMENT OF NON-COMPLIANCE as per Form C
- e) Bid Security as per Form D
- f) PROFORMA OF LETTER OF AUTHORITY as per PROFORMA-G **duly notarized on company's letter head. Kindly note that this Proforma G shall be supported by document as per sl. No. B above.**
- g) LETTER OF AUTHORISATION FOR ATTENDING BID OPENING as per PROFORMA-H **on company's letter head**
- h) Documentation against Bidder's Qualification Criteria
- i) Integrity Pact as in Annexure B to ITB
- j) General Information of the bidder as per Form – I
- k) Sub-Form-J1, J2 & J3
- l) Reply To Commercial Questionnaire as per PROFORMA-K
- m) Checklist For Submission Of Bid as per PROFORMA-M
- n) Self-Declaration as per Form – N

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- o) Undertaking By Bidders Towards Submission Of Authentic Information/Documents as per Form – O
- p) Information About Any Current Litigation / Arbitration, If Any, In Which Bidder Is Involved Or Details Regarding Holiday/Banning And Liquidation, Court Receivership as per Form – Q
- q) A Self-Declaration On Letter Head In Regards To Bidder Not Being Under Liquidation, Court Receivership Or Similar Proceedings as per Form – R
- r) An affidavit/undertaking certifying that the balance sheet/Financial Statements for the financial year (as the case may be) has not been audited so far as per Note 3 of BEC Financial.
- s) Exact Un-priced copy of Price Bid in price schedule format issued with the bidding document duly indicating ‘Q’ (Quoted) in place of “price” and ‘NQ’ (Not Quoted) where against each item (as applicable) where price to be quoted.
- t) Cover sheet of Addendum/Amendment (if any).
- u) Documentary evidence in case bidder is MSE bidder duly certified as given in tender.
- v) Technical Compliance/data sheets/documents, required as per Material Requisition.
- w) Terms & Conditions for Indian Sourced Components/Services Offered by Foreign Bidder, if applicable and sourced by bidder.
- x) Compliance to requirement of PAN No., GST certificate, PF and ESIC certificates
- y) Any other document required as per, Technical Specifications;

Please note that, price should not be mentioned in the “Technical Attachments” tab. The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

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

15.2 PART-II : PRICED BID(to be uploaded in “Notes and Attachments” tab)



Priced Bid containing only prices filled in the prescribed price schedule excel format and other formats provided in the Bidding Document, consisting of the following:

- a) Prices in Price Schedule formats issued with bidding document shall be uploaded at the designated place of the e-tender portal of OIL

Notes:

1. Part-II (Priced Bid) shall be uploaded in Notes and Attachments” tab of e-tender portal as mentioned in above
2. **Deviation to terms & conditions, presumptions etc. shall not be stipulated in Priced part of bid. In case of any conditions stipulated in price bid, the bids of such bidders shall be summarily rejected and shall not be considered for further evaluation. Evaluation shall be carried out excluding such bidder(s).**

15.3 No Physical Bids/Offeres shall be permitted. The offers/bids submitted online on e-tender portal of OIL shall only be considered for evaluation and ordering.

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15.4 Bidders are required to submit the following documents in original also as per the manner prescribed in the bid document in sealed envelope titled “Original Documents for respective IFB. No” and the same shall be sent to **GM(Projects-C&P), Projects Department, Oil India Ltd., Duliajan-786602(Assam)**. Kind Attention: (Name mentioned in BID document) General Manager (C&P) within the final bid due date, besides uploading the scanned copies of the same on E-tender portal along with the e-bid:

- i) **Original EMD/Bid Security along with 2(two) copies) (if applicable).**
- ii) **Power of Attorney (POA) in favour of the bid signatory for signing the bid that such person (s) is/are authorised to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.**
- iii) **Any other document required to be submitted in original as per bid document requirement.**

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

15.5 Timely delivery of the documents in physical form as stated in Para above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

15.6 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

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

15.8 Bidder shall furnish quotations only for those items/parts:

- a) For which bidder is enlisted with OIL (Limited tender); or
- b) For which bidder can supply strictly as per Technical specifications including fulfillment of Bidder Qualification Criteria wherever applicable.



16.0 INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE: VOID

17.0 DEADLINE FOR SUBMISSION OF BIDS:

17.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.

17.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.

17.3 The documents in physical form as stated in Para 15.4 must be received by Company at the address specified in the “Forwarding Letter” on or before 12.45 Hrs(IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

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18.0 LATE BIDS:

E-tender system of OIL shall close immediately after the deadline for submission of bid. Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. **The documents in physical form if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.**

Unsolicited bids or bids being submitted in physical form/to address other than one specifically stipulated in the bid document will not be considered for opening / evaluation / award and will be returned to such bidders.

19.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 19.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time.
- 19.2 The Bidder's modification or withdrawal notice may also be sent by fax/ e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 19.3 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 19.4 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL.



20.0 EXTENSION OF BID SUBMISSION DATE:

Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons. In such a case, all rights and obligations of the Owner/Consultant and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

21.0 COMPLIANCE WITH TENDER

- 21.1 Enquiry has been issued on **ZERO DEVIATION BIDDING basis**, wherein bids with deviations shall not be acceptable. In view of the same, Bidder in his own interest is advised not to submit any deviation. Owner/Consultant reserves right to carry out bid evaluation with available information in the bid without any post-bid correspondence. Accordingly, bidder shall submit Techno-commercial compliance format duly signed as token of his acceptance.
- 21.2 Zero Deviation Terms:

Firm prices, Earnest money deposit (EMD) / Bid Security, Bid Document Fee, as applicable, Scope of work, Specifications, Price schedule, Delivery / Completion Schedule, Payment Terms, Period of validity of bid , Performance Bank Guarantee (PBG) / Security Deposit, Guarantee of Material/ Works, Arbitration / Resolution of dispute, Force Majeure, applicable laws& any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.
- 21.3 Bidder shall furnish quotations only for those items / parts:
 - a) For which bidder is enlisted with OIL (Limited enquiries); or
 - b) For which Bidder can supply strictly as per Technical specifications including fulfilment of Bidder Qualification Criteria (BQC) wherever applicable (Press enquiries).

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22.0 CLARIFICATION ON BIDDING DOCUMENTS:



- 22.1 A bidder may seek clarification regarding the Bidding Document provisions, bidding process and/or rejection of his bid. Consultant/Owner shall respond to such requests within a reasonable time. However, such information relating to the evaluation of bids and recommendation of award shall not be disclosed to any other persons not officially concerned with the bidding process.
- 22.2 A prospective bidder requiring any information or clarification of the Bidding Documents, may notify the Consultant in writing by e-mail/post at Consultant's mailing address indicated in the Bidding Document. All question/ queries should be referred to MECON not later than 3 (three) days before scheduled date and OWNER/MECON reserves the right not to entertain any pre-bid query after cut-off date. Reply to Pre-Bid Queries shall be hosted on Tender portal.
- 22.3 Any modifications of the Bidding/RFQ Document, which may become necessary as a result of pre-bid queries/pre-bid discussion, shall be intimated to all the bidders through issue of an Addendum/Amendment.

23.0 PRE-BID MEETING:

- 23.1 Wherever pre-bid meeting is applicable, as specified in the bidding document, bidders in their own interest are advised to take part in the pre-bid meeting seriously by issuing their genuine queries and also by attending the pre-bid meeting by their competent personnel.
- 23.2 Bidder shall submit their queries strictly within cut-off date after which, Owner/Consultant shall reserve the right not to entertain any queries.
- 23.3 Pre-bid meeting shall be attended by competent representative(s) of the Bidder.
- 23.4 For cases where Bidders are required to meet Bidder Qualification Criteria (BQC) for their qualification against Bidding/RFQ Documents, Bidders may carry their qualification documents, which they feel are meeting the BQC during the pre-bid meeting.
- 23.5 In case of group wise/basket evaluation, the final group/basket to be quoted by the Bidders maybe revised post pre-bid meetings. In view of the same, along with the pre-bid queries, bidders may submit the details of the equipment/items out of a group for which they can meet Bid Documents/Technical Specifications, enabling OIL/Consultant to take suitable decision on revising group/basket.
- 23.6 Conclusion of the pre bid meeting shall be uploaded as "Record Notes of Pre-bid Meeting/Reply to Pre-bid Queries, containing clarifications to the queries" on Tender portal. Any modification/amendment to the commercial or technical part of the bidding document shall be issued through an amendment/addendum. This addendum/amendment shall be considered a part of the bidding document. However, Record Notes of Pre-bid Meeting/Reply to Pre-bid Queries containing clarification shall not be considered a part of bidding document.
- 23.7 Based on pre bid discussion and clarifications thereof, bidder shall endeavour to submit techno-commercially compliance bid.

24.0 OFFER WITHOUT ANY DEVIATION:

- 24.1 Owner/MECON will appreciate submission of offer based on the terms and conditions in the bid document, Scope of Work, and Technical Specification enclosed with Material Requisition etc. to avoid wastage of time and money in seeking clarifications on technical/commercial

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aspect of the offer. Bids having any deviation to the bid document Terms & Conditions shall lead to the offer liable for rejection.

24.2 If a bidder has not quoted any part/component, Freight, TPI charges, the same shall be considered inclusive.

24.3 Non-compliance shall result in rejection of the corresponding item/group/block.

24.4 Error/non submission of Taxes & Duties

The evaluation and ordering shall be carried out considering the rates of Taxes & Duties as quoted in the bid. In case quoted Taxes are more than the applicable rate, the evaluation shall be carried out based on the quoted rate but applicable rate of tax shall be clarified before placement of order.

24.5 Taxes & Duties, if not quoted:

- a) Composite bidding – Bids shall be rejected.
- b) Other than Composite bidding: Bidder shall be given chance to absorb the same, failing which the bid shall be rejected.

25.0 PRICE CHANGES/IMPLICATIONS AFTER OPENING OF TECHNICAL BIDS:



25.1 In the event of any unsolicited price increase sought by any bidder, subsequent to the bid due date, the bid of such a bidder shall be rejected, in case the bidder does not agree to withdraw the price increase. Wherever, decision is taken to reject a bid, Bid Security, if submitted by the Bidder, shall also be forfeited and case shall be referred to PDD for appropriate action as per procedure.

25.2 In the event of any suo-moto decrease in price sought by a Bidder subsequent to the bid due date and which is not as a result of any change in scope of supply or terms and conditions specified in the bid document, the reduction in price shall not be considered for evaluation, however, the same shall be considered for ordering in case the Bidder happens to be the lowest techno-commercially acceptable.

26.0 BID EVALUATION CRITERIA:

If there is correction/wrong entry or a difference between the values entered in figures and in words, the following procedure shall be adopted for evaluation:

- i) When there is a difference between the rate in figures and in words for an item, the rate which corresponds to the amount worked out by the Bidder for the item based on the quantity specified, shall be taken as correct.
- ii) When the rate quoted by the Bidder in figures and words tallies but the amount is in correct, the rate quoted by the Bidder shall be taken as correct.
- iii) When it is not possible to ascertain the correct rate as detailed above, the rate quoted for the item in words shall be adopted as the quoted rate.
- iv) If the total amount written against an item does not correspond to the rate written in figures and if the rate in words is not written by the bidder, then the higher of the rates, i.e. higher of the rate worked out by dividing the amount by the quantity and the rate quoted shall be considered for evaluation. In the event that such a bid is determined as the lowest bid, the lower of the rates shall be considered for ordering.

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27.0 BID REJECTION CRITERIA:



- 27.1 Bids are invited under Zero Deviation bidding basis. Bids with deviations shall be rejected.
- 27.2 Owner/Consultant reserves the right to verify the authenticity of Digital Signature. In case Digital Signature is not authorized, the bid shall be rejected.
- 27.3 If a bidder submits prices in un-priced part of bid, the bid shall be rejected. Prices uploaded at the designated priced folder of the e-tendering website shall only be considered.
- 27.4 Mere acceptance of above mentioned points will not make bidder automatically qualify for this tender. Bidder to refer **Part II of Volume – I** for detailed Bid Evaluation Criteria.

28.0 BID OPENING:



- 28.1 Company will open the Technical Bids, including submission made pursuant to clause 15.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per **Proforma-Hin Part-V**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only “Technical Attachment” will be opened. Bidders therefore should ensure that technical bid is uploaded in the “Technical Attachment” Tab Page only in the e-portal.
- 28.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing date/time will get extended up to the next working day and time.
- 28.3 Bids which have been withdrawn pursuant to clause 19.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 28.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security and such other details as the Company may consider appropriate.

29.0 EVALUATION AND COMPARISON OF BIDS:

- 29.1 The Company will evaluate and compare the bids as per **BID EVALUATION CRITERIA (BEC)**, PART-II of the Bid Documents.
- 29.2 **DISCOUNTS/REBATES:** Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.
- 29.3 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates. **Conditional bids are liable to be rejected at the discretion of the Company.**

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- 29.4 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 29.5 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 29.6 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 29.7 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
- 30.0 COMPARISON OF OFFERS**
- 30.1 The "Schedule of Rates" for **complete scope of work excluding GST** shall be taken up for evaluation and entire work shall be finalized on least cost to owner.
- 30.2 Other Conditions Related to Bid Evaluation:**
- i. Input Tax Credit on GST (Goods & Service Tax) if available to Owner& the same shall be considered for the Purpose of evaluation.
 - ii. Prices quoted in PRICE BID as per the requirement of the bidding document shall only be considered for evaluation.
 - iii. Offer evaluation and ordering shall be on lowest bottom line group price basis in case of Group Bid Documents or on in individual item wise lowest basis or on bottom line basis as mentioned in Price schedule.
 - iv. In case, price increase is sought by the L1 bidder after priced bid opening and the bidder does not agree to withdraw the price increase, the order shall not be placed with price increase and the tender enquiry shall be re-floated. Wherever, decision is taken to reject a bid, EMD/Bid Security, if submitted, by the Bidder, shall also be forfeited and appropriate penal action shall be initiated, as per Company Policy.
- 30.3 **Purchase Preference:** Refer Clause No.V of BEC of the Part II of this bidding document.



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31.0 OPENING OF PRICED BIDS:

- 31.1 Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 31.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 31.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected and the bid security will be forfeited.
- 31.4 The Priced bids of the unsuccessful bidders which remain unopened with the company (OIL) may be returned to the concerned bidders on request only after receipt of performance security from the successful bidder after issue of Letter of Award (LOA) by the company (OIL).

32.0 NOTIFICATION OF AWARD OF CONTRACT/ORDER:

- 32.1 The Company will award the Contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the Contract satisfactorily.
- 32.2 In the opinion of OIL, if the total lump sum price quoted by the lowest bidder is considered high, OIL may invite the lowest bidder for price negotiation. Lowest bidder shall attend such negotiation meetings and if requested by OIL, bidder shall provide the analysis of break-up of lump sum amount quoted by him to demonstrate the reasonability. As a result of negotiation, Bidder may offer rebate on his earlier lump sum quoted price.
- 32.3 **Prior to the expiration of period of bid validity, the Company/Owner will notify the successful bidder by e-mail to be confirmed in writing, that his bid has been accepted. The notification of Award/Letter of Acceptance will constitute the formation of the Order.**
- 32.4 The Completion Schedule shall commence from the date of issue of notification of award/Letter of Acceptance (LOA).
- 32.5 The successful bidders(s) shall be notified by the Company of its intention to enter into an Agreement with him/her/them on the basis of his/her/their acceptance of the offer. Such notification shall be treated as a "Letter of Award (LOA)". The notification of award will constitute the formation of the Contract.
- 32.6 Upon the successful bidder's furnishing of Performance Security pursuant to Clause 35.0 below, the Company/Owner will promptly notify each un-successful bidder and will discharge their Bid Security as per relevant Clause herein in ITB.

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33.0 CONTACTING THE COMPANY AFTER BID OPENING:

Except as otherwise provided elsewhere in the bid, 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.

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

34.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:

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

35.0 PERFORMANCE SECURITY:

35.1 On receipt of notification of award from the Company, the successful Bidder (including MSEs, Public Sector undertakings and other Government bodies) shall furnish within 15 (fifteen) days of issue of Letter of Award (LOA) to the Company the Performance Security for an amount specified in the Forwarding Letter and LOA issued by the Company to the Bidder as per **Proforma-E in Part-V** or in any other format acceptable to the Company and must be in the form of a Bank Guarantee or irrevocable Letter of Credit (LC) from:

- a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or
- b) VOID
- c) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India

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



- a) Full address.
- b) Branch Code.
- c) Code Nos. of the authorized signatory with full name and designation.
- d) Phone Nos., Fax Nos., E-mail address.

35.3 The bidders will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker. **The Performance Security shall be denominated in the currency of the contract.**

Note : Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-scheduled Bank of India shall not be acceptable.

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

- a.
 - (i) “MT 760/MT 760 COV for issuance of Bank Guarantee
 - (ii) MT 760/MT 767 COV for amendment of Bank Guarantee

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The above Message/Intimation shall be sent through SFMS by the BG issuing Bank Branch to Axis Bank, Duliajan Branch, IFS Code- UTIB0001129. Branch Address : Axis Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District : Dibrugarh, PIN : 786602”

b. Bidders are to submit the copy of SFMS Message as sent by the issuing Bank Branch along with the original Bank Guarantee.

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



- 35.5 The Performance Security specified above must be valid for **3(three) months beyond the contract period / defect liability period whichever is later.** The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.
- 35.6 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor’s failure to fulfil its obligations under the Contract.
- 35.7 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 35.8 Failure of the successful Bidder to comply with the requirements of various shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 3(three) years from the date of default.

36.0 SIGNING OF CONTRACT:

- 36.1 At the same time as the Company (OIL) notifies the successful Bidder that its Bid has been accepted, the Company (OIL) 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 agreements agreed between the two parties.
- 36.2 The successful Bidder shall sign and date the contract and return it to the Company (OIL) within 30 days of issue of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 36.3 In the event of failure on the part of the successful Bidder to sign the contract, the Company (OIL) reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 3 (three) years from the date of default.

37.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

If it is found that a bidder/contractor has furnished fraudulent information/documents, the Bid Security/Performance Security shall be forfeited and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

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38.0 CREDIT FACILITY:

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

39.0 MOBILISATION PERIOD: Not Applicable for subject tender

40.0 MOBILISATION ADVANCE PAYMENT: Not Applicable for subject tender

41.0 INTEGRITY PACT:

41.1 The bidder confirms that all declarations made in this Integrity Pact are true and correct. In case of any declaration turning out to be false, the bidder shall not be allowed to take the defence that the correct declaration is given elsewhere in the offer. For example, any and all cases of transgression as defined in the Integrity Pact must be reflected in the Integrity Pact itself or attached as an appendix to the Integrity Pact with a corresponding reference marked in the transgression provision in the Integrity Pact so that Integrity Pact remains a single and unified document with regard to the objective of Integrity Pact.

41.2 This Integrity Pact proforma has been duly signed by OIL's competent signatory. The proforma has to be uploaded by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who signs the Bid. The names of the OIL's Independent External Monitors (IEMs) at present are as under:

SHRI SATYANANDA MISHRA, IAS (Retd.), former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India,

E-mail ID: satyanandamishra@hotmail.com

SHRI RAJIV MATHUR, IPS (Retd.,) Former Director, IB, Govt. of India,

E-mail ID: rajivmathur23@gmail.com

SHRI JAGMOHAN GARG, Ex-Vigilance Commissioner, CVC ,



E-mail ID : jagmohangarg@gmail.com

41.3 Bidder (s) not complying with the requirements of Integrity Pact shall be rejected.

41.4 **COMPLIANCE OF THE COMPETITION ACT, 2002:** The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

42.0 LOCAL CONDITIONS:

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

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

43.0 CONFLICT OF INTEREST:

- 43.1 Contractors to be engaged for this assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment, shall not be eligible to participate in this Tender.
- 43.2 A firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services resulting from or directly related to the firm's consulting services for such preparation or implementation.
- 43.3 Conversely, a firm that has been engaged by OIL to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services for the Project.

44.0 TERMS OF PAYMENT:

Payment Terms are enclosed as Annexure to Special Conditions of Contract.



45.0 ONLINE AVAILABILITY OF PRICE BID:

For convenience of the qualified Bidders and to improve transparency, the rates/ costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company.

A Bidder can view item-wise rates/ costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e., NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/ omissions therein, if any.

Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the e-tender.

END OF PART – I, VOLUME-I &&&

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VOLUME-I PART-II

BID REJECTION & BID EVALUATION CRITERIA:

I. BID EVALUATION CRITERIA (BEC):



The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the Techno-Commercial Bid.

A Scope of work:

Brief scope of work consist of Permanent Cathodic Protection works for the following lines for Transportation and distribution of Natural Gas from Baghjan to Madhuban, Duliajan.

Scope of Permanent Cathodic Protection Works	Pipeline Laying section details along with Chainage Description	Laying Sections
	30”dia, 3LPE Coated 40 km (approx.) long pipeline from Baghjan to Madhuban, Duliajan with existing 8” (Crude Oil)& 16” (Gas) parallel pipelines from Baghjan to Madhuban and 16” Gas pipeline from Loc. HNE, Makum to Madhuban in common ROW.	(30” NB x 40 km)

The scope of work consists of Survey, Design, Detailed Engineering, Manufacturing, Supply of materials, Inspection/FAT (Factory acceptance test), Packing, Forwarding, Transportation to site, Storage, Installation, testing & Commissioning of permanent CP system of the spur lines including the Interference detection and mitigation, AC/DC interference on pipeline and CP System due to proximity of foreign AC/DC source, detection and mitigation of high induced voltage at pipeline due to proximity of HT lines, substations etc, close interval potential logging survey for entire length of 30”x 40 KM long pipeline and existing 8” (Crude Oil)& 16” (Gas) parallel pipelines from Baghjan to Madhuban & 16” Gas pipeline from Loc. HNE, Makum to Madhuban in common ROW. with additional surveys i.e. CAT survey (Full length), CAT with frame ‘A’ or DCVG etc. at selected locations which shall be decided from the abnormal areas of close interval potential logging survey results & CAT survey result to identify coating defects/holiday, conducting pipeline line current & coating resistance test at selected locations where current measurement test stations installed, preparation of commissioning report and as built drawings etc. All work shall be carried out conforming to the Scope of work, Design Basis, Data Sheets, standard specifications enclosed with this tender & other standards as applicable, while the pipeline laying works are going on. The CP system contractor shall be responsible for coordination with pipeline laying contractor to ensure the timely execution of Permanent Cathodic protection works.

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1. TECHNICAL CRITERIA:

- 1.1 The Bidder should have completed and successfully commissioned at least **one CP (PCP) system** consisting of corrosion survey, design, detailed engineering, supply, installation, testing & commissioning including “Detection & Mitigation of DC interference and AC high induced voltage” and post commissioning surveys like CIPL, CAT/DCVG of **at least one cross country hydrocarbon pipeline** having influence of DC traction line, foreign pipeline/anode ground bed, overhead HT line etc. during **last 7 years reckoned from bid due date** as detailed hereunder:

CP (PCP) system of Minimum **20 km pipeline having minimum 01 (one) nos. of impressed current CP Station.**

CP System work for different spreads of any single cross country pipeline project executed under different work orders or CP System works for different cross country pipelines executed under single work order shall also be acceptable.

- 1.2 In case bidder on his own does not possess the adequate experience in “Detection & Mitigation of DC interference and AC high induced voltage” as stipulated above, bidder shall hire the services of backup agency with experience as detailed hereunder:

The backup agency should have experience for at least one project of “Detection & Mitigation of DC interference and AC high induced voltage” of a cross country hydrocarbon pipeline having influence of DC traction line, foreign pipeline/anode ground bed, overhead HT line etc. executed during the last 7 years reckoned from bid due date for minimum length as detailed hereunder:

AC and DC interference study & mitigation of pipeline of minimum **20 km** pipeline length.



- 1.3 Experience of only the bidding entity shall be considered. A job executed by a bidder for its own plant / projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, jobs executed for Subsidiary / Fellow subsidiary/ Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary /Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.

- 1.4 **BIDS FROM CONSORTIUMS ARE NOT ACCEPTED. BIDS FROM JOINT VENTURES ARE NOT ACCEPTED.**

- 1.5 **DOCUMENTARY EVIDENCES TO BE SUBMITTED BY THE BIDDERS IN SUPPORT OF THEIR BIDS:**

Bidders must furnish documentary evidences in support of fulfilling the entire above requirement as under:

- a) **Clause 1.1 & 1.2** - Detailed work order along with Schedule of Rates AND Completion certificate issued by end user / Owner (or their consultant who has been duly authorized by owner to issue such certificate) AND For back up agency document such as work order, MOU, Agreement etc.

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Note: The completion certificates / execution certificate shall have details like work order no. ; date, brief scope of work, completion date etc.

- b) Bidder can also submit any other relevant document deemed necessary by bidder to establish the qualification.
- c) **Clause 1.3-** Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary /Holding company.
- d) Company Profile, address, concerned person and his/her contact details, organizational set up with details of professional technical and financial capabilities.
- e) Documents in the form of copies of relevant pages of Contract and Completion Certificate or final bill payment documents etc. or any other documents issued by their clients in support of executing the job as mentioned in the Scope of Work/Terms of Reference/Technical Specification of the bidding document, the date of those documents need not be within seven (7) years preceding the bid closing date of the tender, but the date of execution must fall within the period of seven (7) years prior to the original bid closing date of the tender.
- f) Reference address under which last service provided.

All documents submitted with bid must be self-certified by the bidder's authorized person signing the bid and duly authenticated as mentioned elsewhere in the bidding document.



1.1 FINANCIAL CRITERIA

- a) **Annual Turnover of Bidder:** The minimum annual financial turnover in any one of the preceding 03 (three) Financial/Accounting Years from the original bid closing date (BCD) as per Audited Annual Financial Reports shall be **Rs. 38,35,000/-**
- b) **Net Worth:** The financial Net Worth of the Bidder must be Positive for the immediate preceding Financial/Accounting year from the original bid closing date.
- c) **Working Capital Requirement:** The minimum working Capital of the Bidder in the immediate preceding Financial/Accounting Year from the original Bid Closing date, shall be **Rs. 7,67,000/-**

Note 1: DELETED

Note2: Documentary evidences in the form of Audited Balance Sheet and Profit & Loss Account of preceding 3 Financial/Accounting Years to be considered from the original bid closing dated shall be submitted along with the Techno-Commercial bid towards proof of having Annual Turnover as stated above. However, in case of non-corporate bidder, the Financial Statements are to be submitted, duly certified by practicing Chartered Accountant's Firm as applicable.

Note3: Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net Worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. **However, the bidder has to**

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submit an affidavit/undertaking certifying that the balance sheet/Financial Statements for the financial year (as the case may be) has not been audited so far.

Note4: For proof of Annual Turnover, Net worth & Working Capital, the following documents must be submitted along with the bid:-

- i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover, Working Capital & Net worth as per format prescribed in Sub- **Proforma J3**.
AND
- ii) Audited Balance Sheet along with Profit & Loss account.

Note5: In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General (CAG) of India and the Central Government, their certificates may be accepted even though FRN is not available. However, the bidder has to provide documentary evidence for the same.

Note6: In case the audited Balance sheet and Profit & Loss Account submitted are in currencies other than INR or USD, the bidder shall have to convert the figures in equivalent INR or USD considering the prevailing conversion rate on the date on which the audited Balance sheet and Profit & Loss Account were signed. A Certificate from the Chartered Accountant is to be submitted by the bidder regarding converted figures in equivalent INR or USD.



All documents submitted with bid must be self-certified by the bidder's authorized person signing the bid and duly authenticated as mentioned elsewhere in the bidding document.

II. BID REJECTION CRITERIA (BRC)



1. The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the "TECHNICAL" and "PRICE" bid separately through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be uploaded as per the Scope of Work & Technical Specification of the tender in "Technical RFx Response" Tab and Price Bid to be uploaded as per the Price Bid format in the "Notes & attachment" Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.

NB: To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate of Class 3 with Organizations Name and Encryption certificate as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.

2. Except for the provisions of escalation provided elsewhere in the bidding document, bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account unless mentioned otherwise in the bidding document.

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3. Validity of bids shall be minimum **4 months (120 days)**. Bids with lesser validity will be rejected as being non-responsive.
4. During the Online submission of the bid, a scanned copy of the Bid Security shall be uploaded as a part of the Technical Bid. The validity period and amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. **The Original Bid Security shall however be forwarded to office of the “GM(Projects-C&P), Projects Department, Oil India Limited, Duliajan-786602, Assam”** which should reach the said office on or before 12.45 Hrs(IST) on the bid closing date, otherwise Bid will be rejected.
5. The authenticity of digital signature shall be verified through authorised CA after bid opening and in case if the digital signature is not authorised, the bid will be rejected.
6. Bids received through the e-procurement portal shall only be accepted. Bid not submitted in compliance with special methods of submitting system mentioned in 1 above (wherever applicable) will be rejected. Bids received in any other form shall not be accepted.
7. The Integrity Pact (if applicable) must be uploaded in OIL’s E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.
8. Physical Bids, if any received from the bidders, shall not be considered and will be rejected.
9. Bids submitted after the Bid Closing Date and Time will be rejected.
10. The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
11. Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative.
12. Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.
13. Any Bid containing false/incorrect statement will be rejected.
14. Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” of Bid Document; otherwise the Bid will be summarily rejected.

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15. Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected –
- i) Performance Guarantee Clause
 - ii) Force Majeure Clause
 - iii) Tax Liabilities Clause
 - iv) Arbitration Clause
 - v) Acceptance of Jurisdiction and Applicable Law
 - vi) Liquidated damage and penalty clause
 - vii) Safety, Environment & Labour Law
 - viii) Termination Clause
 - ix) Integrity Pact
 - x) Guarantee of material/ work
 - xi) Scope of work
 - xii) Delivery/ completion schedule
 - xiii) Price schedule
 - xiv) Period of validity of bid
 - xv) EMD/ Bid bond

III. GENERAL:

1. In case the bidder takes exception to any clause of Bid Document not covered under BEC/BRC, then the Company (OIL) 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 the Company (OIL). The loading so done by the Company (OIL) will be final and binding on the Bidder. No deviation will however, be accepted in the clauses covered under BEC/BRC.
2. To ascertain the substantial responsiveness of the bid the Company (OIL) reserves the right to ask the Bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses must be received within the deadline given by the Company (OIL), failing which the bid will be summarily rejected.
3. In case any of the clauses in the BRC contradicts with other clauses of Bid Document elsewhere, then the clauses in the BRC shall prevail.
4. Any exceptions/deviations to the tender must be spelt out by bidder in their 'Techno-Commercial' bid only. Any additional information/terms/conditions furnished in the 'Price Bid' will not be considered by the Company (OIL) for evaluation/award of contract.
5. The originals of such documents [furnished by bidders(s)] shall have to be produced by bidder(s) to the Company (OIL) as and when asked for.

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IV. PRICE BID EVALUATION (Part of BEC):

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 will be considered for further evaluation as given below:



1. If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
2. VOID
3. **The bidders must quote their charges/rates in the manner as called for in the Price Bid Format as Annexure to SCC**
4. **Evaluation Methodology of Bids:**
The bids will be evaluated on overall lowest evaluated price (L-1) basis. Bidder must quote full quantity including all the sub-items under Material Requisition of tender, otherwise bidder's offer will not be considered for Evaluation. The price quoted by the bidder in the Price Bid Format shall be considered for evaluation of the bid.

The GST at the rate applicable to this tender shall be calculated and added to the quoted price to arrive at the value (price) of the Contract. The Contract Price shall be the Quoted Price of the bidder plus the GST.

V. PURCHASE PREFERENCE CLAUSE:

- 1 **Purchase Preference to Micro and Small Enterprises:**
Not Applicable for this tender
- 2 **PURCHASE PREFERENCE LINKED WITH LOCAL CONTENT:**
Not Applicable for this tender

END OF PART –II
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VOLUME-I PART-III SECTION I

GENERAL CONDITIONS OF CONTRACT (GCC)



1.0 DEFINITIONS:

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



- (a) "The Contract" means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "The Work" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) "Company" or "OIL" means Oil India Limited, "Owner" or "OIL" means "Oil India Limited
- (e) "Contractor" or "LSTK/EPC Contractor" means the Contractor performing the work under this Contract.
- (f) "Contractor's Personnel" means the personnel to be provided by the Contractor to provide services as per the contract.
- (g) "Company's Personnel" means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (h) "Gross Negligence" means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- (i) "Willful Misconduct" means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.
- (j) "EPCM" means the individual or firm or Body incorporate performing the EngineeringProcurement Construction Management Consultancy work under this Contract;
- (k) "Services" means the work specified in Part 3, Section-II, and all other obligations to becomplied with by Contractor pursuant to and in accordance with the terms of thecontract.

2.0 EFFECTIVE DATE, COMPLETIONPERIOD AND DURATION OF THE CONTRACT:

2.1 EFFECTIVE DATE OF THE CONTRACT: The contract shall become effective as of the date the Company notifies the Contractor in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the Company will be the Effective Date of Contract.

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- 2.2 **DURATION OF THE CONTRACT:** - The duration of the Contract shall be as defined in Forwarding letter /SCC. In the event of delay on the part of the Contractor to complete the project within the stipulated period, Liquidated Damage (LD) as per Clause No. 17.0 hereunder will be applicable.
- 2.3 **COMPLETION TIME OF THE CONTRACT:** The completion time of the Contract shall be as defined in Forwarding letter /SCC.
- 3.0 **GENERAL OBLIGATIONS OF CONTRACTOR:** The Contractor shall, in accordance with and subject to the terms and conditions of this Contract:
- 3.1 Perform the work described in the Terms of Reference (Volume-II) in most economic and cost effective way.
- 3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, provide all labour as required to perform the work.
- 3.3 Perform all other obligations, work and services which are required by the terms of this contractor which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 3.4 The Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 3.5 The Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as Company may consider necessary for the proper fulfilling of contractor's obligations under the contract.
- 3.6 The Contractor shall have to bear the responsibility for employment matters and any problem in this regard inclusive of employment of local people and other issues pertaining to the Contractor's operations with Oil India Limited (OIL).
- 3.7 The Contractor shall also have to comply with all types of labour wages rates applicable in Assam and Arunachal Pradesh for unskilled, semi-skilled, skilled and highly skilled labourers employed locally or by the Contractor's sub-Contractors throughout the period of the contract.
- 3.8 The contractor shall pay the wages to the workers engaged under the Contract latest by 10th of each month on regular basis complying to the rates as per the Minimum Wages Act and as notified by the Regional Labour Commissioner (Central), Guwahati from time to time.
- 3.9 The contractor shall issue wages slip every month to each worker as per the Government guidelines and pay the monthly wages to the workers through bank transfer to each individual workers bank account. Contractor must submit the monthly wages Bank statement/wages register statement to the Company along with their invoices.
- 4.0 **GENERAL OBLIGATIONS OF THE COMPANY:** The Company shall, in accordance with and subject to the terms and conditions of this contract:
- 4.1 Pay the Contractor in accordance with terms and conditions of the contract.

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4.2 Allow the Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

4.3 Perform all other obligations required of the Company by the terms of this contract.

5.0 PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR:

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

5.2 The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. Upon Company's written request, the Contractor, entirely at its own expense, shall remove immediately any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the Company.

5.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & from Duliajan/field site, reroute /local boarding, lodging & medical attention etc. The Company shall have no responsibility or liability in this regard. However, the Company shall provide available medical assistance/facilities to the Contractor's Personnel in case of emergency at its own establishment on chargeable basis.

5.4 The Contractor's key personnel shall be fluent in English language (both writing and speaking).



6.0 WARRANTY AND REMEDY OF DEFECTS:

6.1 The Contractor warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/oil field practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance which Company may, from time to time, furnish to the Contractor.

6.2 Should the Company discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilized from site or base camp (if applicable) that the work does not conform to the foregoing warranty, the Contractor shall after receipt of notice from the Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at the Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to the Contractor subject to a maximum of the contract value payable for the defective work which needs corrective action which the Contractor must pay promptly. In case the Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

7.1 The Contractor shall not, without the Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information

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furnished by or on behalf of the Company in connection therewith, to any person other than a person employed by the 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 with prior permission from the Company. However, nothing hereinabove contained shall deprive the Contractor of the right to use or disclose any information:

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

7.2 The Contractor shall not, without the Company's prior written consent, make use of any document or information except for purposes of performing the contract.

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



7.4 During this Contract, the Company and its employees, agents, other contractors, sub-contractors (of any tier) and their employees etc. may be exposed to certain confidential information and data of the Contractor. Such information and data shall be held by the Company, its employees, agents, other contractors, sub-contractors (of any tier) and their employees in the strictest confidence and shall not be disclosed to any other party except on a need to know basis.

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

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



8.0 TAXES:

8.1 Tax levied on the Contractor as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on the

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Contractor's account.

- 8.2 The Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by the Contractor.
- 8.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. Other than the information provided by the Contractor, the Company shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Contractor shall indemnify the Company for all claims, expenses, costs or losses of any nature arising from such inaccuracy. The Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 8.4 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.
- 8.5 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and Company will issue TDS Certificate to the Contractor as per the provisions of Income Tax Act.
- 8.6 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.
- 8.7 Not Used
- 8.8 Not Used
- 8.9 Goods and Services Tax (GST):
 - 8.9.1 In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.
 - 8.9.2 Goods and Services Tax: "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.
 - 8.9.3 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). Supplier of goods/ services providing taxable service shall issue an invoice/ bill, as the case may be as per rules/ regulations of GST. Further, returns and details required to be filled under GST laws should be timely filed by the supplier of goods/services with requisite details.

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8.9.4 GST legislations’ means any or all of the following legislations as may be applicable to the Bidder and OIL:

- (i) The Central Goods & Services Tax Act, 2017;
- (ii) The Integrated Goods & Services Act, 2017;
- (iii) The Union Territory Goods & Services Tax Act, 2017;
- (iv) The Goods & Services Tax (Compensation to States) Act, 2017;
- (v) The respective State Goods & Service Tax Acts’

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

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

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

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

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



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

8.9.9 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.



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

8.9.11 The Contractor 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 Company due to any noncompliance/ delayed compliance by the Contractor 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 Contractor, the Contractor shall be liable to reimburse Company for all such losses and other consequences including, but not limited to the tax loss, interest and



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penalty. Company shall be entitled to recover such amount from the contractor/vendor by way of adjustment from the next invoice, encashment of CPBG/PBG or by way of any other means.

- 8.9.12 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 Company. In the event that the contractor/ vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, Company shall not be liable to make any payment on account of GST against such invoice.
- 8.9.13 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 vendor, Company shall withhold the payment of GST.
- 8.9.14 GST payable under reverse charge for specified services or goods under GST act or rules, if any, shall not be paid to the vendor/contractor but will be directly deposited to the Government by Company.
- 8.9.15 Where Company has the obligation to discharge GST liability under reverse charge mechanism and Company 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 Company with respect to such payments is not available to Company for any reason which is not attributable to Company, then Company shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by Company to Contractor/supplier.
- 8.9.16 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor is denied by the tax authorities to Company for reasons attributable to Contractor/vendor, Company 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, Company 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 Company.
- 8.9.17 TDS under GST, if applicable, shall be deducted from vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the Contractor/vendor.
- 8.9.18 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.
- 8.9.19 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 8.9.20 No variation on account of taxes and duties, statutory or otherwise, shall be payable by Company to Contractor except for GST. Any statutory variation for GST shall be payable up to contractual delivery period (including extended contractual delivery period for the reasons attributable to Company or due to Force Majeure condition) against documentary evidence. In case, input tax credit of GST is available to Company beyond contractual delivery period (including extended contractual delivery period for the reasons attributable to Company or due to Force Majeure condition), the same may be reimbursed by Company. Any reduction in taxes and duties included in the price shall be passed on to Company.

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- 8.9.21 Any claim for arrears on account of statutory variation shall be submitted to company within two [02] months from the date of issue of ‘Government Notification’ towards statutory variation in GST, otherwise such claim may not be entertained. The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 8.9.22 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.
- 8.9.23 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention “Cover under composition system” in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 8.9.24 Company 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 Company is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- (i) GST amount shall be reimbursed to the Supplier at actuals against submission of invoice issued in accordance with the Invoice Rules which prescribe following particulars shall be included in the invoice:
- Name, address and GSTIN of the supplier;
 - A consecutive serial number of the invoice;
 - Date of issue;
 - Name, address and GSTIN or UIN, if registered of the recipient;
 - Name and address of the recipient and the address of the delivery, along with the State and its code,
 - HSN Codes or Accounting Code of services;
 - Description of goods or services;
 - Total value of supply of goods or services;
 - Taxable value of supply of goods or services taking into discount or abatement if any;
 - Rate of tax (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
 - Amount of tax charged in respect of taxable services (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
 - Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
 - Address of the delivery where the same is different from the place of supply;
 - Whether the tax is payable under Reverse Charge basis and
 - Signature or digital signature of the supplier or his authorized representative.
- (ii) In case of any advance as per Purchase order, the Supplier shall issue a GST Invoice containing all the details stated in (i) (a) to (o). Subsequent recoveries/ adjustment of Advance amount shall be separately indicated in the GST Invoice for actual supply of Goods and Services.
- (iii) In case of Price Adjustment for delay in delivery as per GPC/SCC, the Supplier shall offer the Price Reduction amount as a discount to the invoice value containing all the details stated in (i) (a) to (o) for lower incidence of GST.

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- (iii) It's the obligation on the part of Bidder/Contractor/Supplier to discharge his liability by payment of GST to Government of India in cash OR utilization of Input Tax credit in respect of such supply of services through GST Invoice under this Contract, so that Owner will avail Input Tax credit on such supply. In the event that the input tax credit of the GST charged by the Bidder /Contractor/Supplier is denied by the tax authorities to Owner due to reasons attributable to Bidder/Vendor/Supplier, Owner shall be entitled to recover such amount from the Bidder/ Vendor/Supplier by way of adjustment from the next invoice or from Bank Guarantee. In addition to the amount of GST, Owner shall also be entitled to recover interest and penalty, in case same is imposed by the tax authorities on Owner.

8.10 NOT USED

8.11 ANTI-PROFITEERING CLAUSE

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



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

8.12 NEW TAXES & DUTIES

All new taxes/duties/cess /levies notified after the date of un-priced bid opening/ submission of any subsequent price implication/ revised prices, but within delivery period/extended delivery period (by Company due to reason attributable to Company or due to Force Majeure condition), shall be to Company's account. These shall be reimbursed against documentary evidence. However, in case of delay attributable to supplier, any new or additional taxes and duties including statutory variations imposed after Time for Completion, as above, shall be to supplier's account, however, any decrease in the taxes and duties shall be passed on to the owner.

8.13 GENERAL

- (i) The benefit of any Tax exemption, concessions, rebate or any other incentives available when the Contractor or its Sub Contractors are performing their obligations under the Purchase Order, shall be passed on to Company.
- (ii) If Company is not able to avail the credit of CGST & SGST/IGST, partially or entirely because the Supplier issued a defective invoice or failed to produce the requisite documents, then the Contractor shall immediately indemnify Company for such loss of Tax credit which would be otherwise available to Company. Company, in such case, may, in its sole discretion, decide to recover such loss by way of deduction from payment due to the Supplier or invoking the CPBG/PBG.
- (iii) Any error of interpretation of applicability of taxes/ duties by the supplier shall be to supplier's account.
- (iv) The classification of goods as per GST should be correctly done by the supplier to ensure that (Input Tax Credit) ITC benefit is not lost to the Company on account of any error on the part of the Company.



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- (v) Cutting/ white fluid/overwriting is not allowed in the Invoice.
- (vi) Contractor GST related information should be provided along with the bid in the Performa P.

9.0 INSURANCE:

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

- 9.1 The Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of the Company against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of the Contract shall be that of the Contractor alone. The Contractor's failure in this regard shall not relieve him or any of his responsibilities & obligations under the Contract. Any loss or damage to the equipment, during ocean transportation, port/custom clearance, inland & port handling, inland transportation, storage, erection and commissioning till such time the work is taken over by the Company, shall be to the account of the Contractor. The Contractor shall be responsible for preferring of all claims & make good for the damage or loss by way of repairs and/or replacement of the parts of the work damaged or lost. The Contractor shall provide the Company with a copy of all insurance policies & documents taken out by him in pursuance of the Contract. Such copies of document shall be submitted to the Company immediately upon the Contractor having taken such insurance coverage. The Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time. Statutory clearances, if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/or during erection, shall be made available by the Company. The Contractor shall, however, be responsible for obtaining requisite licenses, port clearances and other formalities relating to such import. The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk [during ocean transportation only], etc. The scope of such insurance shall cover the entire value of supplies of equipment, plants and materials to be imported from time to time. All costs on account of insurance liabilities covered under Contract will be to the Contractor's account and will be included in Value of the Contract. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in value of the Contract to the extent of reduced premium amounts. The Contractor as far as possible shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation.
- 9.2 The Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:
 - a) Employees' compensation insurance as required by the laws of the country of origin of the employee.
 - b) The Company's Liability Insurance as required by law in the country of origin of employee.

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- c) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of the Contractor required to fulfill the provisions under this contract.
- d) The Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
- f) Public Liability Insurance as required under Public Liability Insurance Act 1991.

9.3 Any deductible set forth in any of the above insurance shall be borne by the Contractor.

9.4 The Contractor shall furnish to the Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.

9.5 If any of the above policies expire or are cancelled during the term of this contract and the Contractor fails for any reason to renew such policies, then the Company at its discretion may renew/replace same and charge the cost thereof to the Contractor. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of the Contractor.

9.6 The Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as the Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.



9.7 All insurance taken out by the Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by the Contractor under this Contract.

9.8 Deductible: That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the Contractor.

10.0 CHANGES:

10.1 During the performance of the work, the Company may make minor change to take care of any supplementary work 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. The Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.

10.2 If any changes result in an increase in compensation due to the Contractor or in a credit due to the Company, the Contractor shall submit to the Company an estimate of the amount of such compensation or credit in a form prescribed by the Company. Upon review of the Contractor's estimate, the Company 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

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credit for the change. If the Contractor disagrees with compensation or credit set forth in the Change Order, the Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with **Clause 13.0** hereunder. The Contractor's performance of the work as changed will not prejudice the Contractor's request for additional compensation for work performed under the Change Order.

11.0 FORCE MAJEURE:

- 11.1 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 for the period during which such cause lasts. The word Force Majeure' as employed here in 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) acts of government of the two parties, which makes performance impossible or impracticable 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.
- 11.2 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 72 (Seventy Hours) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim. Time for performance of the relative obligations suspended by the force majeure shall then be extended by the period for which such cause lasts.
- 11.3 Should 'force majeure' condition as stated above occurs and should the same be notified within Seventy-Two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

12.0 TERMINATION:

12.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):

This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract or the extension period, if exercised by the Company under the provision of the Contract.

12.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:



Either party shall have the right to terminate this Contract on account of Force Majeure in case the Force Majeure as set forth in Para 11.0 above.

12.3 TERMINATION ON ACCOUNT OF INSOLVENCY:

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

12.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:

If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details

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the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days' notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

12.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:

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

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

12.7 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 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract upto the date of termination including the De-mob cost, if any.

12.8 CONSEQUENCES OF TERMINATION:

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

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



12.10 In the event of termination of contract, the 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.

13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

13.1 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 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:

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

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 pendent-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)
UptoRs. 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

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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.

13.2 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 13.1 & 13.2 will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

14.0 NOTICES:

- 14.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below:

Company

- a) **For contractual matters**
GM (Projects-C&P)
Projects Department
OIL INDIA LIMITED
PO DULIAJAN – 786602
ASSAM, INDIA
E-mail: prodproj@oilindia.in



- b) **For technical matters**
GM(Projects)
Projects Department
OIL INDIA LIMITED
PO-Duliajan – 786602,
Assam, India.
Email: prodproj@oilindia.in

- c) **Contractor:**

Fax:

E-mail:

- 14.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.



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15.0 SUBCONTRACTING / ASSIGNMENT:

- 15.1 The Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract to any third party(ies). Except for the main services under this contract, the Contractor may sub-contract the petty support services subject to Company's prior approval. However, the Contractor shall be fully responsible for complete execution and performance of the services under this Contract.
- 15.3 If against an order placed by OIL, successful bidder(s) (other than Micro/Small Enterprise) is procuring materials/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar Memorandum any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority /Engineer-in-Charge the details like Name, Registration No., Address, Contact No. details of material and value of procurement made, etc. of such enterprises shall be furnished by the Contractor at the time of submission of invoice/bill.
- 15.4 Where the Owner/OIL consents in writing to sub-contracting, the sub-contracting shall not act as a waiver of any of the contractor's liability or obligation under the contract and the contractor shall be responsible for the acts, defaults and neglects of any sub- contractor or its workmen. Sub-contracting shall not create any contractual relationship between sub-contractor and the company.

16.0 MISCELLANEOUS PROVISIONS:

- 16.1 The 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.
- 16.2 The 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 the Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.
- 16.3 During the tenure of the Contract, the Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, the Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.
- 16.4 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.

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17.0 PRICE ADJUSTMENT FOR DELAY IN MOBILISATION AND COMPLETION:

17.1 As per SCC clause no. 32

17.2 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY COMPLETION OF PROJECT:

- 17.2.1 In the event of the Contractor's default in timely completion of the project under the provision of this contract, the Contractor shall be liable to pay liquidated damages at the rate of 0.5% of the total contract value per week or part thereof of delay subject to a maximum of 7.5%. The Company may without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any amount due to the Contractor.
- 17.2.3 Both the Contractor and the Company agree that the above percentage of Liquidated damage is a genuine pre-estimate of the loss/damage which will be suffered by the Company on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever. Discussion of the company in the matter of applicability of LD shall be final and binding to the contractor.
- 17.2.4 The applicable GST on the LD shall have to be borne by the contractor. Accordingly, the liquidated damages shall be recovered from the contractor along with applicable GST.
- 17.2.5 The Company also reserves the right to cancel the contract without any compensation whatsoever in case of failure to adhere to the mobilisation schedule of the contract.

18.0 PERFORMANCE SECURITY:



The Contractor has to furnished to the Company a Bank Guarantee No. _____ dated _____ issued by _____ for _____ (being 10% of the Total Contract Price) with validity of 90 (ninety) days beyond the contract period / defect liability period whichever is later. The Performance Security shall be payable to the Company as compensation for any loss resulting from the Contractor's failure to fulfil their obligations under the Contract. In the event of extension of the Contractual period, the validity of the Bank Guarantee shall be suitably extended by the Contractor. The Bank Guarantee will be discharged by the Company not later than 30 days following its expiry.

19.0 ASSOCIATION OF COMPANY'S PERSONNEL:

The Company's engineer will be associated with the work throughout the operations. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and provide the Company with a standard of work customarily provided by reputed Contractors to major international oil companies in the petroleum industry.



20.0 LABOUR:

The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. The facilities to be given to the labourers should conform to the provisions of labour laws as per contract Labour (Regulation and Abolition) Act, 1970.

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21.0 LIABILITY:

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

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agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

- 21.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against the Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

22.0 LIMITATION OF LIABILITY:

Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and / or criminal acts,

- (a) Neither the Contractor nor the Company shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.
- (b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed 50% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.



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

23.0 INDEMNITY AGREEMENT:

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

24.0 INDEMNITY APPLICATION:

The indemnities given herein above, whether given by the Company or the Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage,

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liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

25.0 SET-OFF:

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

26.0 WITHHOLDING:

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



- a) For non-completion of jobs assigned as per Section-II.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-Contractor of the Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against the Contractor.
- e) Failure of the Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- f) Failure of the Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another the Contractor of the Company.
- h) All claims against the Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by the Contractor to fully reimburse the Company under any of the indemnification provisions of this Contract. If, during the progress of the work the Contractor shall allow any indebtedness to accrue for which the Company, under any circumstances in the opinion of the Company may be primarily or contingently liable or ultimately responsible and the Contractor shall, within five days after demand is made by the Company, fail to pay and discharge such indebtedness, then the Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to the Contractor, a sum equal to the amount of such unpaid indebtedness.

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

- i) Order issued by a Court of Law in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of the Contractor which by any law prevalent from time to time to be discharged by the Company in the event of the Contractor's failure to adhere to such laws.
- iv) Any payment due from the Contractor in respect of unauthorised imports.

When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so with-hold.

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

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27.0 APPLICABLE LAW:



- 27.1 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 Dibrugarh/Guwahati.
- 27.2 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, 1984
 - 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 there under
 - 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 AGST Act, WB & Bihar GST Act
 - l) Service Tax Act
 - m) Customs & Excise Act & Rules
 - n) Environmental Protection Act
 - o) Public Liability Act
- 27.3 The Contractor shall not make the Company liable to reimburse the Contractor to the statutory increase in the wage rates of the contract labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract labour shall be borne by the Contractor.

28.0 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 measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records with major items consumed, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorised employees and representatives.



The Contractor shall provide the Company designated representatives with a daily written report, on form prescribed by the Company showing details of operations during the preceding 24 hours and any other information requested by the Company whenever so requested. The Contractor shall not, without the Company's written consent allow any third person(s) access to the said survey, or give out to any third person information in connection therewith.

The designated key person shall work as competent person on behalf of Installation Manager (Company representative) and shall be responsible for compliance of all safety rules and practices. Contractor shall maintain all records pertaining to safety regulation as per instruction of Company and shall update regularly for inspection by Mines authority time to time at site.

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29.0 SUBSEQUENTLY ENACTED LAWS:

- 29.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this Contract and which results in increased/decreased cost of the works under the Contract through increased/decreased liability of taxes, (other than personnel and Corporate taxes), duties, the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the Company/Contractor as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by Company) & the courts wherever levy of such taxes/duties are disputed by Company/Contractor.
- 29.2 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the contractor's account, where delay in completion /mobilization period is attributable to the Contractor. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on input services / inputs) after the contractual completion/mobilization date will be to Company's account.
- 29.3 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the Contractor in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, Company will have no liability to reimburse/pay to the Contractor the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, Company will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 29.4 Notwithstanding the provision contained in clause 29.1 to 29.2 above, the Company shall not bear any liability in respect of:
- i. Personal taxes on the personnel deployed by Contractor, his sub-contractor / sub-sub-contractors and Agents etc.
 - ii. Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.
 - iii. Other taxes & duties including Customs Duty, Excise Duty and GST in addition to new taxes etc. in respect of sub-contractors, Contractors, agents etc. of the Contractor.
- 29.5 In order to ascertain the net impact of the revisions/enactment of various provisions of taxes / duties, the Contractor is liable to provide following disclosure to Company:
- i. Details of each of the input services used in relation to providing service to Company including estimated monthly value of input service and GST amount.
 - ii. Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.

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30.0 ROYALTY AND PATENTS:

If any material used or methods or processes practiced or employed in the manufacture of items to conform with the requirements of the contract is/are covered by a patent(s) in respect of which contractor is not licensed, the contractor shall, before using the material, method or process, as the case may be, obtain such license(s) and pay such royalty(ies) and license- fee(s) as may be necessary

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

31.0 WAIVER:



Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.

32.0 CONSEQUENTIAL DAMAGE:

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

33.0 POLLUTION AND CONTAMINATION:



- 33.1 The Contractor shall be liable for all surface pollution to the extent caused by the Contractor and resulting from spillage or dumping of solvents/additive substances or pollutants which the Contractor brings to the site for use in connection with Work to be performed under this Contract.
- 33.2 Pursuant to Clause 32.1 above, the Company agrees that the Contractor shall not be responsible for and the Company shall indemnify and hold the Contractor, its agent, servants, officers and employees harmless from any liability, loss, cost or expense for loss or damage from pollution or contamination arising out of or resulting from any of the Contractor's services/operations unless such pollution or contamination is caused by the Contractor's Gross Negligence.
- 33.3 Notwithstanding anything to the contrary contained herein, it is agreed that the Company shall release, indemnify and hold the Contractor and its sub-contractors harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for:
 - a) Damage to or loss of any reservoir or producing formation; and/ or
 - b) Damage to or loss of any well; and/ or
 - c) Any other subsurface damage or loss; and/ or
 - d) Any property damage or loss or personal injury or death arising out of or in connection with a

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blowout, fire explosion and loss of well control regardless of cause.

- 33.4 Contractor shall assume all responsibility and liability for all other pollution or contamination, howsoever caused including control and removal of same, which may occur during the term of or arising out of this contract and shall indemnify Company from and against all claims, demands and causes of action of every kind and character arising from said pollution or contamination. However, settlement of claims against noise pollution/water pollution arising out of Company's equipment shall be the responsibility of Company, if the said pollution is not caused due to negligence of Contractor. Otherwise the claims shall have to be settled by the Contractor. Contractor at all times shall try to minimize water and noise pollution arising out of Company's equipment.
- 33.5 In the event a third party commits an act of omission which results in pollution or contamination for which either the Contractor or Company, by whom such party is performing work is held to be legally liable, the responsibility shall be considered as between Contractor and Company, regardless of the party for whom the job was performed and liability as set forth in 33.1, 33.2, 33.3 and 33.4 above would be specifically applied

END OF PART –III SECTION I
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VOLUME-I PART-III SECTION II-A



SPECIAL CONDITIONS OF CONTRACT (SCC)

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1. GENERAL

DEFINITIONS

- 1.1. In addition to meaning ascribed to certain capitalized terms in Section III “GCC - WORKS”, following initial capitalized terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in Section III “GCC”, the meaning ascribed to such term hereunder shall prevail:
- 1.1.1. Definitions
- Effective date : shall mean the date on which Contractor’s obligations will commence and that will be date of issuance of Fax of Acceptance/Letter of award.
- 1.2 Special Conditions of Contract shall be read in Conjunction with the General conditions of Contract, specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires.
- 1.3 Notwithstanding the sub-division of the contract documents into separate sections and volumes, every part of each shall be deemed to be supplementary to and Complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.4 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless at different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.5 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.6 The material, design, and workmanship shall satisfy the relevant Indian Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.7 In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:
- i) Contract Agreement
 - ii) Detailed Letter of Acceptance along with Statement of Agreed Variations.
 - iii) Fax / Letter of Intent / Fax of Acceptance/Letter of Award.
 - iv) Schedule of Rates as enclosures to Letter of Acceptance.
 - v) Job / Particular Specifications.
 - vi) Drawings
 - vii) Technical / Material Specifications.
 - viii) Special Conditions of contract.

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- ix) Instruction to Bidders
- x) General Conditions of Contract.
- xi) Indian Standards
- xii) Other applicable Standards

1.8 It will be the Contractors responsibility to bring to the notice of Engineer-in-Charge any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference which the conflict exists.

1.9 In the absence of any Specifications covering any material, design of work s) the same shall be performed/ supplies/ executed in accordance with Standard Engineering Practice as per the instructions directions of the Engineer-in-Charge, which will be binding on the Contractor.

1.10 **DEFINITIONS / NOTES**

1.10.1 The terms 'Bidder', 'Contractor', 'Seller', 'Supplier' or 'Vendor' stated anywhere in the Bid Document carry the same meaning.

1.10.2 The terms 'Client', 'Owner', 'Purchaser', 'Employer' stated anywhere in the Bid Document refer to Oil India Limited (OIL).

1.10.3 The terms 'PMC', 'Consultant' shall mean MECON Limited.

1.10.4 The term 'Contract', 'Order' stated anywhere in the Bid Document carry the same meaning.

1.10.5 Any reference to the Govt. Acts / Regulations etc. in the Bid Document is only indicative, and it is entirely for the Bidder to ascertain the applicable Acts/Regulations.

1.10.6 The term "Engineer In-charge (EIC)" shall mean Resident Construction Manager (RCM) of PMC.

1.10.7 The term "Office In-charge (OIC)" shall mean Construction In-charge of Owner.



2.0 **SCOPE OF WORK & SCOPE OF SUPPLY**

2.1 The detailed scope of work shall be as specified in Technical Volume II of II & tender / addendum / corrigendum document. It is however, explicitly understood that scope described is not limiting, in far as the responsibilities of the contractor are concerned and shall include, interaiaa, carrying out any and all works and providing any and all facilities as are required to complete the works in all respect.

3.0 **SUPPLY OF WATER, POWER & OTHER UTILITIES**

3.1 **VOID**

3.1.1 The Contractor shall be responsible at his own cost for arranging and providing all the required Water, Power, land required for storage (covered) facility and other utilities if any, in the quantities and at the times required for performance of work under the contract. The contract price shall be deemed to include all costs towards the same. The Owner/Consultant shall not supply water, power and other utilities.

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- 3.1.2 Contractor shall, if required by him, for the entire duration of the execution of the work. make available near the site, land for construction of Contractors office, warehouse, Workshops and for any purpose in connection with providing infrastructure required for the execution of the Contract, The Contractor shall at his own cost construct all temporary buildings and provide suitable water supply and sanitary arrangement as required. On completion of the work undertaken by the Contractor, he shall remove all temporary works erected by him and have the site cleared as directed by Engineer-in-Charge. If the Contractor shall fail to comply with these requirements, the Engineer-in-Charge, may at the expense of the Contractor remove such surplus and rubbish materials and dispose off the same as he deems fit and get the site cleared as aforesaid, and the Contractor shall forthwith pay the amount of all expenses so incurred and shall no claims in respect of any such surplus material disposed of as aforesaid.

4.0 **COMPLETION SCHEDULE / COMPLETION PERIOD**

- 4.1 The work shall be executed strictly as per completion schedule / completion period given in **Annexure-1 to SCC** in the bidding document.
- 4.2 A joint programme of execution of work will be prepared by the Engineer-in-Charge and the Contractor. This programme will take into account the time of completion mentioned above.
- 4.3 Monthly/weekly construction programme will be drawn up by Engineer-in-Charge jointly with the contractor based on availability of work fronts and the joint construction programmes as above clause. The Contractor shall scrupulously adhere to these Targets/Programme by deploying adequate personnel, construction tools & tackles and shall also supply all materials of his scope of supply in good time to achieve the targets set out in the weekly and monthly programme. In all matters concerning the extent of targets set out in the weekly and achievements, the decision of the Engineer-in-Charge shall be final and binding on the contractor.
- 4.4 If the Contractor fails to achieve the targeted progress schedule of each month as mentioned in the bidding document, the Employer/Consultant at its option, may terminate the contract as contractor's default and get the work completed from other sources at contractor's risk & cost.
- 4.5 Contractor shall give every day report on category wise labour and equipment deployed along with the progress of work done on previous day in the proforma prescribed by the Engineer-in-Charge.
- 4.6 The contractor shall submit fortnightly report covering all major activities indicating schedule / actual progress, slippages & its reasons and catch up plan.
- 4.7 The Bidder shall also consider local labour / Trade unionism in the state while quoting. No waiver shall be attributable to the stoppage due to union activities & due to the influence of trade unionism and adverse weather conditions.

Note:

1. The completion schedule shall be reckoned from date of award of contract, which shall be the date of issue of Fax of Acceptance.
2. The completion schedule is for all the works including Commissioning of Permanent Cathodic Protection System, Interference Surveys and Implementation of mitigation measures

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for Cathodic Protection System in all respects as per specifications, codes, drawings and instructions of Engineer-in-Charge.

5.0 **DRAWINGS AND DOCUMENTS**

- 5.1 The drawings accompanying the bid document (if any) are of indicative nature and issued for bidding purpose only. Purpose of these drawing is to enable the bidder to make an offer in line with the requirements of the Employer/Consultant. However no extra claim whatsoever, shall be entertained for variation in the "Approved for Construction" and "Bid document drawings" regarding any changes/units. Construction shall be as per drawings/specifications issued/approved by the Engineer-in-Charge during the course of execution of work. Detailed construction drawings (wherever required) on the basis of which actual execution of work is to proceed will be prepared by the contractor.
- 5.2 The drawings and documents to be submitted by the Contractor to Employer/Consultant after award of the work as per the requirements enlisted in the bidding document shall be for Employer/Consultant's review, information and record. The Contractor shall ensure that drawings and documents submitted to Employer/Consultant are accompanied by relevant calculations, data as required and essential for review of the document/ drawings. MECON shall review the drawings/ documents within two weeks from the date of submission provided the same are accompanied by relevant calculations, data as required and essential for review.
- 5.3 All documents and drawings including those of Contractors sub-vendor's manufacturer's etc. shall be submitted to Employer/Consultant after having been fully vetted in detail, approved and co-opted by the Contractor & shall bear Contractor seal/ certifications to this effect. All documents/drawings & submissions made to Employer/Consultant without compliance to this requirement will not be acceptable and the delay & liability owing to this shall be to the Contractor's account.
- 5.4 The review of documents and drawings by Employer/Consultant shall not absolve Contractor from his responsibility to meet the requirements of specifications, drawings etc. and liabilities for mistakes and deviations. Upon receiving the comments on the drawing/documents reviewed by Employer/Consultant, Contractor shall incorporate the comments as required and ensure their compliance.
- 5.5 Copies of all detailed working drawing relating to the works shall be kept at the contractors' office at the site and shall be made available to the Engineer-in-charge/ Employer/Consultant at any time during execution of the contract. However no extra claim what so ever shall be entertained for any variation in the "approved/issued for construction drawings" and "tender drawings" regarding any changes/units unless otherwise agreed.
- 5.6 The Contractor shall rectify any inaccuracies, errors and non-compliance to contractual requirements. Any delay occurring on this shall not construe a reason for delay/ extension.

6.0 **COMPLIANCE WITH LAWS**

- 6.1 The Contractor shall abide by all applicable rules, regulations, statutes, laws governing the performance of works in India, including but not limited to the following:
 - i) Contract Labour (Regulation & Abolition) Act 1970 & the centre rules, 1971 framed there under.
 - ii) Payment of Wages Act.

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- iii) Minimum Wages Act.
- iv) Employer's Liability Act.
- v) Factory Act.
- vi) Apprentices Act.
- vii) Workman's Compensation Act.
- viii) Industrial Dispute Act.
- ix) Environment Protection Act.
- x) Wild life Act.
- xi) Maritime Act.
- xii) Any other Statute, Act, Law as may be applicable.
- xiii) PNGRB Act.

7.0 **GOVERNMENT OF INDIA NOT LIABLE**

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

8.0 **DELETED**



9.0 **LIMITATION OF LIABILITY**

- 9.1 The final payment by the Owner/ Consultant in pursuance of the Contract terms shall not mean release of the Contractor from all of his liabilities under the Contract. The Contractor shall be liable and committed under this contract to fulfill all his liabilities and responsibilities, till the time of release of contract performance guarantee by the Owner/ Consultant.
- 9.2 Notwithstanding anything contrary contained herein, the aggregate total liability of Contractor under the Contract or otherwise shall be limited to **50% of Contract value**. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profit or loss of production.

10.0 **CONTRACT PERFORMANCE GUARANTEE**

As per Forwarding Letter & ITB

11.0 to 20.0 stands deleted

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21.0 INTELLECTUAL PROPERTY

- 21.1 Neither Employer/Consultant nor Contractor nor their personnel, agents nor any subcontractor shall divulge to any one (other than persons designated by the party disclosing the information) any information designated in writing as confidential and obtained from the disclosing party during the course of execution of the works so long as and to the extent that the information has not become part of the public domain. This obligation does not apply to information furnished or made known to the recipient of the information without restriction as to its use by third parties or which was in recipient's possession at the time of disclosure by the disclosing party. Upon completion of the works or in the event of termination pursuant to the provisions of the contract, Contractor shall immediately return to Employer/Consultant all drawings, plans, specifications and other documents supplied to the Contractor by or on behalf of Employer/Consultant or prepared by the Contractor solely for the purpose of the performance of the works, including all copies made thereof by the Contractor.

22.0 FIRM PRICE

- 22.1 The quoted prices shall be firm and shall not be subject to price escalation till the work is completed in all respects.

23.0 WORKS CONTRACT

- 23.1 The work covered under this contract shall be treated as “Works Contract”.



24.0 PROVIDENT FUND ACT

- 24.1 The Contractor shall strictly comply with the provisions of Employees Provident Fund Act and register them with RPFC before commencing work. The Contractor shall deposit Employees and Employers contributions to the RPFC every month. The Contractor shall furnish along with each running bill, the challan receipt for the payment made to RPFC for the preceding months.



25.0 DELETED

26.0 CHANGE ORDERS /EXTRA WORKS/ DEVIATIONS

- 26.1 A change order will be initiated in case:
- i) The Owner/Consultant directs the Contractor to include any addition to the scope of work not covered under this Contract or delete any Work included in the scope of work under the contract.
 - ii) Contractor requests to delete any part of the work which will not adversely affect the operational capabilities of the project and if agreed by the Owner / Consultant and for which cost and time benefits shall be passed on to the Owner / Consultant.
- 26.2 Any changes required by the Owner / Consultant before giving their approval to detailed procedure or any other document relating to material procurement, layout plans etc. for complying with the requirements of bidding document shall not be construed to be a change in the scope of work under the contract.

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- 26.3 Any change order as above comprising an alteration which involves a change in the cost of works (which sort of alteration is hereinafter called a "Variation") shall have impact on the contract value that shall be dealt towards end of contract. All change orders shall be approved by the Engineer-In-Charge.
- 26.4 If the Contract provides applicable rates for the valuation of the variation in question the contract price shall be increased or decreased in accordance with those rates. If the parties agree that the contract does not contain applicable rates then the parties shall negotiate a revision of the contract price which shall represent the change in cost of the works caused by the variations. Any change order must be duly approved by the Owner Consultant in writing.
- 26.5 If there is a difference in opinion between the Contractor and the Owner / Consultant whether a particular work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in para 26.7.8 and 26.7.9 here below.
- 26.6 Within 10 (Ten) working days of receiving the comments from the Owner / Consultant on the documents submitted by the Contractor for approval, the Contractors response in writing stating which item(s) is are potential change(s), if applicable, will be submitted to the Owner/Consultant.
- 26.7 Procedure
- 26.7.1 During execution of work if the Contractor observes that any new requirements which is not specific or intended in the bidding document has been indicated by Owner / Consultant, they shall discuss the matter with Owner / Consultants representatives.
- 26.7.2 In case such requirement arises from the side of the Contractor they would also discuss the matter with Owner / Consultants Representative.
- 26.7.3 In either of the two cases above, the representatives of both the parties shall discuss the project requirement and mutually decide whether the project requirement constitutes a change order.
- 26.7.4 If it is mutually agreed that the project requirement inquiry constitutes a "Change Order" then a joint memorandum will be prepared to confirm a "Change Order" and basic ideas of necessary agreed modifications.
- 26.7.5 Contractor will study the work required in accordance with the Joint memorandum and assess subsequent schedule and cost effect if any.
- 26.7.6 The results of this study would be discussed mutually to enable Owner / Consultant to give a final decision whether Contractor should proceed with the Change Order or not, in the best interest of the Project.
- 26.7.7 If Owner/Consultants representative accepts the change order in writing then Contractor shall proceed the work stipulated in the Change order. Time worked by all workmen employed and a statement showing the description and quantity of all materials and plant utilized for extra work shall be submitted to Owner / Consultant. The Owner / Consultant's representative shall sign and return to the Contactor the statement, as agreed. At the end of each month the Contractor shall deliver to the Owner / Consultants representative a priced statement of the labour, materials and plant used. Whenever any dispute arises as to cost allocation between the Contractor and the Owner / Consultant, the voucher shall nevertheless be signed by the

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Owner / Consultant as a record of time worked and materials used. List and vouchers so signed will be subject of negotiations between the Owner / Consultant and the Contractor regarding their cost allocation.

- 26.7.8 In case, mutual agreement as above that is whether Project Requirement constitutes a . change order or not, reached, then Contractor, in the interest of the project, shall take up the implementation of the work, if advised in writing to do so by Owner / Consultants representative pending settlement between the two parties to the effect whether the Project Requirement constitutes a change order or not as per the terms and conditions of Contract Documents.
- 26.7.9 The time and cost effect in such a case shall be mutually verified for the purpose of record. Should it be established that the said work constitutes a Change Order, the same shall be compensated taking into account the records kept and in accordance with the contract.
- 26.7.10 Should the amount of Extra Work / Change Order, if any, which the Contractor may be required to perform by the Owner / Consultant, fairly entitles the Contractor to extensions of time beyond the scheduled completion date for completion of either the whole of the work or for such Extra Work only the Owner/ Consultant and the Contractor shall mutually discuss and decide the extension of time, if any to be granted to the Contractor.

27.0 CONSTRUCTION EQUIPMENT AND ORGANIZATION

27.1 CONSTRUCTION EQUIPMENT:

- 27.1.1 The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy construction equipments and tools & tackles and shall augment the same as decided by the Engineer-in-Charge depending on the exigencies of the work so as to complete all works within the contracted time schedule and without any additional cost to Employer. No construction equipment shall be supplied by the Employer. Minimum construction equipments for individual part as specified in the Bidding Document at **Annexure-8 to SCC**.



- 27.1.2 The Employer/Consultant shall not supply any Construction Equipment.

27.2 SITE ORGANIZATION

- 27.1.7 Subject to the provisions in the contract document and without prejudice to Contractor's liabilities and responsibilities to provide adequate qualified skilled, semi skilled and unskilled personnel on the work, contractor shall deploy supervisory personnel as specified in this SCC and augment the same as decided by the Engineer-in-Charge depending upon the site requirement & the exigencies of work so as to complete all works within the contracted time schedule and without any additional cost to Employer.

Qualification and experience of Key Supervisory Personnel to be deployed for this work as given in bid document. Contractor shall submit bio-data of Key Supervisory Personnel meeting the requirement as given in bid document will be reviewed and approved by Engineer-in charge

Bidder shall meet the requirement regarding deployment of minimum manpower for individual Parts/Priority as specified in the bidding document as per **Annexure-9 to SCC** for PCP work. Bidder shall also submit their compliance for deployment of manpower along with

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the bid. Qualification and Experience of key construction personnel shall be as mentioned in Scope of work.

27.3 Schedule of Labour & Equipment Rates

27.3.1 Hiring / Recovery Rate for Deployment of Manpower attached as **Annexure-10** to SCC shall be used for analyzing rates for extra items and recovery for non- deployment of manpower.

27.3.2 Equipment Hiring / Recovery Rates attached as **Annexure-11** to SCC shall be used for analyzing rates for extra items and recovery for non-deployment of equipment.

28.0 MECHANISED CONSTRUCTION

28.1 Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule adopt as far as practicable, mechanized construction techniques for major site activities. Contractor agrees that he will deploy the required numbers and types of the plant & machinery applicable for different activities in consultation with the Engineer-in-charge during execution of works.

28.2 Contractor further agrees that Contract price is inclusive of all the associated costs, which he may incur for actual mobilization, required in respect of use of mechanised construction techniques and that the Employer/Consultant/Consultant in this regard shall entertain no claim whatsoever.

29.0 GENERAL GUIDELINES DURING AND BEFORE ERECTION

29.1 INSTALLATION/ERECTION OF PCP SYSTEM



29.1.1 All the installation/erection shall be carried out by suitable capacity equipments & machines with all applicable safety measures. The contractor shall arrange for all equipments & machines of suitable capacity required for installation/erection of PCP equipments and contract price deemed to be included for the same in respective items without any liability on the part of Employer/Consultant.

29.1.2 Bidder shall submit erection & installation procedures, various procedures for PCP system, schemes, drawings & documents for PCP system.

30.0 CONSTRUCTION RIGHT –OF –USE AND PERMITS:



30.1 The Owner shall provide to the Contractor free of cost the construction right-of-use for the pipeline and permissions and permits (if any) necessary to lay the pipeline, laying of optical fiber cable as governed by clauses defined elsewhere in the bidding document.

30.2 The contractor shall at his own cost and initiative shall obtain all other permissions, permits and licenses necessary for the performance of the work shall be obtained by the Contractor at his own cost and initiative. Insofar as any such permission, permit or license required for the performance of the work by the contractor can only be granted at the request or recommendation of the Owner/Consultant, the Owner shall at the request of the Contractor, provide recommendatory letters to the contractor to obtain or procure the same. The contractor shall not, however, be entitled to any additional compensation over and above contracted rates of services for any hardship or increased cost caused by any idleness, suspension or disruption of work or any other account whatsoever as a result of the inability

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of the contractor to obtain the permission(s), permit(s), license(s) aforesaid to match with the progress of the work nor shall the same constitute a ground for extension of time.

- 30.3 The Owner / Consultant does not warrant that the right-of-use shall be suitable at all locations for use and/or movement of vessels and mechanical and other equipment of the Contractor, and the Contractor shall be responsible at his own cost and initiative to innovate at site and adopt suitable means to perform the work in any particular circumstances as may be encountered. The Contractor shall not be entitled to any compensation beyond the price of services for any hardship or increased cost caused by the pipeline being routed in the tidal zone or adjacent to or across any pipeline, highway, road, dyke, lake, river, stream, land and other water channel or course, swamp or marsh, telephones, telegraph and electric power lines, cables, poles and wires, sewers, drains, embankments, cliffs or other obstacles whatsoever which may be physically or otherwise, in any manner restrict or limit the use of Contractor's vessels, machinery or equipment or necessitate additional precautions and/or works to lay the pipeline or necessitate the use of special methods of construction and/or employment of manual processes, all such contingencies and restrictive features being deemed to have been recognized by the contractor and provided for in the price of services.
- 30.4 The contractor shall notify the Employer/Consultant the probable date of commencement of work at ROU/ROW site at least two (2) weeks in advance to enable the Employer/Consultant to arrange handing over of the ROU//ROW/site on the date requested. Should contractor fail in such notification, the Employer/Consultant shall not be liable for any claim by Contractor, of whatsoever nature, for delay in the availability of a ROU site.
- 30.5 The Employer shall endeavour to procure the right-of-use for the entire pipeline in advance of the commencement of the work by the Contractor for the construction of the pipeline. Should, however, this not be possible, the Contractor shall commence work in respect of the section or sections of the pipelines for which the right-of-use has, for the time being, been acquired. If necessary, because of any problem or difficulty concerning the right-of-use, or the procurement thereof in any section or sections due to the existence of any unforeseen or force majeure conditions covering at any location/section or sections of the pipeline right-of-use, the Contractor shall within the scope of the work and without entitlement to additional compensation therefore forthwith proceed to the next possible point of its continuance, in respect of which right-of-use exists and/or in which the construction work can be continued, and shall move in the opposite direction, if necessary.
- 30.6 The Employer shall likewise endeavour to procure the permits/licenses required to be procured by the Employer under the contract sufficiently in advance to enable the contractor to continue movement of the spread in the same direction. Should, however, for any cause such permission/license not be available in time to match the progress of the work, the Contractor shall forthwith within the scope of work and without entitlement to additional compensation therefore forthwith proceed with the work at the next possible point of its continuance, including movement of the spread in the opposite direction, if necessary.
- 30.7 Owner shall acquire the Right of Use for laying pipeline under P&MP Act. 1962 & copy of the 3(1) & 6(1) Gazette notifications under the said alongwith the related documents shall be handed over to the contractor & ROU shall deemed be handed over to the contractor for carrying out the further activities. Owner shall also issue cadastral maps for accurate marking of fields for opening of ROU. Contractor shall deploy specialized manpower to survey & mark the ROU for verification of fields. Contractor shall also deploy his representative in the Panchnama team of the owner. The crop / land compensations as applicable as per the PMP Act. shall be arranged by owner progressively. Contractor shall also deploy their lisioning

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person alongwith owner representative to coordinate with the farmers / land owners for all ROU related issues / hindrances during the opening & construction phase of ROU. Contractor may seek the help of local authorities in case of unlawful hindrances. Contractor shall also deploy adequate equipments and manpower to open the ROU and shall keep the equipments in ready conditions to open ROU during the Panchnama or as & when directed by owner. All such contingencies and restrictive features being deemed to have recognized by the contractor and provided for in the price of services without entitlement to additional compensation whatsoever.

- 30.8 Contractor is required to maintain a hindrance register. All hindrances encountered in the execution needs to be logged in this register and shall be jointly signed.

31.0 MEASUREMENT OF WORKS

- 31.1 In addition to the provisions of relevant clause of GCC and associated provisions thereof, the provisions of **Annexure-5 to SCC** shall also apply

32.0 TERMS OF PAYMENT



- 32.1 Basis and Terms of Payment for making “ on Account payment” shall be as set out in **Annexure-5 to SCC**.

33.0 STATUTORY APPROVALS

- 33.1 Owner shall obtain general in-principle permissions from concerned authorities, if any having jurisdiction over the site area as necessary for construction activities. However, for some of the permissions, if not available, Contractor shall do the follow up with the concerned authorities to get the permissions to execute the job in time. However, all the statutory payment required for such permissions shall be reimbursed by Employer at actuals.
- 33.2 The Contractor shall arrange the inspection of the works by the authorities and necessary co-ordination and liaison work in this respect shall be the responsibility of the contractor. However statutory fees paid, if any, for all inspections and approvals by such authorities shall be reimbursed at actual by the Employer/Consultant to the contractor on production of documentary evidence.
- 33.3 Any change/ addition required to be made to meet the requirements of the statutory authorities shall be carried out by the contractor free of charge. The inspection and acceptance of the work by statutory authorities shall however, not absolve the contractor from any of his responsibilities under this contract.

34.0 TESTS AND INSPECTION

- 34.1 The Contractor shall carry out the various tests as enumerated in the technical specifications of this bid document and the technical documents that will be furnished to him during the performance of the work.
- 34.2 All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by Contractor at his own cost.
- 34.3 The work is subject to inspection at all times by the Engineer-in-Charge. The contractor shall carry out all instructions given during inspection and shall ensure that the work is being



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carried out according to the technical specifications of this bid document, the technical documents and the relevant codes of practice will be furnished to him during the performance of the work.

- 34.4 The Contractor shall provide for purposes of inspection access ladders, lighting and necessary instruments at his own cost.
- 34.5 Any work not conforming to execution drawings, specifications or codes and approved methodology / scheme shall be rejected forthwith and the Contractor shall carryout the rectifications at his own cost.
- 34.6 All results of inspection and tests will be recorded in the inspection reports, proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents.
- 34.7 For materials supplied by Employer/Consultant, Contractor shall carryout the tests, if required by the Engineer-in-Charge, and the Employer/Consultant shall reimburse the cost of such tests at actual to the Contractor on production of documentary evidence.
- 34.8 Statutory fees paid to IBR authorities and for repeat tests and inspection due to failures, repairs etc. such reasons attributable to the Contractor shall be borne by the Contractor.
- 34.9 Inspection and acceptance of work shall not relieve the Contractor from any of his responsibilities under this Contract.

35.0 INSPECTION OF SUPPLY ITEMS

- 35.1 All inspection and tests on bought out items shall be made as per the specifications forming part of this contract. Various stages of inspection and testing shall be identified after receipt of Quality Assurance Programme from the Contractor/ Manufacturer.
- 35.2 Inspection calls shall be given for associations of Owner/Consultant's representative as per mutually agreed programme in prescribed proforma with 15 days margin, giving details of equipment and attaching relevant test certificates and internal inspection report of the Contractor. All drawings, General Arrangement and other contract drawings, specifications, catalogues etc. pertaining to equipment offered for inspection shall be got approved from Owner /Consultant and copies shall be made available to Owner /Consultant before hand for undertaking inspection.
- 35.3 The contractor shall ensure full and free access to the inspection Engineer of Owner /Consultant at the Contractor's or their sub-contractor's premises at any time during contract period to facilitate him to carry out inspection and testing assignments.
- 35.4 The contractor/ sub-contractor shall provide all instruments, tools, necessary testing and other inspection facilities to inspection engineer of Owner /Consultant free of cost for carrying out inspection.
- 35.5 Where facilities for testing do not exist in the Contractor's/ sub-contractor's laboratories, samples and test pieces shall be drawn by the Contractor/ Sub- Contractor in presence of Inspection Engineer of a Owner /Consultant and duly sealed by the later and sent for testing in Government approved Test House or any other testing laboratories approved by the Inspection Engineer at the Contractor's cost.

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36.0 FINAL INSPECTION

- 36.1 After completion of all tests as per specification the whole work will be subject to a final inspection to ensure that job has been completed as per requirement. If any defects noticed in the work attributable to Contractor, the Contractor at his own cost shall attend these, as and when the Owner /Consultant brings them to his notice. The Owner /Consultant shall have the right to have these defects rectified at the risk and cost of the contractor if he fails to attend to these defects immediately.

37.0 DELETED

38.0 COMPUTERIZED CONTRACTORS BILLING SYSTEM

- 38.1 Without prejudice to stipulation in General Conditions of Contract, Contractor should follow following billing system.
- 38.2 The bills will be prepared by the contractors on their own PCs as per the standard formats and codification scheme proposed by OIL/MECON. The contractors will be provided with data entry software to capture the relevant billing data for subsequent processing. Contractors will submit these data to OIL/MECON in an electronic media along with the hard copy of the bill, necessary enclosures and documents. The contractor will also ensure the correctness and consistency of data so entered with the hard copy of the bill submitted for payment.
- 38.3 Employer/Consultant will utilize these data for processing and verification of the Contractor's bill and payment."



39.0 TEMPORARY WORKS

- 39.1 All Temporary and ancillary works, enabling works connected with the work, including all works which are required for the safety of the existing installation of Owner such as barrication of existing facilities etc. And as detailed in bid document shall be responsibility of the Contractor and the price shall be responsibility of the Contractor and the price quoted by them shall be deemed to have included the cost of such works which shall be removed by the contractor at his cost, immediately after completion of his work.

40.0 DELETED

41.0 QUALITY ASSURANCE /QUALITY CONTROL

- 41.1 Bidder shall include in his offer the Quality Assurance Programme containing the overall quality management and procedures, which is required to be adhered to during the execution of contract. After the award of the contract detailed quality assurance programme shall be prepared by the contractor for the execution of contract for various works, which will be mutually discussed and agreed to.
- 41.2 The Contractor shall establish document and maintain an effective quality assurance system outlined in recognised codes.
- 41.3 Quality Assurance System plans/procedures of the Contractor shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the Quality Assurance, plans or procedures to be followed for quality control in respect of

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Engineering, Procurement, Supply, Installation, Testing and Commissioning. The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all stages of work at site as well as at manufacture's works and dispatch of materials.



- 41.4 The Employer/Consultant/Consultant or their representative shall reserve the right to Inspect / witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.
- 41.5 The contractor has to ensure the deployment of Quality Assurance and Quality Control Engineer(s) depending upon the quantum of work. This QA/QC group shall be fully responsible to carryout the work as per standards and all code requirements. In case Engineer-in-Charge feels that Contractor's QA/QC Engineer(s) are incompetent or insufficient, contractor has to deploy other experienced Engineer(s) as per site requirement and to the full satisfaction of Engineer-In-Charge.
- 41.6 In case contractor fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of Engineer-in-charge.
- 41.7 The Contractor shall adhere to the quality assurance system as described in the Bidding Document.

42.0 HEALTH SAFETY AND ENVIRONMENT (HSE) MANAGEMENT

- 42.1 The Contractor, during entire duration of the Contract, shall adhere to HSE requirement as per spec. enclosed in the bidding document as **Annexure-7 to SCC**.

43.0 SITE CLEANING

- 43.1 The Contractor shall clean and keep clean the work site from time to time to the satisfaction of the Engineer-in-Charge for easy access to work site and to ensure safe passage, movement and working.
- 43.2 If the work involves dismantling of any existing structure in whole or part, care shall be taken to limit the dismantling up to the exact point and/or lines as directed by the Engineer-in-Charge and any damage caused to the existing structure beyond the said line or point shall be repaired and restored to the original condition at the Contractor's cost and risks to the satisfaction of the Engineer-in-Charge, whose decision shall be final and binding upon the Contractor.
- 43.3 The Contractor shall be the custodian of the dismantled materials till the Engineer-in-Charge takes charge thereof.
- 43.4 The Contractor shall dispose off the unserviceable materials, debris etc. to any area as decided by the Engineer-in-Charge.
- 43.5 The Contractor shall sort out, clear and stack the serviceable materials obtained from the dismantling/renewal at places as directed by the Engineer-in-Charge.
- 43.6 No extra payment shall be paid on this account.

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44.0 COMPLETION DOCUMENTS

A) Notwithstanding the provisions contained in standard specification, upon completion of work, the Contractor shall complete all of the related drawings and documents to the "AS BUILT" stage (including all vendor / sub-vendor drawings for bought out items), all Free-Issue-Material (FIM) documents and provide the Owner/Consultant, the following:

- (i) One complete bound set of all original documents as mentioned but not limited to documents listed elsewhere in the bid document.
- (ii) **Three complete bound sets of documents as mentioned at (i) above, in original size and in 3 (three) CD-ROM/DVD.**
- (iii) Three complete bound sets of Contractor's specification including design calculations, procedures, drawings etc.
- (iv) All site installation, testing & commissioning reports.
- (v) Three sets of all raw data collected, soil resistivity reports, pipeline crossing details etc
- (vi) **Three sets of Closure report.**

B) Completion Documents

The following documents shall be submitted in hard binder by the CONTRACTOR in **3 (Three) sets, as a part of completion documents:**

- i) Warranty certificates as per DLP (defect liability period).
- ii) Original deed OR Lease agreement for acquired/leased land (In favour of M/s OIL) for Anode Bed, ROU for cable laying etc shall be handed over to M/s OIL.
- iii) Test documents & drawings for bought out items and inspection reports.
- iv) Pre-commissioning/ Commissioning report.
- v) Detailed commissioning report of pipeline CP system (PCP).
- vi) All other requirements as specified in the respective specifications.
- vii) As built drawings.
- viii) CIPL, CAT & DCVG Survey reports
- ix) Interference study & Mitigation report
- x) Any other drawing/document/report specified elsewhere in the bidding document



Note: The Contractor shall be eligible to apply for issue of completion certificate after submission of completion documents as mentioned above.

45.0 COORDINATION WITH OTHER AGENCIES

45.1 Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the Contractor. Proper coordination with other agencies will be Contractor's responsibility. In case of any dispute, the decision of Engineer-in-Charge shall be final and binding on the Contractor.

46.0 DELETED

47.0 DELETED

	<p style="text-align: center;">PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPI2134P20</p>	
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48.0 TEST CERTIFICATES

- 48.1 Bidder shall be required to submit recent test certificates for the material being used in works room the recognised laboratories. These certificates should indicate all properties of the materials as required in relevant IS Standards or International Standards.
- 48.2 Contractor shall also submit the test certificate with every batch of material supplied which will be approved by Engineer-in-Charge. No secured advance will be given for the materials not having test certificate. In case any test is to be carried out, the same shall be got done in the approved laboratory at the cost of contractor.

49.0 ROYALTY

- 49.1 Contractor's quoted rate should include the royalty on different applicable items as per the prevailing Government rates. In case, Employer/Consultant is able to obtain the exemption of Royalty from the State Government, the contractor shall pass on the same to Owner/Consultant for all the items involving Royalty.

50.0 DELETED

51.0 SITE FACILITIES FOR WORKMEN

- 51.1. Following facilities are to be ensured at all work places where workmen are deployed/engaged by contractor.
- i) Arrangement of first aid
 - ii) Arrangement for clean drinking water.
 - iii) Toilets
 - iv) Canteen where tea & snacks are available
 - v) Arrangement of Personal protective equipments & safety items.

52.0 EXECUTION OF ELECTRICAL WORKS



- 52.1 The Contractor shall engage an approved electrical agency for execution of electrical works, holding valid electrical contractor licence. In case contractor himself executes electrical works then he shall arrange valid electrical contractor licence before start of electrical works at site. Notwithstanding, contractor shall adhere to all the safety standard as included in bidding document.

53.0 ARBITRATION

As per GCC

54.0 MAKE OF MATERIALS

- 54.1 The materials required to be supplied by the contractor under this contract shall be procured only from Employer/Consultant approved vendors. Where the makes of materials are not indicated in the Bidding document contractor shall furnish the details of makes and shall obtain prior approval of Engineer-in-Charge of vendors/sub-vendors before placing order.

	<p style="text-align: center;">PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPI2134P20</p>	
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55.0 ADDITIONAL WORKS/ EXTRA WORKS

- 55.1 Employer/Consultant reserves their right to execute any additional works/ extra works, during the execution of work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the Contractor. In the event of such decisions taken by Employer/Consultant Contractor is required to extend necessary cooperation, and act as per the instructions of Engineer-in-Charge.

56.0 RESPONSIBILITY OF CONTRACTOR



- 56.1 It shall be the responsibility of the Contractor to obtain the approval for any revision and/or modifications decided by the Contractor from the Employer/Consultant/ Engineer-in-charge before implementation. Also such revisions and/or modifications if accepted/ approved by the Employer/Consultant/Engineer-in-charge shall be carried out at no extra cost to the Employer/Consultant. Any changes required during and/or after approval for detailed construction drawings due to functional requirements or for efficient running of system keeping the basic parameters unchanged and which has not been indicated by the Contractor in the data/drawings furnished along with the offer will be carried out by the Contractor at no extra cost to the Employer/Consultant.
- 56.2 All expenses towards mobilisation at site and demobilisation including bringing in equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.
- 56.3 It shall be entirely the Contractor's responsibility to provide, operate and maintain all necessary construction equipments, scaffoldings and safety gadgets, cranes and other lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all the jobs as per time schedules.
- 56.4 Preparing approaches and working areas for the movement and operation of the cranes, levelling the areas for assembly and erection shall also be the responsibility of the Contractor. The Contractor shall acquaint himself with access availability, facilities such as railway siding, local labour etc. to provide suitable allowances in his quotation. The Contractor may have to build temporary access roads to aid his own work, which shall also be taken care while quoting for the work.
- 56.5 The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the Contractor's responsibility and his rates for execution of work will be inclusive of supply of all these items.

57.0 DELETED

58.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS)

As per GCC

59.0 DELETED

	<p style="text-align: center;">PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPI2134P20</p>	
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60.0 BUILDING AND OTHER CONSTRUCTION WORKER'S ACT

60.1 In order to govern welfare and working conditions of labourers engaged in construction activities, the Building and other Construction Workers' (Regulation of Employment and Conditions of Service "RE &CS") Act, 1996 came into force. RE&CS Act'1996 is applicable in respect of building and other construction work. Wherever applicable, The SUB-CONTRACTOR shall strictly comply with the following provisions pertaining to RE &CS Act'1996.

- a. The SUB-CONTRACTOR must be registered with the concerned authorities under the Building and Other Construction Workers' (RE&CS) Act, 1996 or in case of non-registration; the SUB-CONTRACTOR should obtain registration within one month of the award of contract.
- b. The SUB-CONTRACTOR shall be responsible to comply with all provisions of the Building and Other Construction Workers' (RE&CS) Act, 1996, the Building and Other Construction Workers' Welfare Cess Act, 1996, the Building and other Construction Workers' (RE&CS) Rules, 1998 and the Building and Other Construction Workers Welfare Cess Rules, 1998.
- c. Cess as per the prevailing rate, shall be deducted at source from bills of the SUB-CONTRACTOR by the engineer-in-Charge of the contract and remitted to the "Secretary, Building and Other Construction Workers Welfare Board" of the concerned State. The SUB-CONTRACTOR shall be responsible to submit final assessment return of the cess amount to the assessing officer after adjusting the cess deducted at source.

61.0 DELETED



62.0 SINGLE POINT RESPONSIBILITY

62.1 The entire work as per scope of work covered under this contract shall be awarded on single point responsibility basis.

63.0 INSURANCES IN INDIA

63.1 In addition to the insurance covers specified in the General Conditions of Contract to be obtained and maintained by the Contractor, Contractor shall at his own expense arrange, secure and maintain insurance with reputable insurance companies to the satisfaction of the Employer/Consultant as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Employer/Consultant against all risks as detailed herein. The form and the limit of such insurance as defined herein together with the under writer works thereof in each case should be as acceptable to the Employer/Consultant. However, irrespective of work acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities and obligations under Contractor.

63.2 Any loss or damage to the equipment during ocean transportation, port/custom clearance, inland and port handling, inland transportation, storage, erection and commissioning till such time the Work is taken over by Employer/Consultant, shall be to the account of Contractor. Contractor shall be responsible for preferring of all claims and make good for the damage or

	<p style="text-align: center;">PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPI2134P20</p>	
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loss by way of repairs and/or replacement of the parts of the Work damaged or lost. Contractor shall provide the Employer/Consultant with a copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Employer/Consultant immediately upon the Contractor having taken such insurance coverage. Contractor shall also inform the Employer/Consultant at least 60 (Sixty) days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.

- 63.3 Statutory clearances, if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/or during erection, shall be made available by the Employer/Consultant. Contractor shall, however, be responsible for obtaining requisite licenses, port clearances and other formalities relating to such import. The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The scope of such insurance shall cover the entire value of supplies of equipments, plants and materials to be imported from time to time.
- 63.4 All costs on account of insurance liabilities covered under this Contract will be to Contractor's account and will be included in Contract Price. However, the Employer/Consultant may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in Value of Contract to the extent of reduced premium amounts.
- 63.5 Contractor as far as possible shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation.

64.0 DELETED



65.0 SPARES

- 65.1 Contractor shall procure and supply all spare parts required during commissioning of the various items / materials supplied by him as enumerated in the Bidding Document. The quoted lumpsum prices shall be deemed to have been inclusive of all such provision of commissioning spares, required till commissioning of such items. Contractor shall make available all the commissioning spares required at site at least 4 (four) weeks before start of commissioning. However, listed spares not used during commissioning shall be handed over to Employer at their designated place. Contractor shall also supply commissioning spares not listed but required during commissioning within the contracted price.
- 65.2 In addition to above, special tools & tackles required, if any, for operation & maintenance shall also be supplied by the Contractor and the quoted prices shall be deemed to have been inclusive of all such provisions.

66.0 DELETED

67.0 CLEARANCE OF SITE ON COMPLETION

Upon the issue of the taking-over certificate the Contractor shall clear away and remove from the part of the site to which such taking over certificate relates all Contractors equipment, surplus material, rubbish and temporary work of every kind and leave such part of the site and

	<p style="text-align: center;">PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPI2134P20</p>	
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works clean and in a workmanlike condition to the satisfaction of the Engineer-in-Charge. Provided that the Contractor shall be entitled to retain on site, until the end of the defects liability period, such material, Contractors equipment and temporary works as are required by him for the purpose of fulfilling his obligations during the defect liability period.

68.0 PRICE REDUCTION SCHEDULE

As per GCC

69.0 STORAGE FACILITIES

- 69.1 The Contractor shall maintain wherever required an air-conditioned room for the storage of the instruments as well as for calibration and testing of the instruments at his own cost. The contractor shall provide these facilities with in the quoted price.

70.0 DELETED

71.0 DELETED

72.0 DIRECT PAYMENTS TO SUB-VENDORS/ SUPPORTING AGENCIES OF MAIN CONTRACTOR

"Normally, the payment is to be made to vendor/ contractor only as per provision of contract. During execution, in case of financial constraints, OIL may make direct payment to their sub-vendor/ supporting agencies as an exception from the amounts due to the vendors/ contractors from any of their bills under process upon certification by EIC subject to receipt of such request from the vendor/ contractor. Further, the request for direct payments to the sub-vendor/ sub-contractor shall be considered in performance evaluation of such vendor/ contractor. "

73.0 SUB-LETTING OF WORKS



The contractor shall not, save with previous consent in writing of the Engineer-in-charge, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract. However, subletting of WHOLE WORKS is prohibited. Vendor/ Contractor shall submit undertaking to this effect along with each invoice/ bill."

74.0 JOINTS MEASUREMENT OF WORK EXECUTED, BILLING, INVOICE AND PAYMENTS.

Measurement shall be recorded as per the methods of measurement spelt out in Specification/Contract Documents. The PMC/OIL site engineer/DGM/CM will check the measurement as recorded in the Measurement Books/Bills

75.0 CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULE CASTES AND WEAKER SECTIONS OF THE SOCIETY

While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Schedule Castes and weaker sections of the society also in order to have a fair representation of these sections.

	<p style="text-align: center;">PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPI2134P20</p>	
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76.0 DEFECT LIABILITY PERIOD:

The CONTRACTOR shall guarantee the installation/WORK for a period of 24 months from the date of completion of WORK as certified by the ENGINEER IN CHARGE which is indicated in the Completion Certificate or 28 months from the actual delivery of material at site after FAT whichever is earlier. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the CONTRACTOR at his own expense as deemed necessary by the ENGINEER IN CHARGE or in default, the ENGINEER IN CHARGE may carry out such works by other work and deduct actual cost incurred towards labour, supervision and materials consumables or otherwise plus 100% towards overheads (of which the certificate of ENGINEER IN CHARGE shall be final) from any sums that may then be or at any time thereafter, become due to the CONTRACTOR or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof.

ANNEXURES TO SCC

C O N T E N T S

Annexure-1	:	COMPLETION SCHEDULE
Annexure-2A	:	SCHEDULE OF RATES (PRICE BID FORMAT)
Annexure-2B	:	SCHEDULE OF PAYMENTS
Annexure-3	:	SCOPE OF WORK
Annexure-4	:	SCOPE OF SUPPLY
Annexure-5	:	MEASUREMENT WORK
Annexure-6	:	SPECIFICATION FOR HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT
Annexure-7	:	CONDITIONS FOR ISSUE & RECONCILIATION OF MATERIAL
Annexure-8	:	LIST OF MINIMUM NOS. OF CONSTRUCTION EQUIPMENT DEPLOYMENT SCHEDULE.
Annexure-9	:	MINIMUM NO. OF SKILLED LABOUR TO BE DEPLOYED
Annexure-10	:	HIRING / RECOVERY RATE FOR DEPLOYMENT OF MANPOWER
Annexure-11	:	EQUIPMENT HIRING / RECOVERY RATE

	<p style="text-align: center;">PERMANENT CATHODIC PROTECTION WORKS FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPI2134P20</p>	
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ANNEXURE- 1 TO SCC



COMPLETION SCHEDULE / COMPLETION PERIOD

Name of Work	Time of Completion
Permanent Cathodic Protection Works for OIL Pipeline project(Phase-II)	<p>Total Time Schedule for any or more than one part shall be 12 Months</p> <p>(8 months for All works for Permanent Cathodic Protection works and 4 months for all works for post commissioning and AC & DC Interference detection and Mitigation)</p>

Note:

1. The time of completion as mentioned above is for the total scope of work including closure of contract (work order) as mentioned in the bidding document and includes the mobilization period.
2. The Time of completion shall be reckoned from date of award of contract, which shall be the date of issue of Fax of Acceptance / Letter of Award.
3. Work order shall be issued after completion of all statutory formalities and on production of Labour clearance certificate from CGM(ER), OIL.
4. The Time indicated is for completing all the works including Commissioning of Permanent Cathodic Protection System, Interference Surveys and Implementation of mitigation measures for Cathodic Protection System in all respects as per specifications, codes, drawings and instructions of Engineer-in-Charge.

(SIGNATURE OF BIDDER)

	<p style="text-align: center;">PERMANENT CATHODIC PROTECTION WORKS FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPI2134P20</p>	
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ANNEXURE- 2-A TO SCC

SCHEDULE OF RATES/PRICE (SOR/P)
(PRICE BID FORMAT)

SCHEDULE OF RATES
FOR
SUPPLY & INSTALLATION OF PERMANENT CATHODIC PROTECTION SYSTEM

Bid Doc. No.: CPI2134P20



Oil India Limited

SCHEDULE OF RATES
BAGHJAN GGS TO CGGS MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD
PERMANENT CATHODIC PROTECTION WORK

Bid Doc. No.: CPI2134P20

PRICE BID FORMAT



MECON LIMITED

Sl. No.	DESCRIPTION OF ITEMS	Unit	Qty.	Unit Rate inclusive of all applicable taxes & duties except GST (CGST&SGST/UTGST or IGST).	Total Amount inclusive of all applicable taxes & duties except GST (CGST&SGST/UTGST or IGST).
1.0	PERMANENT CATHODIC PROTECTION SYSTEM (PCP):				
1.0 (a)	Design, Detailed Engineering, Manufacturing, Inspection/FAT (Factory acceptance test), Supply of the permanent cathodic protection system by impressed current method using MMO coated Titanium anodes with backfill, CPPSM/TR Units, AJB's, CJB's, all interconnecting cables, reference cells, monitoring systems and all other equipments and hardware's required for completeness of job as specified in specification & PJS etc, to protect the external surface of 30"/16"/16"/8" dia, 3LPE Coated, 40 km (approx.) long parallel pipelines in common ROW includes 30" Mainline and 16"/8" dia Parallel lines in common ROW from Bhagjan to Madhuban & 16" dia pipeline from Makum to Madhuban against corrosion for a service life of 35 years, as per Scope of Work, Standard specification, PJS, Design basis, data sheets enclosed & Approved Design Package by OIL/MECON. The scope shall also include acquisition of land OR lease for 99 years for anode ground beds, anode junction boxes and for laying of cables from anode ground beds to CP stations at various CP station locations.	Supply	Lumpsum	1	
1.0 (b)	Packing, transportation to site, storage, installation, testing & commissioning of permanent cathodic protection system by impressed current method including carrying out the soil resistivity measurement for anode ground beds, design of anode ground beds considering size / rating of anode bed not less than the minimum requirements of the anode ground bed specified, Interference detection and mitigation, AC/DC interference on pipeline and CP System due to proximity of foreign AC/DC source, detection and mitigation of high induced voltage at pipeline due to proximity of HT lines & etc, close interval potential logging survey for entire length of 30"/16"/16"/8" dia, 3LPE Coated, 40 km (approx.) long parallel pipelines in common ROW includes 30" Mainline and 16"/8" dia Parallel lines in common ROW from Bhagjan to Madhuban & 16" dia pipeline from Makum to Madhuban including additional surveys i.e. CAT survey (Full length), CAT with frame 'A' or DCVG etc at selected locations which shall be decided from the abnormal areas of CIPL survey results & CAT survey results to identify coating defects/holiday, pipeline line current & coating resistance test at selected locations where current measurement test stations installed including all commissioning & Start-Up spares as required, materials, equipments, consumables, manpower etc in line with direction of Engineer-in-charge and preparation of commissioning report & as built drawings etc. All the work shall be carried out conforming to the enclosed scope of work, Design Basis, standard specification No. MEC/TS/05/21/016B for permanent cathodic protection system, Approved Data sheets, installation procedures, Designed Package By MECON & in line with direction of MECON/OIL & other standards as applicable.	Survey, Erection, Installation, Testing, Monitoring & Commissioning	Lumpsum	1	
1.0 (c)	All inclusive per month rates for maintaining the store at site (for supplied material) during the extended period as required (payable if site is not ready even after 6 months of Contractual completion date of Supply, Installation, Testing & commissioning as per terms & condition of contract and as defined in the tender scope of work).	Site works	Months	12	
2.0	Total Amount inclusive of all applicable taxes & duties except GST (CGST&SGST/UTGST or IGST)				

Note :

- Scope of work and other terms and conditions are strictly as per bid document
- Lumpsum Prices for PCP supply & installation will be considered for price evaluation & award of work. The price break up for Lumpsum Prices should match with the Supply & Installation respectively.
- Cost of spares for two years operation & maintenance quoted by the Bidder in Annexure-A shall not be considered for evaluation.

Place : _____
Date : _____

Signature of Authorised Signatory
Name : _____
Designation : _____
Seal : _____

Offer No. & Date : _____

SCHEDULE OF RATES (PRICE BRAEK UP)
FOR
SUPPLY & INSTALLATION OF PERMANENT CATHODIC PROTECTION SYSTEM

Bid Doc. No.: CPI2134P20



Oil India Limited

Price Breakup of SOR
BAGHJAN GGS TO CGGS MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD
PERMANENT CATHODIC PROTECTION WORK

Bid Doc. No.: CPI2134P20



MECON LIMITED

S.No.	Description	Unit	Total Amount inclusive of all applicable taxes & duties except GST (CGST&SGST/UTGST or IGST).	
A	PCP-SUPPLY		Figures	Words
1	Design, Detailed Engineering for Permanent Cathodic Protection system as per the corrosion survey, site data collected, scope of work and specifications.	LS		
2	CPTR unit -48V/25A, Automatic, Air cooled, Indoor type with remote monitoring through SCADA facility as per the specification MEC/TS/05/E9/082A.	LS		
3	CPPSM Unit -48V/25A, Automatic, Air cooled, Indoor type with remote monitoring through SCADA facility as per the specification MEC/TS/05/E9/082.	LS		
4	1" dia & 1 M long 8A rating LIDA MMO anode sets for Deepwell/Shallow anode ground bed (Each set consist of 10 Nos. of anode) with petroleum cock bridge, anode cable & cable joints etc.	LS		
5	Acquisition of Land/ Right of use of land OR Lease (for 99 year /As per statutory regulation) for Anode ground Bed & Junction Box & ROU for Cable Laying as per the tender specification & design.	LS		
6	Junction Boxes			
6.1	Anode Junction Boxes (IP-55, Weather Proof)	LS		
6.2	Cathode Junction Boxes (IP-55, Weather Proof)	LS		
6.3	Junction Boxes for current drainage (having provision to control the current) & Bonding	LS		
7	Permanent Reference Cell			
7.1	Cu/CuSO4 Permanent Reference cell as per tender drawing	LS		
7.2	Ag/AgCl Permanent Reference cell	LS		
8	Remote Monitoring of PSP Through GSM service band			
8.1	Computerized test station Unit (CTSU)	LS		
8.2	CTSU reader	LS		
8.3	Central Monitoring server for CTSU	LS		
9	PCP Cables- The Cables shall be annealed high conductivity, stranded copper conductor, 650/1100V grade, XLPE Insulated & PVC Sheathed			
9.1	1c x 6 mm2 - armored for potential measurement & Ref Cell	LS		
9.2	1c x 10 mm2 - un-armored for anode tail cable (KYNAR Cable)	LS		
9.3	1Cx 25 mm2- armored for Bonding/Grounding etc.	LS		
9.4	1Cx 35 mm2- armored for Anode & Cathode Header Cable.	LS		
9.5	3C X 10mm2- armored for TR/PPSM unit incomer cable.	LS		
9.6	Multi-core, FRLS, 1.5 Sqmm, 8/12 pair, twisted pair, armoured, signal cables as per IS/BS for ref cell etc.	LS		
10	Cable to pipe connections by Pin brazing / Thermit welding method for all sizes (Upto 1C x 35mm ²)	LS		
11	Recommended Spares for CP units as per scope of work (As per Appendix-II).	LS		
12	Recommended Spares for 2 Years Operation & Maintenance of CP system as per spare list enclosed. (As per Appendix-II).	LS		
13	Chainlink Fencing for Anodebed & AJB for Deep / Shallow AGB.	LS		
	TOTAL-PCP SUPPLY			

SCHEDULE OF RATES (PRICE BRAEK UP)
FOR
SUPPLY & INSTALLATION OF PERMANENT CATHODIC PROTECTION SYSTEM

Bid Doc. No.: CPI2134P20

B	PCP-SURVEY/INSTALLATION/MONITORING /TESTING & COMMISSIONING			
1	Soil Resistivity Survey at PCP anode ground bed Locations (Min Three Locations shall be selected for the survey) as per corrosion survey	LS		
2	CPTR unit -48V/25A, Automatic, Air cooled, Indoor type with remote monitoring through SCADA facility as per the specification MEC/TS/05/E9/082A.	LS		
3	CPPSM Unit -48V/25A, Automatic, Air cooled, Indoor type with remote monitoring through SCADA facility as per the specification MEC/TS/05/E9/082.	LS		
4	Shallow/deepwell anode groundbeds consisting of 1" Dia x 1M long 8Amp Rating Lida Single (MMO) Electrode sets including cutting trench & backfill with Petroleum Cokebreeze or Drilling of borehole, lowering of MS Casing pipe & PVC pipe with petroleum coke breeze backfill and anode tail cable laying etc as required to complete the installation of the AGB in all respect as per scope of work, design basis & specifications.	LS		
5	Junction Boxes			
5.1	Anode Junction Boxes (IP-55, Weather Proof)	LS		
5.2	Cathode Junction Boxes (IP-55, Weather Proof)	LS		
5.3	Junction Boxes for current drainage (having provision to control the current) & Bonding	LS		
6	Permanent Reference Cell			
6.1	Cu/CuSO4 Permanent Reference cell	LS		
6.2	Ag/AgCl Permanent Reference cell	LS		
7	Computerized Test station Unit (CTSU) & Central Monitoring server for CTSU	LS		
8	Cable laying			
8.1	1c x 6 mm2 - armored for potential measurement & Ref Cell	LS		
8.2	1c x 10 mm2 - un-armored for anode tail cable (KYNAR Cable)	LS		
8.3	1Cx 25 mm2- armored for Bonding/Grounding etc.	LS		
8.4	1Cx 35 mm2- armored for Anode & Cathode Header Cable.	LS		
8.5	3C X 10mm2- armored for TR/CPPSM unit incomer cable.	LS		
8.6	Multi-core, FRLS, 1.5 Sqmm, 8/12 pair, twisted pair, armoured, signal cables as per IS/BS for ref cell etc.	LS		
9	Cable to pipe connections by Pin brazing / Thermit welding method for all sizes (Upto 1C x 35mm²)	LS		
10	Testing & Commissioning of Complete Permanent Cathodic Protection System.	LS		
11	Monitoring of PCP system once a Month for three months after final commissioning and completion of all work.	LS		
12	Post Commissioning Surveys			
12.1	CIPL Survey with Simultaneous PSP data logging (logging duration as per requirement) of pipelines at HT Line crossings & Interference prone area.	LS		
12.2	Current Attenuation Test Survey (CAT)	LS		
12.3	CAT with "A" Frame or DCVG Survey at Holiday / Defect Location	LS		
12.4	AC-DC Interference Detection and Mitigation as per scope of work	LS		
12.5	Coating Conductance survey at Current Measurement Test station	LS		
13	Preparation and submission of As-Built drawings/documents including final commissioning report for PCP system, Post commissioning survey, Interference study report.	LS		
14	Chainlink Fencing for Anodebed & AJB for Deep / Shallow.	LS		
	TOTAL-PCP SURVEY/INSTALLATION/MONITORING/TESTING & COMMISSIONING			

Place : _____
Date : _____

Signature of Authorised Signatory
Name : _____
Designation : _____
Seal : _____

Offer No. & Date : _____

UNIT PRICE SCHEDULE FOR 2 YEARS O&M SPARES (Addition/Deletion)

Annexure- A

PROJECT: PCP SYSTEM OF 30"x40 KM BAGHJAN TO MADHUBAN, DULIAJAN PIPELINE PROJECT OF M/S OIL LTD

TENDER No.: CPI2134P20

ITEM: PERMANENT CATHODIC PROTECTION 30"/16"/8" dia PARALLEL PIPELINES IN COMMON ROU

Item Sl. No. as per MR	Description	Unit	Qty. (Nos.)	Ex-works price quoted by the bidder (including packing, forwarding, and GST on components and raw materials but excluding Inland Transportation to Delivery Location) including cost of Inspection by Third Party Agency, mandatory spares etc. (wherever applicable)	Inland transportation upto Delivery location and other costs incidental to delivery of goods	GST (CGST&SGST/UTGST or IGST) on the finished goods excluding inland transportation		GST (CGST&SGST/UTGST or IGST) on inland transportation		Unit FOT site price incl. all taxes & duties & inland transportaion	Total FOT site price incl. all taxes & duties & inland transportaion	Harmonized System Nomenclature (HSN)
						%	Amount	%	Amount			
	2 Years Operation & Maintenance of CP system											
1	Multimeter	Nos.	1									
2	Clamp Meter	Nos.	1									
3	Portable Cu/CuSO4 Reference Cell	Nos.	1									
4	UT (Ultrasonic Thickness Tester) Meter	Nos.	1									
5	Tool Box (Consisting of Screw Driver Set, Adjustable Spanner, Flat File, Round File, Plyer, Chiesel, Hexa Frame, Hexa Blade, Hammer, Nose Plyer, Spanner set 6-32, Spanner Tubular 10-11, Spanner Tubular 12-13, Spanner Tubular 13-14 & Tester Set etc.)	Set	1									
6	02 Year O&M CP Spares for TR / CPPSM units											
6.1	CP Unit Spares											
a	Set of control Card Consisting of 1 No. each Type	Set	1									
b	Set of meters consisting of 1 No. of each Type	Set	1									
c	Set of fuse link consisting 1 No. of each Type	Set	1									
d	Set of Indicator lamps consisting of one no. of each type	Set	1									
e	Diode Module	Set	1									
f	SCR Module	Set	1									
g	Lighting Arrestor	Set	1									
h	Set of Surge Suppressor consisting of one each type	Set	1									
i	Filter Capacitor	Set	1									
j	Set of Rotary Switches consisting of one no. of switch of each type	Set	1									
k	Set of SCADA Modules consisting of one no. Module each type	Set	1									

Place :
Date : _____

Signature of Authorised Signatory

Name :

Designation :

Seal :

Tender No.:
Offer No. & Date : _____

PART A PROFORMA FOR EXTENDED STAY COMPENSATION (To be submitted with priced part of the offer)

PROJECT: PCP SYSTEM OF 30"x40 KM BAGHJAN TO MADHUBAN, DULIAJAN PIPELINE PROJECT OF M/S OIL

TENDER No.: CPI2134P20

ITEM: PERMANENT CATHODIC PROTECTION 30"/16"/8" dia PARALLEL PIPELINES IN COMMON ROU

1.00 Rate of extended stay compensation beyond the time schedule and grace period mentioned in bidding document for reasons solely attributable to Owner.

Price In INR

1a	Extended Stay compensation (per month) excluding GST (CGST&SGST/UTGST or IGST)	
1b	GST (CGST&SGST/UTGST or IGST) applicable on 1a above	
1c	Total Extended Stay Compensation including GST (CGST&SGST/UTGST or IGST) per month	



Notes:

- 1) Any amount/ price filled-up by the Bidder shall also be suffixed/ prefixed by currency(ies) in above format.
- 2) Bidder shall submit this format in Un-priced part duly stamped and signed without indicating the price. The price shall be submitted in the price party only.
- 3) Extended stay compensation shall be loaded on the quoted prices as per clause no. 42 of Special Conditions of Contract (SCC).
- 4) In case no rate for Extended Stay Compensation is stipulated, it will be considered that Extended Stay Compensation is not required by the Bidder and the rates quoted by them shall be valid till completion of works in all respects.

Place : _____
Date : _____

Tender No.: _____
Offer No. & Date : _____

Signature of Authorised Signatory
Name : _____
Designation : _____
Seal : _____

	<p style="text-align: center;">PERMANENT CATHODIC PROTECTION WORKS FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPI2134P20</p>	
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ANNEXURE-2 B TO SCC

SCHEDULE OF PAYMENTS

1. PAYMENT TERMS

1.1 Supplies

1.1.1 75 % Pro-rata for supply portion as per approved Billing Schedule on submission of Invoice in triplicate with following document:

- i) Clean bill of landing / Original LR / GR as applicable
- ii) Packing List.
- iii) Country of origin certificate if applicable
- iv) Inspection release note issued by Owner / Consultant
- v) Dispatch instructions/clearance by purchaser/consultant.
- vi) Proof of customs clearance including payment of customs duty (if applicable).
- vii) Indemnity Bond equivalent to invoice value
- viii) Material receipt issued by Bidder & verified by Owner/Consultant.
- ix) Certificate from Purchaser confirming receipt of performance bank guarantee with validity as per tender requirement.
- x) Receipt and acceptance of all material designated store at site on submission of Goods Receipt Voucher (GRV) & Certificate for receipt of all Goods as per PO issued by Purchaser/Consultant/ Engineer – in -Charge (EIC) at site.
- xi) The material shall be checked as per the packing list of the vendor without opening of the boxes for physical verification (must be verified jointly by Purchaser/Consultant)

1.1.2 15% on Installation, site acceptance, testing and commissioning of individual item on submission of invoice in triplicate with following document:

- i) Certificate from Owner / Consultant for successful testing, commissioning & acceptance of PCP system.
- ii) Certificate from Purchaser confirming validity of performance bank guarantee as per tender requirement.



1.1.3 10% of total supply portion on completion, Post commissioning survey and on handing over the PCP system on submission of invoice in triplicate with following document:

- i) Certificate from Owner/ Consultant for successful completion of PCP system.
- ii) Certificate from Owner/ Consultant for taking over of completion PCP system.
- iii) Certificate from Owner / Consultant for receipt of all requisite documents such as (i) warranty certificate; (ii) as built drawings; (iii) test reports; (iv) reconlisation statement etc.
- iv) Certificate from Purchaser confirming validity of performance bank guarantee as per tender requirement.

1.2 For Work Portion

1.1.1 90 % progressive monthly payment on submission of invoice in triplicate with following documents:

- i) Invoice covering PRS, if applicable

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- ii) Certificate from Owner / Consultant for completion of work as per approved Billing Schedule.
- iii) Certificate from Purchaser confirming validity of performance bank guarantee as per tender requirement.

1.1.2 10% of total work portion on completion and on handing over the PCP system shall be paid along with last 10% payment of Supply as detailed in para 1.1.3 above on submission of invoice in triplicate with following documents:

- iv) Certificate from Owner/ Consultant for successful completion of PCP system.
- v) Certificate from Owner/ Consultant for taking over of completion PCP system.
- vi) Certificate from Owner / Consultant for receipt of all requisite documents such as (i) warranty certificate; (ii) as built drawings; (iii) test reports; (iv) reconciliation statement etc.
- vii) Certificate from Purchaser confirming validity of performance bank guarantee as per tender requirement.

For Lumpsum Items

For all lumpsum items included in schedule of rates, contractor shall furnish price break-up for quoted lumpsum prices for the approval of Engineer-in-charge. Payment for such item shall be made accordingly. In this regard decision of MECON/OIL shall be final and binding to the bidder.



Note: Any further breakup of each activity for the payment purpose can be done depending upon the site situation/requirement and Recommendation by MECON/OIL.

5.0 PAYMENT METHODOLOGY

- 5.1 The contractor shall raise invoices on fortnightly basis. Bidder shall enclose all documents as per check list issued by EPCM/OIL. However, EIC may authorize payments for bills more frequently i.e. periodicity of less than fortnight, depending on site requirements.
- 5.2 The payments to the Contractor will be released within a period of 15 days from the date of receipt of the complete invoice as per the terms and conditions of the Contract.
- 5.3 OIL has introduced the computerized Bill Tracking system whereby the contractor will be issued a receipt at the time of the submission of the bills. The contractor can see the status of their bill on OIL's website.
- 5.4 Employer will release payment through e-payments only as detailed in the Bidding Document.
- 5.5 Further break-up of Lumpsum Prices, if deemed necessary for any progressive payment of individual item may be mutually arrived at between Engineer-in-Charge and the Contractor.
- 5.6 All payments against running bills are advance against the work and shall not be taken as final acceptance of work / measurement carried out till the final bill.

6.0 DEDUCTION AT SOURCE



Owner will release the payment after off-setting all dues to the owner payable by the contract under the contract. Deduction will be effected at source as per the law in force.

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ANNEXURE- 3 TO SCC

SCOPE OF WORK

Scope of work shall be as detailed in Scope of work, Technical Specifications, Schedule of Rates & various other parts of this Bidding Document.

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ANNEXURE- 4 TO SCC

SCOPE OF SUPPLY

1.1 Owner's Scope of Supply-Nil

1.2 Contractor's Scope of Supply

All materials required for successful completion of PCP works in all respects shall be supplied by the Contractor and the cost of such supply shall be deemed to have been included in the quoted price without any additional liability on the part of Owner.



ANNEXURE- 5 TO SCC

MEASUREMENT OF WORK

1.0 GENERAL

- 1.1 The mode of measurement shall be as mentioned in relevant standard specification incorporated in the Bidding Document. Any other mode of measurements not covered in above specifications shall be followed in accordance with relevant BIS codes/ Schedule of Rates/ Specifications etc. and/ or as decided by Engineer-in-charge.
- 1.2 Payment will be made on the basis of joint measurements taken by Contractor and certified by Engineer-in-charge. Measurement shall be based on “Approved for Construction” drawings, to be the extent that the work conforms to the drawings and details are adequate.
- 1.3 Wherever work is executed based on instructions of Engineer-in-charge or details are not adequate in the drawings, physical measurements shall be taken by Contractor in the presence of Engineer-in-charge.
- 1.4 No other payment either for temporary works connected with this Contractor for any other item such as weld, shims, packing plates etc. shall be made. Such items shall be deemed to have been included for in the rates quoted.
- 1.5 Measurement will be made for various items under schedule of rates on the following basis as indicated in the unit column.



i)	Weight	:	MT or Kg
ii)	Length	:	M (Metre)
iii)	Number	:	No.
iv)	Volume:	:	Cu.M
v)	Area	:	Sq.M
vi)	Spare	:	Set
- 1.6 All measurements shall be in metric system. All the works in progress will be jointly measured by the representative of the Engineer-in-charge and the contractor's authorised agent progressively. Such measurements will be either recorded/typed by the contractor in the numbered measurement sheets to be supplied by Engineer-in-Charge /Owner or computerized by Contractor themselves. The measurements shall be signed in token of acceptance by the contractor or his authorized representative. The contractor shall submit the bill in the approved performa in quintuplicate to the Engineer-in-Charge of the work.

	<p style="text-align: center;">PERMANENT CATHODIC PROTECTION WORKS FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPI2134P20</p>	
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ANNEXURE-6 TO SCC

**STANDARD SPECIFICATION
FOR
HEALTH, SAFETY AND ENVIRONMENTAL (HSE)
MANAGEMENT AT CONSTRUCTION SITES**



(FOR DETAILS – REFER OUR TECHNICAL SPECIFICATION No. MEC/S/05/21/65)

	<p style="text-align: center;">PERMANENT CATHODIC PROTECTION WORKS FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPI2134P20</p>	
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ANNEXURE-7 TO SCC

CONDITIONS FOR ISSUE AND RECONCILIATION OF MATERIAL

VOID

	<p style="text-align: center;">PERMANENT CATHODIC PROTECTION WORKS FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPI2134P20</p>	
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ANNEXURE-8 TO SCC

LIST OF MINIMUM EQUIPMENT TO BE DEPLOYED BY THE BIDDER

Sl. No.	Equipment Description	QTY (Nos.)
1.	Thermit weld kit	1
2.	Pin Brazing Machine	1
3.	Cable crimping tool	1
4.	CIPL Survey –Instrument (Required during post commissioning surveys)	1
5.	CAT Survey Instrument (Required during post commissioning surveys)	1
6.	DCVG Survey instrument (Required during post commissioning surveys)	1
7.	Data loggers (Required during post commissioning surveys)	2
8.	Soil resistivity instrument	1
9.	Insulation tester	1
10.	Continuity tester	1

Notes:

- Bidder is required to mobilize the above minimum critical equipments in good working condition and suitable for installation of PCP system & associated work. Bidder is required to augment the above equipments with additional numbers / categories of equipments as per actual requirement and instruction of Engineer-In-Charge without any additional financial implication to client.
- Bidder shall replace any defective / damaged equipments promptly to complete the work without any time & cost implication to the client / owner.
- After completion of certain activities, in case equipments are not required the same can be demobilised with prior approval of Engineer-In-Charge.

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ANNEXURE-9 TO SCC

MINIMUM NUMBER OF SKILLED MANPOWER TO BE DEPLOYED

Sl. No	DESCRIPTION	TOTAL REQUIREMENT
1.	Overall Project In-charge	1
2.	Discipline Engineer	1
3.	Skilled/Unskilled workers	AS REQD

NOTES:-

- (1) The details of minimum manpower required to be mobilized by the execution contractor to complete the work within schedule for each part given above and it is not exhaustive. Contractor is required to augment the above list with additional numbers/categories of workmen as required and directed by Engineer-In charge to complete the work within the completion time schedule and quoted price.
- (2) The Manpower as identified above, should have required qualification and adequate relevant experience.

ANNEXURE-9A TO SCC

**EXPERIENCE CRITERIA FOR KEY PERSONNEL TO BE DEPLOYED
DURING EXECUTION OF WORK**

- The Bidder must provide a detailed organisational chart indicating the organisation or personnel and equipment for each phase of the Works. CVs of main key persons shall be submitted by the Contractor along with bid and replacement of any of these key persons after LOA issuance shall be approved by Owner / Owner's representative. Key persons shall be deployed during the entire duration of the work till completion of all works. Non deployment of key persons will be subject to recovery as defined elsewhere in the bid.

Following key persons to be deployed during construction:

Sl. No.	Position	Qualification & Knowledge	Experience	No. of Key Personnel (minimum)
1.	Construction Manager / Construction In-Charge/RCM/Overall Project In-charge	Degree in Electrical/ Chemical or Metallurgical Engineering	B.E. in (Electrical, Chemical or Metallurgical Engineering) & at least 10 year Experience in the Cathodic Protection and shall be NACE certified level-II/III personnel & shall be available for entire time schedule of the project.	1 No.
2.	Discipline Engineer/Spread Incharge	Degree / Diploma in Electrical/ Chemical or Metallurgical Engineering	B.E. or Diploma in (Electrical, Chemical or Metallurgical Engineering) & at least 5 year Experience in the Cathodic protection and shall be available for entire time schedule of the project.	1 No.

ANNEXURE-10 TO SCC

HIRING / RECOVERY RATE FOR DEPLOYMENT OF MANPOWER



1. The Labour rates are “all inclusive”. These rates include but are not limited to all payroll costs and allowances, payroll taxes, fringe benefits, protective and/or special clothing, construction supplies required for work of a nature included in this contract, overhead, profit insurance, transportation and travel time.
2. The rates are inclusive of providing hand tools and consumables such as electrodes, filler wire, gases, grinding wheels where the concerned category of labour is expected to use in execution of the job but exclusive of all major equipment and machineries.
3. The normal time labour rates shall apply for all hours worked upto eight (8) hours in a day and overtime rates shall apply for all hours worked in excess of eight (8) hours in one working day, Sunday and Public Holidays. The payment for part of the day shall be made on prorata basis.

Sl. No.	Classification Personnel	Rates per day of Normal Hours	Rate per hour for OT, Sunday & Holiday
		(in Rs.)	(in Rs.)
1.	Foreman	2000	430
2.	Supervisor	2000	430
3.	Discipline Engineer	2500	650
4.	UT Interpreter	2500	750
5.	Overall Project In-charge	5000	1000
6.	QA/QC / Safety / Planning / NDT Engineer	2500	750

(SIGNATURE OF BIDDER)

NOTES:-

1. Rates are final and Tenderer is to sign only without deviation.
2. In case of foreign bidder, conversion rate applicable on one day prior to price bid opening date published by the State Bank of India will be considered.

	<p style="text-align: center;">PERMANENT CATHODIC PROTECTION WORKS FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPI2134P20</p>	
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ANNEXURE –11 TO SCC



EQUIPMENT HIRING/RECOVERY RATES

SL. NO.	DESCRIPTION OF EQUIPMENT	HIRING/RECOVERY RATES(IN INR) PER DAY(MINIMUM 8 HOURS) INCLUDING CONSUMABLES
1.	Thermit weld kit	Rs. 1500
2.	Pin Brazing Machine	Rs. 3500
3.	Cable crimping tool	Rs. 1500
4.	CIPL Survey –Instrument (Required during post commissioning surveys)	Rs. 4000
5.	CAT Survey Instrument (Required during post commissioning surveys)	Rs. 4000
6.	DCVG Survey instrument (Required during post commissioning surveys)	Rs. 4000
7.	Data loggers (Required during post commissioning surveys)	Rs. 1500
8.	Soil resistivity instrument	Rs. 1500
9.	Insulation tester	Rs. 350
10.	Continuity tester	Rs. 350

(SIGNATURE OF BIDDER)

NOTES:-



1. Rates are final and Tenderer is to sign only without deviation.
2. In case of foreign bidder, conversion rate applicable on one day prior to price bid opening date published by the State Bank of India will be considered.

	<p style="text-align: center;">PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPI2134P20</p>	
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VOLUME-I PART – IV

ANNEXURE –A:

VOID

	<p style="text-align: center;">PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPI2134P20</p>	
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ANNEXURE –B: INTEGRITY PACT

INTEGRITY PACT

Between

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

And

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

Preamble:

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.

The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.



If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption The Principal intends to award, under laid down organizational procedures, contract/s forThe Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal co-operates with the renowned international Non-Governmental Organisation “Transparency International” (TI). Following TI's national and international experience, the Principal will appoint an External Independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

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

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

	<p style="text-align: center;">PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPI2134P20</p>	
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3. The Principal will exclude from the process all known prejudiced persons.

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

Section 2 - Commitments of the Bidder/Contractor

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

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.



4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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



If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or 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.

	<p style="text-align: center;">PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPI2134P20</p>	
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1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9 – Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit/Performance Bank Guarantee.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

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Section 5 - Previous transgression

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

Section 6 - Equal treatment of all Bidders/Contractor/Subcontractors



1. The Principal will enter into Pacts on identical terms with all bidders and contractors.
2. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact. The bidder/contractor shall be responsible for any violation(s) of the provisions laid down in this Agreement/Pact by any of its sub-contractors/sub-vendors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidders/Contractors/Sub-contractors

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

Section 8 - External Independent Monitor/Monitors

1. The Principal appoints competent and credible External Independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

	<p style="text-align: center;">PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPI2134P20</p>	
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5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clauses provided in the main Tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal



Place: Duliajan.

Date:

For the Bidder/Contractor

Witness 1:



Witness 2:

	<p align="center">PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPI2134P20</p>	
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VOLUME-I PART – V



PROFORMAS

PROFORMA-A & A1	VOID
PROFORMA-B	BIDFORM
PROFORMA-C	STATEMENT OF NON-COMPLIANCE
PROFORMA-D	FORM OF BID SECURITY (BANK GUARANTEE)
PROFORMA-E	FORM OF PERFORMANCE BANK GUARANTEE
PROFORMA-F	AGREEMENT FORM
PROFORMA-G	PROFORMA OF LETTER OF AUTHORITY
PROFORMA-H	LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
PROFORMA-I	BIDDER'S GENERAL INFORMATION
PROFORMA J1	PROFORMA FOR SUBMISSION OF DETAILS OF SPECIFIC EXPERIENCE AND ANNUAL TURNOVER DETAILS AS CALLED IN "QUALIFICATION CRITERIA" OF INVITATION FOR BID
PROFORMA J2	ANNUAL TURNOVER STATEMENT
PROFORMA J3	FORMAT FOR CHARTERED ACCOUNTANT / STATUTORY AUDITOR CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
PROFORMA K	REPLY TO COMMERCIAL QUESTIONNAIRE
PROFORMA L	INCOME TAX, PAN NUMBER, PF REGISTRATION NUMBER
PROFORMA M	CHECKLIST FOR SUBMISSION OF BID
PROFORMA N	DECLARATION OF BIDDER REGARDING BLACK LISTING/ HOLIDAY LISTING
PROFORMA O	FORMAT OF UNDERTAKING BY BIDDERS TOWARDS SUBMISSION OF AUTHENTIC INFORMATION/DOCUMENTS
PROFORMA P	VOID
PROFORMA Q	INFORMATION ABOUT ANY CURRENT LITIGATION / ARBITRATION, IF ANY, IN WHICH BIDDER IS INVOLVED OR DETAILS REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP
PROFORMA R	A SELF-DECLARATION ON LETTER HEAD IN REGARDS TO BIDDER NOT BEING UNDER LIQUIDATION, COURT RECEIVERSHIP OR SIMILAR PROCEEDINGS.

	<p align="center">PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPI2134P20</p>	
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PROFORMA-A & A1

VOID

	<p style="text-align: center;">PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPI2134P20</p>	
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PROFORMA-B

BIDFORM

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

Sub: **IFB NO. CPI2134P20**

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of **AS QUOTED IN PRICE BID** 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 (**COMPLETION PERIOD AS PER TENDER**) days calculated from the date both parties have signed the Contract.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding (**AMOUNT AS PER FORWARDING LETTER**) for the due performance of the Contract.

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 2018.



Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

***NOTE- PRICES MUST NOT DECLARED IN THE TECHNICAL BID**

	PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD. IFB NO. CPI2134P20	
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PROFORMA-C

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

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

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

2.0 In addition to the above the Bidder shall furnish detailed information pertaining to construction, operational requirements, velocity-pattern, added technical features, if any and limitations etc. of the Inspection Tool proposed to be deployed.



Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal 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 as per above format and submit along with their bids. If the "Statement of Non Compliance" in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

	<p>PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p>IFB NO. CPI2134P20</p>	
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PROFORMA-D

FORM OF BID SECURITY (BANK GUARANTEE)

To:
M/s. OIL INDIA LIMITED,
GM (Projects - C&P),
Projects Department,
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain oil field services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s IFB NO. xxxx. KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this ____ day of ____ 2019.

THE CONDITIONS of these obligations are:

- (1) If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:
 - (a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or
 - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;



We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of 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 (**) and any demand in respect thereof should reach the Bank not later than the above date.

SIGNATURE AND SEAL OF THE GUARANTORS _____
Name of Bank & Address _____

Witness _____
Address _____

(Signature, Name and Address)

	<p style="text-align: center;">PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPI2134P20</p>	
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Date: _____

Place: _____

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

** Date of expiry of Bank Guarantee should be as specified in the tender document.



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

- a.
 - (i) “MT 760/MT 760 COV for issuance of Bank Guarantee
 - (ii) MT 760/MT 767 COV for amendment of Bank Guarantee

The above Message/Intimation shall be sent through SFMS by the BG issuing Bank Branch to Axis Bank, Duliajan Branch, IFS Code- UTIB0001129.

Branch Address: Axis Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District: Dibrugarh, PIN: 786602”

- b. Bidders should submit the copy of SFMS Message as sent by the issuing Bank Branch along with the original Bank Guarantee.

	<p style="text-align: center;">PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPI2134P20</p>	
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PROFORMA –E

FORM OF PERFORMANCE BANK GUARANTEE

To:
M/s. OIL INDIA LIMITED,
GM (Projects - C&P),
Projects Department,
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called "the Contract").

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

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

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

This guarantee is valid until the date _____ (calculated at 3 months after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____



Address _____

Witness _____

Address _____

Date

Place _____



	<p style="text-align: center;">PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPI2134P20</p>	
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Note :Note: The bank Guarantee issued by the Bank must be routed through SFMS Platform as per following details:

- a.
 - (i) “MT 760/MT 760 COV for issuance of Bank Guarantee
 - (ii) MT 760/MT 767 COV for amendment of Bank Guarantee

The above Message/Intimation shall be sent through SFMS by the BG issuing Bank Branch to Axis Bank, Duliajan Branch, IFS Code- UTIB0001129.
Branch Address: Axis Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District: Dibrugarh, PIN: 786602”

- b. The Contractor/Supplier should submit the copy of SFMS Message as sent by the issuing Bank Branch along with the original Bank Guarantee.

	PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD. IFB NO. CPI2134P20	
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PROFORMA-F

AGREEMENT FORM

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



WHEREAS the Company desires that Supply of _____ (brief description of supplies) should be provided by the Contractor as detailed hereinafter or as Company may requires;

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

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

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
 - (a) Part I indicating the Introduction To Bidders;
 - (b) Part III Section - 1 indicating the General Conditions of this Contract;
 - (c) Part III Section – 2A indicating the Special Terms & Condition;
 - (d) Part III Section- 2B indicating the Annexures to SCC including Schedule of Rates

	<p align="center">PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPI2134P20</p>	
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3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.
4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of



In presence of

1.

1.

2.

2.

	<p style="text-align: center;">PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPI2134P20</p>	
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PROFORMA–G

PROFORMA OF LETTER OF AUTHORITY

TO
GM (Projects - C&P),
Projects Department,
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

Sir,

Sub: **OIL's IFB NO. CPI2134P20**

We _____ confirm that Mr. _____ (Name and address) as authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. _____ for the supply of _____.

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

Yours Faithfully,



Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

	<p align="center">PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPI2134P20</p>	
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PROFORMA–H

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

TO
GM (Projects - C&P),
Projects Department,
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

Date: _____

Sir,

Sub : OIL's IFB No. CPI2134P20

We authorise Mr. /Mrs. _____ (Name and address) to be present at the time of opening of the above IFB due on _____ at Duliajan on our behalf.

Yours Faithfully,



Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

	PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD. IFB NO. CPI2134P20	
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PROFORMA-I

BIDDER'S GENERAL INFORMATION

To
OIL INDIA LTD.

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Address of Registered Office: _____

City _____ District _____

State _____ PIN/ZIP _____

Country _____

1-4 Operation Address if different from above: _____:

City _____ District _____

State _____ PIN/ZIP _____

Country _____

1-5 Telephone Number: _____

(Country Code) (Area Code) (Telephone No.)

1-6 E-mail address: _____

1-7 Website: _____



1-8 Fax Number: _____

(Country Code) (Area Code) (Telephone No.)

1-9 ISO Certification, if any {If yes, please furnish details}



1-10 Banker's Name : _____

1-11 Branch : _____

	<p align="center">PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPI2134P20</p>	
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- 1-12 Branch Code : _____
- 1-13 Bank account number : _____
- 1-14 GST Registration number : _____
- 1-15 GST Range : _____
- 1-16 GST Division : _____
- 1-17 PAN/Tax Identification No. : _____
- 1-18 Port of shipment/ Dispatch Point : _____
- 1-19 Offer No. : _____
- 1-20 Whether Supplier / Manufacturer:
Dealer / Trader / Contractor _____
- 1-21 Type of Material Supplies: _____
- 1-22 We (Bidder) are covered under the : _____
definition of section 2 (n) of the
MSMED Act (Indian Bidder only)
- 1-23 Whether Micro or Small Enterprise : _____
(Indian Bidder only)
- 1-24 Whether MSE is owned by SC/ST : _____
Entrepreneur(s) (Indian Bidder only)

STAMP AND SIGNATURE OF BIDDER

	PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.	
IFB NO. CPI2134P20		

PROFORMA-J



SUB PROFORMA J1

**PROFORMA FOR SUBMISSION OF DETAILS OF SPECIFIC EXPERIENCE
AND ANNUAL TURNOVER DETAILS AS CALLED IN “QUALIFICATION
CRITERIA” OF INVITATION FOR BID**

S.No.	Description	Details

1. Name of the Bidder :
2. Bidder to specify the details of work(s) executed by the Bidder complying the requirement of IFB. Experience details as below

SL. NO.	SUBJECT	DETAILS	
2A.	Name of Work		
2B.	Details of Client/ Consultant	CLIENT	CONSULTANT
2B1	Name		
2B2	Postal Address		
2B3	Phone, Fax, e-mail	Phone _____ Fax _____ e-mail _____	Phone _____ Fax _____ e-mail _____
2C.	Work Details		
2C1	Basis of Execution		
2C2	Contract Value (exclusive of taxes)	Awarded - Executed -	

	PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.	
IFB NO. CPI2134P20		

SL. NO.	SUBJECT	DETAILS
2C3	Time Schedule	Date of Award of Work - Time Schedule - Schedule Date of Completion - Actual Date of Completion - Reasons for delay, if any -

3. Submission of Documentary Evidence:

- | | | |
|-----|--------------------------------|--------------------------|
| i) | Copy of Work Order | Submitted/ Not Submitted |
| ii) | Copy of Completion Certificate | Submitted/ Not Submitted |

Bidder must ensure that all details filled at Sr. No.2 above are covered in work order/ completion certificate. In case certain details are not covered, bidder may submit additional authenticated document/ certificate in respect of the same.

4. Annual turnover for the last three financial years :

- i) Year 1 :
ii) Year 2 :
iii) Year 3 :

5. Submission of Documentary Proof :

- | | | |
|-----|--|--------|
| (i) | Audited Balance Sheet including Profit Loss Accounts
Statement for the last three years of the Bidder | Yes/No |
|-----|--|--------|



NOTE:

- i) Bidder shall furnish the experience details as above only of those projects which they consider suitable for meeting the Qualification Criteria. OIL reserve the right not to evaluate any other project details. Details of more projects may be furnished in the same format, if desired.
- ii) Bidder to note that non-submission of relevant supporting documents may lead to rejection of their bid. It shall be ensured that all relevant supporting documents are submitted alongwith their bid in the first instance itself. Evaluation may be completed based on the details so furnished without seeking any subsequent additional information.

SIGNATURE OF THE BIDDER : _____

NAME OF THE BIDDER : _____

COMPANY SEAL : _____

	PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD. IFB NO. CPI2134P20	
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SUB PROFORMA J2

ANNUAL TURNOVER STATEMENT

The bidder shall indicate herein his Annual Turnover during preceding 3 years based on the audited balance sheet/profit & loss account statement.



FINANCIAL YEAR	ANNUAL TURNOVER (RS.)
Year 1	
Year 2	
Year 3	

NOTE:

1. Copies of audited balance sheets with Profit & Loss account statement for last 3 years are enclosed along with the bid.
2. A brief note should be appended describing thereby details of turnover as per audited results..
3. In case of tenders having the bid closing date up to 30th September of the relevant financial year and audited financial results of immediate 3 preceding financial year being not available, the bidder has an option to submit the audited financial results of three years immediately prior to relevant financial year. Wherever, the bid closing date is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediate preceding three financial years

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

	PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD. IFB NO. CPI2134P20	
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SUB PROFORMA J3
FORMAT FOR CHARTERED ACCOUNTANT / STATUTORY AUDITOR
CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

We have verified the Annual Accounts and other relevant records of M/s..... (Name of the bidder) and certify the following

A. ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :

Description	Year _____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets- Current liabilities)	
4. Net Worth (Paid up share capital and Free Reserves & Surplus)	

Name of Audit Firm: [Signature of Authorized Signatory]

Chartered Accountant Name:

Date: Designation:



Seal:

Membership no.

Instructions:

- The financial year would be the same as one normally followed by the bidder for its Annual Report.
- The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non responsive.
- For the purpose of this Tender document, (i) Annual Turnover shall be “Sale value/ Operating Income” (ii) Working Capital shall be “Current Assets less Current liabilities” and (iii) Net Worth shall be “Paid up share capital and Free Reserves & Surplus”



This certificate is to be submitted on the letter head of Chartered Accountant.

	<p align="center">PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPI2134P20</p>	
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PROFORMA-K



REPLY TO COMMERCIAL QUESTIONNAIRE

Sr. No.	Commercial Query	Bidder's Reply / Confirmation
1	Please confirm that Main Index Document along with Amendment, if any, duly signed and stamped on each page has been submitted along with the Bid.	
2	Confirm that all pages of the Bid have been numbered in sequential manner	
3	Confirm that Bid has been submitted to OIL's E-Procurement website as specified in Instructions to Bidders.	
4	Confirm that you have studied complete Bidding document including technical and commercial part and your Bid is in accordance with the requirements of the Bidding documents.	
5	Confirm that the price part does not include any terms and conditions. In case any terms and conditions are mentioned in the price part, the same shall be treated as null and void.	
6	Confirm your compliance to total scope of work mentioned in the Bidding document.	
7	Confirm your acceptance for "SCOPE OF WORK" mentioned in the Bidding Document. Please note that scope of work mentioned in the Bidding document is not limitative and shall include supply of all materials required for completion of Work irrespective of whether such materials are mentioned in the Bidding document or not.	
8	Confirm your acceptance for time schedule as per Bidding Document.	
9	Confirm that your Bid is substantially responsive to the requirements of the Bidding document, and you have not stipulated any material deviation and submitted all details as specified in the Bidding document.	
10	Confirm that proposed adequate project / site organization with qualified supervisory personnel having sufficient experience shall be engaged.	
11	Confirm that all costs resulting from safe execution of work, such as safety induction, use of protective clothing, safety glasses and helmet etc. have	

	<p align="center">PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPI2134P20</p>	
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Sr. No.	Commercial Query	Bidder's Reply / Confirmation
	been considered, including any special safety measures required to be taken or any other safety measures to be undertaken for the execution of Work are included in the quoted price.	
12	Please confirm that all safety rules & regulations as mentioned in Bidding Document shall be adhered by bidder within quoted price.	
13	Safety precautions shall be followed by CONTRACTOR as mandatory:	
14	<p>Confirm the following:</p> <p>“The planning schedule, S-curves submitted by the bidder with his bid, are indicative and shall not be basis for extra compensation in case actual needs are higher.</p> <p>Detailed planning schedule developed by CONTRACTOR after Contract award may be subject to fluctuations depending upon actual progress of the project.</p> <p>Co-ordination and making available by CONTRACTOR of all staff, manpower, construction equipment, tools, etc. and materials as required for a timely completion of all work as per OIL/PMC INSTRUCTION and priority schedule and in accordance with the available Work front are to be included in the pricing</p>	
19	Please furnish the biodata of key personnel including nominated Project Director, Project Manager, Engineering Manager, Engineering Co-ordinator, Purchase Manager, QA/QC Manager, Commissioning Manager, Commissioning Engineer, etc. These will be reviewed and approved by Consultant.	
20	Please confirm that your bid is valid for 120 days from the date of closing of bid.	
21	Please confirm, you shall submit Completion Documents.	
22	Whether the Bidder has quoted after taking into account various incentives and concessions granted to them for supplies to OIL, like facility to import raw material and components on concessional rate of customs duty, Input Tax Credit, etc. ?	

STAMP AND SIGNATURE OF BIDDER

	<p style="text-align: center;">PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPI2134P20</p>	
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PROFORMA-L

INCOME TAX NUMBER –

PAN NUMBER –

PF REGISTRATION NUMBER –



DISTRICT & STATE-

ESI REGISTRATION NUMBER-

We hereby confirm that the above PF Account is under operation presently and shall be used for all PF related activities for the labour engaged by us in the present work (if awarded to us).

(COPIES OF ABOVE TO BE PROVIDED BY THE BIDDER)

STAMP AND SIGNATURE OF BIDDER

	<p style="text-align: center;">PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPI2134P20</p>	
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PROFORMA-M

CHECKLIST FOR SUBMISSION OF BID

Bidder is requested to fill this check list and ensure that all details/documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped checklist with each copy of the “Techno-Commercial bid”.

Please tick the box and ensure compliance:

- (1.0) Pro-Forma of Acknowledgement Letter & Intention to Bid

Submitted

☐

- (2.0) Pro-Forma of Declaration of blacklisting / holiday listing

Submitted

☐

- (3.0) Power of Attorney in Favour of the person who has signed the bid on stamp paper of
Appropriate value**

Submitted

☐

Not Applicable

☐

- (4.0) Submission of documents to establish conformity with Bidder’s Qualification Criteria as per Instruction to bidder (ITB)

Submitted

☐

Not Applicable

☐

- (5.0) Partnership Deed in case of partnership firm and Article of Association (AOA) / Memorandum of Association (MOA) in case of limited company

Submitted

☐

Not Applicable

☐

- (6.0) Present/ Concurrent Commitments as per ITB

Submitted

☐



- (7.0) Schedule of Deviations to General & Commercial conditions as per ITB

Submitted



☐

- (8.0) Schedule of Deviations to technical specifications as per ITB

☐

	<p align="center">PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPI2134P20</p>	
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- Submitted
- (9.0) Overall schedule for completion of work in the form of Bar Chart
- ☐
- Submitted
- (10.0) Commercial Details/ Documents specified in part – I: Commercial
- ☐
- Submitted ☐ Not Applicable ☐
- (11.0) Technical Details/ Documents specified in part – II: Technical
- ☐
- Submitted ☐ Not Applicable ☐
- (12.0) Blank copy (without price) of schedule of Price indicating “Quoted” duly signed and stamped on each page
- ☐
- Submitted
- (13.0) Schedule Bar chart, proposed site organization chart
- ☐
- Submitted
- (14.0) PAN Details EPF, ESI, GST registration certificate, income tax clearance certificate, solvency certificate
- ☐
- Submitted
- (15.0) Applicable registration certificates for claiming benefit under MSME policy
- ☐
- Submitted ☐ Not Applicable ☐
- (16.0) Financial balance sheet, profit and loss account, Assets / Liability sheet as per ITB
- ☐
- Submitted ☐ Not Applicable ☐
- (17.0) Complete tender document duly signed and stamped by the Bidder in token of having received and read all the parts of the Bidding documents and having accepted and considered the same in preparing and submitting the Bid and submission of an undertaking that no pages have been altered / changed with respect to the tender documents and all subsequent amendments.

	<p>PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p>IFB NO. CPI2134P20</p>	
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	Submitted	<input type="checkbox"/>	
(18.0) Earnest Money Deposit (EMD) as per ITB section			
Submitted	<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>
(19.0) Integrity pact duly signed and stamped			
Submitted			<input type="checkbox"/>
(20.0) Quality manual, sample audit report as per QMS section and safety assurance plan			
Submitted			<input type="checkbox"/>
(21.0) Information about Tenderer and details of similar work done			
Submitted			<input type="checkbox"/>
(22.0) Details of tool, tackles & equipment available with tenderer for use in this work			
Submitted			<input type="checkbox"/>
(23.0) Manpower estimation for job, deployment chart with bio-data / Experience / qualification of all supervisory staff			
Submitted			<input type="checkbox"/>
(24.0) Certificate of approval for compliance to ISO:9001 standard submitted by contractor			
Submitted			<input type="checkbox"/>
(25.0) Performance Guarantee Schedule (Schedule-I)			
Submitted			<input type="checkbox"/>

CONFIRM THE FOLLOWING:

(1.0)	All pages of the bid have been page numbered in sequential manner.	<input type="checkbox"/>
	YES	

	<p align="center">PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPI2134P20</p>	
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(2.0) Bidding Document marked “ORIGINAL” along with Original offer, Compliance Letter for Addendum/ Amendment, if any, has been submitted duly signed and stamped on each page.

YES

☐

(3.0) Declaration By Bidder Regarding Directors Of The Company

YES

☐



CONFIRM & ENSURE COMPLIANCE:

DESCRIPTION	YES / NO
Cover Envelope containing submission of Physical documents	
a. Original Bid Security b. Printed catalogue and Literature, if any c. Power of Attorney for signing the bid. d. Any other document required to be submitted in original as per tender.	

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____



COMPANY SEAL : _____

	<p style="text-align: center;">PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPI2134P20</p>	
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PROFORMA-N

DECLARATION OF BIDDER REGARDING BLACK LISTING/ HOLIDAY LISTING

**BIDDER SHALL PROVIDE SELF DECLARATION ON COMPANY'S LETTER
HEAD DULY SIGNED & STAMPED**

	<p style="text-align: center;">PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPI2134P20</p>	
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PROFORMA-O

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

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

Ref. No _____ Date _____
Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. _____ Dated _____

To,
GM(Projects- C&P)
Projects Department
OIL, Duliajan
Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)
Signature of Authorised Signatory

Name :



Designation :

Phone No.

Place :

Date :



(Affix Seal of the Organization here, if applicable)

	<p style="text-align: center;">PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPI2134P20</p>	
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PROFORMA-P

Proforma of Bank Guarantee towards Purchase Preference – Local Content

NOT Applicable for present tender

	PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD. IFB NO. CPI2134P20	
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PROFORMA-Q

**INFORMATION ABOUT ANY CURRENT LITIGATION / ARBITRATION, IF ANY,
IN WHICH BIDDER IS INVOLVED OR DETAILS REGARDING
HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP**
(On your company's letter head duly signed & stamped)

The litigation history shall include:

Sl. No.	DESCRIPTION	DETAILS
a.	Arbitration cases pending	
b.	Disputed incomplete works	
c.	Pending civil cases against the firm and/or its Proprietor / Partner(s) / Director(s) involving moral turpitude in relation to business dealings	
d.	Pending criminal cases against the firm and / or its Proprietor / Partner(s) / Director(s) involving moral turpitude in relation to business dealings. (v) Punishments awarded under civil cases and/or criminal cases involving moral turpitude in relation to business dealings to the firm and/or its Proprietor/ Partner(s)/ Director(s)	

STAMP AND SIGNATURE OF BIDDER

	<p style="text-align: center;">PERMANENT CATHODIC PROTECTION WORK FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPI2134P20</p>	
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PROFORMA-R

**DECLARATION OF BIDDER REGARDING
LIQUIDATION, COURT RECEIVERSHIP OR SIMILAR PROCEEDINGS**

**BIDDER SHALL PROVIDE SELF DECLARATION ON COMPANY’S LETTER
HEAD DULY SIGNED & STAMPED**

END OF PART – V, VOLUME-I

&&&&