

**KG BASIN PROJECT**

D. NO. 11-4-7, 3RD FLOOR,  
NOKALAMMA TEMPLE STREET  
RAMARAOPET, KAKINADA-533004  
ANDHRA PRADESH, INDIA  
E-mail: kgbasin@oilindia.in

**(FORWARDING LETTER)****NOTICE INVITING TENDERS****INTERNATIONAL COMPETITIVE BIDDING**

**Subject: IFB No. CEG5287P24 for engaging EPCI Contractor on LSTK basis for Well Head platforms with minimum facilities, Subsea and Onshore pipelines including monitor & control system for development of OIL's shallow water offshore block KG/OSDSF/GSKW/2018 and Onshore part in ONGCL's Block at Odalarevu & Kesanapalli area for a period of about 2 years.**

Dear Sirs,

**1.0** OIL INDIA LIMITED (OIL), a "Maharatna" Category, Government of India Enterprise, is a premier Oil Company engaged in the exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Oil India Limited (OIL)'s Project office located at Kakinada is presently entrusted to coordinate activities related to the exploration and production of oil and natural gas from the Krishna Godavari onland and offshore, Mahanadi onland, Andaman offshore and Kerala-Konkan offshore basins in India. The Project Office of OIL at Kakinada is well connected by road, rail and air.

1.1 OIL was awarded a shallow water offshore block KG/OSDSF/GSKW/2018 in the Krishna-Godavari Basin by Government of India under the second round of Discovered Small Fields (DSF-II) in March 2019. Revenue Sharing Contract (RSC) for the Block was signed on 07.03.2019 and Petroleum Mining Lease (PML) was granted on 08.07.2019 (Effective Date). OIL, being the sole operator of the Block, has a program for development of four (04) offshore wells within the block validity. OIL has appointed M/s Petro6 Engineering & Construction Pvt. Ltd. as their PMC Consultant for implementation of the project.

1.2 OIL intends to hire a EPCI Contractor on LSTK basis for Well Head platforms with minimum facilities, Subsea and Onshore pipelines including monitor & control system for development of OIL's shallow water offshore block KG/OSDSF/GSKW/2018 and Onshore part in ONGCL's Block at Odalarevu & Kesanapalli area.

**2.0** In connection with its Offshore operations in DSF-II Block KG/OSDSF/GSKW/2018 in the Krishna - Godavari Basin, OIL invites International Competitive Bids (ICB) from competent and experienced contractors through OIL's e-procurement site for hiring of subject services. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's e-procurement portal. Interested and eligible contractors are invited to submit their most competitive bids on or before the scheduled bid closing date and time through OIL's e-procurement portal. For ready reference of prospective bidders, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

a)	IFB No. /E-Tender No.	:	<b>CEG5287P24</b>
b)	Type of Bidding	:	<b>Online Global e-Tender:</b> Single-Stage Two-

			Bid System
c)	Tender Fee	:	Not Applicable
d)	Bid Closing Date & Time	:	As mentioned in the E-procurement portal.
e)	Technical Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
f)	Price Bid Opening Date & Time	:	Will be intimated to the eligible / qualified Bidders nearer the time.
g)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
h)	Bid Opening Place	:	Office of Executive Director (KGB & MBP), Oil India Ltd., KG Basin Project D. No. 11-4-7, Nookamma Temple Road Ramarao Peta, Kakinada Andhra Pradesh-533004, India
i)	Bid Validity	:	<b>120 (One Hundred Twenty)</b> days from Bid Closing date.
j)	Mobilization Time	:	<b>21 days</b> from date of issue of Mobilization LOA / Notice by OIL.
k)	Bid Security Amount	:	<b>USD 8,37,900.00 or INR 6,96,88,143.00</b>  (Refer <b>Clause 11.0</b> of <u>Part-1 Instruction to Bidders</u> regarding Exemption from submission of Bid security.)
l)	Bid Security Validity	:	<b>150 (One Hundred Fifty) days</b> from Bid Closing Date
m)	Amount of Performance Security	:	<b>10%</b> of total estimated contract value
n)	Validity of Performance Security	:	Should be valid throughout the contract period up to 15 (fifteen) months beyond completion of Contract.
o)	Location of job	:	Offshore DSF-II Block : KG/OSDSF/GSKW/2018 and Onshore part in ONGCL's Block at Odalarevu & Kesanapalli area.
p)	Duration of the Contract	:	2 (two) years or till completion, whichever is later.  Completion Timeline as per Clause <b>76.3.1</b> of Part-3, Section-III SCC (Special Conditions of Contract) of Volume-I
q)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer <b>Clause 76.4</b> of Part-3, Section-III SCC (Special Conditions of Contract) of Volume-I.
r)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
s)	Pre-Bid Conference Date and Venue	:	<b>17.01.2024 At 11:00 AM (IST) at OIL's Project Office in Kakinada, Andhra Pradesh, India</b>
t)	Last Date of receipt of Queries for discussion in pre-bid conference	:	<b>Up to 05:30 PM (IST) of 11.01.2024.</b>

u)	Bids to be addressed to	: Office of Executive Director (KGB & MBP), Oil India Ltd., KG Basin Project D.NO.11-4-7, Nookalamma Temple Road Ramarao Peta, Kakinada Andhra Pradesh-533004, India
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**2.1 Pre-Bid Conference:** A Pre-Bid conference is scheduled on **17.01.2024 at 11.00 AM (IST)** in OIL's KG Basin Project Office at D. No. 11-4-7 Nookalamma Temple Road, Ramarao Peta, Kakinada, Andhra Pradesh-533004, India to explain the requirements of Company in details to the interested prospective Bidders and to understand bidders' perspective including exchange of views/clarifications, if any, on the Scope of Work, Bid Evaluation Criteria and other terms & conditions of the Tender. At the most 2 (two) representatives from each prospective bidder shall be allowed to participate in the Pre-Bid conference. All costs for attending the Pre-Bid conference shall be to prospective bidders' account. Foreign bidder may also request OIL for an invitation letter, if required, for the purpose of visa for attending the conference. Prospective bidders may also attend the Prebid conference through Video Conference (VC). The link for VC or exact venue for pre-bid conference shall be communicated to the nominated representatives nearer the scheduled date of pre-bid conference.

**2.2** It is recommended to the prospective Bidders to attend the pre-bid conference and to make site visits to familiarize themselves with all the salient features of terrain and available infrastructure in OIL's operational areas. This will help the bidder to understand the total requirement for proper bidding.

### **2.3 Queries / Clarifications on the Tender:**

**2.3.1** The prospective Bidders shall submit their queries / clarifications against the tender through e-mail / Fax / Courier addressed to Executive Director (KGB&MBP), OIL INDIA LIMITED, KG Basin Project Office at D. No. 11-4-7 Nookalamma Temple Road, Ramarao Peta, Kakinada, Andhra Pradesh-533004, India and such queries must reach OIL's KG Basin Project office at Kakinada latest by **11.01.2024**. OIL shall provide clarifications on the date of Pre-Bid conference to only those queries received within this date. Replies will also be uploaded in OIL's e-tender portal. Queries / Clarifications against the tender received after **11.01.2024** will not be entertained and replied. OIL will not be responsible for non-receipt or late receipt of any Bidder's query in OIL's office. A soft copy of the queries in the word file shall also be submitted by the parties through email.

**2.3.2** Clarifications / exceptions / deviations, if required any, should be brought out by the bidder prior to or during the Pre-Bid Conference only. After processing these suggestions, as a sequel to the Pre-Bid conference, Company may communicate the changes in this regard, if agreed any, through an addendum to tender document to the prospective bidders who have registered against the tender. *Company will not accept any exception / deviation to tender conditions / specifications once the same are frozen after the Pre-Bid conference and the non-compliant Bid (s) shall be rejected outright against this tender.*

### **3.0 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 have been signed by the bidder's authorized signatory who signs the Bid.

#### **4.0 Guidelines for Participating In Oil's E-Procurement:**

**4.1** To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organization's 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.** However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. **Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.**

**4.2** 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 vendor's system.

**4.3** Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder changes 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. will not be responsible.

**4.4** For participation, applicants already having User ID & Password for OIL's E-Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL's E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.

4.4.1 Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online registration, bidder may visit OIL's E-Tender site - <https://etender.srm.oilindia.in/irj/portal>.

4.4.2 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.

**4.5** Parties who do not have a User ID, can click on Guest login button in the e-Tender portal to view and download the tender. The detailed guidelines are given in User Manual available in OIL's E-Procurement site. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in), Ph.: 0374- 2807171/7192.

4.5.1 Details of the process for submission of Bid Security (EMD) through the online payment gateway are available in Vendor User Manual under e-procurement Portal. (Note: Important Points for online Payment can be viewed at Oil India's website at URL <http://oil-india.com/pdf/ETenderNotification.pdf>).

4.5.2 The link for OIL's E-Procurement Portal is available on OIL's web site ([www.oil-india.com](http://www.oil-india.com)).

## 5.0 **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 / cancelled, as the case may be, the Bid Security / Performance Security shall be forfeited 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. Undertaking of authenticity of information / documents submitted as per **PROFORMA-K** should be submitted along with the technical bids.
- iv) ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy available in OIL's website: [www.oil-india.com](http://www.oil-india.com).
- v) Bid should be submitted online in OIL's E-procurement site up to **01.00 PM (IST)** (Server Time) on the date as mentioned and will be opened on the same day at **3.00 PM (IST)** at the office of the ED-KGB & MBP, Kakinada in presence of the authorized representatives of the bidders.**
- vi) If the digital signature used for signing is not of "Class-3" with Organization's name, the bid will be rejected.**
- vii) The tender is invited under **SINGLE-STAGE TWO-BID SYSTEM**. The bidders shall submit both the "**TECHNICAL**" and "**PRICED**" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded 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 can be uploaded under "Notes & Attachments" tab. A screenshot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria.****

RFx Response Number 60037504    RFx Number TESTARUP    Status In Process    Submission Deadline 15.04.2017 11:00:00 INDIA    Opening Date 15.04.2099 00:00:00 INDIA

RFx Response Version Number Active Version    RFx Version Number 1

RFx Information    Items    Notes and Attachments    Conditions    Summary    Tracking

Basic Data    Questions    Technical Attachments

▼ Notes

Clear

Category	Description
Conditions of Participation	-Empty-
Bid Invitation/Auction Text	-Empty-
Bidder's Remarks	-Empty-
Purchaser's Remarks	-Empty-

▼ Attachments

▼ cFolder Attachments

Add Attachment    Delete    Verify Signature

cFolder Name	Category	Description	File Name	Version	Processor	Ch
The table does not contain any data						

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

**Notes:**

\* 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.

**viii) Maintenance of Total bid value in the Response:** For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing to all the Techno-commercially qualified Bidders against the tender after price bids are opened in the system. For tenders where **Detailed Price Information under RFx Information Tab is “No price”**, the Price Bid is invited against the tender through attachment form under “Notes & Attachment”. In such tenders, Bidders must upload their pricing as per the **“Price Bid Format – PROFORMA-B”** under **“Notes & Attachment”** and additionally fill up the **on-line field “Total Bid Value”** under **“RFx Information”** Tab Page with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

The screenshot shows the 'Create RFX Response' interface. At the top, there are navigation buttons: Submit, Read Only, Print Preview, Check, Technical RFX Response, and Close. Below this, the RFX Response Number is 60038748 and the RFX Number is 1396. The RFX Owner is BHARALI and the Total Value is 0.00 INR. The form has several tabs: RFX Information, Items, Notes and Attachments, Basic Data, Questions, and Technical Attachments. Under the 'Event Parameters' section, there are three fields highlighted with red boxes and callouts:
 

- Currency:** A dropdown menu set to 'Indian Rupee'. Callout: 'Bidder to select the currency of the Response'.
- Detailed Price Information:** A dropdown menu set to 'No Price'. Callout: '"Total Bid Value" is mandatory in "No'.
- Total Bid Value:** A text input field with a yellow background. Callout: '"Total Bid Value" considering all the'.

The "Total Bid Value" as entered by the Bidder in the on-line response shall be displayed in the E-tender portal amongst the techno-commercially qualified bidders and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders on the "Total Bid Value" field.

It is to be noted that Amount mentioned in the "Total Bid Value" field will not be considered for bid evaluation and evaluation will be purely based on the Price bid submitted as per the "Price Bid Format: Proforma-B" under "Notes & Attachments" tab page.

**6.0 Restrictions on procurement from a bidder of a country which shares land border with India:**

Subject to **Order No. F.7/10/2021-PPD (1) dated 23.02.2023** issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India, Bidders should take note of the following:

**6.1** Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].

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

**6.3** "Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or

- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

**6.4** The beneficial owner for the purpose of para 6.3 above will be as under:

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

**Explanation:**

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

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

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

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

**6.4.4** Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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

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

**6.6** The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

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

**6.8** Undertaking regarding compliance: The bidders are required to provide undertakings as per **Exhibit-I, Exhibit-II & Exhibit-III** along with their bid towards compliance of the above guidelines for participation in this tender. If the undertakings given by a bidder whose bid is accepted is found to be false, this would be a ground for



debarment/action as per OIL's Banning Policy and further legal action in accordance with law.

**7.0** OIL now looks forward to active participation of service providers in the IFB.

Thanking you,

Yours faithfully,  
**OIL INDIA LIMITED**

**Sd/-**

**(Mrs. T. Agrawal)**  
**Manager-C&P (KGB)**  
**for Chief General Manager (C&P)**  
**for Executive Director (KGB&MBP)**

**Date: 28.12.2023**



## **PART-1**

### **INSTRUCTIONS TO BIDDERS (ITB)**

Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

It is advisable that the bidder should carry out a reconnaissance survey of the area for proper understanding and appreciation of its environmental and logistic issues before bidding.

#### **1.0 Eligibility of the bidder:**

**1.1** The eligibility of the bidder is listed under BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.

**1.2** Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **2.0 Bid Documents:**

**2.1** The services required, bidding procedures and Contract terms are prescribed in the Bid Document. This Bid Document includes the following:

##### **I. Volume-I consisting of the following:**

- a) A Tender Forwarding Letter
- b) Instructions to Bidders (Part-1)
- c) Bid Evaluation Criteria (Part-2)
- d) General Conditions of Contract (Part-3, Section-I)
- e) Terms of Reference / Technical Specification (Part-3, Section-II)
- f) Special Conditions of Contract (Part-3, Section-III)
- g) Schedule of Rates (Part-3, Section-IV)
- h) List of Items to be imported in connection with execution of the contract showing CIF Value (Proforma-A)
- i) Price Schedule Format (Proforma-B)
- j) Statement of Non-Compliance (Proforma-C)
- k) Performance Security Form (Proforma-D)
- l) Sample Contract Form (Proforma-E)
- m) Proforma of Letter of Authority (Proforma-F)
- n) Authorization for Attending Bid Opening (Proforma-G)
- o) Financial Turnover & Net Worth Certificate (Proforma-H)
- p) Safety Measures (Proforma-I)
- q) Integrity Pact (Proforma-J)
- r) Undertaking of authenticity of information/documents submitted (Proforma-K)
- s) Certificate of Compliance of Financial Criteria (Proforma-L)
- t) Undertaking by Vendor on submission of Performance Bank Guarantee (Proforma-M)
- u) Undertaking by TPI (Proforma-N)
- v) Bid Security (Bank Guarantee) Format (Proforma-O)



- w) Bid Form (Proforma-P)
- x) Proforma of performance Bank Guarantee for supporting company (Proforma-Q)
- y) Undertaking towards Purchase Preference (Proforma-R)-Not applicable
- z) Undertaking for Local Content (Proforma-S)
- aa) Other Enclosures, Annexures, Appendices, Exhibits & Checklists.

**II. Volume-II** consisting of the Scope of Work and other technical documents.

**2.2** The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

**2.3** Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

**3.0 Transferability of bid documents:**

**3.1** Bid Documents are non-transferable. Bid can be submitted only by the bidder in whose name the Bid Document has been issued/registered.

**3.2** In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favor of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.

**3.3** Unsolicited bids will not be considered and will be rejected straightway.

**4.0 Amendment of bid documents:**

**4.1** At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum(s) / Corrigendum(s) / Amendment(s).

**4.2** The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal ["Technical RFX" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.



## **5.0 Preparation of Bids**

### **5.1 Language of Bids:**

The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

### **5.2 Bidder's / Agent's Name & address:**

Bidders should indicate in their bids their detailed postal address including the Fax / Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in India, if any.

### **5.3 Documents comprising the bid:**

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

#### **A. Technical Bid (to be uploaded in "Technical Attachments" tab)**

- a) Complete technical details of the services offered.
- b) Documentary evidence established in accordance with Clause 9.0.
- c) Bid Security (scanned) in accordance with Clause 10.0 hereunder. Original Bid Security should be sent as per Clause No. 10.14 hereunder.
- d) Copy of Bid-Form **without** indicating prices in Proforma-P.
- e) Statement of Non-compliance as per Proforma-C.
- f) Proforma-A: List of items to be imported **without** the CIF values.
- g) Copy of Priced Bid **without** indicating prices (Proforma-B).
- h) Integrity Pact digitally signed by OIL's competent personnel as Proforma-J attached with the bid document to be digitally signed by the bidder's Authorized representative.
- i) All Other relevant Undertakings and Proformas as applicable as part of Bid.

**Note:** Please note that, no price should be mentioned in the "Technical Attachments" tab.

#### **B. Price Bid (to be uploaded in "Notes and Attachments" tab)**

Bidder shall quote their prices in the following Proforma available in OIL's E-procurement portal in the "Notes & Attachments" Tab:

- a) Price-Bid Format as per Proforma-B.
- b) Bid Form as per Proforma-P.
- c) Proforma-A showing the items to be imported with the CIF values.

**The Priced Bid shall contain the prices along with any other commercial information pertaining to the service offered.**



## **6.0 Bid Form:**

**6.1** The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

## **7.0 Bid Price:**

**7.1** Prices must be quoted by the Bidders online as per the price bid format available in OIL's E-Tender Portal under "Notes & Attachment" Tab. Prices must be quoted by the bidders as per the Price/Bidding format.

**7.2** Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

**7.3** All duties (except basic customs duty on **eligible** imported items, as per latest relevant Customs Notifications, for whose exemption necessary recommendations letter shall be issued by the Company) and taxes (including GST) including Corporate Income Tax, Personal Tax, Entry Tax (if applicable) etc. and other Cess / levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and **the evaluation and comparison of bids shall be made on the basis of Total Bid Price quoted by Bidder i.e. including Customs Duty, Insurance, GST and Marine Spread Cost as per Price Bid Schedule (I.E of Appendix-A6 of Proforma-B)**. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

## **8.0 Currencies of bid and payment:**

**8.1** The Foreign Bidders are allowed to quote price (and get paid) in RBI's notified basket of foreign currencies - US Dollar or Euro or Pound Sterling or Yen etc., in addition to the Indian Rupees. Indian Bidders are required to quote their prices in INR only. If any Indian bidder quotes their price in currency other than INR, contract to the bidder shall be awarded (if successful) in INR only considering the conversion rate as per Clause No. 21.0 of ITB. However, currency once quoted will not be allowed to be changed.

## **9.0 Documents establishing bidder's eligibility and qualifications:**

**9.1** These are listed in Bid Evaluation Criteria (BEC), PART-2 of the Bid document.

## **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 10.12 hereunder.

**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 NEFT / RTGS / Electronic Fund Transfer to designated account of OIL / Online Payment through OIL's e-portal / OIL's prescribed format as Bank



Guarantee (BG) enclosed with the tender vide **PROFORMA-O** or online payment through OIL's e-portal or an irrevocable Letter of Credit (L/C) from any of the following Banks:

- i) 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
- ii) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International Bank who has its branch in India registered with Reserve Bank of India, or
- iii) 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.
- iv) Bank Guarantee issued by a Scheduled Bank on India at the request of some other Non-Schedule Bank of India shall not be acceptable.

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.

**10.3** Bank Guarantee with any condition other than those mentioned in OIL's prescribed format shall not be accepted.

**10.4** The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., e-mail address and Branch Code.

**10.5** Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.

**10.6** The Bank Guarantee should be enforceable at all branches of the issuing Bank within India and preferably at Kakinada, Andhra Pradesh, the place of issuance of tender.

**10.7** Any Bid not secured in accordance with **sub-clause 10.2** above shall be rejected by the Company as non-responsive. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

**10.8** The Bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the Bidder's cost.

**10.9** Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.

**10.10** 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 27.0** below is furnished.

**10.11** The Bid Security may be forfeited, if:



- i) The Bidder withdraws the Bid within its original / extended validity.
- ii) The Bidder modifies / revise their Bid Suo-moto.
- iii) Bidder does not accept the order / contract.
- iv) 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.

**10.12** In case any Bidder withdraws their Bid during the period of Bid validity, Bid Security will be forfeited and the party shall be put in the Holiday List as per Company's Banning Policy (available in OIL website).

**10.13** The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC must be uploaded by Bidder along with the Technical Bid in the "Technical Attachment" of OIL's e-portal. The original Bid Security shall be submitted by Bidder to the office of Executive Director (KGB & MBP), OIL INDIA LIMITED, KG Basin Project Office at D. No. 11-4-7 Nookalamma Temple Road, Ramarao Peta, Kakinada, Andhra Pradesh-533004, India in a sealed envelope which must reach the office on or before **12.45 Hrs (IST) of the Bid Closing date**. The envelope must be super-scribed with "Bid Security", IFB No., Description of Services & Bid Closing Date.

**10.14** 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** Public Procurement Policy for Micro and Small Enterprises (MSEs) is not applicable in Works contracts.

**Note:** Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant Document/Certificate towards exemption of EMD, issued by appropriate authority.

#### **12.0 Period of Validity of Bids:**

**12.1** Bids shall remain valid as per the requirement mentioned in forwarding letter 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.

**12.2** In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided as per Para 10.0 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 & submission of bids:**

#### **13.1 Signing of bids:**

**13.1.1** Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organization's Name [e-commerce application (Certificate with personal verification and Organization Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only acceptable. Digital Signature Certificate having "Organization Name" field other than Bidder's Name shall be rejected summarily.

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.

**13.1.2** 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 authorization (as per **Proforma-F**) shall be indicated by written Power of Attorney accompanying the Bid.

**13.1.3** Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initiated by the person or persons who has / have digitally signed the Bid.

**13.1.4** Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.

#### **13.2 Submission of bids:**

1. 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-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions are available in "User Manual" which is 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 Proforma-B 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 and which shall not be considered. However, the following documents in one set should be submitted in physical form in sealed envelope superscribing the “IFB No., Brief Description of services and Bid Closing / Opening date & Time along with the bidder’s name and should be submitted to Executive Director (KGB & MBP), Oil India Ltd., KG Basin Project, D. NO. 11-4-7, Nookalamma Temple Road, Ramarao Peta, Kakinada, Andhra Pradesh-533004, India on or before 12.45 Hrs. (IST) on the bid closing date indicated in the IFB:

- a) Original Bid Security
- b) Printed or Soft Copy catalogue and literature if called for in the bid document.
- c) Power of Attorney for signing of the bid digitally.
- d) Any other document required to be submitted in original as per bid document requirement.

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

**13.2.1** All the conditions of the Contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per **PROFORMA-C** of the bid document and the same should be uploaded along with the Technical Bid.

**13.2.2** Timely delivery of the documents in physical form as stated in Para 13.2 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.

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

#### **14.0 Indian agent / representative / retainer / associate:**

**14.1** Foreign bidders shall clearly indicate in their bids whether they have an Agent / Representative / Retainer / Associate in India. In the event the overseas bidder is having an Agent / Representative / Retainer / Associate in India, the bidder should furnish the name and address of their Agent / Representative / Retainer / Associate in India and clearly indicate nature and extent of services to be provided by such an Agent / Representative / Retainer / Associate in India. Unless otherwise specified, it will be assumed that agency commission is not involved in the particular bid.

**14.2** Further, overseas bidders shall submit their bids directly and not through their Agent / Representative / Retainer / Associate in India. Bid submitted by Indian Agent / Representative / Retainer / Associate on behalf of their foreign principals will not be considered and will be rejected straightway. Moreover, one Indian Agent /



Representative / Retainer / Associate cannot represent more than one foreign bidder against the IFB.

**14.3** The Indian Agent / Representative / Retainer / Associate will not be permitted to submit any Bid Security and Performance Security on behalf of their foreign principals and also the Indian Agent / Representative / Retainer / Associate will not be allowed to execute the contract and receive payment against bid submitted by their foreign principals. Such bids shall be rejected straightway.

**15.0 Deadline for submission of bids:**

**15.1** Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. 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.

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

**15.3** The documents in physical form as stated in Para 13.2 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.

**16.0 Late Bids:**

**16.1** Bidders are advised in their own interest to ensure that their bids are uploaded in system much before the closing date and time of the bid. The documents in physical form mainly the Original Bid Security 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.

**17.0 Modification and withdrawal of bids:**

**17.1** The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has / have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.

**17.2** No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.

**17.3** No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in forfeiture of bidder's Bid Security and Bidder shall also be debarred from participation in future tenders of OIL and shall be put in the Holiday List as per Company's Banning Policy.



## **18.0 Extension of bid submission date:**

**18.1** Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and / or Time due to any reasons.

## **19.0 Bid opening and evaluation**

**19.1** 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 authorization letter (as per **PROFORMA-G**) 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.

**19.2** 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.

**19.3** Bids which have been withdrawn pursuant to Clause 17.0 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.

**19.4** 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.

**19.5** Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e., document is deficient or missing), or due to some statement at other place of the Bid (i.e., reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

**19.6** Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any 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.



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

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

**20.0 Opening of priced bids:**

**20.1** 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.

**20.2** 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.

**20.3** 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.

**21.0 Conversion to single currency:**

For conversion of foreign currency into Indian currency, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of price bid opening shall be considered.

**22.0 Evaluation and comparison of bids:**

The Company will evaluate and compare the bids as per Bid Evaluation Criteria (BEC), PART-2 of the Bid Documents.

**22.1 Discounts / rebates:**

**22.1.1** Unconditional discounts / rebates, if any, given in the bid will be considered for evaluation.

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

**22.2 Loading of foreign exchange:**

There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic bidders.



### **22.3 Exchange rate risk:**

Since Indian bidders are now permitted to quote in any currency and also receive payments in that currency, Company will not be compensating for any exchange rate fluctuations in respect of the services.

### **22.4 Repatriation of rupee cost:**

In respect of foreign parties, rupee payments made on the basis of the accepted rupee component of their bid, would not be repatriable by them. A condition to this effect would be incorporated by the Company in the contract.

### **23.0 Contacting the company:**

**23.1** Except as otherwise provided in Clause 19.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 19.5.

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

### **24.0 Award of Contract**

#### **24.1 Award criteria**

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

### **25.0 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.

### **26.0 Notification of award**

**26.1** Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.

**26.2** The notification of award will constitute the formation of the Contract.

**26.3** Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 27.0 below, the Company will promptly notify each unsuccessful Bidder and will discharge their Bid Security, pursuant to Clause 10.0 hereinabove.

### **27.0 Performance security:**

Successful bidder has to submit Performance Security amount as mentioned in GCC Clause No. 10.0.



## **28.0 Signing of Contract:**

**28.1** At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.

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

**28.3** In the event of failure on the part of the successful Bidder to sign the Contract, OIL reserves the right to terminate the LOA issued to the successful Bidder 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 2 (two) years from the date of default.

*(Signing of the Contract may be done at the place of award in presence of both parties)*

## **29.0 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.

## **29.0 Mobilization and advance payment:**

**29.1** Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilization charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery / refund.

**29.2** Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.

**29.3** In the event of any extension to the mobilization period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.



### **30.0 Integrity pact:**

**30.1** OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **PROFORMA-J** of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e., who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

**30.2** In case of a Joint venture, all the partners of the joint venture should sign the Integrity Pact.

**30.3** Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

- a. Shri Ram Phal Pawar, IPS (Retd);  
E-mail: [rpawar61@hotmail.com](mailto:rpawar61@hotmail.com)
- b. Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC  
E-mail: [tmbhasin@gmail.com](mailto:tmbhasin@gmail.com)
- c. Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, Govt. of India, E-mail: [ams057@gmail.com](mailto:ams057@gmail.com)

**30.4** In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the Contract. The fees/expenses on dispute resolution shall be equally shared by both the parties.

### **31.0 Local conditions:**

**A.** 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.

**B.** 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.

### **32.0 Specifications:**

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

**33.0 Purchase Preference Policy-Make in India** - notified under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FPPNG-Part (4) (E-41432) dated 26<sup>th</sup> April 2022, shall be applicable in this tender (Refer **Appendix-A**).

Ministry of Petroleum and Natural Gas (MoPNG) vide Order No. FP-20013/2/2017-FP-PNG-Part (1) (E-36682) dated 11.07.2023 has also revised the Minimum Local Content (MLC) for getting Purchase Preference and Margin of Purchase Preference under MII Policy for high value oil and gas LSTK / EPC contracts / projects. The Minimum Local Content (MLC) for getting Purchase Preference and Margin of Purchase Preference under MII Policy applicable for the instant tender shall be as per the latest order of MoPNG which is enclosed under Appendix-A for ready reference by prospective bidders.

Bidders to check the provisions of the above Notifications and their eligibility to bid and any claim on Purchase preference. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

**34.0 SITE VISIT:** The Bidder, at the Bidder's own cost, responsibility and risk is encouraged to visit and examine the site of work and its surroundings, understand the logistics and obtain all information that may be necessary for preparing the Bid and entering into a Contract for the required services/work.

The Contractor shall be deemed prior to Pre-Bid Conference (if applicable) & submitting their Bid to have:

- a) Inspected and examined the Site and its surroundings and carried out such surveys as it considers necessary;
- b) Satisfied itself as to the nature of the work and materials necessary for the execution of the Works;
- c) Satisfied itself as to the circumstances at the Site, including, without limitation, the ground, the form and nature of the Site and the climate and hydrological conditions of the Site;
- d) Satisfied itself as to the means of communication with and access to & through the Site, the accommodation it may require and the precautions and the times and methods of working;
- e) Obtained for itself all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the contract price and its obligations under the contract;



- f) Satisfied itself with all the Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bid Document;
- g) Ascertained the general labour position at the Site and have understood the cost associated with engagement of the labours.

***(END OF PART-1)***



## Part-2

### BID EVALUATION CRITERIA (BEC)

#### **1.0 VITAL CRITERIA FOR ACCEPTANCE OF BIDS:**

The bid shall conform generally to the specifications and terms and conditions given in this tender document. Bidders are advised not to take any exception / deviation to the Bid document. Exceptions/Deviations, if any, should be brought out during the “Pre-bid Conference” as scheduled against this tender. After processing such suggestions, Company may communicate the changes, if any, through an addendum to the tender document in this regard to the prospective bidders. Still, if any exceptions/deviations are maintained in the bid, such conditional/conforming bids may not be considered and rejected outright.

#### **1.1 GENERAL CONFORMITY:**

Bids shall be rejected in case the services and equipment / packages offered do not conform to required parameters stipulated in the technical specifications of this tender. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements shall have to be particularly met by the Bidders without which the same shall be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the techno- commercial Bid.

#### **2.0 TECHNICAL EVALUATION CRITERIA:**

#### **2.1 EXPERIENCE:**

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

(a) The bidder must be in the business of successful execution & completion of Offshore Wellhead Platforms / Process Platforms with Facilities / Subsea Pipelines Projects in hydrocarbon sector in EPC / LSTK mode.

(b) Such EPC/LSTK Projects/jobs/work(s) referenced for qualification must involve Project Management, Detailed Engineering & Design, Procurement, Construction Management including Fabrication, Loadout, Transportation, Installation, hook-up, testing, pre-commissioning, start up, Commissioning and PGTR (Performance guarantee & test run) works for offshore oil & gas projects.

(c) The Bidder must have successfully executed and completed at least one **“SIMILAR WORK”** as an EPC / LSTK contractor through one single contract or maximum two (02) separate contracts (each contract for clause 2.1 (c) (i) and 2.1 (c)(ii)) in last Ten (10) years for E&P companies / operators reckoned from the original Bid Closing Date of this tender.

**SIMILAR WORK** hereinafter means experience in successfully executed and completed projects through EPC / LSTK project management mode for respective scope of work for at least:

(i) One (1) project involving design, procurement, fabrication, loadout, transport, installation and commissioning of New oil and/or gas offshore Process / Wellhead



Platform with minimum facilities like process Piping(s) system, Electrical Power system, Online Process Monitor & Control system including wireless communication system.

And

(ii) One (1) project involving design, procurement, laying & commissioning of offshore Subsea Pipelines for Oil / Gas

**2.1.1** For proof of requisite Experience against SIMILAR WORK, the following documents / photocopy (self-attested/attested) must be submitted along with the bid for each contract:

(A) Contract document / Work Order showing detailed scope of work, contract value and completion time as stated in contract (months), Actual completion time, month / year of completion.

AND

(B) Job Completion Certificate / SES (Service Entry Sheet)/Certificate of Payment (COP) / proof of release of performance security after completion of the contract / any other documentary evidence that can substantiate satisfactory execution of the contracts as cited above issued by the Client showing:

- (i) Work Order No./Contract No.,
- (ii) Nature / Number of jobs/works done, and
- (iii) Contract period and date of completion

Bidder must also furnish the names and addresses of the clients for such Contracts / projects in the technical bid.

**2.1.2** Bidder's proposal for installation of old (used) platform structure and/or equipment shall not be acceptable to company. Also, Bidder's having experience in modification / upgradation / expansion / Restoration of old or existing platform structure and or equipment / facilities / subsea pipelines shall not be considered.

**2.2** "No part completion Certificate" shall be considered to meet above Criteria; unless it can be clearly established based on documents submitted by the bidder that they have already successfully completed Scope of Work of similar work on EPC / LSTK basis as envisaged in invited EPC / LSTK tender and handed over to contractor for use. For evaluation, such EPC jobs accompanied by part completion certificate will be considered as completed."

**2.3** Bidders who themselves do not meet the experience criteria as stipulated in Clause No. 2.1 (c) above, can also quote under the categories listed below in Clause nos. 2.3.1, 2.3.2, 2.3.3, 2.3.4 and 2.3.5.

Any party who is extending support by way of clause 2.3.1, 2.3.2, 2.3.3, 2.3.4 and 2.3.5 with another party shall not be allowed to submit an independent bid against this tender. Under such situation both the bids shall be rejected.

### **2.3.1 BID FROM INDIAN JOINT VENTURE COMPANY**

In case the bidder is Joint Venture Company, they must be registered in India and incorporated under the Companies Act 1956 and any amendment thereunder. They should meet the technical qualification requirements as under:



- (A) The JV on its own shall meet the experience criteria as per Clause No. 2.1 (c);  
OR  
(B) Any member of the JV having a stake of at least 26% in the JV, on its own shall meet experience requirement as per Clause No. 2.1 (c).

Notes:

1. In case of (B) above, an undertaking from the Joint Venture partner, based on whose experience the JV seek qualification, shall be submitted with the techno commercial bid stating that they shall maintain minimum 26% shareholding in the JV till the execution of the contract.
2. The JV or its member (as the case may be) shall not rely on the experience of its supporting company / subsidiary / co-subsidiary /sister subsidiary / parent / holding / affiliating / Associate Company or through any other arrangement like technical collaborator for meeting the technical experience criteria.
3. The documents establishing experience of the JV or its member (as the case may be) shall be submitted as per **Clause 2.1.1 above**.

(i) **Constitution of Joint Venture:** The members of the JV should not be more than three. If during evaluation of bid, a JV leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the Joint Venture which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a JV shall be liable for rejection. Similarly, under such a situation the contract shall be liable for termination, if already awarded.

(ii) **Indian companies / Joint Venture companies (Incorporated JV):** Indian bidders whose proposal for Joint Venture involves foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit their application submitted to SIA/RBI along with the bid and copy of Govt. approval prior to the date of price bid opening. Confirmation to this effect and declaration on the same to be provided as part of their technical offer.

(iii) Members of the JV are not allowed to quote separately/independently against this tender. All the bids received in such case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.

**2.3.2 BID FROM CONSORTIUM OF COMPANIES:**

(a) In case the bidder is a Consortium of Companies, leader and members of consortium should themselves meet the experience criteria covering the respective activities of work to be performed by them on their own (either as a main Contractor or Subcontractor to a main EPC/LSTK contractor) and not through any other arrangement like through Supporting Company, Parent / Subsidiary / Sister Subsidiary / Co-Subsidiary / Technical Collaboration / Sub-contracting. Necessary documentary evidence to this effect should be submitted with techno-commercial bid.

(b) The leader of the consortium shall on its own meet the experience of successful execution of at least any one of the following main activities along with project management:



- (i) Fabrication of new offshore oil or gas process / wellhead platform
- (ii) Transportation and installation of Jacket and deck of process platform or well head platform
- (iii) Offshore installation of pipelines, hydro testing, pre-commissioning and commissioning

The above experiences shall not be through any other arrangement like through Supporting Company, Parent / Subsidiary / Sister Subsidiary / Co-Subsidiary / Technical Collaboration / JV partner /Sub-contracting Company. Necessary documentary evidence to this effect should be submitted with techno-commercial bid. Experience of the consortium members can be either as a main contractor or as a subcontractor to main EPCC contractor for their respective scope of work as per 2.3.2 (b) (i), (ii) & (iii).

If any of the consortium member(s) satisfies the minimum experience as subcontractor to main EPC/LSTK contractor, then such consortium member(s) shall be required to perform the activity by themselves for any one of main activities [as mentioned under clause 2.3.2 (b) (i), (ii) & (iii)] based on which they are seeking their qualification.

(c) Other member(s) of the consortium shall satisfy the minimum experience on their own (Either as main contractor or subcontractor to main EPC / LSTK contractor) for the other project activities (other than the activity (ies) offered by the Leader) on which they are seeking qualification and shall not rely on its consortium partner(s) / Technical Collaborator /JV partner / Parent company / subsidiaries / sister subsidiaries / co-subsidiary /subcontracting / under supervision of either client or other firms / professionals for meeting the experience criteria. Necessary documentary evidence to this effect should be submitted with techno-commercial bid. The experience of all consortium members put together shall cover all activities of project as spelt out in 2.3.2 (b) (i), (ii) & (iii) and procurement.

(d) Each member of the consortium shall be a legal entity and not an individual person.

(e) The leader of consortium shall have minimum 26% stake in terms of bid value, and to be reflected in the Memorandum of Understanding (MOU) executed by the consortium members.

(f) Consortium bids shall be submitted with a MoU among the consortium members duly executed by the Authorized Executives of the consortium members and notarized. This MoU must accompany the bid which should clearly define the role/scope of work of each partner/member and should clearly define the leader of consortium. For this purpose, the role and scope of work to be performed by the respective consortium members expressed as a percentage of bid value should be indicated in the MOU submitted along with techno-commercial bid as per format provided in the tender. MOU must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the contract. However, the leader of the consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the 'scope of work' of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any and shall be extended if required as per the Company's advice.



(g) The division in the scope of work among Consortium Members shall be commensurate with their past experience. Only that consortium member who has undertaken a particular activity in execution of a contract shall be considered as having technical experience of that particular activity.

(h) The overall responsibility of project management of entire project shall be that of the leader of the consortium. The leader shall clearly demonstrate the proposed methodology for project management for entire project, by submission of project management chart, identifying and submitting the Key personnel CVs which is subject to scrutiny and acceptance by Company.

(i) Leader of the Consortium shall be required to perform by themselves (and not through other arrangement like through Supporting Company, Parent / Subsidiary / Sister Subsidiary / Co-Subsidiary / Technical Collaboration) project management and at least one of main activities [as mentioned under clause 2.3.2 (b)] based on which they are seeking their qualification.

(ii) The other member(s) of the consortium, other than the Leader of consortium, shall also be required to perform by themselves (and not through arrangement like through Supporting Company, Parent / Subsidiary / Sister Subsidiary / Co-Subsidiary / Technical Collaboration) one of the project activities on which they are seeking their qualification [other than the activity (ies) indicated by the Leader of consortium to be performed by Leader].

(iii) In case of sub-contracting for any of the activities apart from the above activities (2.3.2, (h) (i) & (ii)), sub-contractors shall be subject to pre-qualification by OIL based on the sub-contractor's experience complying BEC clause 2.13 below.

(iv) Accordingly, the bidder shall submit the details of Work Experience in **Appendix B-5** and proposed Project Activities in **Appendix B-6** of Volume-I.

(i) Only the leader of the consortium shall register in the E-Tender portal and submit bid on behalf of the consortium. The other members of the consortium shall ratify all the acts and decisions of the leader of consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.

(j) The performance security shall be in the name of the leader on behalf of the consortium.

(k) The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/misunderstanding/undefined activities, if any, amongst all the consortium members.

(l) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium/joint venture members.

(m) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.

(n) In case of consortium bids, the bid shall be signed/digitally signed in line with



tender stipulation by the leader of consortium. The power of attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the bid offer.

(o) Documents/details submitted with the bidding document pertaining to qualification must be furnished by each partner/member of consortium and should be complete in all respects clearly bringing up their experience especially in the form of work in their scope.

(p) **Constitution of Consortium:**

(i) Any bidders or entity can bid either singly or as a member of only one Consortium. An entity cannot become member of more than one consortium. In case a member joins more than one consortium, bids from such consortium will be rejected.

(ii) The members of the consortium should not be more than three. If during evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection. Similarly, under such a situation the contract shall be liable for termination, if already awarded.

(q) **Signing of Contract:** In the event of award of contract to the consortium, the contract to be signed by the members of the consortium and the liability of each one of them shall be jointly and severally. Bidder to confirm the same while bidding.

(r) Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.

(s) Certified copies (attested by Director/Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering into such consortium with each other for submission of bid for the NIT and authorizing designated executives of each company to sign in the MOU to be provided along with the technical bid.

(t) The MOU/Agreement should be legally valid i.e., it should be on a non-judicial stamp paper & notarised. In case of involvement of overseas bidder/consortium partner, the MOU/Agreement should be endorsed by Indian Embassy.

**Note:** Bidder(s) quoting in collaboration / joint venture partnership / consortium with any firm are not allowed to quote separately / independently against this tender. The collaborator is also not allowed to quote separately / independently against this tender. All such bids including the partnership bids shall be summarily rejected against the tender.



### **2.3.3 ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF THE TECHNICAL EXPERIENCE OF THE PARENT / SUBSIDIARY COMPANY**

Offers of those bidders (other than JV or Consortium) who themselves do not meet the experience criteria as stipulated in clause no. 2.1 above can also be considered, provided the bidder is a wholly owned subsidiary company of the parent company [supporting company] or parent company can also be considered on the strength of its wholly owned subsidiary [supporting company]. However, the parent/ subsidiary company (as the case may be) of the bidder must on its own meet the experience as stipulated in the BEC and should not rely on its sister subsidiary/co-subsiary company or through any other arrangement like Technical Collaboration agreement for meeting the experience criteria.

In case of subsidiary company dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder should enclose the following with the techno-commercial bid:

- i. An Agreement (**as per format enclosed as Annexure-I**) between the (bidder and supporting company)
- ii. Guarantee (**as per format enclosed as Annexure-II**) from the parent / subsidiary company (supporting company) to OIL INDIA LIMITED for fulfilling the obligation under the Agreement.
- iii. Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the bidder, the performance security provided by supporting company shall also be invoked by OIL due to non-performance of the contractor.

### **2.3.4 IN CASE BID IS SUBMITTED ON THE BASIS OF THE TECHNICAL EXPERIENCE OF SISTER SUBSIDIARY / CO-SUBSIDIARY COMPANY:**

Offers of those bidders who themselves do not meet the technical experience criteria as stipulated in Clause No. 2.1 above can also be considered based on the experience of their Sister Subsidiary/Co- Subsidiary company (Supporting Company) within the ultimate parent/holding company subject to meeting the following conditions:

- (i) Provided that the sister-subsidiary/co-subsidiary company and the bidding company are both wholly owned subsidiaries of an ultimate parent/holding company either directly or through intermediate wholly owned subsidiaries of the ultimate parent/holding company or through any other wholly owned subsidiary company within the ultimate/holding parent company. Documentary evidence to this effect to be submitted by the ultimate parent/holding company along with the technical bid.
- (ii) Provided that the sister subsidiary/co-subsidiary company on its own meets the experience criteria stipulated in the BEC and not through any other arrangement like Technical Collaboration agreement etc.
- (iii) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide **Annexure-III**, between them, their ultimate parent/holding company, along with the technical bid.



**Notes:**

In case of situations mentioned in Clause 2.3.3 / 2.3.4 above, bidders shall submit following:

1. Undertaking by the Supporting Company to provide an additional Performance Security (**as per format and instructions enclosed vide PROFORMA-Q**), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company in case the bidding company is the successful bidder. In cases, the Supporting Company do not have Permanent Establishment in India, can furnish Performance Security which is sum of Performance Security amount to be submitted by the bidder and additional 50% Performance Security to be submitted by the subsidiary / parent company. In such case, bidding company shall furnish an undertaking that their foreign based supporting company / ultimate parent company is not having any Permanent Establishment in India in terms of Income Tax Act of India.
2. Undertaking from the supporting company to the effect that in addition to invoking the Performance Security submitted by the Contractor, the additional BG provided by the supporting company shall be invoked by OIL due to non-performance of the Contractor.

**2.3.5 Eligibility criteria in case bid is submitted on the basis of technical experience of another company (supporting company) which holds more than 50% (fifty percent) of the paid-up share capital of the bidder company either directly or through intermediate subsidiaries or vice versa.**

Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in the BEC clause 2.1 and are quoting based on the experience of another company (supporting company) can also be considered. In such case, the supporting company should hold more than fifty percent of the paid-up share capital of the bidding company either directly or through intermediate subsidiaries or vice versa.

However, the supporting company should on its own meet the technical experience as stipulated in the BEC clause 2.1 and should not rely on any other company or through any other arrangement like Technical collaboration agreement.

In that case as the bidding company is dependent upon the technical experience of another company with a view to ensure commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the following Agreements / Guarantees / Undertakings along with the techno-commercial bid:

- (i) An Agreement (as per format enclosed at **Appendix A-1**) between the bidder and the supporting company.
- (ii) Guarantee (as per format enclosed at **Appendix A-2**) by the supporting company to OIL for fulfilling the obligation under the Agreement.
- (iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (as per format and instructions enclosed at **Appendix A-3**), equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case the



supported bidding company is the successful bidder.

In cases where foreign based supporting company does not have Permanent Establishment in India, the bidding company can furnish performance Bank Guarantee for an amount which is sum of Performance Security amount to be submitted by the bidder and additional 50% performance security amount required to be submitted by the supporting company.

In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of laws of India.

(iv) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.

Note:

1. In case Supporting Company fails to submit Bank Guarantee as per (iii) above, Bid security submitted by the bidder shall be forfeited.

2. The following documents shall be submitted in the bid for Clause No. 2.3.5:

(i) A certificate from the Statutory Auditor or Company Secretary or one of the Directors of the bidding company to establish the relationship and equity percentage holding between bidder and the supporting company or bidding company, intermediary company, supporting company or the ultimate controlling company as the case may be.

(ii) Authorization letter from one of the Directors of Supporting Company authorizing the signatories to execute the corporate guarantee, duly certified by the Company Secretary of the Supporting Company. The above certificates / undertakings / Authorization letter should be of a date after NIT date.

**2.4** Bidder must have requisite QHSE policy and QMS in place which should meet or exceed established International Oil & Gas Industry Standards. Relevant supporting document(s) for such QHSE policy and QMS must be furnished in the technical bid along with list of policies, procedures and quality assurance & quality control practices currently in place for execution of similar work.

**2.5** Pile and conductor remedial works:

Compliance with design criteria specified in bidding documents and SCC clause 63.0 of part 3 of volume I of bidding documents shall be submitted in the bid.

**2.6** Unconditional acceptance of Conditions for Procurement / Selection of Makes and Vendors as per Clause No. 59.1.3 of SCC of part 3 of Volume I of Bidding Documents shall be submitted in the bid.

**2.7** The bidder shall submit an unconditional acceptance of performing any additional soil testing or re-examination of soil data provided in the Bidding Document required by the bidders and additions / alterations / interpretations on account of any



such matter shall be to the cost and time of the bidder.

**2.8** Pre-engineering / pre-construction / post-installation survey:

Bidder must agree in the bid to undertake pre-engineering, pre-construction, and post-installation surveys and/or to comply with the provisions of Clause 61.1.1 of SCC of Part-3 of Volume I of Bidding Documents.

**2.9** Air / Saturation Diving

Bidder must agree in the bid to provide air / saturation diving as required and other special diving equipment on the marine spread as per bidding documents requirement during the period of installation in the lump sum prices.

**2.10** Bidder must furnish the following undertakings from the Original Equipment Manufacturer (OEM), along with his bid:

- i. The OEM shall provide the maintenance / service / calibration facilities in India, for all the equipment to be supplied under the contract, if awarded to them by OIL.
- ii. The bidder shall indicate the source of their bought-out items and also the names of the original equipment/materials manufacturer for the major components. The OEM shall guarantee the 'lifetime supply' (i.e. 7 years in case of electronic equipment/items and 10 years in case of mechanical equipment/items) of spares for all the equipment to be supplied under the contract, if awarded to them by OIL.
- iii. The OEM undertakes to enter into Annual Maintenance Contract for 'lifetime' (i.e. 7 years in case of electronic equipment/items and 10 years in case of mechanical equipment/items) for all the equipment to be supplied under the contract, if awarded to them by OIL.

In EPC / LSTK contract, in case of any difficulty in submitting above commitments from any OEMs at the bidding stage, the bidder shall submit his own undertaking to the effect that the undertaking required above from those OEM(s) will be furnished at the detailed engineering stage. However, in case the successful bidder fails to submit the same at the detailed engineering stage, OIL reserves the right to cancel the contract, forfeit the Performance Security and take suitable action for banning such bidders from future business details with OIL as deemed fit.

**2.11** An undertaking shall be submitted by the bidder along with the bid that they have carefully gone through the guidelines / notifications issued by Govt. of India which are also available at Deity's official website i.e. URL [www.meity.gov.in/](http://www.meity.gov.in/) [www.makeinindia.com](http://www.makeinindia.com) for providing preference to Domestically Manufactured Electronics products (DMEP) in Government Procurement and in case contract is awarded to them, until & unless there are compelling technical reasons for not doing so, which shall also be specified by them in their bid, they will give preference to specified domestically manufactured electronic items for execution of the contract. Further, the contractor shall provide complete details i.e. name of Domestic Manufacturer, value of DMEP utilized for execution of EPC / LSTK contract, to OIL.

**2.12** Bidder must provide their confirmation / declaration along with the requisite documents in the technical bid, against the following:

In the event of award of contract,



- (i) Entire Work shall be carried out as per the “Terms of Reference / Scope of Work” without any exceptions / deviations.
- (ii) Team members of requisite experience & qualification as per Scope of Work & Clause 2.1 above, shall be engaged for Project Execution of Similar Work. The bio-data of the team members along with proof of requisite Experience & Qualification shall be furnished for OIL’s approval before mobilisation for Project Execution of Similar Work and only the OIL approved personnel shall be deployed in the execution phase.
- (iii) State-of-the-art software & hardware shall be made available for carrying out Basic Engineering, Detailed Design of Shallow water Offshore Platform, Facilities, Topsides, Subsea Pipeline with flow assurances, Subsea & Surface production systems, Instrumentation & Control Systems, Costings, Project Management Tool etc. The Detailed design shall be able to model environmental effects during the life of Offshore Platforms, Facilities and Subsea / Onshore Pipeline(s).
- (iv) State-of-the-art software & hardware for Installation, Commissioning and Operation works with lifetime software validity shall be made available for, Instrumentation & Control Systems of Offshore Facilities, Subsea Pipeline & Surface production systems.  
Note: The bidder must furnish the technical details and capabilities of the software(s) proposed to be used in the event of award of contract, in the technical bid.
- (v) OIL’s personnel shall be closely associated with the contractor during all stages of executing Scope of Work from design phase to execution phase for Offshore Wellhead Platform with facilities, topsides, Subsea & Surface production system, Subsea Pipeline, and free on the job training (including at Contractor’s workplace) shall be provided to OIL’s personnel allowing the usage of proposed software(s). OIL will bear the cost of travel, boarding and lodging for the training of OIL engineers to Contractor’s workplace / premises.
- (vi) All the services that are essential & required, but not spelt out anywhere in the tender, shall be offered during execution of scope of work without any additional cost to the company so that development of shallow water DSF II block KG/OSDSF/GSKW/2018 can be realised in a cost-effective manner without compromising Health, Safety, Environment & Security (HSES) aspects.
- (vii) The core team shall be deputed for Kick off meeting & Data collection at Kakinada, Andhra Pradesh and work shall be started within 21 days from issue of Letter of Award (LOA) / Mobilisation Notice.

**2.13** In case of sub-contracting, sub-contractors shall be subject to pre-qualification by OIL based on the sub-contractor’s experience. The sub-contractor is required to have relevant experience on their own and not through any other arrangement like Supporting Company, Joint venture / Parent / Subsidiary / Sister Subsidiary / Co-subsidiary / Technical Collaboration / Sub-contracting. The subcontractor shall have minimum experience of executing at least 2 (two) activities in last ten (10) years for which they shall be engaged by the bidder and bidder shall submit proof of experience of subcontractor along with the bid.

Notes:

- (i) Bidder shall submit Memorandum of Understanding (MoU) between the Bidder and Subcontractor specifying activity to be performed along with techno-commercial bid. This MOU / Agreement should be legally valid i.e., it should be on a non-judicial stamp paper & notarised. In case of involvement of overseas bidder /



subcontractor, the MOU / Agreement should be endorsed by Indian Embassy. In case of subcontracting, the bidder shall be solely responsible for successful execution of the activities that will be carried out through subcontract.

- (ii) In case the bidder intends to perform Detailed Engineering Design, as mentioned in 2.1 (c), through subcontract, MoU must state that the Bidder & Subcontractor shall be severally responsible for at least “design lifetime of Platforms, Facilities and Subsea Pipelines” as per scope of work under this tender.

**2.14** For the purpose of assessment of the bidder’s capability, adequacy of facilities, services and resources (physical) and suitability of installation Barges proposed by the Bidder to execute the Works, existing at the time of bidding and availability of these facilities, services, resources and offshore construction spreads during the Construction Schedule of the project shall be confirmed by the bidder along with the bid.

### **2.15 MANPOWER:**

The bidder shall confirm the compliance of qualification & experiences of key manpower as mentioned in the Scope of Work. Bidder shall provide an undertaking that the list of manpower earmarked for this project will be associated with the project till project completion and in case of inevitable situation, the replacement should be made with approval of client by personnel of same experience or more.

**2.16 MOBILISATION TIME:** The bidder must confirm their compliance in their “technical” bid to complete the mobilization of the LSTK contract within 21 days from the date of issuance of mobilization notice / LOA.

Offers without confirmation of stipulated mobilization time or with mobilization time more than above period shall not be accepted.

## **3.0 FINANCIAL EVALUATION CRITERIA:**

### **3.1 ANNUAL TURNOVER:**

The Bidder / Contractor / Service Provider shall have an Annual financial turnover of minimum **INR 87.11 Crores or USD 10.47 Million (1 USD = INR 83.17)** during any of the preceding 03 (three) financial/accounting years reckoned from the original bid closing date.

Note: Annual Financial Turnover of the bidder from operations shall mean: “Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of works/services rendered, or both, by the company (bidder) during a financial year” as per the Companies Act, 2013 Section 2 (91).

### **3.2 NET WORTH:**

Net worth of the bidder must be at least **INR 26.13 Crores or USD 3.14 Million (1 USD = INR 83.17)** in the preceding financial / accounting year reckoned from original bid closing date.

**Note:** Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium - account (excluding revaluation reserves) – deferred expenditure - Miscellaneous Expenditure to the extent not written off and carried forward Loss -



Reserves created out of write back of depreciation and amalgamation".

### 3.3 WORKING CAPITAL:

The bidder should have minimum working capital equal to **INR 26.13 Crores or USD 3.14 Million (1 USD = INR 83.17)** as per immediate preceding audited financial year result. In case the working capital is short the bidder can supplement the same through line of credit from a scheduled commercial bank having net worth more than 100 crores.

In the event of award, the contractor shall open a project specific account in a nationalised bank located in the vicinity where the project is executed. The contractor shall deposit an amount equal to 10% of the annualised contract value within 15 days from the date of issue of LOA. All payment against this contract shall be remitted to the project specific account. Any withdrawal from this account shall be only after the first payment against the contract is made by OIL.

At any point of time minimum balance after first remittance by OIL against invoice from the contractor shall remain 5% of the annualised contract value.

In addition to above the bidders should submit a financial resource / cash flow plan for execution of this contract.

Working capital shall mean "Current Assets minus Current Liabilities" as per latest year's audited consolidated annual Financial statements.

### 3.4 BID CAPACITY:

The bidding capacity of the bidder should be equal to or more than the annualised cost estimate of the work put together. The bidding capacity shall be worked out by the following formula:

$$\text{Bidding capacity} = (A \times 1.5) - B$$

Where,

A = Maximum annual turnover in any one of the preceding three financial years

B = Commitments in next twelve months from the date of expiry of the bid validity as Annexure – A.

#### ANNEXURE – A: DECLARATION BY BIDDER REGARDING CONCURRENT COMMITMENT

I/We.....aged.....years son of .....do hereby solemnly affirm and declare as follows for and on behalf of the firm:						
<b>LIST OF EXISTING COMMITMENT AND ONGOING WORKS</b>						
Sr. No.	Name of Works	Client Name & Address	Work Order Value (INR)	Work Executed till date of submission of bid (INR)	Amount of balance work which may fall for execution during the period of 12 months from the date of expiry of the bid validity (INR)	



1	2	3	4	5	6
	<b>Balance commitments in 12 months from the date of expiry of the Bid Validity</b>				<b>INR</b>
	It is certified that the above particulars furnished are true and correct if any information given is found to be misleading at a later date, OIL will have the authority to take necessary action as per provision of the Contract and as per laid down procedure of the Company (OIL).				
SIGN AND STAMP OF BIDDER (AUTHORISED SIGNATORY HAVING POWER OF ATTORNEY)					
Note: Accuracy level of balance commitments as per total of column 6 above should be within +/- 10%.					

### 3.5 DEBT EQUITY RATIO:

Debt equity ratio of the bidder should not be more than **2:1**.

**Debt equity ratio mean long term borrowings / Net-worth.**

**3.6** If the Bidder is an Incorporated Joint Venture (JV) Company and does not meet financial criteria (BEC Clause Nos. 3.1, 3.2, 3.3, 3.4 & 3.5) by itself, it can submit the bid based on the financial strength of its JV member having more than 50% stake in the JV Company and the following need to be complied/submitted:

- i. Annual Financial Turnover from operation of the member having more than 50% stake in the JV during any of preceding 03 (Three) financial/accounting years from the original bid closing date last three accounting years shall be as per Clause 3.1 above.
- ii. Net worth of the member having more than 50% stake in the JV (supporting company) should be as per Clause 3.2 above.
- iii. Working capital of the member should be as per Clause 3.3 above.
- iv. The bidding capacity of the member should be equal to or more than the annualised cost estimate of the work put together.
- v. Debt equity ratio of the member shall not be more than 2:1.
- vi. Corporate Guarantee (**Annexure-IV**) on the letter head of the member having more than 50% stake in the JV signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project / job in case the same is awarded to them, and
- vii. An undertaking from the Joint Venture partner, based on whose experience the JV seek financial qualification, shall be submitted with the techno commercial bid stating that they shall maintain minimum 50% shareholding in the JV till execution of the contract is accomplished.
- viii. A certificate from the statutory Auditor of the JV company on the shareholding pattern of the JV.

**3.7** If the bid is from a Consortium of Companies:

- (a) Annual Financial Turnover from Operation:



(i) Any one of the Consortium members should meet the Annual Financial Turnover Criteria (BEC Clause 3.1).

AND

(ii) Each of the other members of the Consortium should meet 50% of the Annual Financial Turnover Criteria (BEC Clause 3.1).

(b) Net Worth: Each of the consortium partners should meet the Net Worth Criteria (BEC Clause 3.2).

(c) The working capital requirement should be met collectively by all the consortium members as per BEC Clause 3.3 above.

(d) Consortium partners collectively should have the bidding capacity equal to or more than the annualised cost estimate of the work put together.

(e) Debt equity ratio of each of the consortium partners should not be more than 2:1.

**3.8** In case, the bidder is a **subsidiary company** (should be a wholly owned subsidiary of the parent / ultimate parent / holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent / ultimate parent / holding company, the following needs to be complied / submitted:

i. The parent / ultimate parent / holding company (supporting company) should meet the Financial Evaluation Criteria stipulated in Clause Nos. 3.1, 3.2, 3.3, 3.4 and 3.5 above.

ii. Corporate Guarantee (**Annexure-V**) on parent / ultimate parent / holding company's (supporting company) letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project / job in case the same is awarded to them, and

iii. A certificate from the Statutory Auditor of the bidding company as well as of the parent / ultimate / holding parent company (supporting company) to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificates should be duly certified by the Company Secretary or one of the Directors of the company concerned.

**Note:** The above certificate should not be more than 30 days old as on the original bid closing date.

**3.9** Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months / within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars / notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an undertaking



in support of the same along with their technical bid as per **PROFORMA-L**.

Notes to Financial Evaluation Criteria:

(i) For proof of Annual Turnover, Net worth, Working Capital & Debt-Equity Ratio, any one of the following documents must be submitted along with the bid:

(a) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover, Net worth, Working Capital & Debt-Equity Ratio as per format prescribed in **PROFORMA-H. Please note that mentioning of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued by Chartered Accountant w.e.f 1st February, 2019.**

OR

(b) Audited Balance Sheet along with Profit & Loss account.

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

(iii) In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR, the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.

(iv) Other Confirmations from bidder:

While submitting bid, the bidder shall provide categorical confirmation to below requirements:

(a) The successful bidder is required to open a “separate account” with any scheduled / nationalized bank in Kakinada wherein all receipts and payments in respect of the Contract are to be routed through this account only.

(b) The Running Account (RA) bills of the contractor will be processed when the monthly bank account statement is submitted to OIL along with the bill and it is established that the withdrawn money has been utilized only for the project work. Along with each RA bill the EPC will have to submit proof of payments being made to its sub-vendors and sub-contractors.

(c) If during the course of the project execution, it is established that the project progress is getting affected due to non-payment by EPC / LSTK contractor to its sub-vendors and sub-contractors then OIL will have the right to make direct payments to these sub-vendors and sub-contractors from EPC contractor RA bill final payable amount (after effecting statutory deductions as applicable) at total and risk and cost of EPC.

(d) The bidder will not be able to use this account for entering into any type of mortgage / loan / factoring arrangement with other financial institutions during the



course of the contract execution with OIL without the written consent of OIL.

#### **4.0 COMMERCIAL EVALUATION CRITERIA:**

**4.1** Bids shall be submitted under **Single-Stage Two-Bid System** i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in "Technical RFX Response" Tab and Priced Bid as per Proforma-B uploaded in the "Notes & Attachments" Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.

**4.2** 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.

**4.3** Bids with shorter validity (i.e., less than **120 days** from the scheduled bid closing date) will be rejected as being non-responsive.

**4.4** Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's office at Kakinada (KG Project Office) before bid closing date & time. A scanned copy of the bid security shall however be uploaded in OIL's e-procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security shall be rejected.

**4.5** The Integrity Pact 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.

**4.6** Bids submitted after the Bid Closing Date and Time will be rejected.

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

**4.8** 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.

**4.9** Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized representative.

**4.10** 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 initialed by the person or persons who has / have digitally signed the Bid.

**4.11** Any Bid containing false statement will be rejected.

**4.12** Bidders shall quote directly and not through their Agent / Representative / Retainer / Associate in India.

**4.13** 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.

**4.14** Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected.

- (i) Firm price
- (ii) Bid Security Clause
- (iii) Scope of Work
- (iv) Specifications
- (v) Price Schedule
- (vi) Completion Schedule
- (vii) Period of validity of bid
- (viii) Liquidated damage and penalty clause
- (ix) Performance Guarantee Clause
- (x) Guarantee of material / work
- (xi) Arbitration / Resolution of Dispute
- (xii) Force Majeure
- (xiii) Acceptance of Jurisdiction and Applicable Law
- (xiv) Tax Liabilities Clause
- (xv) Safety & Labour Law
- (xvi) Termination Clause
- (xvii) Integrity Pact
- (xviii) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of the bid.

**4.15** The Bids and all uploaded documents must be digitally signed using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India [except copies of the documents required in physical form] should invariably be submitted in the ‘Technical Attachment Tab’ through OIL’s e-bidding portal, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder. However, the original bid security should necessarily be submitted in physical form, in a sealed envelope.

## **5.0 PRICE EVALUATION CRITERIA:**

**5.1** Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.

**5.2** Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected.

**5.3** If there is any discrepancy between the unit price and the total price, the unit price shall 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.

**5.4** The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood



that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual quantities consumed.

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

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

**5.7** Price Evaluation of the qualified bids will be done separately on the basis of rates quoted by the bidder as per **Appendix-A6 of PROFORMA-B of Volume-I.**

**The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) considering the TOTAL LUMP SUM PRICE quoted in Price Bid format for execution of the entire scope of work as per details in the bid document inclusive of customs duty, insurance & GST and Marine Spread Cost i.e.**

**I.E = (I.A + I.B + I.C + I.D) + Item no. II for Marine Spread Cost (page no. 7 of 15, Appendix A-6 of Proforma-B)**

**5.8** OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.

**5.9** Bidders are required to ascertain themselves, the prevailing rates of GST and all other taxes and duties as applicable (along with rates of all related levies viz. Surcharges, Cess, etc.,) on the scheduled date of submission of Price Bids/ revised Price Bids (if any) and Company would not undertake any responsibility whatsoever in this regard.

**5.10** Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.

**5.11** When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.

**5.12** Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.

## **6.0 Customs Duty:**

In terms of Sl. No. 404 of the Customs Notification No. 50/2017-Cus dated 30.06.2017 amended vide Customs Notification No. 02/2022-Customs dated 01.02.2022 and 40/2022 dated 13.07.2022, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @12% (BCD Nil & IGST @12%) subject to conditions specified therein (Condition No. 48). Similarly, the domestic



supply of such goods would attract 12% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No. 3/2017-Integrated Tax (Rates) Dated 28.06.2017 and amended vide Notification No. 16/2019 Dated 30.09.2019 and 08/2022-Integrated Tax (Rate) dated 13.07.2022.

Bidders shall take note of the prevailing customs notifications including the latest amendments vide gazette Notification No. 02/2022-Customs dated 01.02.2022 and 40/2022 dated 13.07.2022 while quoting their prices. Bidder should consider concessional Customs Duty only for those items appearing in List-33 therein. Items of their import other than those appearing in List-33 of the said gazette notification shall be considered as duty payable on merit basis in their respective bid. OIL shall issue the requisite undertaking/certificate on request from Contractor for availing concessional rate of customs duty only against the items explicitly covered under List-33 of Customs Notification No. 02/2022-Customs dated 01.02.2022 or against any other item(s) subsequently declared by the competent authority during the tenure of the contract to be duty exempted/concessional. However, in the event of refusal/denial by Customs Authority to accord exemption/concession of Customs Duty against import of items which are explicitly covered under List-33 of Notification No. 02/2022-Customs dated 01.02.2022, such applicable customs duty shall be reimbursed at actual by OIL to the Contractor on submission of documentary evidence.

Similarly, the items other than those appearing in List-33 of the said gazette notification, if to be imported by the Contractor for the purpose of execution of contract against this tender, the same shall be considered as duty payable on merit basis and the applicable customs duty thereof must be included by the bidder in their respective bid value. OIL will not issue any Undertaking / Certificate towards customs duty concession/exemption for those items (not included in List-33 of Notification) and the duty payable on merit shall be borne by the Contractor. However, any other item if subsequently notified by the competent authority to be Duty free / concessional during the tenure of the contract, OIL will issue requisite Certificate / Undertaking for Contractor to avail the Customs Duty benefit and the duty benefit must be passed on to OIL. Additionally, for all those items against which the bidder considers the Customs Duty on merit, the list specifying the Customs Duty Rate (percentage) may be furnished, so that subsequent increase / decrease in Customs Duty, if any shall be reimbursed / recovered by OIL as the case may be on documentary evidence.

Bidders should submit the list of items which are to be imported for execution of the contract against this tender as per **Proforma-A** prudently along with their bid. Undertaking / Certificate for availing concessional rate of Customs Duty shall be issued by OIL only for the eligible items, provide the same are included in the **Proforma-A** submitted by the bidder.

**Note:**

a. The above stipulations shall prevail over other clauses if stipulated otherwise elsewhere in the original tender document/previous amendments. However, the aforementioned notifications are subject to change as per Government guidelines and the provisions ruling at the time of Bid Closing will be applicable.

b. The Bidder has to re-export the items / equipment / consumables after completion of the contract in case of imported items / equipment / consumables. The bidder will be fully responsible to pay the customs duty in case the items / equipment / consumables are taken by the Contractor to area where customs duty benefit is not



applicable. This is applicable in case OIL issues recommendatory letter for availing concessional customs duty for import of goods.

## **7.0 General:**

**7.1** In case bidder takes exception to any clause of bidding document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC.

**7.2** To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

**7.3** If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.

**7.4** Bidder(s) must note that requisite information(s) / financial values etc. as required in the BEC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise, Bids shall be rejected.

**7.5** OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

**7.6** The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

**7.7 Submission of forged documents:** Bidders should note that Company (OIL) may verify authenticity of all the documents / certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy dated 6th January 2017, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **PROFORMA-K**.

**8.0 Purchase Preference Clause:** The Contract will be awarded considering Purchase Preference Policy mentioned below:

**8.1 MSE Policy:** Not applicable being Works Contract.

**8.2 Make in India (MII) Policy:**

Purchase preference to MII - notified under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16<sup>th</sup>



September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FPPNG-Part (4) (E-41432) dated 26<sup>th</sup> April 2022, shall be applicable in this tender (Refer **Appendix-A**).

Ministry of Petroleum and Natural Gas (MoPNG) vide Order No. FP-20013/2/2017-FPPNG-Part (1) (E-36682) dated 11.07.2023 has also revised the Minimum Local Content (MLC) for getting Purchase Preference and Margin of Purchase Preference under MII Policy for high value oil and gas LSTK / EPC contracts / projects. The Minimum Local Content (MLC) for getting Purchase Preference and Margin of Purchase Preference under MII Policy applicable for the instant tender shall be as per the latest order of MoPNG which is enclosed under Appendix-A for ready reference by prospective bidders.

Bidders to check the provisions of the above Notifications and their eligibility to bid and any claim on Purchase preference. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

Note: The services required by this Tender will not be split.

### **9.0 Verification and certification of documents by Independent Third-Party Inspection Agencies:**

**9.1** Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify various documents required against BEC of the tender:

<b>Sl.No.</b>	<b>Name of Independent Inspection Agency</b>	<b>Contact E-mail ID</b>
i.	M/s. RINA India Pvt. Ltd.	a. <a href="mailto:ssd@rina.org">ssd@rina.org</a> b. <a href="mailto:Andrea.Vattuone@rina.org">Andrea.Vattuone@rina.org</a>
ii.	M/s. Dr. Amin Controller Pvt. Ltd.	a. <a href="mailto:rkjain@rcaindia.net">rkjain@rcaindia.net</a> b. <a href="mailto:info@rcaindia.net">info@rcaindia.net</a>
iii.	M/s. DNV Inspection India Pvt. Ltd.	a. <a href="mailto:amr.el-shirbini@dnv.com">amr.el-shirbini@dnv.com</a> b. <a href="mailto:sherif.helmy@dnv.com">sherif.helmy@dnv.com</a> c. <a href="mailto:raikar.rajesh@dnv.com">raikar.rajesh@dnv.com</a>
iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. <a href="mailto:Jaimin.Bhatt@tuv-sud.in">Jaimin.Bhatt@tuv-sud.in</a> b. <a href="mailto:sanjaykumar.singh@tuv-sud.in">sanjaykumar.singh@tuv-sud.in</a> c. <a href="mailto:Pankaj.Narkhede@tuv-sud.in">Pankaj.Narkhede@tuv-sud.in</a> d. <a href="mailto:Ajit.Yadav@tuv-sud.in">Ajit.Yadav@tuv-sud.in</a>
v.	M/s. IRCLASS Systems and Solutions Private Limited	a. <a href="mailto:abhishek.singh@irclass.org">abhishek.singh@irclass.org</a> b. <a href="mailto:pradeep.bansal@irclass.org">pradeep.bansal@irclass.org</a> c. <a href="mailto:Asim.Hajwani@irclass.org">Asim.Hajwani@irclass.org</a> d. <a href="mailto:Amit.Ketkar@irclass.org">Amit.Ketkar@irclass.org</a> e. <a href="mailto:industrial_services@irclass.org">industrial_services@irclass.org</a>
vi.	M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.	a. <a href="mailto:contact@gulflloyds.com">contact@gulflloyds.com</a> b. <a href="mailto:bbhavsar@gulfllyods.com">bbhavsar@gulfllyods.com</a> c. <a href="mailto:inspection@gulflloyds.com">inspection@gulflloyds.com</a> d. <a href="mailto:gulflloyds.india@gmail.com">gulflloyds.india@gmail.com</a>



vii.	M/s. TUV India Private Limited	a. <a href="mailto:salim@tuv-nord.com">salim@tuv-nord.com</a> b. <a href="mailto:delhi@tuv_nord.com">delhi@tuv_nord.com</a>
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. <a href="mailto:Shailesh.Deotale@ind.tuv.com">Shailesh.Deotale@ind.tuv.com</a> b. <a href="mailto:ravi.kumar@ind.tuv.com">ravi.kumar@ind.tuv.com</a> c. <a href="mailto:rupeshkumar.singh@ind.tuv.com">rupeshkumar.singh@ind.tuv.com</a> d. <a href="mailto:Neeraj.Chaturvedi@ind.tuv.com">Neeraj.Chaturvedi@ind.tuv.com</a>
ix.	M/s. Bureau Veritas (India) Private Limited	a. <a href="mailto:udit.chopra@bureauveritas.com">udit.chopra@bureauveritas.com</a> b. <a href="mailto:vishal.sapale@bureauveritas.com">vishal.sapale@bureauveritas.com</a> c. <a href="mailto:dinesh.sukhramani@bureauveritas.com">dinesh.sukhramani@bureauveritas.com</a> d. <a href="mailto:p.sridhar@bureauveritas.com">p.sridhar@bureauveritas.com</a> e. <a href="mailto:hariprasad.jhawar@bureauveritas.com">hariprasad.jhawar@bureauveritas.com</a> f. <a href="mailto:amit.shaw@bureauveritas.com">amit.shaw@bureauveritas.com</a> g. <a href="mailto:business.support@bureauveritas.com">business.support@bureauveritas.com</a> h. <a href="mailto:labhanshu.sharma@bureauveritas.com">labhanshu.sharma@bureauveritas.com</a> i. <a href="mailto:pramodkumar.yadav@bureauveritas.com">pramodkumar.yadav@bureauveritas.com</a> j. <a href="mailto:sonal.lad@bureauveritas.com">sonal.lad@bureauveritas.com</a> k. <a href="mailto:bvindia.corporate@in.bureauveritas.com">bvindia.corporate@in.bureauveritas.com</a>

**9.2** The Bidders have to get verified and certified the various documents required against BEC of the tender by any one of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate as per **PROFORMA-N** by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-Party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third-Party Inspection Agencies.

**9.3** As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letter head to submit the duly verified copies/verification certificate within 07 (Seven) days of bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility. If a bidder does not submit the undertaking towards submission of third-party certification within 07 (seven) days from date of Bid Closing date, but certified document(s) reaches OIL within the cut-off-date of above 07 (seven) days, then such bids shall be considered.

**9.4** The methodology of inspection / verification of documents is broadly as under but not limited to:

(a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Evaluation Criteria (BEC) mentioned in the



tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empanelled third-party certifying agencies for verification/certification. Neither OIL nor the third-party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/verified by the agency in support of BEC clauses is the sole responsibility of the Bidder.

(b) The prospective bidder shall contact any of the empanelled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC and list the documents to be verified. They shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification of documents by OIL's empanelled third-party agency shall not automatically make the bidder eligible for award of contract.

(c) Verification of documents (but not limited to) are normally categorised as under:

➤ **General Requirement:**

- Check Bidder's PAN Card
- Check Bidder's GST Certificate
- Check ITR of company
- Check Bidder's Certificate of Incorporation – Domestic Bidder.

➤ **Additional Documents: (If applicable against the tender)**

- Joint Ventures Agreements – To cross-check with JV Partners
- Consortium Agreements – To cross-check with Consortium Partners
- Holding / Parent / Subsidiary / Sister Subsidiary / Co-Subsidiary Company – To check the Share Holding pattern

➤ **Technical Criteria**

- To check Experience Proof - Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC of the Tender.

➤ **Financial Criteria**

- Check and verify Audited Balance Sheet/CA certificate
- To check the Line of Credit, if incorporated in the tender.

**Note:**

- (i) **TPI Verification & Certification of financial documents having Unique Document Identification Number (UDIN) is not required.**
- (ii) If any documents LOI / LOA / Contracts etc. are submitted towards BEC experience criteria issued by OIL INDIA LIMITED, such documents need not be verified by TPI agency.
- (iii) Undertaking from TPI Agency as per format (**Proforma-N**) enclosed should be submitted along with the Bid.



**10.0** A firm that has been engaged by the Company to provide consultancy services for the preparation or implementation of a project, and any of its affiliates (associates, subsidiary, JV partner), shall not be eligible for subsequently providing goods or works (other than a continuation of the firm's earlier consultancy services) for the same project.

**11.0** Even if an applicant meets the eligibility criteria and BEC, he shall be subject to disqualification if he or any of the constituent partners / supporting company is found to have:

1. Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and / or;
2. Records of poor performance during the last five years, as on the date of application, such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, consistent history of litigation resulting in awards against the contractor or any of the constituents, or financial failure due to bankruptcy, and so on.
3. The rescission of a contract of JV on account of reasons other than non-performance, such as the most experienced partner (major partner) of JV pulling out;
4. On account of currency of debarment by any Government agency.

**Applicant (and its constituent partners / supporting company (as applicable)) must furnish an undertaking / declaration to this effect along with the technical bid as per format enclosed as Annexure-VI.**

**12.0 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.

**NOTE TO BEC:** All bidders are required to mandatorily submit the checklist on BEC (Bid Evaluation Criteria) and other relevant technical criteria as outlined in the tender document, along with their bids. Failure to furnish the completely filled checklist by the bidder will render the bid liable for rejection.

**(END OF PART-2)**



## **PART-3**

### **SECTION-I**

#### **GENERAL CONDITIONS OF CONTRACT**

#### **1.0 APPLICABILITY, DEFINITION & INTERPRETATION:**

##### **1.1 Applicability**

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

##### **1.2 Definition & Interpretation**

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

##### **1.2.1 Company / OIL / Operator:**

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

##### **1.2.2 Contractor:**

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

##### **1.2.3 Contract:**

Shall mean a written agreement between the Company and the Contractor for execution of the services / works including all Contract documents and subsequent amendments, if any.

##### **1.2.4 Site:**

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

##### **1.2.5 Company's Site Representative / Engineer:**

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



#### **1.2.6 Sub-contract:**

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

#### **1.2.7 Sub-contractor:**

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

#### **1.2.8 Contractor's Representative:**

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

#### **1.2.9 Contract Price / Value:**

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

#### **1.2.10 Firm price:**

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

#### **1.2.11 Service / Works / Operations:**

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

#### **1.2.12 Equipment / Materials / Goods:**

Shall mean and include any equipment, machinery, instruments, stores, goods which Contractor is required to provide to the Company for / under the Contract and amendments thereto.

#### **1.2.13 Drawings:**

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



#### **1.2.14 Specifications:**

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

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

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

#### **1.2.17 Inspectors:**

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

#### **1.2.18 Tests:**

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

#### **1.2.19 Approval:**

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

#### **1.2.20 Day:**

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

#### **1.2.21 Month:**

Shall mean a calendar month as per Gregorian calendar.

#### **1.2.22 Year:**

Shall mean calendar year as per Gregorian calendar.

#### **1.2.23 Working day:**

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

#### **1.2.24 Bid / offer:**

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



#### **1.2.25 Guarantee:**

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

#### **1.2.26 Mobilization:**

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

#### **1.2.27 De-mobilization:**

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

#### **1.2.28 Willful Misconduct:**

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

#### **1.2.29 Gross Negligence:**

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

#### **1.2.30 Criminal Negligence:**

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

#### **1.2.31 GST Legislations:**

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

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



## **2.0 CONTRACT DOCUMENT:**

- 2.1 Governing language:** The governing language for the Contract shall be English. All Contract documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the Contract shall be written in English and the Contract shall be construed and interpreted in accordance with English language.
- 2.2 Entire Agreement:** The Contract constitutes the entire agreement between OIL and the Contractor with respect to the subject matter of the Contract and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the Contract or included by reference.
- 2.3 Amendment in Contract:** No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the Contractor's Bid, forms of acknowledgement of Contract, invoice and other documents which purport to impose any condition at variance with or supplement to Contract.

## **3.0 WAIVERS AND AMENDMENTS:**

- 3.1 Waivers:** It is fully understood and agreed that none of the terms and conditions of this Contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.
- 3.2 Change Program:** It is agreed that Contractor shall carry out work in accordance with the completion program (e.g. Drilling Programme) to be furnished by the Company, which may be changed from time to time by reasonable modifications in the program as Company sees fit. Company's instruction in this regard shall be final and binding.

## **4.0 CONTRACT TIMELINE:**

### **4.1 Effective Date of Contract:**

The Contract shall become effective as on the Date Company notifies the Contractor in writing that it has been awarded the Contract. This date of issuance of Letter of Award (LOA) by the Company will be the Effective Date of Contract. All terms and conditions of the Contract shall come into force with the date of issuance of LOA.

### **4.2 Date of Commencement of Operation:**

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



#### **4.3 Duration of the Contract:**

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

#### **5.0 SCOPE OF WORK / CONTRACT:**

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

#### **6.0 GENERAL OBLIGATION OF CONTRACTOR:**

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

- 6.1** Perform the work described in the Terms of Reference / Scope of Work. The Contractor shall execute the work with professional competence and in an efficient and workman like manner.
- 6.2** Except as otherwise provided in the Terms of Reference and the special Conditions of the Contract, employ all labours / personnel as required to perform the work.
- 6.3** Perform all other obligations, work and services which are required by the terms of this Contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 6.4** Comply with all applicable statutory obligations specified in the Contract.
- 6.5** Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the Contract.
- 6.6** Contractor shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.
- 6.7** Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as Company may consider necessary for the proper fulfilling of Contractor's obligations under the Contract.

#### **7.0 GENERAL OBLIGATION OF COMPANY:**

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

- 7.1** Pay Contractor in accordance with terms and conditions of the Contract.
- 7.2** Allow Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope



of Works of the Contract or work connected therewith.

**7.3** Perform all other obligations required of Company by the terms of this Contract.

**8.0 DUTIES AND POWER / AUTHORITY:**

**8.1 OIL's site representative / engineer:** The duties and authorities of OIL's site representative / engineer are to act on behalf of OIL for:

- i. Overall supervision, co-ordination and Project Management at site
- ii. Proper and optimum utilization of equipment and services.
- iii. Monitoring of performance and progress
- iv. Commenting / countersigning on reports made by the Contractor's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- v. He shall have the authority, but not obligation at all times and any time to inspect / test / examine / verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However, this shall not construe to imply an acceptance by the inspector.

Hence, the overall responsibility of quality of work shall rest solely with the Contractor.

vi. Each and every document emerging from site in support of any claim by the Contractor has to have the countersignature / comments of the OIL's representative / engineer without which no claim shall be entertained by the OIL.

**8.2 Contractor's representative:**

(a) The Contractor's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorization from the Contractor.

(b) Representative(s) shall liaise with OIL's representative / engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.

(c) Representative(s) shall extend full co-operation to OIL's representative / inspector / engineer in the manner required by them for supervision / inspection / observation of equipment, material, procedures, performance, reports and records pertaining to works.

(d) To have complete charge of Contractor's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.



## **9.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR:**

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

- 9.1** The Contractor should ensure that their personnel observe all statutory safety requirement including those prescribed by the Company. Upon Company's written request, Contractor, entirely at its own expense, shall remove immediately any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the Company.
- 9.2** The Contractor shall be solely responsible throughout the period of the Contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from field site, enroute / local boarding, lodging, personal protective gear & medical attention etc. Company shall have no responsibility or liability in this regard.
- 9.3** However, Company shall provide available medical assistance/facilities to Contractor's Personnel in case of emergency at its own establishment on chargeable basis.
- 9.4** Contractor's key personnel shall be fluent in English language (both writing and speaking).

## **10.0 PERFORMANCE SECURITY:**

- 10.1** On receipt of notification of award from the Company, the Contractor shall furnish the Performance Security to Company within **30 (thirty) days** from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of a Bank Draft / Cashier's Cheque / Banker's Cheque\* / NEFT / RTGS / Electronic fund transfer to designated account of OIL# or ~~Fixed Deposit Receipt (account OIL INDIA LIMITED)~~ or irrevocable Bank Guarantee or ~~irrevocable Letter of Credit (LC)~~ from:
- 10.2** Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic contractor /service provider, or
- 10.3** In case of foreign contractor/service provider, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India.

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.

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



- 10.4** Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:  
Full address  
Branch Code  
Code Nos. of the authorized signatory with full name and designation.  
Phone Nos.  
Fax Nos.  
E-mail address.
- 10.5** The domestic Contractor / Service Provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.
- 10.6** The foreign Contractor / Service Provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.
- 10.7** The Performance Security shall be denominated in the currency of the Contract.
- 10.8** The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of **15 (fifteen) months** beyond the Contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.
- 10.9** The Performance Security shall be encashed by Company on account of Contractor's failure to fulfil its obligations under the Contract and / or non-performance / un-satisfactory performance of the Contractor. Company shall not be required to prove any loss or damage on account of Contractor's non-performance / un-satisfactory performance.
- 10.10** The Performance Security will not accrue any interest during its period of validity or extended validity.
- 10.11** Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

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

\* The validity of Bank Draft / Cashier's / Banker's Cheque (as applicable) should not be less than **15 (fifteen) months** beyond contract period.

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



## **11.0 SIGNING OF CONTRACT:**

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

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

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

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

### **12.3 Taxes:**

**12.3.1** Contractor, unless specified otherwise in the Contract, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the Contractor on account of payments received by it from the Company for the work done under this Contract. It shall be the responsibility of Contractor to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

**12.3.2** Tax levied on Contractor as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the Contract will be on Contractor's account.

**12.3.3** Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by Contractor.

**12.3.4** The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the Contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. Contractor shall be responsible for preparing and filing the return of income



etc. within the prescribed time limit to the appropriate authority.

- 12.3.5** Prior to start of operations under the Contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/ or any other information pertaining to the Contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.
- 12.3.6** Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and Company will issue TDS Certificate to the Contractor as per the provisions of Income Tax Act.
- 12.3.7** Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.
- 12.3.8** All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by Contractor shall be borne by the Contractor.
- 12.3.9** Contractor shall provide all the necessary compliances / invoice / documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the Contract. The Contractor should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).
- 12.3.10** The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:
- i. Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (Contractor)
  - ii. Name and Address and GST Registration Number of the Service Receiver (Address of OIL)
  - iii. Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess)
- 12.3.11** In case of imported goods, Contractor/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.
- 12.3.12** The Contractor should mention the Place of supply in the invoice raised under GST Law.
- 12.3.13** OIL would not accept any invoice without its GSTIN mentioned on the invoice.
- Note: Contractor who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice, which will have GSTIN of supplier as well as OIL.

#### **12.4 Goods and Services Tax:**

- 12.4.1** "GST" shall mean Goods and Services Tax charged on the supply of material(s)



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

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

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

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

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

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

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

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

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

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



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

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

## **12.5 Anti-profiteering clause**

**12.5.1** As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.

**12.5.2** In case rating of Contractor is negative/blacklisted after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor / Contractor and shall also be entitled to deduct / recover such GST along with all penalties/interest, if any, incurred by OIL.

## **13.0 CUSTOMS DUTY, IF APPLICABLE:**

**13.0.1** Contractor shall be responsible to import the equipment / tools / spares / consumables etc. required for execution of the Contract. The Contractor shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.

**13.0.2** Contractor will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.

**13.0.3** Above clause is to be read with Customs Duty Clause in SCC, if any.

## **14.0 INSURANCE:**

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

Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Company against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under Contract. All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case,



the parties to the Contract will agree for a mutual settlement, for reduction in value of Contract to the extent of reduced premium amounts. Contractor shall cover insurance with Indian Insurance Companies.

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

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

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

**14.5 Certificate of Insurance:**

Before commencing performance of the Contract, Contractor shall furnish OIL with certificates of insurance indicating:

- a) Kinds and amounts of insurance as required herein
- b) Details of coverage
- c) Insurance corporation or companies carrying the aforesaid coverage
- d) Effective and expiry dates of policies
- e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
- f) Waiver of subrogation endorsement has been attached to all policies and
- g) The territorial limits of all policies.

**14.6** Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and / or changes in any of such documents & ensure revalidation / renewal, etc., as may be necessary well in time.

**14.7** If any of the above policy expire or/are cancelled during the term of this Contract and Contractor fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @ 1% of the Total Contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss / damage claims resulting therefrom shall be to the sole account of Contractor.

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

Contractor shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the Contractor under this Contract in respect of Contractor's equipment, tools and any other belongings of the Contractor and its personnel as well deputed under this Contract during the entire period of their engagement in connection with this Contract including extensions if any. The Contractor shall also carry adequate insurance cover



against damage/loss to third party person/property. OIL will have no liability on this account.

#### **14.9 Principal Assured:**

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

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

#### **14.10 Waiver of subrogation:**

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

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

#### **14.11 Deductible:**

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

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

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

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

The above requirement of aforesaid Act needs to be complied with by the Contractor wherever the aforesaid provisions of Act apply, and compliance confirmations submitted.

#### **14.13 Loss Payee Clause:**

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

"In respect of Insurance claims in which OIL's interest is involved, written consent of OIL will be required".

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

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



- 14.15** Contractor shall require all of its sub-contractors to provide such of the foregoing insurance cover as the Contractor is obligated to provide under this Contract.
- 14.16** Contractor shall at all time during the currency of the Contract provide, pay for and maintain the following insurance amongst others:
- i) Workman Compensation and / Employers' Liability Insurance:** Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.
  - ii) Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this Contract.
  - iii) Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.
  - iv) Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of **all Contractor's items** to be transported by the Contractor to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
  - v) Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the Contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.
  - vi) Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** Contractor shall, ensure that all his/ its personnel deployed under this Contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.
  - vii)** Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
  - viii)** Any other insurance policy set forth in the SCC.
- Note:** **An undertaking by the service provider has to be mandatorily provided during the Mobilization time that they have taken all the Insurance provisions as per the Contract and as per the Law and Insurance Regulation.**
- 15.0 LIABILITY:**
- 15.1** Except as otherwise expressly provided herein, neither Company nor its servants, agents, nominees, contractors, or sub- contractors shall have any



liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

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



indemnify and hold harmless Contractor From and against such liabilities and any suit, claim or expense resulting there from.

**15.7** The Company hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.

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

**16.0 LIMITATION OF LIABILITY:**

a) Notwithstanding any other provisions herein to the contrary, except only in cases of Willful misconduct and/or criminal acts and/or criminal negligence, neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages to the Company and/or Company's right to forfeit the Performance Bank Guarantee(s) in terms of the Contract.

b) Notwithstanding any other provisions incorporated elsewhere in the Contract, the aggregate liability of the Contractor in respect of this Contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

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

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

It is expressly understood and agreed upon by and between Contractor and Oil India Limited, and that Oil India Limited is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that Oil India Limited is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/ Contractor expressly agrees, acknowledges and understands that Oil India Limited is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall



not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, bidder / Contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this Contract and covenants not to sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

**18.0 CONSEQUENTIAL DAMAGE:**

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

**19.0 RISK PURCHASE:**

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

**20.0 INDEMNITY AGREEMENT:**

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

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

**21.0 INDEMNITY APPLICATION:**

The indemnities given herein above, whether given by Company or Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action



may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

## **22.0 ROYALTY PATENTS:**

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

## **23.0 WARRANTY AND REMEDY OF DEFECTS:**

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

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

## **24.0 SUBCONTRACTING / ASSIGNMENT:**

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

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



enterprises shall be furnished by the Contractor at the time of submission of invoice/bill.

**25.0 RECORDS, REPORTS AND INSPECTION:**

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

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

**26.1** Contractor shall not, without Company's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only, as may be necessary for purposes of such performance with prior permission from Company. However, nothing hereinabove contained shall deprive the Contractor of the right to use or disclose any information which is:

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

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

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

**26.4** During the currency of the Contract, Company and its employees, agents, other contractors, Sub-contractors (of any tier) and their employees etc. may be exposed to certain confidential information and data of the Contractor. Such information and data held by the Company, its employees, agents, other



contractors, Sub-contractors (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need-to-know basis.

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

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

## **27.0 REMUNERATION AND TERMS OF PAYMENT:**

- 27.1** Company shall pay to the Contractor during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Company unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.
- 27.2** Request for payment/part payment to third party i.e. other than the party on whom the Contract has been awarded will not be entertained by OIL under any circumstances.
- 27.3** Manner of Payment: All payments due by Company to Contractor hereunder shall be made at Contractor's designated bank. Bank charges, if any will be on account of the Contractor.
- 27.4** Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within one year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which Company questions.
- 27.5** Invoices: Mobilization charges (if any) will be invoiced only upon completion of mobilization as certified by Company representative and Contractor is ready at site for starting the services / operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company.
- 27.6** Contractor shall send invoice to Company on the day following the end of each month for all daily or monthly charges due to the Contractor.
- 27.7** Contractor will submit 02 (two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the Company for processing payment. Separate



invoices for the charges payable under the Contract shall be submitted by the Contractor for foreign currency and Indian currency.

- 27.8** Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.
- 27.9** Company shall within 30 days of receipt of the invoice notify the Contractor of any item under dispute, specifying the reasons thereof, in which event, and payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in clause no. **27.4** above.
- 27.10** The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in any other billing, the payment of which may then or thereafter be due.
- 27.11** Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by Company accompanied by the following documents from the Contractor:
- a) Audited account up to completion of the Contract.
  - b) Tax audit report for the above period as required under the Indian Tax Laws.
  - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the Contractor or by its Sub-contractor.
  - d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the Contract period) and also cancellation of re-export bond if any.
  - e) Any other documents as required by applicable Indian Laws.

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

- 27.12** Contractor shall maintain complete and correct records of all information on which Contractor's invoice are based up to 02 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.
- 28.0** **PAYMENT OF COMMISSION / FEE / REMUNERATION OF INDIAN AGENT / CONSULTANT / REPRESENTATIVE / RETAINER / ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):**

~~The Commission / Fee / remuneration of the Indian agent / consultant / associate / representative / retainer, if any, will be paid within 30 days of the payment of invoice made to the Contractor. The amount of commission / fee / remuneration as a percentage of invoice value as per Contract provisions will~~



~~be deducted by Company / OIL from the monthly invoices of the Contractor and paid to the Indian agent / consultant / representative / retainer / associate.~~

## **29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI, ETC:**

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

The Contractor shall be required to submit the following documents/details to the Company:

- (i) Copy of PF-ECR duly stamped by the designated Bank, along with a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the Company from the official website of EPFO (<http://www.epfindia.gov.in>).
- (ii) (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.  
  
(b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31<sup>st</sup> March.
- (iii) As an Annexure to each EPF-ECR and ESI Challan(s), Contractor shall also furnish the following Certificates:
  - 1) The furnished information is correct to the best of his knowledge.
  - 2) In case any discrepancies or irregularities is / are noticed in this undertaking, then OIL is free to inform the PF / ESIC Authorities.
  - 3) Before the completion of Contract, Contractor shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
  - 4) Within one month on completion / expiry of the Contract, Contractor shall pay all the dues / terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which Contractor's Bank Guarantee / Security Deposit may be withheld by OIL.

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



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

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

a) Time is the essence of this Contract. If the Contractor fails to mobilize and deploy the required manpower / equipment and / or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or Contract including sub clause (b) below, the right to terminate the Contract.

b) If the Contractor is unable to mobilize / deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the Contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of Contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.

c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss / damage which will be suffered by OIL on account of delay on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay.

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

### **31.0 FORCE MAJEURE:**

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

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

Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (Seventy two) hours after its occurrence the 'force majeure'



rate (if specified in the SCC of the Contract) shall apply for the first 15 (fifteen) days for each such occasion.

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

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

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

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

### **32.0 SET-OFF:**

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

### **33.0 WITHHOLDING:**

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

- 33.1** For non-completion of jobs assigned as per Scope of Work/Terms of Reference.
- 33.2** Defective work not remedied by Contractor.
- 33.3** Claims by Company's recognized sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- 33.4** Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc. with respect to personnel engaged by the Contractor.



- 33.5** Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- 33.6** Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Contractor, under any circumstances in the opinion of Company, may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.
- 33.7** Withholding will also be effected on account of the following:
- i) Order issued by a Court of Law or statutory authority in India.
  - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
  - iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
  - iv) Any payment due from Contractor in respect of unauthorized imports.

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

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

**34.0 APPLICABLE LAWS:**

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

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

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



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

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

### **35.0 LABOUR LAWS:**

- i)** Contractor shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, Company's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications / amendment thereof or any other law relating thereto and rules made there under from time to time.
- ii)** No Labour below the age of eighteen [18] years shall be employed on the work.
- iii)** Contractor shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv)** Contractor shall at his expense comply with all labour laws and keep the Company indemnified in respect thereof.
- v)** Contractor shall pay equal wages for men and women in accordance with applicable Labour laws.
- vi)** If the Contractor is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee / deposit shall be borne by the Contractor.
- vii)** Contractor must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, Contractor must obtain ESI Code under Employees State Insurance Act.



- viii)** Contractor being the employer of the labours / personnel to be engaged under the Contract shall be liable to pay gratuity to the labours / personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the Company indemnified in respect thereof. If however, Company requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, Company shall recover such amount from the outstanding dues payable to the Contractor under the Contract or any other Contract(s).
- ix)** Contractor shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. Contractor shall also submit on the 4<sup>th</sup> & 19<sup>th</sup> of every month to Engineer in Charge a true statement showing in respect of the 2<sup>nd</sup> half of the preceding month & the 1<sup>st</sup> half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.
- x)** Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- xi)** The Contractor shall indemnify the Company against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his Sub-contractor.

### **36.0 STATUTORY REQUIREMENTS:**

During the tenure of this Contract nothing shall be done by the Contractor in contravention of any law, act and/or rules/regulations, thereunder or any amendment

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

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

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



- 37.3** Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.
- 37.4** Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.
- 37.5** When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the Contractor to cease work until the non-compliance is corrected.

**38.0 POLLUTION AND CONTAMINATION:**

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

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

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

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

**39.1** All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in Contractor's account. Variation in case of custom duty on CIF value declared by the bidder shall be to Company account.

**39.2** In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this Contract and which results in increased / decreased cost of the works under the Contract through increased / decreased liability of taxes and / or duties, required to be paid by the Contractor, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the Company / Contractor as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by Company) & the



courts wherever levy of such taxes / duties are disputed by Company / Contractor.

- 39.3** Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the Contractor's account, where delay in completion /mobilization period is attributable to the Contractor. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to Company's account.
- 39.4** The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the Contractor in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, Company will have no liability to reimburse/pay to the Contractor the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, Company will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 39.5** Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the Company shall not bear any liability in respect of:
- 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 and GST in addition to new taxes etc. in respect of Sub-contractors, vendors, agents etc. of the Contractor.
  - iv. Any liability on the Contractor, which was accrued under the old law or Contract, which the Contractor is obligated to pay either to the Company or to the Government Authority.
- 39.6** In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the Contractor is liable to provide following disclosure to Company:
- 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 tax amount.
  - ii. Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and GST paid/payable on purchase of inputs.
- 39.7** The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.
- 39.8** Any claim or reduction on account of change in law shall be accompanied with



undertaking that the provisions of anti- profiteering clause under GST Act have been complied with.

#### **40.0 SEVERABILITY:**

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

#### **41.0 COMMISSION OF MISCONDUCT / SUBMISSION OF FRAUDULENT DOCUMENT BY THE BIDDER/CONTRACTOR AND BANNING THEREOF:**

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

#### **42.0 SETTLEMENT OF DISPUTES:**

##### **42.1 Arbitration (Applicable for suppliers/contractors other than PSU and MSME):**

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

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

3) It is agreed and undertaken by the Parties that irrespective of country of origin of the Contractor, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.

4) The number of arbitrators and the appointing authority will be as under:



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

5) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

6) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

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

8) The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended)

9) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:

**(i)** 20% of the fees if the claimant has not submitted statement of claim.

**(ii)** 40% of the fees if the pleadings are complete

**(iii)** 60% of the fees if the hearing has commenced.

**(iv)** 80% of the fees if the hearing is concluded but the award is yet to be passed.

10) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator



and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.

11) The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule of the Act and such expenses shall be equally borne by the parties.

12) The Place/Seat of Arbitration shall be Guwahati or the place where the Contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.

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

14) Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

- a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial Contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 05/003/2019-FTS-10937 dated 14.12.2022 and the decision of AMRCD on the said dispute will be binding on both the parties.
- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter
- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

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

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



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

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

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the Contract or breach thereof which parties are unable to settle mutually, Company at its discretion, on its own or on the request of the Contractor, may refer the dispute to Outside Expert Committee (“OEC”) to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

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



- h)** All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- i)** The OEC proceedings must be completed within a period of 03 (three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.
- j)** If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the Contract.
- k)** The parties shall be represented by their in-house employees / executives. No party shall bring any advocate or outside consultant / advisor / agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex-employees of parties may represent their respective organizations.
- l)** Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

#### **42.5 Exclusions**

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

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

#### **43.0 COMPLETION OF CONTRACT:**

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



#### **44.0 TERMINATION:**

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

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

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

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

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

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



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

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

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

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

**45.0 TO DETERMINE THE CONTRACT:**

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the Contract shall stand terminated and shall cease to be in force from the date of such notification by the Company. Thereafter the Contractor shall stop forthwith any of the work then in progress, except those work which the



Company may, in writing, require to be done to safeguard any property or work, or installations from damages, and the Company may take over the remaining unfinished work of the Contractor and complete the same through a fresh Contractor or by other means, at the risk and cost of the Contractor, and any of its sureties if any, shall be liable to the Company for any excess cost occasioned by such work having to be so taken over and completed by the Company over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

**46.0 WITHOUT DETERMINING THE CONTRACT:**

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the Company may take over the work of the Contractor or any part thereof and complete the same through a fresh Contractor or by other means, at the risk and cost of the Contractor. The Contractor and any of its sureties are liable to the Company for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the Company.

**47.0 ERRING/DEFAULTING AGENCIES:**

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

**48.0 MISCELLANEOUS PROVISIONS:**

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.

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

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

Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel or any other justified situation



in which case the replaced person should have equal experience and qualification, which will be again subject to prior approval, by the Company.

***(END OF SECTION-I, PART-3)***



**PART-3**

**SECTION-II**

**TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK**

**REFER VOLUME II**

***(END OF SECTION-II, PART-3)***



## PART-3

### SECTION-III

#### SPECIAL CONDITIONS OF CONTRACT

**The following terms and expression shall have the meaning hereby assigned to them unless the context requires otherwise. The expressions not defined here shall have the meaning ascribed to them in Part-3 Section-I: “General Conditions of Contract”. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.**

#### **1.0 GENERAL**

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.

Notwithstanding the sub-division of the documents into these 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.

Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

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 the Contract shall be deemed to have included cost of such performance and provisions, so mentioned.

The materials, design, and workmanship shall satisfy the relevant International / Indian Standards, the Job Specifications contained herein, and Codes referred to. Where the job specification stipulates requirements in addition to those contained in the codes and standards and specifications, these additional requirements shall also be satisfied.

In case of an irreconcilable conflict between International / Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, scope of work, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:

1. Contract Agreement
2. Letter of Intent and Letter of Acceptance.
3. Schedule of Rates as enclosures Letter of Intent / Acceptance.
4. Scope of Work and Design Basis
5. PFD / P&IDs / Drawings
6. Project Specifications.
7. Standard Specifications.
8. Special Conditions of Contract.



9. Instruction to Bidders:
10. General Conditions of Contract.
11. International Standards
12. Indian and Other applicable Standards

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

In the absence of any specifications covering any material, design of work(s) the same shall be performed/supplied/executed in accordance with Standard Engineering Practice as per the instructions/directions of the Company / Consultant, which will be binding on the Contractor.

## **2.0 SCOPE OF WORK**

The scope of work in general includes scope of work specified in Technical Documents enclosed and Schedule of Rates enclosed in Commercial Section of the Tender Document. Further, it includes any other work not specifically mentioned but required to complete the work as per specifications, drawings, and instructions of Company's Engineer-in-Charge.

The scope of work shall be read in conjunction with item description of Schedule of Rates and the Contractor's scope shall include all activities of work specified in the item description of Schedule of Rates / Price schedule.

Rates shall include all costs for the performance of the item considering all parts of the Tender Document. In case any activity though specifically not covered in description of item under 'Schedule of Rates / Price schedule' but is required to complete the work which could be reasonably implied/informed from the content of Tender Document, the cost for carrying out such activity of work shall be deemed to be included in the item rate.

## **3.0 SCOPE OF SUPPLY**

The Contractor shall supply all the materials, equipment, packages, instruments, electrical equipment, piping and fittings, valves, spares, tools and tackles, structural items required for the completion of work in all respects as per the requirement enumerated in Technical Section of Tender Document, at their sole cost and expense.

## **4.0 SUPPLY OF WATER, POWER & OTHER UTILITIES**

Water, power and land for the Contractor's Office and site fabrication, warehouse, residential accommodation etc. shall be arranged by the Contractor at no extra cost to the Company and the quoted prices shall be deemed to be inclusive of such expenses, if any. There shall be no supply of materials and utilities from the Company.

## **5.0 SCHEDULE**

The Work shall be executed strictly as per time schedule given in section 76.3.1 of SCC. The period of completion given includes the time required for mobilization, demobilization, and completion of work in all respects to the satisfaction of the Company / Consultant. A joint program of execution of work will be prepared by the consultant and Contractor. This program will take into account the time schedule as mentioned



above. A weekly execution program will be drawn up by the consultant jointly with the Contractor based on priorities and the joint program of execution as referred to above. The Contractor shall scrupulously adhere to the Targets/Programs by deploying adequate personnel, Construction Equipment, Tools and Tackles and also by timely supply of required materials coming within his scope of supply as per the Contract. In all matters concerning the extent of target set out in the weekly/monthly program and the degree of achievement, the decision of the Company's Engineer-in-Charge will be final and binding on the Contractor.

The Contractor shall give everyday category-wise labor and equipment deployment report along with the progress of work done on previous day in the format prescribed by the Company's Engineer-in-charge. Within 7 (seven) days of the occurrence of any act, event of omission which, in the opinion of the Contractor, is likely to lead to delay in the commencement or completion of any particular work(s) or operation(s) or the entire work at any job site(s) and is such as would entitle the Contractor to an extension of time specified in this behalf in the Progress Schedule(s), the Contractor shall inform the Company and the Engineer-in-Charge, in writing, of the occurrence of the act, event or omission and the date of commencement of such occurrence. Thereafter, if even upon the cessation of such act or event or the fulfillment of the omission, the Contractor is of the opinion that an extension of the time specified in the Progress Schedule relative to particular operation(s) or item(s) or works or the entire work at the job site(s) is necessary, the Contractor shall, within 7(seven) days after the cessation or fulfillment as aforesaid, make a request to the Engineer-in-Charge for extension of the relative time specified in the Progress Schedule. The Engineer-in-Charge may on such request at any time prior to completion of the works extend the relative time of completion in the Progress Schedule for such period(s) as he considers necessary, if he is of opinion that such act, event or omission constitutes a ground for extension of time in terms of the Contract and that such act, event or omission has in fact resulted in insurmountable delay to the Contractor. The opinion/decision of the Engineer-in-Charge in this behalf and as to the extension necessary shall be final and binding upon the Contractor. Notwithstanding the provisions hereof, the Company may at any time after final completion of the Unit or works in all respects of its own initiative consider a request for extension of time made by the Contractor to the Engineer-in-Charge or at the request of the Contractor made by way of appeal either against the decision of the Engineer-in-Charge taken or against the Engineer-in-Charge's failure to take a decision under the said clause, if satisfied of the existence of any ground(s) justifying the delay, extend the date for completion of the work or any item or operation thereof for such period(s) as the Company may consider necessary, and the decision of the Company as to the existence or otherwise of any grounds justifying the extension and as to the period(s) of extension necessary shall be final and binding upon the Contractor.

The extension of time shall be the sole remedy of the Contractor for any cause or event of delay and the Contractor shall not be entitled in addition to or in lieu of such extension, to claim any damages or compensation for extended stay or otherwise whether under the law governing contracts or quasi-contracts or any other relationship, and the Contractor hereby waives and disclaims any and all contrary rights.

## **6.0 DRAWINGS AND DOCUMENTS**

The drawings accompanying the bid document (if any) are from PRE-FEED and are indicative in nature and issued for bidders understanding purpose only. The purpose



of these drawings is to enable the Contractor to make an offer in line with the requirements of the Company. Contractor scope includes Basic Engineering, Detailed Engineering using the PRE-FEED documents. 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 Company/ consultant 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.

DCI (Document Control Index) will be prepared by Contractor and submitted to Company for approval within 21 days of LOA / Mobilization Notice. The drawings and documents to be submitted by the Contractor to the Company after award of the work as per agreed DCI shall be for the Company's review, information and record. The Contractor shall ensure that drawings and documents submitted to the Company/consultant are accompanied by relevant calculations, data as required and essential for review of the document/drawings. The Company/ Company's representative (PMC) shall review the drawings/documents and revert, provided the same are accompanied by relevant calculations, data as required and essential for review.

All documents and drawings including those of the Contractor, sub- vendor's manufacturer etc. shall be submitted to the consultant / Company after having been fully vetted in detail, approved and co- opted by the Contractor & shall bear Contractor's seal/certifications to this effect. All documents/drawings & submissions made to the Company without compliance to this requirement will not be acceptable and the delay & liability owing to this shall be to the Contractor's account.

The review of documents and drawings by the Company shall not absolve the Contractor of his responsibility to meet the requirements of specifications, drawings etc. and liabilities for mistakes and deviations. Upon receiving the comments on the drawings/documents reviewed by the Company/consultant, the Contractor shall incorporate the comments as required and ensure their compliance.

Copies of all detailed working drawings relating to the works shall be kept at the Contractor's Office at the site and shall be made available to the consultant/Company at any time during execution of the Contract. However, no extra claim whatsoever shall be entertained for any variation in the "approved/issued for construction drawings" and "tender drawings" regarding any changes/units unless otherwise agreed.

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.

## **7.0 FIRM PRICES**

The quoted price shall remain firm and fixed till the Contract validity and extension thereof, if any of the work except for the statutory variations of GST during contract validity.

## **8.0 GOVERNMENT OF INDIA NOT LIABLE**

It is expressly understood and agreed by and between the Contractor and the Company that the Company 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 Company 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 Company is not an agent, representative or delegate of Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, the Contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue to Government of India as to any manner, claim, and cause of action or thing whatsoever arising of or under this agreement.

## **9.0 WORKS CONTRACT**

The work covered under this contract shall be treated as "Works Contract".

## **10.0 INTELLECTUAL PROPERTY**

Neither the Company nor the Contractor nor their personnel, agents nor any sub-contractor shall divulge to anyone (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, the Contractor shall immediately return to the Company all drawings, plans, specifications, and other documents supplied to the Contractor by or on behalf of the Company or prepared by the Contractor solely for the purpose of the performance of the works, including all copies made thereof by the Contractor.

## **11.0 PROVIDENT FUND ACT**

The Contractor shall strictly comply with the provisions of Employees Provident Fund Act and Miscellaneous Provisions Act, 1952 and register themselves with RPFC before commencing work and follow the relevant statutory provisions including Rules made there- under concerning contractual workers to be engaged by such Contractor. If the Contractor does not have P.F. Code number at the time of applying for this tender, then the Contractor must apply for the same if the contract is awarded to the Contractor. Such Contractor shall furnish the Provident Fund code number issued by the appropriate Govt. Authority, within 45 days of signing of contract, to Company (or when advised by Company, after 45 days of signing the contract). The Contractor shall deposit Employees' and Owners' contributions to the RPFC every month. The Contractor shall furnish along with each running bill, the challan/receipt for the payment made to the RPFC for the preceding months failing which Company will deduct from his bills the amount equivalent to such deductions with penalty as per the provisions of applicable act.



## **12.0 ALTERATIONS IN DESIGNS, PLANS, DRAWINGS, SPECIFICATIONS ORDERS AND INSTRUCTIONS**

The Contractor agrees that the requirements given in drawings, specifications of the Bidding Documents are minimum requirements and are in no way exhaustive and guaranteed by the Company. It shall be the responsibility of the Contractor to meet all the requirements of Design criteria contained in the Bidding Documents and any upward revisions and/or additions of quantities, specifications sizes given in specifications and drawings etc. of the Bidding Documents required to be made during execution of the works shall not constitute a change order and shall be carried out without a change order and shall be carried out without any time and cost effect to Company. Further upward revisions and/or additions required to make Contractors' selected equipment and installation procedures to meet Bidding Documents requirements expressed and to make entire facilities safe, operable and as per specified codes and standards shall not constitute a change order and shall be carried out without any time and cost effect to Company. Any upward revisions and/or additions consequent to errors, omissions, ambiguities, discrepancies in the specification and drawings etc. of the Bidding Documents which the Contractor had not brought out to the Company's notice in his tender shall not constitute a change order and such upwards revisions and/or addition shall be carried out by contractor without any time and cost effect to Company.

The consultant and/or Company shall have the power, by written notice to the Contractor at any time prior to or in the course of the execution of works or any part thereof, to alter or amend the specifications, orders and/or instructions or any of them by addition, omission, substitution or otherwise howsoever with or without altering or amending the plans, drawings and/or design and the Contractor shall carry out the related work in accordance with such altered specifications, orders, instructions, plans, drawings and/or designs as the case may be, on the same terms and conditions in all respects, subject to the provisions set forth below :-

If such an alteration or amendment shall, in the opinion of the Contractor, necessitate an extension in the time for completion, the provision of Clauses related with regard to the extension of time, shall apply.

- a) If such alteration or amendment shall, in the opinion of the Engineer-in-Charge (whose opinion in this behalf shall be final and binding upon the Contractor), necessitates the performance of any work not covered by the Schedule of Rates, the remuneration for such work or portion or item thereof not covered by the Schedule of Rates shall be determined in the following manner:
  - i. If it is possible to derive the rate(s) for such work or items of work from any of the items of material and/or work covered in the Schedule of Rate(s), the rate(s) for the relative works/items shall be the rate(s) arrived at based on such derivation. The opinion of the Engineer-in-Charge as to whether or not the relative rates can be derived from the rates for the items of material and/or work included in the Schedule or Rates and the consequent derivation of rate(s) on basis thereof shall be final and binding upon the Contractor.
  - ii. If, in the opinion of the Engineer-in-Charge, the relative rate(s) shall not be derivable within the provisions of paragraph (i) hereof above, the relative rate(s) shall be the rate(s) for the work or items of work settled as follows:



An analysis of the rate(s) for the completed work or items shall be prepared by taking (if and so far as applicable):

- A. Issue rate(s) for materials supplied by the Company, if applicable.
  - B. Materials supplied by the Contractor and incorporated in the permanent works at the rate(s) (if any) for material specified in the relevant Schedule forming part of the Contract; and
  - C. Labor cost at rate(s) for labor, if any, specified in the relevant Schedule forming part of the Contract.
- iii. The opinion of the Engineer-in-Charge as to the quantity of material and/or labor involved shall be final and binding on the Contractor.
  - iv. In the event of any item of material or labor involved not being covered by the relevant schedule forming part of the Contract for the purpose of determining the rates in terms of items (B) and/or (C) of paragraph (ii) above, market rates shall be taken into account for such items of materials and labor as are not covered by the relevant schedules forming part of the Contract and there shall be added thereto 15% (fifteen percent) to cover Contractor's supervision, overheads and profits. For the purpose of clarification, it is stated that 15% (fifteen percent) addition shall apply only for any item not covered by the relevant schedule of the Contract.
  - v. The opinion of the Engineer-in-Charge as to whether or not any particular item(s) of material(s) or labor involved is covered by the relevant Schedule(s) and if not as to the market rate(s) thereof shall be final and binding upon the Contractor.
- b) If any alteration, amendment or modification shall, in the opinion of the Engineer-in-charge (whose opinion in this behalf shall be final and binding upon the Contractor) results in a reduction or increase or change in the work or supply covered by the lump sum price so as to render unreasonable the lump sum price, the Company and the Contractor shall negotiate a suitable increase or reduction, as the case may be, in the lump sum price, and failing agreement on a negotiated rate for the item by appropriate reduction / increase, as the case may be, the Engineer-in-Charge shall fix the reduction or increase as he considers reasonable in the circumstances to the lump sum price, and the lump sum price shall be deemed to be accordingly amended to the extent applicable to the work covered by the alteration or amendment.

Pending finalization in respect of the revised rate of any item in the Price Schedule or increase/reduction in the lump sum price pursuant to the provisions hereof, the Contractor shall continue and be bound to continue and perform the works and/or make the supply to completion in all respects according to the contract (unless the contract or works be determined by the Company) and the Contractor shall be liable and bound in all respects under the contract.

The rate(s) for any work determined in accordance with the provisions mentioned above shall for the purpose of the Contract with respect to the work or item of work or supply affected by such amendment, alteration or modification be deemed to be rate(s) for such work or item(s) of work within the Schedule of Rates, or the lump sum Price, as



the case may be.

The Contractor shall not be entitled to any compensation in addition to the payment for the work actually performed by the Contractor calculated on the basis of the Schedule of Rate(s) or lump sum Price or as provided for in this Clause hereof, as the case may be, as a result of any amendment or variation in the specification, orders, instructions, plans, designs or drawings notwithstanding that such alteration(s)/variation(s) may have resulted in a reduction of the total quantum or value of the work involved under the Contract, except as provided for in clause 12.c hereunder.

c) ALTERATION IN THE SCOPE OF WORK:

The Company may, at any time(s) before or after the commencement of the work, by notice in writing issued to the Contractor, alter the scope of work by increasing or reducing the works or the jobs required to be done by the Contractor or by adding thereto or omitting there from any specific works or jobs or operations or by substituting any existing works or jobs or operations with other works or jobs and/or operations or by requiring the Contractor to perform any additional works in or about the job site, and upon receipt of such notice the Contractor shall execute the job(s) as required within the altered scope of work.

If any alteration in the scope of work shall, in the opinion of the Contractor, necessitates any extension in the time for completion, the provisions of clauses with regard to the extension of time shall apply.

If in the opinion of the Engineer-in-Charge (whose opinion in this behalf shall be final and binding upon the Contractor) any alteration in the scope of the work shall result in any reduction or increase or change in the work or supply covered by the lump sum price so as to render unreasonable the lump sum price, the lump sum Price shall be increased or reduced, as the case may be. Providing determination of the rates aforesaid, the provisions of this clause shall mutatis mutandis apply.

### **13.0 MEASUREMENT OF WORKS**

This being a lumpsum Contract, mode of measure of work for payment appearing anywhere in the GCC or elsewhere in the Tender Documents shall not be applicable. Progress payment will be governed by Terms of Payment / Milestone payment formulae.

### **14.0 TERMS OF PAYMENT**

Basis and terms of payment for making "On Account Payment" shall be as set out in Clause 27.0 of GCC.

### **15.0 PROTECTION OF EXISTING FACILITIES**

The Contractor shall obtain all safety clearance (viz. Excavation, Hot / Cold Work permit) from the Company, as may be required from time to time, prior to start of work. Work without a Safety Permit shall not be carried out. Safety Permit and fire service facility, if available, shall be provided on a daily allocation basis upon application.

The Contractor shall obtain plans and full details of all existing, where available and planned underground services from the Company and shall follow these plans closely at all times during the performance of work. The Contractor shall be responsible for



identifying the location of existing pipelines, cables, umbilical's etc. and other items and protection of all underground lines and structures at his own cost.

The Contractor shall take all precautions to ensure that no damage is caused to the existing pipelines, cables etc. During construction. Valve cabin of existing pipelines, other existing structures, existing stone pitching and other stabilization measures along the track route damaged/disturbed during construction shall be repaired and restored to their original condition by the Contractor during / after completion of construction to the complete satisfaction of the Company.

Despite all precautions, should any damage to any structure / utility etc. occur, the Contractor shall contact Company / authority concerned and the Contractor shall forthwith carry out repair at his expenses under the direction and to the satisfaction of Company/concerned authority. The Contractor shall in consultation with Company and the concerned authorities, take adequate measures for strengthening the existing electric poles, telephone poles etc. in the proximity of the pipeline/cable alignment. The Contractor shall take adequate protective measures to prevent damage to these facilities during construction. The Contractor shall have to adopt such method of construction as will be suitable for working in these areas using the limited space available and without causing any damage to these facilities. The Contractor shall be deemed to have taken cognizance of all such constraints, etc. while working in this area and the Contractor shall not be entitled to claim any extra at a later stage.

## **16.0 WORK FRONT**

The work involved under this Contract may include such works as have to be taken up and completed after other agencies have completed their jobs. The Contractor shall be required and bound to take up and complete such works as and when the fronts are available for the same and no claim of any sort whatsoever shall be admissible to the Contractor on this account. Only an extension of time limit shall be admissible, if the availabilities of work fronts to the Contractor are delayed due to any reason not attributable to the Contractor.

## **17.0 CRANES AND LIFTING TOOLS & TACKLES**

Lifting tools tackles and cranes of required capacity shall be arranged by the Contractor at his own cost. All tools, tackles including cranes, slings, shackles, lifting aids shall have required certificates from the competent authority before mobilization at site.

All rigging and lifting tools & tackles and cranes should be properly tested as per the safety / statutory requirements and their latest certification documents should be submitted to the Company. Equipment older than 10 years shall not be deployed for the site work.

## **18.0 STATUTORY APPROVALS**

The Contractor has to obtain the approval from all concerned authorities, for activities such as railway, roads, water crossings and at places where blasting is envisaged required as per statutory rules and regulations of Central / State Government / Local Bodies. The application on behalf of the Company for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction/commissioning of the work is not delayed for want of the



approval/inspection by the concerned authorities.

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. All statutory fees paid, if any, for all inspection and approvals by such authorities shall be borne by the Contractor without any financial liability to Company.

Any change / addition required to be made to meet the requirements of the statutory authorities shall be carried out by the Contractor's cost. The inspection and acceptance of the work by statutory authorities shall, however, not absolve the Contractor from any of his responsibilities under this Contract.

## **19.0 INSPECTION, TESTING AND CERTIFICATION**

The Contractor shall provide all requisite inspection and certification service arranged through the OIL approved Third-Party Inspection Agencies for all indigenous equipment / bulk material procured for the project and no additional charges shall be payable to contractor on the account of the same.

The Contractor shall meet the requirements of the Certification and TPI agencies and their back up consultants and shall also be responsible to co-ordinate with the Certification and TPI agencies in supplying to them in a timely manner, specifications, drawings, plans, calculations and all such other information relating to the Work as may be required by the certification and TPI agencies from time to time including assistance at the appropriate Sites to carry out their Work.

The Contractor shall ensure at his own cost quick supply of required copies of documents / drawings to the Certification and TPI agency as well as Company and consultants by fastest courier service available. The contractor shall also submit softcopies of TPI reports through portable hard disk and through e-mail.

In any case Contractor sourcing materials from abroad, the inspection shall be arranged through the OIL approved third-Party Inspection Agencies in the country of origin. The contract price shall be inclusive of such TPI inspection charges, and no extra claim shall be entertained towards the same.

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.

The work is always subject to inspection by the consultant/ Company. The Contractor shall carry out all instructions given during inspection and shall ensure that the work is being 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.

The Contractor shall provide for purposes of inspection access ladders, lighting and necessary instruments at his own cost.

Any work not conforming to execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carry out the rectifications at his own cost.

All results of inspection and tests will be recorded in the inspection reports, proforma of which will be approved by the consultant. These reports shall form part of the



completion documents.

For materials supplied by the Company (If any, but as of now, no supply by Company is envisaged) the Contractor shall carry out the tests, if required by the Company, and the Company shall reimburse the cost of such tests at actual to the Contractor on production of documentary evidence.

Statutory fees paid to IBR authorities and for repeat tests and inspection due to failures, repairs etc. for such reasons attributable to the Contractor shall be borne by the Contractor.

Inspection and acceptance of work shall not relieve the Contractor from any of his responsibilities under this Contract.

#### CERTIFYING AUTHORITY

The Company shall appoint a Certification Authority from a reputed Third-Party such as BV / DNV / LRS / IRS / RITES / ABS etc. for design review and certification of all engineering activities from detailed engineering up to installation and commissioning. The Contractor shall liaise and co-ordinate with the Certification Agency for timely submission and approval of drawings, calculations notes, documents, procedures etc. so that the overall project schedule could be maintained. All the cost, resources and time shall be included within the lump sum price.

### **20.0 MECHANISED CONSTRUCTION**

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

The 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 mechanized construction techniques and that the Company in this regard shall entertain no claim whatsoever.

### **21.0 TEMPORARY WORKS**

All Temporary and ancillary works including enabling works connected with the work 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.

### **22.0 QUALITY MANAGEMENT SYSTEM**

The Contractor shall include in his offer the Quality Assurance Program 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 program shall be prepared by the contractor for the execution of the Contract for various works, which will be mutually discussed and agreed to.

The Contractor shall establish documents and maintain an effective quality assurance



system outlined in recognized codes.

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 Engineering, Procurement, Supply, Construction, Commissioning and Testing. The quality assurance system should indicate an 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.

The consultant/Company or its representative shall reserve the right to inspect/witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.

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 carry out the work as per standards and all code requirements. In case Company/Consultant feels that the Contractor's QA/QC Engineer(s) are incompetent or insufficient, the Contractor has to deploy other experienced Engineer(s) as per site requirement and to the full satisfaction of the Company/Consultant.

In case the Contractor fails to follow the instructions of the consultant 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 the Company/Consultant.

The Contractor shall adhere to the quality of work as per laid down Specification elsewhere in the Tender Document.

### **23.0 HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT**

The Contractor, during entire duration of the Contract, shall adhere to HSE requirement as specified in section 76.8 of SCC.

### **24.0 SITE CLEANING**

The Contractor shall clean and keep clean the work site from time to time to the satisfaction of the consultant/Company for easy access to work site and to ensure safe passage, movement and working.

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 consultant/Company 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 consultant/Company, whose decision shall be final and binding upon the Contractor.

The Contractor shall be the custodian of the dismantled materials till the Company takes charge thereof.

The Contractor shall dispose of the unserviceable materials, debris etc. to any area as decided by the Company as per HSSE Manual prepared for the purpose.

The Contractor shall sort out, clear and stack the serviceable materials obtained from the dismantling/renewal at places as directed by the Company.



No extra payment shall be paid on this account.

## **25.0 COMPLETION DOCUMENTS**

The following documents shall be submitted in hard binder by the Contractor / Sub-Contractor in 6 (Six) sets, as well as 2 set of soft copy, as a part of completion documents. These will be in addition to those mentioned in General Conditions of the Contract.

- a. Material Inspection / Test Report for supply of all materials, TPI release notes and dispatch release notes by consultant.
- b. Any other drawing / document / Manuals / report specified elsewhere in the bidding document.
- c. Commissioning manual
- d. Operation and maintenance manuals
- e. No Demand Certificate from the Administration Department of Company regarding vacation of land, housing accommodation if any, recovery of rents, hire charges, return of surplus materials, reconciliation statement for all the material issued etc.
- f. No Demand Certificate regarding surrendering of Gate Passes etc.

Note: For further details of submission of Completion documents, refer to Doc: 5153-COMN-PM-L-2009, which is part of Tender document

## **26.0 COORDINATION WITH OTHER AGENCIES**

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 the Contractor's responsibility. In case of any dispute, the decision of Company/consultant shall be final and binding on the Contractor.

## **27.0 TEST CERTIFICATES**

The Contractor shall be required to submit recent Test Certificates for the materials being used in works from the recognized laboratories. These certificates should indicate all properties of the materials as required in relevant IS Standards or International Standards.

## **28.0 ROYALTY**

The Contractor's quoted rate should exclude royalty on any applicable item. Payment of Royalty on different applicable items as per the prevailing State / Central Government rates, shall be directly made by Company to the concerned authority at actuals against submission of documentary evidence by the Contractor.

## **29.0 EXCAVATION BY BLASTING**

The Contractor shall obtain license from the district authorities for undertaking blasting work as well as for obtaining and storing the explosive materials as per Explosive Rules 1940, corrected up to date. The Contractor shall purchase the



Explosives, fuses, detonators etc. only from a licensed dealer. The Contractor shall be responsible for the safe custody and proper accounting of the explosive materials. The Company/Consultant and their authorized representative shall have the access to check the Contractor's store of explosives and their accounts. In case where the explosives are required to be transported and stored at site, relevant clauses of the Explosive Rules 1940 as amended subsequently shall Apply. The Contractor shall be responsible for any accident to workman, public or property, due to blasting operations.

### **30.0 ADDITIONAL WORKS / EXTRA WORKS**

The Company reserves the 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 the Company, the Contractor is required to extend necessary cooperation, and act as per the instructions of the Company.

### **31.0 RESPONSIBILITY OF CONTRACTOR**

It shall be the responsibility of the Contractor to obtain the approval for any revision and/or modifications decided by the Contractor from the Company/Consultant before implementation. Also, such revisions and/or modifications if accepted/ approved by the Company/Consultant shall be carried out at no extra cost to the Company. 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 Company.

All expenses towards mobilization of contractor's / sub-contractor's / vendor's personnel at site and de-mobilization 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.

It shall be entirely the Contractor's responsibility to provide, operate and maintain all necessary construction equipment, 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.

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 labor 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.

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.

### **32.0 SINGLE POINT RESPONSIBILITY**

The entire work as per the Scope of Work covered under this contract shall be awarded



on single point responsibility basis. The contractor shall have single point responsibility for all activities of successful execution of the project. All the interdependent project activities shall be managed effectively without any overrun of cost, time and schedule.

### **33.0 CHECKING OF LEVELS**

The Contractor shall be responsible for checking levels, orientation plan of all offshore and onshore structures, foundations, foundation bolts, etc., well in advance of taking up the actual erection work and bring to the notice of the Company/Consultant the discrepancies, if any. In case of any variations in levels etc. the Contractor shall carry out the necessary rectifications to the foundations within his quoted price.

The Contractor shall also be responsible for checking with templates, wherever necessary, the disposition of foundation bolts with the corresponding bases of structure and shall effect rectifications, as directed, within his quoted rate.

### **34.0 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 the Contractor's equipment, surplus materials, rubbish and temporary work of every kind and leave such part of the site and works clean and in a workmanlike condition to the satisfaction of the Company. Provided that the Contractor shall be entitled to retain on site, until the end of the defect's liability period, such materials, the Contractor's equipment and temporary works as are required by him for the purpose of fulfilling his obligations during the defects liability period.

### **35.0 COORDINATION WITH COMPANY / CONSULTANT**

The Contractor shall coordinate with the Company / consultant, for his day-to-day activities and provide free access and assistance during the inspections and other activities to be carried out by the Company / consultant. The Contractor shall comply with the requirements of the Company / consultant and obtain all the clearances from the Company / consultant for his work.

### **36.0 DELAYS BY THE COMPANY OR ITS AUTHORISED AGENTS**

In case the Contractor's performance is delayed due to any act or omission on the part of the Company or its authorized representatives / agents, then the Contractor shall be given due extension of time for the completion of the work, to the extent such omission on the part of the Company has caused delay in the Contractor's performance of his work.

No adjustment in Contract Price shall be allowed for reasons of such delays and extensions granted except as provided in Tender Document, where the Company reserves the right to seek indulgence of the Contractor to maintain the agreed Time Schedule of Completion.

In such an event the Contractor shall be obliged to work by the Contractor's personnel for additional time beyond stipulated working hours as also Sundays and Holidays and achieve the completion date/interim targets without any additional cost to Company.



### **37.0 FAILURE BY THE CONTRACTOR TO COMPLY WITH THE PROVISIONS OF THE CONTRACT**

1. If the Contractor refuses or fails to execute the work or any separate part thereof with such diligence as will ensure its completion within the time specified in the Contract or extension thereof or fails to perform any of his obligation under the Contract or in any manner commits a breach of any of the provisions of the Contract it shall be open to the Company at its option by written notice to the Contractor:

- a. To determine the Contract in which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Company on that behalf, whereupon the Contractor shall stop forthwith any of the Contractor's work then in progress, except such work as the Company may, in writing, require to be done to safeguard any property or work, or installations from damage, and the Company, for its part, may take over the work remaining unfinished by the Contractor and complete the same through a fresh Contractor or by other means, at the risk and cost of the Contractor, and any of his sureties if any, shall be liable to the Company for any excess cost occasioned by such work having to be so taken over and completed by the Company over and above the cost at the rates specified in the schedule of quantities and rate/prices.
- b. Without determining the Contract to take over the work of the Contractor or any part thereof and complete the same through a fresh Contractor or by other means at the risk and cost of the Contractor. The Contractor and any of his sureties are liable to the Company for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/Rates, occasioned by such works having been taken over and completed by the Company.
- c. The whole or part of the Contract Performance Security furnished by the Contractor is liable to be forfeited without prejudice to the right of the Company to recover from the Contractor the excess cost referred to in the sub-clause aforesaid, the Company shall also have the right of taking possession and utilizing in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the Contractor as may be necessary and the Contractor shall not be entitled for any compensation for use or damage to such materials, equipment and plant.
- d. The amount that may have become due to the Contractor on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of Contract or from the taking over of the work or part thereof by the Company as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the Contract, rest exclusively with the Contractor. This amount shall be subject to deduction of any amounts due from the Contractor to the Company under the terms of the Contract authorized or required to be reserved or retained by the Company.

2. Before determining the Contract as per Clause 37.0 (1) provided in the judgment of the Company, the default or defaults committed by the Contractor is/are curable and can be cured by the Contractor if an opportunity given to him, then the Company may issue Notice in writing calling the Contractor to cure the default within such time specified in the Notice.



The Company shall also have the right to proceed or take action as per 37.0 (1) (a) or (b) above, in the event that the Contractor becomes bankrupt, insolvent, compounds with his creditors, assigns the Contract in favor of his creditors or any other person or persons, or being a Company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the Company to give any prior notice to the Contractor.

Termination of the Contract as provided for in sub- clause 37.0 (1) (a) above shall not prejudice or affect their rights of the Company which may have accrued up to the date of such termination.

### **38.0 GENERAL GUIDELINES DURING AND BEFORE ERECTION**

The Contractor shall be responsible for organizing the lifting of the equipment in the proper sequence, that orderly progress of the work is ensured and access routes for erecting the other equipment are kept open.

Orientation of all foundation, elevations, lengths and disposition of anchor bolts and diameter of holes in the support's saddles shall be checked by the Contractor, well in advance. Any rectifications including chipping of foundations, as the case may be, to be carried out at no extra cost by the Contractor after obtaining prior approval of the Company/Consultant. The Contractor shall also be provided with the necessary structural drawings and piping layouts etc., wherever required for reference. During erection, if the structural member need to be dismantled, to facilitate the equipment erection, same shall be done by the Contractor after ensuring proper stability of main structure with prior permission of the Company/Consultant. All such dismantled members shall be put in position back after the completion of equipment erection to satisfaction of Company/Consultant.

During the performance of the work, the Contractor at his own cost, shall keep structures, materials and equipment adequately braced by guys, struts or otherwise approved means which shall be supplied and installed by the Contractor as required till the installation work is satisfactorily completed. Such guys, shoring, bracing, strutting, planking supports etc. shall not interfere with the work of other agencies and shall not damage or cause distortion to other works executed by him or other agencies.

The manufacturer's recommendations and detailed specifications for the installation of the various equipment and machines will be passed on to the contractor to the extent available during the performance of work. The requirements stipulated in these clauses shall be fulfilled by the Contractor.

Various tolerances required as marked on the drawings and as per specifications and instructions of the Company/consultant, shall be maintained. Verticality shall be maintained. Verticality shall be verified with the theodolite.

### **ERECTION OF EQUIPMENTS**

All the erection shall be carried out by Cranes of suitable capacity. Erection by derrick shall not be permissible. The Contractor shall arrange the crane of suitable capacity required for erection and include cost for same in respective items without any liability on the part of the Company.

The Contractor shall submit the indicative erection scheme for equipment and shall



undertake the erection only after obtaining approval of erection scheme by the Company/Consultant.

Grouting of equipment, anchor bolts, pockets and under base plates shall be carried out as per technical specifications.

### **39.0 DISTINCTION BETWEEN SUBSTRUCTURE AND SUPERSTRUCTURE**

To distinguish between work in substructure and superstructures, the following criteria shall apply:

- a. For all equipment, pedestals, pipe racks, other foundations and RCC structures, work done up to 300 mm level above Highest Pavement Point/Finished Floor Level will be taken work in sub-structure and work above this level will be treated as work in superstructures.
- b. For Buildings only, all works up to level corresponding to finished floor level (Ground Floor) shall be treated as work in “Substructure” and all works above the finished floor level shall be treated as “Work in Superstructure”.
- c. Irrespective of what has been stated above, all pavements, RCC retaining wall, all pipe sleepers and any similar item would be taken as work done in substructure irrespective of locations nomenclature, and levels given anywhere. Where not specifically pointed out all works in sumps, drains manholes, tank pads, cable trenches or such similar items would be taken as work in substructure
- d. Superstructure of the platform includes deck structure, equipment and piping installed on the deck above work point (interface between deck and jacket) and all associated facilities including architectural, electrical cables, instruments etc. Substructure of offshore platform includes jacket, risers, foundation piles, boat landing, conductors and all the appurtenances such as walkways, handrails, pad eyes, anodes etc.

### **40.0 UNDERGROUND AND OVERHEAD STRUCTURES**

The Company shall provide, to the best possible extent, details in respect of existing structures, overhead lines, existing pipelines and utilities existing at job site to the Contractor. The Contractor shall execute the work in such a manner that the said structures, utilities, pipelines etc. are not disturbed or damaged, and shall indemnify and keep indemnified the Company from and against any destruction thereof or damages thereto. Moreover, the Contractor shall prepare drawing showing all the above stated details accurately by conducting suitable surveys (above ground and underground) and submit to the Company/Consultant. No extra payment shall be made on this account. The prices quoted in SOR/SOP are deemed to be inclusive of the costs towards this activity as well.

### **41.0 EXECUTION OF ELECTRICAL WORKS**

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



## **42.0 MAKE OF MATERIALS**

**Structural Steel:** Steel manufacturers having valid BIS certificate and listed in the BIS website as on date of procurement of steel shall be allowed for supply of steel (Structural steel and TMT bars) and the Contractor shall procure from them with prior intimation to Company / consultant. The steel for substructure and superstructure of offshore platform shall be in accordance with the specifications P6EC-STD-ST-S-2001, Standard Specification for Structural Materials, Rev.0.

Govt policy for providing preference to Domestically manufactured Iron & Steel products (DMI & SP) notified vide Gazette of India No 324 dated 29-05-2019 read with clarification issued by MoS on the policy and further amendments / notifications to be adhered.

## **43.0 BUILDING AND OTHER CONSTRUCTION WORKER'S ACT**

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

- a. The 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 Contractor should obtain registration within one month of the award of the Contract.
- b. The 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 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 Contractor shall be responsible to submit final assessment return of the Cess amount to the assessing officer after adjusting the Cess deducted at source.

## **44.0 SURPLUS MATERIALS**

Surplus Construction materials temporary works erected by the Contractor shall vest in and belong to the Contractor upon completion of the works and/or earlier termination of the Contract for any cause, with right in the Contractor, subject to the other terms & conditions of the Contract, to remove the same from the job site subject to satisfactory proof of supply.

## **45.0 FABRICATION SHED**

The Contractor shall provide all weather fabrication sheds at site for all pre-fabrication of piping works and fabrication of structural steel work to the satisfaction of the Engineer-in-charge. The requirement of fabrication sheds shall be firmed up in consultation with the Engineer-In-Charge for numbers/ size of fabrication shed.



#### **46.0 WAREHOUSING**

In line with requirements specified in the Tender Document, materials shall be properly stored by the Contractor in his warehouse to enable easy traceability, handling and preservation of all materials having proper identification marks, color coding etc. In case the Contractor fails to follow the specified requirements, next payment due to the Contractor shall not be released till he complies with all the requirements. All material storage, transportation, handling shall be Contractor's scope, till completion and hand over of all works / services.

#### **47.0 LABOUR LICENCE**

Before starting of work, the Contractor shall obtain a license from the concerned authorities under the Contract Labor (Abolition and Regulation) Act, 1970 and shall furnish copy of the same to the Company. The labor license for the appropriate labors shall be valid for the total contractual period including extended period, if any.

#### **48.0 LABOUR RELATIONS**

In case of labor unrest/labor dispute arising out of non- implementation of any law the responsibility shall solely lie with the Contractor, and he shall remove/resolve the same satisfactorily at his cost and risk.

The Contractor shall deploy workmen with required skill set for carrying out various jobs as assigned by the Engineer-in-Charge from time to time. The workmen deployment by the Sub-Contractor shall also possess the necessary skill set and license if required under any law, rules and regulations.

#### **49.0 DEPLOYMENT OF LOCAL LABOUR**

The Contractor shall ensure that local laborers - skilled and/or unskilled, to the extent available shall be deployed in this work. In case of non-availability of suitable laborer in any category out of the above persons, laborers from outside may be deployed.

The Contractor shall not recruit workmen of any category from among those who are already deployed by other agencies working at site but shall make maximum use of local labor available.

#### **50.0 WARRANTY / GUARANTEE INCLUDING SUPPLY OF SPARES / CONSUMABLES**

Goods, materials, package (s), system (s) etc., to be supplied under the scope of supply of the Contractor shall be new, of recent make, of the best quality & workmanship and shall be guaranteed for a period 18 months from the date of dispatch/shipment or 12 months from the date of successful commissioning, whichever is later, against defects arising from faulty materials, workmanship or design. Defective goods/materials or parts notified by the Company/ Company representatives shall be replaced immediately by the Contractor on F.O.R. destination basis including payment of all taxes and duties at Seller's expense. This guarantee shall survive and hold good notwithstanding inspection, payment for and acceptance of the goods. Such list of spares and consumables shall be submitted along with bid.



## **51.0 DEFECT LIABILITY PERIOD**

The Contractor shall guarantee the installation/work for a period of 12 months from the date of Completion of WORK as certified by COMPANY/ consultant which is indicated in the Completion Certificate. 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 COMPANY/consultant.

If the Contractor feels that any variation in work or in quality of materials or proportions would be beneficial or necessary to fulfil the guarantees called for, he shall bring this to the notice of COMPANY / consultant in writing.

If during the period of liability any portion of the work/equipment, is found defective and is rectified/replaced, the period of liability for such equipment/ portion of work shall be operative from the date such rectification/ replacement are carried out and the Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of work/equipment only. Notwithstanding the above provisions the supplier's, guarantee/ warrantee for the replaced equipment shall also be passed on to the Company.

## **52.0 PAYMENT & INVOICING PROCEDURE**

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

Payments due by the Company to the Contractor shall be made at the Contractor's designated bank account. All bank charges will be to their account.

Payment of any invoices shall not prejudice the right of the Company to question the validity of any charges therein, provided the Company within one year after the date of payment shall make and deliver to the Contractor written notice of objection to any item or items the validity of which the Company questions.

The Contractor will require to submit 3 (two) copies of all bills/invoices including the original within 7 (seven) days of the month in which the service is rendered or from the date of completion of specific mile stones, as per price schedule under the Contract. The Contractor should submit 3 (two) copies including original of the above bills/invoices to the Company.

The Company on receipt of the following documents from the Contractor shall make payment of demobilization charges when applicable following receipt of invoice:

- a. Proof of re-export of all items (excepting consumables and spares consumed during the contract period) which were imported on the explicit understanding that they would be re- exported once the contract is over.
- b. No dues certificate from the District Transport Authorities.



- c. Any other documents are required by applicable Indian Laws.

The Company shall within 10 days of receipt of the invoice notify the Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion within 30 days subject to RBI's approval. This will not prejudice the Company's right to question the validity of the payment at a later date.

The acceptance by the Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of the Contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.

The Contractor shall maintain complete and correct records of all information on which the Contractor's invoices up to 3 (three) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query / objection. Any audit conducted by the Company of the Contractor's records, as provided herein, shall be limited to the Company's verification (i) of the accuracy of all charges made by the Contractor to the Company and (ii) that the Contractor is otherwise in compliance with the terms and conditions of this Agreement.

### **53.0 NIL CUSTOMS DUTY & CONCESSIONAL GST APPLICABLE FOR IMPORT IN ML/PEL AREA**

In terms of Sl. No. 404 of the Customs Notification No. 50/2017-Cus dated 30.06.2017 amended vide Customs Notification No. 02/2022-Customs dated 01.02.2022 and 40/2022 dated 13.07.2022, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @12% (BCD Nil & IGST @12%) subject to conditions specified therein (Condition No. 48). Similarly, the domestic supply of such goods would attract 12% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No. 3/2017-Integrated Tax (Rates) Dated 28.06.2017 and amended vide Notification No. 16/2019 Dated 30.09.2019 and 08/2022-Integrated Tax (Rate) dated 13.07.2022.

Contractor is deemed to have taken note of the prevailing customs notifications including the latest amendments vide gazette Notification No. 02/2022-Customs dated 01.02.2022 and and 40/2022 dated 13.07.2022 while quoting their prices. Only those items appearing in List-33 therein shall be considered for concessional Customs Duty. Items of their import other than those appearing in List-33 of the said gazette notification shall be considered as duty payable on merit basis in their respective bid. OIL shall issue the requisite Recommendatory letter on request from Contractor for availing concessional rate of customs duty only against the items explicitly covered under List-33 of Customs Notification No. 02/2022-Customs dated 01.02.2022 or against any other item(s) subsequently declared by the competent authority during the tenure of the contract to be duty exempted/concessional. However, in the event of refusal/denial by Customs Authority to accord exemption/concession of Customs Duty against import of items which are explicitly covered under List-33 of Notification No. 02/2022-Customs dated 01.02.2022, such applicable customs duty shall be reimbursed at actual by OIL to the Contractor on submission of documentary evidence.

Similarly, the items other than those appearing in List-33 of the said gazette notification, if to be imported by the Contractor for the purpose of execution of contract



against this tender, the same shall be considered as duty payable on merit basis and the applicable customs duty thereof must be included by the bidder in their respective bid value. OIL will not issue any Undertaking / Certificate towards customs duty concession/exemption for those items (not included in List-33 of Notification) and the duty payable on merit shall be borne by the Contractor. However, any other item if subsequently notified by the competent authority to be Duty free / concessional during the tenure of the contract, OIL will issue requisite Certificate / Undertaking for Contractor to avail the Customs Duty benefit and the duty benefit must be passed on to OIL. Additionally, for all those items against which the bidder considers the Customs Duty on merit, the list specifying the Customs Duty Rate (percentage) may be furnished, so that subsequent increase / decrease in Customs Duty, if any shall be reimbursed / recovered by OIL as the case may be on documentary evidence.

Bidder / Contractor should submit the list of items which are to be imported for execution of the contract against this tender as per **Proforma-A** prudently along with their bid. Recommendatory letter for availing concessional rate of Customs Duty shall be issued by OIL only for the eligible items, provide the same are included in the **Proforma-A** submitted by the bidder.

**Note:**

- a. The above stipulations shall prevail over other clauses if stipulated otherwise elsewhere in the original tender document/previous amendments. However, the aforementioned notifications are subject to change as per Government guidelines and the provisions ruling at the time of Bid Closing will be applicable.
- b. The Bidder has to re-export the items / equipment / consumables after completion of the contract in case of imported items / equipment / consumables. The bidder will be fully responsible to pay the customs duty in case the items / equipment / consumables are taken by the Contractor to area where customs duty benefit is not applicable. This is applicable in case OIL issues recommendatory letter for availing concessional customs duty for import of goods.

**54.0 TAXES, DUTIES AND LEVIES**

GST:

Lump sum prices in the Schedule of Rates / Prices shall be EXCLUSIVE of GST.

GST shall be reimbursed to the Contractor at actual against submission of Invoice issued in accordance with GST Rules.

GST rate shall be subject to Statutory Variation subsequent to submission of last price bid.

E-way bill:

Under GST regime, E-way bill would be required prior to movement of goods via a conveyance (i.e. by road / rail / air / ship) for each transaction.

**55.0 INCOME TAX & CORPORATE TAX**

The Contractor shall be exclusively responsible and liable to pay all income taxes on



any payments arising out of the Contract, whether payable in India or in any other jurisdiction.

Withholding tax/tax deductible at source is applicable to all payments to be made to the Contractor. Withholding/deduction is required to be made at the rates specified in the Indian Income Tax Act as varied by the provisions of any applicable double taxation treaty between India and the country of citizenship of a foreign Contractor. The Indian Income Tax contains provisions permitting deduction of tax at a lesser rate if the Contractor is able to justify to the Income Tax Authorities such lesser rate of deduction. A deduction once made has to be deposited by the Company with the Income Tax Authorities in India and will not be adjustable by the Company. It is therefore in the interest of the Contractor that prior to release of any payment due to the Contractor under the Contract that the Contractor obtains, from the relevant Income Tax Authorities in India, a certificate specifying the rate of deduction/withholding of income tax at source, failing which, payment to the Contractor shall be made by the Company subject to the withholding/deduction at full rates aforesaid.

Corporate Tax liability, if any, shall be to the Contractor's account.

## **56.0 STATUTORY VARIATION**

At a later date during the Contractual Time Schedule, if there is variation in, GST applicable on materials brought for the purpose of permanent incorporation in the works/services, work performed by the Contractor or imposition of new levies, taxes and duties due to subsequent statutory legislation, then the financial implications to the extent of such variation shall be reimbursed to Contractor at actual subject to production of documentary evidence by the Contractor. In case of any reduction in the above taxes and duties, the Contractor shall pass on the benefits to the Company. In case of any statutory variation in taxes/duties and introduction of any new taxes, duties, levies beyond the Contractual Time Schedule, due to delays in completion of work for the reasons not attributable to Owner, shall be to the Contractor's account. The base date for the purpose of statutory variations shall be the date of submission of last price bid.

In the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or any change in the interpretation by any Court of India of any said Act or law, rules or regulations which becomes effective after the date of submission of Price Bid or revised price bid, if any, which results in increased cost of the Works under the Contract through increased liability of taxes (other than personnel taxes), duties, fees the Contractor shall be indemnified for any such increased cost which is directly attributable to such introduction of new legislation or change or amendment as mentioned above till schedule completion date by the Company subject to production of documentary proof to, the satisfaction of the Company, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above and as specified in the contract

Similarly, if introduction of new legislation or any change or amendment or enforcement of any Act or Law, Rules or Regulations of Government of India or Public Body or any change in the interpretation by the Supreme Court of India of any said Act or Law, rules or regulations which becomes effective after the date of submission of Price Bid or revised price bid, if any, which results in decreased cost of works through reduced liability of taxes (other than personnel taxes), duties fees, the



Contractor shall pass on the benefits of such reduced taxes, duties or fees to the Company to the extent, which is directly attributable to such introduction of new legislation or change or amendment as mentioned above and as specified in the contract.

Notwithstanding the provision contained in above paras, the Company shall not bear any liability in respect of:

- i. Personal taxes on the personnel deployed by Contractor, their sub-contractors/ and agents etc.
- ii. Corporate taxes in respect of contractors and all of their sub-contractors, agents etc.
- iii. GST in respect of the sub-contractors, agents etc.

## **57.0 SUBJECT MATTER OF CONTRACT**

### **57.1.1 Scope of Work**

The scope of work for the tender shall include in general but not limited to Surveys (pre- engineering, pre-construction/pre-installation and post-installation) Design, Engineering, Procurement, Fabrication, Load-out, Tie-down/Sea-fastening, Tow-out/Sail-out, Transportation, Installation, Hook-up, Testing, Pre-commissioning, Commissioning (wherever applicable) of entire facilities and as built documentations as described in the bidding documents for the following facilities:

- a) 2 Nos. Wellhead Platforms (One for East part & Other for West part) with Jackets, topsides)
- b) 2 Nos. of Pipelines (One for East part & Other for West part) covering both offshore & onshore area

Included among these functions, but not limited to these are:

- i. Carry out all surveys (Pre-engineering/pre-construction/installation and post installation/ as built), engineering and design requirements required to completely design these facilities in all respect including all safety studies.
- ii. Provide purchasing, expediting, inspection, handling and transportation of all materials and equipment.
- iii. Prepare and issue purchase specifications after obtaining approval from the Company wherever required for all equipment as well as obtaining Vendor certified prints, instructions, parts lists, etc.
- iv. Prepare and issue all engineering, purchasing and construction schedules for approval of Company.
- v. Supervision & monitoring and progress reporting during design & engineering fabrication / installation, hook-up, testing, pre-commissioning, start-up & commissioning etc.
- vi. Prepare and issue all drawings required for carrying out this project.
- vii. Provide all manpower, materials, load-out, tie-down, transportation, handling and erection of equipment, machines, tools and instruments; storage and fabrication facility; personnel housing, mess and transportation; and all services necessary to perform the work for the complete installation as



- described in Tender Documents.
- viii. Comply with all Central, State and Local Government Regulations applicable to the Work.
  - ix. Observe all applicable Company's and accepted industry safety practices and, in addition, all Governmental regulations as appropriate for this Work.
  - x. Comply with applicable codes and standards as per Contract, of engineering, fabrication, construction and safety.
  - xi. Provide necessary documents and drawings for the scrutiny of the appointed Third-Party Inspection and Certifying Agency.
  - xii. Provide all as-built drawings, documents and manuals.
  - xiii. Provide to Third Party Inspection Agency and Certification Agency appointed by COMPANY, all facilities including equipment and instruments to carry out inspection and testing activities needed for Certificate of approval for all the facilities under the scope of work. The certificate of approvals, wherever required shall have to be obtained and submitted by the Contractor.
  - xiv. Provide all statutory approvals, insurance, guarantee.

Further details on Scope of Work have been provided in 5153-COMN-PM-L-2002, Scope of Work - LSTK Contract.

#### **57.1.2 Usages of OIL's equipment/facilities by contractor.**

The contractor should use their own equipment/facilities as per the scope of work and OIL shall not provide any equipment/facilities to contractor.

#### **57.2.1 Access to Installation Site**

The Company's Representative upon receipt of request from the Contractor intimating commencement of installation/construction work at offshore site shall give to the Contractor access to as much of the Site as may be necessary to enable the Contractor to commence and proceed with the construction/installation of the Works in accordance with the program of Work in terms of Clause 57.3.4. Any reasonable proposal of the Contractor for access to Site to proceed with the construction/installation of work in accordance with the program of work in terms of Clause 57.3.4 will be considered for approval and shall not be unreasonably withheld by the Company. Such requests must be made to the Company's Representative in writing at least 7 days prior to start of the Work.

If the Company fails to give access to Site in accordance with the terms of this Section, resulting in delay or expenses for the Contractor, the Contractor shall subject to provision of Clause 74.0 (Diversion of Marine spread) be entitled to appropriate extension of time for completion of the Works and compensation for the spread actually deployed at offshore site in accordance with applicable schedule of rates, or if no such rates are available then at the rates as may be mutually agreed.

#### **57.2.2 Start of Fabrication/Installation**

Prior to taking up fabrication/installation of any major component of Work, the Contractor shall submit to Company his proposed construction sequence and procedures and obtain Company's approval in writing.



### **57.3 General Obligations of Contractor**

#### **57.3.1 Knowledge of Site Conditions**

57.3.1.1 The Contractor's undertaking of this Contract to carry out the Works shall be deemed to be based on and made in the light of (a) all data of hydrological, sub-surface (data contained in the Bidding Documents), climatic and physical conditions, and (b) all criteria of design contained in the Bidding Documents.

57.3.1.2 Subject to Clause 57.3.1.1 and 61.0, the Contractor shall, nevertheless, be deemed to have knowledge of the site and its surroundings and information available in connection therewith and to have satisfied himself the form and nature thereof including, the sub-surface (data contained in the Tender Documents), the hydrological and climatic conditions, the quantities and nature of the Work and materials necessary for the completion of the Works, the means of access, and in general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Contract and his ability to perform it. However, if during pre-engineering survey, Contractor detects physical conditions and/or obstructions affecting the Work, the Contractor shall take all measures to overcome above.

57.3.1.3 The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price for the Works. The consideration provided in the Contract for the Contractor undertaking the Works shall cover all the Contractor's obligations and all matters and things necessary for proper execution and maintenance of the Works in accordance with the Contract and for Complying with any instructions which the Company's Representative may issue in accordance with in connection therewith and of any proper and reasonable measures which the Contractor takes in the absence of specific instructions from the Company's Representative.

#### **57.3.2 Weather Conditions**

a. The Contractor shall bear all costs and delays due to adverse weather conditions/ weather down time experienced during the onshore part of the works including load out and tie down under the Contract.

b. The Contractor shall bear all the cost and delays due to adverse weather conditions/weather down time experienced during the tow-out/ sail-out and transportation of works.

c. The Contractor shall bear all the costs and delays due to adverse weather conditions/ weather down time of the Constructional Plant and Equipment/ marine spread, etc. experienced during the execution of the Works at offshore site, including any extended period.

Contractor shall monitor the weather and operate the marine spread within the marine spread specific limiting operational parameters. In case of forecasting/ warning of emergency situations like Cyclonic conditions / Tsunami, Contractor shall communicate about the same to Company along with suitable actions being taken for ensuring safety of Company field installations/ facilities and deployed Barge(s)/Vessel(s)/ Manpower by the Contractor under the Contract.



Contractor shall take immediate action and communicate to the sub-contractor(s)/Barge(s)/vessel(s) operating under the contract and ensure that the Barge(s)/Vessel(s) clear out of Company fields area and move to safe location at nearby port anchorage and keep Company updated continuously about location of barge(s)/vessel(s) along with safety of manpower till such emergency situation ceases and normal operations are restored. However, Company's decision in this regard shall be final and binding.

In above situations, Force Majeure Clause 31.0 of General Conditions of Contract read in conjunction with Clause 81.0 of SCC shall be applicable.

### **57.3.3 Contract Administration**

57.3.3.1 The Contractor is bound to carry out, complete and maintain the works only according to the Contract provisions & Specifications.

57.3.3.2 The Contractor shall accept instructions and directions only from the Company's Representative or the Engineer or from an Engineer's Representative.

57.3.3.3 The Company's Representative may give the Contractor directions and instructions about the execution of the Works and may take decisions and issue directions about the acceptability of materials and quality of workmanship to be used in the works and the Contractor shall adhere to and comply with those directions, instructions and decisions of the Company's Representative in accordance with the Contract.

Provided, however, such directions/instructions/decision of the Company's Representative shall not absolve the Contractor of his responsibility of execution of the Works in accordance with the Contract.

57.3.3.4 If the Contractor disputes any directions, Instructions or decisions of the Company's Representative that direction, instruction or decision shall (without prejudice to the Contractor's duty to adhere to and comply with it in carrying out the Works) have only provisional effect with regard to the final rights and duties of the parties and Contractor shall continue to carry out the Work, and shall have to represent against such directions, instructions or decisions of the Company's Representative to the Company with intimation to Company's Representative in writing. Any delay in implementing the said direction, instruction or decision shall be to Contractor's account. The Company and the Contractor shall meet as soon as practicable to reach an amicable settlement prior to invoking the provisions of settlement. If the said direction, instruction or decision is found to be not in accordance with the Contract, the time and cost effect shall be to Company's account. Only in the event of failure to reach an amicable settlement the Clause 42.0 of GCC shall apply to the said dispute.

### **57.3.4 Program of Work**

Within **twenty one (21) days** after the award of the work under this Contract or prior to kick-off meeting whichever is earlier, the Contractor shall submit to the Company for its approval a detailed program showing the sequence, procedure and method in which he proposes to carry out the Works as stipulated in the Contract and shall, whenever reasonably required by the Company's Representative or the Engineer's Representative furnish in writing the arrangements and methods proposed to be made for carrying out the Works. The program so submitted by the Contractor shall conform to the duties and periods specified in the Contract. The Company and the Contractor shall discuss and



agree upon the Work procedures to be followed for effective execution of the Works. The Constructional Plant and Equipment and Temporary Works which the Contractor intends to deploy shall be clearly specified. Approval by the Company's Representative of a program shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

### **57.3.5 Contractor's Organization**

57.3.5.1 The Contractor shall supply to the Company **within 21 days** of the LOA / Mobilization Notice or prior to kick-off meeting whichever is earlier, an organization chart showing the proposed organization to be established by the Contractor for execution of the work including the identities and curriculum Vitae of the key personnel to be deployed. The Contractor shall promptly inform the Company in writing, of any revision or alteration of such organization charts.

The Contractor shall provide necessary supervision during the execution of the Works and thereafter as the Company may consider necessary for the fulfillment of the Contractor's obligations under the Contract. The Contractor or his competent and authorized representative(s) shall be constantly present at the Work Site whole time for supervision. The Contractor shall authorize the Supervisor or his representative to receive directions and instructions from the Company's Representative or the Engineer's Representative.

The Contractor shall be responsible for the deployment, transportation, accommodation and catering of all labor local or expatriates required for the execution of the Works and for all costs/charges in connection thereof.

The Contractor shall be responsible for obtaining all necessary permits or visas from the concerned authorities for the entry of all labor and personnel to be deployed, into the country where the site is located.

The Contractor shall at his own expense be responsible for the repatriation to the country from which they were mobilized for all his and his sub-contractor's personnel deployed upon the Works at Site and shall be responsible for the suitable maintenance of all such personnel from the cessation of their deployment on the Works to their departure from the country where the Site is located.

57.3.5.2 The Contractor shall provide and deploy on the site for carrying out the Works only those technicians/assistants who are skilled and experienced in their respective trades and those foremen and leading respective trades and those foremen and leading hands who are competent to give proper supervision to the Work they are required to supervise. Further, only those skilled, semi-skilled and unskilled workmen who are necessary for the proper and timely execution of the Works shall be deployed at Site.

57.3.5.3 The Company's Representative may at any time object to and require the Contractor to remove forthwith from the Site a supervisor or any other authorized representative or employee of the Contractor's sub-contractor(s) or any person(s) deployed by Contractor or his Sub-contractor(s), if, in the opinion of the Company's Representative the person in question has mis-conducted himself or his deployment is otherwise considered undesirable by the Company's Representative, the Contractor shall forthwith remove and shall not again deploy the person in question of the Work Site without the written consent of the Company's Representative.



57.3.5.4 The Company's Representative may at any time request the Contractor to remove from the Work/Site Contractor's supervisor or any other authorized representative including any employee of the Contractor or his Sub-contractor(s) or any person(s) deployed by Contractor or his Sub-contractor(s) for professional incompetence or negligence or for being deployed for work for which he is not suited. The Contractor shall consider the Company's Representative's request and may accede to or dis-regard it. The Company's Representative, having made a request as aforesaid in the case of any person, which the Contractor has disregarded, may in the case of the same person at any time but on a different occasion, and for a different instance of one of the reasons referred to above in this Clause object to and require the Contractor to remove that person from deployment on the Works which the Contractor shall then forthwith do and shall not again deploy any person so objected to on the Works or on the sort of work in question (as the case may be) without the written consent of the Company's Representative.

57.3.5.5 The Company's Representative shall state to the Contractor in writing his reasons for any request or requirement pursuant to this clause.

57.3.5.6 The Contractor shall promptly replace every person removed, pursuant to this section, with a competent substitute.

### **57.3.6 Location/Positioning of Works**

The Contractor shall be responsible for the true and proper setting out of the Works in relation to points, levels of reference coordinates, orientation, alignment, marks and water depths given in the Tender Documents or given by the Company's Representative in writing and for correctness of the positions, levels, depths, dimensions, orientation and alignment of all parts of the works, and for the provision of all necessary instruments appliance and labour in connection therewith. If at any time during the progress of the Works, any error appears or arises in the position, orientation, alignment, levels, depths or dimensions of any part of the Works, the Contractor shall rectify the error at his own cost to the satisfaction of Company's Representative / Consultant's Representative. The checking of any setting out of any line, level, depths, coordinate, orientation or alignment or position of a marker by the Company's Representative or the Consultant's Representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof. Contractor shall carefully protect and preserve all benchmarks, sight rails, pegs and other things used in setting out the Works. In case any data/instruction supplied by Company or its Representative after pre-engineering survey leads to changes/ additions in scope of work, the same shall be dealt with as per the provisions of SCC Clause 76.7 hereof.

## **58.0 WORK EXECUTION**

### **58.1.1 General**

There may be more than one Company's Representative, Engineer, and Engineer's Representative at the same time. The Company shall appoint and notify the Contractor in writing of the name(s) of the Company's Representative. The Company from time to time may appoint some other person(s) as Company's Representative in place of the person(s) previously appointed.

### **58.1.2 Company's Representative**

The duties of the Company's Representative are to act on behalf of the Company for



overall coordination and Project Management at Site. The Company's Representative shall have the authority and powers to the extent so authorized and notified by the Company to the Contractor in writing from time to time. The Company's Representative shall liaise with the Contractor and monitor the progress for the timely completion of the Works. He will communicate Company's approval to the Contractor, issue drawings, specifications etc. and similar documents pertaining to the Works. He shall also monitor that the Works are carried out in accordance with the specifications, drawings and other terms and conditions of the Contract as inspected by Engineer/Engineer's representative. The Company's Representative shall have the right to inspect any part of the Works at all reasonable time and order necessary tests to be carried out under supervision of Engineer / Engineer's Representative and reject such works which are not in accordance with the Contract. He has the right to scrutinize the Contractor's records for the Work being done on Day-to-Day basis. In general, he shall have the authority to oversee the execution of the Works by the Contractor and to monitor compliance by the Contractor of provisions of the Contract. Approval by the Company's Representative of any or all documents shall in no way relieve the Contractor of the responsibilities of execution of the Work in accordance with the terms and conditions of the Contract. All notices, instructions, orders, certificates, approvals and all other communications shall be given by the Company's Representative, save as otherwise provided in the Contract. The Company's Representative shall carry out such duties in issuing decisions, certificates and orders as specified in the Contract. All notices, information and other communications to be given by the Contractor to the Company under this Contract shall be given to the Company's Representative except as otherwise provided.

#### **58.1.3 Engineer/Engineer's Representative**

The duties of the Engineer/Engineer's Representative are to supervise and monitor the Works and to test and examine any materials to be used or workmanship employed in connection with the Works. He shall have no authority to relieve the Contractor of any of his duties, obligations under the Contract, except as expressly provided in this Clause or elsewhere in the Contract. He shall not also have any authority to order any Work involving delay or any extra payment by the Company or to make any alteration of or in the Works.

The Company's Representative may from time to time in writing delegate to any or all of the Engineer/Engineer's Representative any or all of the powers and authority vested in the Company's Representative and shall notify the Contractor in writing of all said delegations of his powers and authorities. Any instruction or approval given by an Engineer/Engineer's Representative to the Contractor within the terms of any delegation so notified (but not otherwise) shall bind the Contractor and the Company as though it had been given by the Company's Representative subject to the following provision:

Failure of any Engineer/Engineer's Representative to disapprove any Work or materials shall not prejudice the power of the Company's Representative thereafter to reject that Work or materials and to order, subject to **Clause 66.6**, pulling down, removal or breaking up of them subsequently to ensure that whether or not such works or materials are in accordance with the requirement of the Contract.

#### **58.1.4 Contractor's Representative**

The Contractor's Representative shall have all the power requisite for the performance of Works. The Contractor's Representative shall liaise with the Company's



Representative/ Engineer, Engineer's Representative for the proper coordination and timely completion of the Works and on any other matters pertaining to the Works. Such Contractor's Representative shall be available to the Company's Representative in the vicinity of each site during the execution of Works.

#### **58.1.5 Consultant**

OIL's PMC shall be the Consultant for all technical matters under this work. This includes inter alia:

- a. Review of documents under **Clause 58.1.7**
- b. Review of following: Designs, Planning, Construction drawings and Specifications, Purchase requisition/specification, and engineering related to Fabrication, load out, installation, testing and hook-up, pre-commissioning and commissioning (wherever applicable as per bidding document) procedures, and Operating Manuals, etc. i.e. all issues related to the satisfactory completion of the Work as defined in the Bid package.
- c. Periodic reviews of Project Schedule established by the Contractor for the Company.
- d. Review of Change Orders prior to their approval by Company.

#### **58.1.6 Certification & Third-Party Inspection Agency**

COMPANY shall engage Certification Agency (CA) and Third-party inspection (TPI) / Certification agencies for inspection etc. for Engineering, Procurement, Fabrication, Construction, Erection, Testing, Hook-Up, Pre-commissioning, Commissioning during the execution of the project.

The reports of CA and TPI are to be submitted by the Contractor along with the supply/dispatch documents wherever applicable or periodically as required by Company.

##### **58.1.6.1 Project Quality Assurance Audit**

In addition to Inspection & Monitoring by Company appointed TPI & Certification Agencies, Company, at its discretion, shall also carry out Project Quality Assurance Audits during the execution of the project covering various project activities. Contractor shall make available all documents, drawings, procedures etc. as required by the Company's Quality Audit team and also facilitate the Quality Audits. Contractor shall take actions to comply and close out all the CARs (Correction / Corrective Action Requests) issued by the Audit team during the audits in a timely manner and submit compliance of the CARs to the Company.

#### **58.1.7 ENGINEERING**

##### **58.1.7.1 GENERAL**

The design criteria, specifications and other engineering requirements and information supplied by Company are included in Vol II, Part A, B, C, D Scope of work. Design basis, Technical Specifications & Drawings of the Bid package. The Contractor shall carry out complete engineering and detailing of these items. The Contractor will be responsible for developing such information as required to perform the survey, engineering, purchasing, fabrication, Anti Corrosion and Weight Coating, Loadout, Tie-down / Sea-



fastening, Tow-out / Sail out, transportation, installation, hooking up, testing, modifications, pre-commissioning, start up and commissioning of the facilities. It is the Company's intention to have the best equipment new and in first class condition, available for its facilities. The specifications contained within this bid package are to provide the Contractor with performance criteria for all major facility components and equipment. The Contractor may select unspecified equipment but will solicit Company approval in order to ensure compatibility with present equipment and trouble free operation.

#### **58.1.7.2 REVIEW AND APPROVALS OF DESIGN AND ENGINEERING**

Contractor shall submit to Company review and approval of all layout drawings, detailed construction and approval drawings, design specifications, detailed calculations and purchase specifications etc. for the Work and other information required by Company prior to issuing for Construction.

All drawings shall be made to a reasonable scale and in detail. If it is found that Contractor has not complied with Company's drawings or specifications submitted, then the necessary changes required shall be made by Contractor at no additional cost and time to Company. In no way does this relieve the Contractor of his responsibility to comply with all Contract specifications for this project unless Contractor receives from Company on a written request for the specific deviation or written authority to deviate from the specifications pertaining to the item in question. Contractor shall maintain a design and drafting schedule that will allow sufficient time for Company to review all drawings and any necessary changes to be made. Preliminary drawings shall not be used for construction purpose.

Company or its representative will review all facets of Contractor's design including design calculations in order to ascertain compliance with design criteria, specifications and conceptual design.

The Company or its representative will review for approval including, but not limited to, the following items.

- i) Structural designs, plans, elevations, material selection etc.
- ii) Piping & Instrumentation flow diagrams including control, safety shutdown, alarms systems, and utility flow diagrams.
- iii) Piping GADs, Piping Isometrics, Equipment & piping support drawings, Instrument drawings and material take offs.
- iv) Protective systems including fire protection and navigational equipment.
- v) Platform and Equipment layout drawings, piping layouts, plan and structural drawings.
- vi) Electrical wiring diagram, inter connection drawings, lighting cables and earthing layouts.
- vii) Fire and gas detection, alarm and protection system layouts.
- viii) Design data sheets and/or drawings for equipment.
- ix) Instrument interconnection drawings including tubing/cabling layouts.



- x) Installation procedures for all structures, etc. including all analysis, design and detailing connected with fabrication, transportation and installation.
- xi) All purchase specifications including engineering connected with vendor item.
- xii) All modules of 3D intelligent modeling (online review) beginning with project setup to As-built.
- xiii) All engineering connected with Anti-corrosion and weight coating (Pre-install riser).
- xiv) Cathodic protection and painting.

Company or its Representative's review for approval of Contractor's design in no way relieves the Contractor of the responsibility to satisfy the design criteria and specifications set out herein and install a safe and operable facility.

### **58.1.8 REVIEW PROCEDURE**

The following procedures will be utilized in Company's review:

a) OIL has appended standard DCI/ MCI indicating the time required for OIL to review these drawings/ documents at **Appendix C-8**. Contractor shall generate project specific DCI (Document Control Index)/ MCI (Material Control Index) with their submission schedule based on the 'standard DCI/ MCI' provided at **Appendix C-8**. Contractor will forward copies of all preliminary drawings and specifications in accordance with the correspondence schedule and procedure. Distribution of all documents etc. is the responsibility of the Contractor.

b) In the event that Contractor does not receive Company's comments on items within the number of days mentioned in the DCI and MCI [(excluding intervening Saturday(s) and Sunday(s)] from the date of receipt by the Company / Company's Consultant then it may be assumed that there are no comments and the items may be issued for construction.

c) Where marked-up drawings or comments on drawings and specifications are returned, Contractor shall make the corrections and obtain Company's approval before issuing the same for construction, transmitting copies in accordance with the correspondence procedure.

d) Should any item shown on plans issued for construction be changed due to any reason whatsoever after the plans have been approved, new or corrected plans shall be made and new prints furnished for review and approval of Company. The above will also apply to site changes during fabrication and installation.

e) PS Review & Approval Procedure:

The PS shall be approved in two stages as under:

#### **1st Stage - Prelim PS:**

Contractor shall submit the list of documents mentioned below as minimum for specification conformance check before the placement of Purchase Order by Contractor



termed as “Prelim PS” consist of:

- Vendor Data sheet with relevant Vendor Information to be filled in and duly stamped and certified by Vendor along with proposed ITP.
- Performance curve for Rotary Equipment
- Compliance/Deviation Sheet with respect to Data Sheets and specifications in the TBP.
- Equipment General Arrangement Drawing.

### **2nd Stage- Final PS:**

Contractor shall submit all the documents generated by vendor i.e. vendor data/drawing, ITP etc. and other documents (mutually discussed and agreed) duly reviewed and approved by Detailed Engineering consultant for its endorsement termed as “Final PS” as detailed below along with copy of RFQ:

- Approved Data sheet with relevant Vendor Information to be filled in and duly stamped and certified by Vendor
- Approved copy of prelim purchase specification
- Approved Quality Assurance Plan and Manufacturer’s Quality Assurance Procedure duly stamped by Vendor and TPI.
- Technical Specifications and Performance Parameters / Design Basis / Design Calculations.
- Relevant approved process documents, PFD, P&ID.
- List of commissioning spares construction/consumables spares and special tools and tackles.
- Vendor’s offer (one copy in original duly signed by vendor including technical literatures / catalogues etc.

## **58.1.9 DRAWING AND SPECIFICATION RECORDS**

### **58.1.9.1 Drawing Schedule**

Contractor shall furnish to the Company as soon as possible (First issue not later than 30 days from Notification of award of Contract), a complete list of all drawings which will be used. This schedule of drawings shall show the drawing number, title, revision number, and issue number together with the date issued. A revised Catch-up plan shall be furnished periodically at least on a monthly basis, (in case of delays) until the work is completed. The Contractor shall supply reduced size prints of AFC drawings as and when required by the Company / Company's Representative at no extra cost to the Company.

### **58.1.9.2 Specification and Data Sheets**

An up-to-date list of all specifications and data sheets shall be furnished by the



Contractor as soon as practicable after the work is started. The sheets shall show number, title, revision number and date so that a current summary of latest specifications will be available for reference. This list shall be revised and new distribution made in the same manner as the drawing schedule.

### **58.1.9.3 As Built Plans**

Contractor shall design an intelligent 3D model of complete platforms in Intergraph's SP3D software (latest version) / PDMS software (latest version). The intent of generation of an intelligent 3D Model in SP3D / PDMS is to consolidate complete project "As-built" documentation in the soft copy with single source of data repository. The model shall have instant access to all Information (e.g. technical specifications, data sheets, design write-ups, installation manuals, Operation manuals, fabrication drawings, vendor details, maintenance history, safety Instruments etc.) to all items of the model. This information shall be made available with the click of a button and by selecting in the 3D model. Updating and maintenance of the Information stored in the 3D model shall be simple and automatic. Complete project data, which includes reference data base, project directory, RIS dump files or equivalent files of project database, Design data base and reference database, customization done for equipment, cranes etc., and extraction of reports, orthographic, isometric etc. shall be made available along with the project.

Contractor shall deliver 3D model in Intergraph's SP3D software (latest version) / Aveva's PDMS software (latest version), with all database, or any other software with license validity of 5 years for the chosen software and all the modules required to make 3D model including data retrieval software shall be supplied, 5 years shall be counted from the date of installation in supplied server at OIL premise at Kakinada. The contractor shall supply the latest available specification/configuration server (mountable in standard 19" rack), keeping below specifications as a reference and also install, configure the 3 D software in it.

A standard 19" rack mountable server of latest specification/ configuration shall be supplied. Minimum specifications are given below for reference:

DELL PowerEdge R430 Server or equivalent:

- Petroedge R430 / R530 Motherboard
- Intel Xeon E5-2630 v3 2.4Gz processor
- 2.5" Chassis with upto 8 Hot plug HardDrives
- Bezel up to 8 Drive Chassis
- iDRAC Port Card
- 8 GB RDIMM
- 1.2 TB 10KRPM SAS 2.5 in Hot-plug Hard Drive
- DVD+/-RW SATA Internal
- Windows server 2012R2 SE



- RAID 5 for H330/H730/H730P (3-8 HDDs or SSDs)
- 29" IPS Curved Display
- One USB Mouse
- One USB Keyboard

The server shall be upgradable with the following:

- 1.2 TB Hard disk X 4 Nos. to increase the storage space.
- 8 GB Memory X 6 Nos. slots to increase the memory.

If at any stage, bidder wishes to submit 2D drawings, the same shall be submitted using latest version of AutoCAD/ Micro-station format.

#### **58.1.9.4 Data storage formats**

Contractor shall furnish as-built record on hard copy and soft copy on Portable Hard disc of adequate capacity which shall contain explicit details on following points over & above to the bid package requirement.

- a. Certified 'As built' drawings
- b. Name of the
  - Contractor (s)
  - Project Coordinator
  - Consultant
  - Certification Agency
- c. Details such as
  - Water depth
  - Coordinates
  - Fabrication/Installation/Commissioning period
- d. Critical areas like low fatigue/highly stressed members/joints and stress patten. Critical points as included in "Fatigue Analysis" Design Criteria.

Software for documentation:

Contractor shall use latest version of MS Office XP for text documents and daily correspondences, reports etc.

#### **58.1.9.5 Start-up and Operating Manuals**

Contractor shall prepare start-up and operating manuals for the facilities including but not limited to the items shown in the list below:

- a) Introduction Described objective of facilities.
- b) Production Process and Auxiliary Systems including Fire Fighting describe the equipment and systems details, operating conditions and interrelation of the operating variable.



c) Preparation for Start-up Describe how equipment is initially prepared for operation.

d) Start-up Describe in detail how equipment and system are brought to proper operating conditions, commissioning and subsequent start-ups.

e) Shutdown Describe in detail how the equipment and system are shut down and prepared for maintenance under normal and emergency conditions.

Safety: Safe practices should be included in all procedures in each section of the manual. This Section itemizes and emphasizes these safe practices.

f) Appendix Necessary drawings and equipment schedules. (This section to also include reduced copy of flow schemes and P&IDs).

The objective of the Manual is to assemble under one bound cover all of the instructions, data and drawings necessary for the operation personnel to start, operate, control and shut down the systems under normal and emergency conditions in a safe manner. It is desired that the instructions be written with clarity and simplicity. Contractor will submit for Company's review and approval a draft of the Operating Manual at least 150 days prior to completion of facilities for Operation. Company shall return comments to Contractor within 60 days after receipt of draft. The final copies shall be furnished to the Company at least 30 days prior to pre-commissioning/ commissioning of the work. Distribution of copies of draft and final records shall be in accordance with instructions in Correspondence Procedure.

### **58.1.10 PURCHASING**

#### **58.1.10.1 GENERAL**

Contractor is expected to co-operate with the Company in the purchase of material and equipment, subject to the provisions of clauses 59.1.2 and 59.1.3. Company reserves the right to review and evaluate contractor's selection. In case, contractor's selection is found not acceptable to the Company as per the provisions of the Contract, Company shall advise contractor to make a suitable substitution, which the contractor shall abide by.

#### **58.1.10.2 PURCHASING PROCEDURE**

Handling of requisitions and purchase orders shall be accomplished in the following manner.

a) Contractor shall prepare material and equipment requisition lists indicating the names of all vendors (from suggested vendor list) proposed to be issued with an RFQ and showing the description, quantities or number required, designation of use, size, catalogue or identification number, mill report, etc. along with Vendor's published literature or any other information which will provide a clear and thorough understanding of the items to be purchased for the facilities, construction, installation and operation requirements as defined in this Bid package. When purchase requisition refers to a specification for detail, Contractor shall make certain that this specification (purchase specification) has been approved by the Company. Company has an unconditional option/right to approve / reject individual vendors for equipment / items which are in the firm scope of bidder's Work. The Contractor shall call the preferred vendor and arrange discussions with the Company in a satisfactory manner to the Company's Representative before final approval.



b) Contractor shall furnish copies of unpriced purchase orders for all material and equipment supplied including data on country of origin of the goods in accordance with the correspondence procedure. In addition, copies of unpriced purchase orders shall be included in the Manufacturer's data book for all items included in these data books.

#### **58.1.10.3 EXPEDITING, INSPECTION AND TESTING**

Contractor shall be responsible for all expediting and inspection. Copies of Contractor's expediting and inspection reports shall be forwarded periodically to Company for information. Contractor shall ensure the Company's right of inspection in suppliers' shops or mills during the manufacturing or fabrication of the project components. Contractor shall inform Company promptly of any problems encountered in regard to quality or delivery, and of steps taken by Contractor to overcome such problems. Any air-freighting undertaken by the Contractor to meet the project completion date shall be to Contractor's account. Contractor shall furnish schedule of dates for factory tests of vessels, pumps, and other major equipment in accordance with instructions as per Part-IV of these specifications.

#### **58.1.10.4 MATERIAL AND EQUIPMENT DELIVERY**

Contractor shall be responsible for material and equipment delivery, receipt and handling as well as the necessary inspection as to its condition when received from suppliers. Damage claims and replacement or repairs shall also be handled by the Contractor.

#### **58.1.10.5 PURCHASING STATUS REPORT**

By the tenth of each month, along with monthly report Contractor shall furnish Company with a status of expediting report covering purchasing progress as of the last day of the preceding month. This report shall indicate purchase order numbers, description of item, supplier, date of order, original promised delivery date, latest revised delivery date, the name of the carrier or shipper, name of the vessel and any other information pertaining to the purchasing status.

### **59.0 Assignment/Sub-contracting and Procurement**

#### **59.1.1 Assignment**

The Contractor shall not, except with the explicit prior approval in writing of the Company, transfer, sub-contract or assign his obligations or any benefit or interests in the Contract or any part thereof in any manner whatsoever. Any such assignment shall not absolve the Contractor from his obligations and responsibilities under this Contract.

#### **59.1.2 Conditions of Sub-contracting**

The following conditions shall apply as regards sub-contracting of any portion of the Work pertaining to design, engineering, procurement, fabrication, transportation, installation, topside modifications, pre-commissioning, start up and commissioning of Works entrusted to the Contractor:

(i) The Contractor may sub-contract any portion of Work entrusted to him only with prior written consent of the Company, which shall not be unreasonably withheld. The extent to which the Contractor may sub-contract part of the Works shall be as stated in his bid and as accepted/approved by the Company prior to the opening of the price bid. All sub-contracting arrangements shall be finalized and sub-Contractors



to be deployed shall be firmed up by the Contractor within three months from the date of placement of Notification of award by the Company. A signed copy of the detailed Agreement with prices blanked out or some similar document (indicating the scope of work of Sub-contractor) entered into between Contractor and Sub-contractor(s) to perform the work sub-contracted, shall be submitted to the Company within three months from the date of signing of the Contract between Company and Contractor.

The contractor will mobilize the Marine spread only out of the one offered in his tender and accepted by the company. In case of unavoidable / exceptional circumstances the contractor may offer Marine spread of adequate capacity and capabilities to execute / handle the required Project task. The proposed Marine spread should have performed similar task before. The desired changes shall be put up by the contractor well in time for company's approval.

In case, the contractor offers new barges / barges without track record, the same shall be evaluated for acceptance and usage as per evaluation criteria specified at **Appendix A-12** of the Bid Document.

(ii) Any change in the sub-contractor(s) after the arrangement is firmed up as mentioned in 59.1.2 (i) above, will be made by Contractor only with the prior written approval of the Company which approval shall not be unreasonably withheld and only from amongst those sub-contractor(s) as proposed by the Contractor in his tender and as are found technically acceptable. However, under unavoidable /exceptional circumstances the contractor may offer substitute subcontracting arrangement having requisite experience and capabilities to execute the work. The desired changes shall be put up by the contractor well in time.

Company's decision shall be notified to the Contractor within fourteen (14) working days of receipt of request for such change along with all necessary documents in support of the requested change provided, however, that request for change is received at least one (1) month prior to the schedule start of the relevant activity.

(iii) Sub-contracting as mentioned herein shall not relieve the Contractor of his obligations and responsibilities under this Contract. Also, in no case sub-contractors shall pass on any claim/ liability to Company.

(iv) Provided however that the sub-contractors listed in Contractor's tender, unless rejected by Company prior to opening of price bids or revised / adjusted price bid, if any, shall for all purposes of the Contract be deemed approved by Company, Contractor shall then be free to sub-contract with any of the already approved sub-contractors subject to Para (ii).

(v) In addition to performing Project Management himself, the contractor has agreed to perform the following main activity:

- a).....
- b).....

(vi) In case, the contractor's offer of new yard(s) [Other than the pre-qualified yards mentioned in the bid document] same shall be evaluated for acceptance and usage as per evaluation criteria specified at **Appendix A-13** of the Bid Document.



### 59.1.3 Conditions for Procurement/Selection of Makes and Vendors

a) Based on Company's requirement for quality equipment to be installed and working on various offshore installations of Company, a suggested vendor list for equipment & material is included in **Appendix A-11** of bidding document. Contractor to select equipment / material from the vendors indicated in the list. In case of exceptional / unavoidable circumstances the contractor may offer other make of equipment / substituted material having specifications equivalent / superior to those specified in the contract through submission of pre-qualification document thereof. Vendors proposed by the contractor and not included in the suggested vendor list will be evaluated and approved by the company according to their product specifications, length of experience in manufacturing a particular product, and availability of service organization along with operational performance experience gained by Company on the earlier procured equipment of the same vendor / manufacturer or other operator's experience.

However, in case, Company revises the suggested vendor list after the issue of NOA and brings it to the notice of Contractor, then

- (i) Contractor shall be free to procure the item/equipment from any vendor appearing in the revised vendor list.
- (ii) In case any vendor who appeared in the suggested vendor list in the bid document is put on hold or deleted in the revised vendor list by the Company and provided that the Contractor has not yet placed any order on such vendors prior to the receipt of the revised vendor list, then no further procurement order shall be placed on such vendors who are put on hold / deleted for items for which the vendor is put on hold.

b) In case of plants/equipment/materials and other allied requirements to be procured for the Works covered under the Contract, the Contractor shall, subject to the limitation with regard to selection of Vendor(s), make(s) of plant/equipment/material as contained in a) & b) above, procure the required plant equipment/material from amongst the make(s) and Vendor(s) of the respective plant/equipment/ material which have been found to be acceptable and approved by the Company. The Contractor shall not procure plant / equipment / material of make(s) and from Vendor(s) other than those agreed and approved by the Company. Company's approval / comments for list of proposed vendors for critical equipment(s) will be given within 10 working days after submission of such list by Contractor during detailed engineering.

c) For all plants/equipment/materials, for purpose of selection of the make(s) and vendor(s), the Contractor shall submit during detailed engineering the intended make(s) and vendor(s) from suggested vendor list provided in the document. Acceptance of Vendors or comments shall be issued by Company within 14 working days of receipt by Company of the documentation from the selected vendor. The Company shall have right to hold detailed technical discussion with the Vendor (s) and visit vendor's premises. The Company shall examine the details submitted by the Contractor and ascertain the suitability of the proposed make(s) and/or Vendor(s) capabilities to execute the Work. The Company shall have authority to disapprove or reject the proposed make(s) and/or Vendor(s), which do not meet the requirement of the Contract. The decision of the Company in this regard shall be final and binding on the Contractor. The Purchase Order will be issued by the Contractor only after written approval of the Company's Representative, from amongst make(s) and vendor(s), which have been approved by the Company which approval shall not be unreasonably withheld.



d) Procurement of plants/equipment/materials from vendor(s) as approved by Company from the suggested vendor list shall not relieve the Contractor of his obligations and responsibilities under this Contract.

#### **59.1.4 Approval**

**59.1.4.1** The approval for finalizing sub-contracting arrangement and procurement of plant/ equipment / materials shall be given by the Company only if the Contractor ensures the compliance to clauses **59.1.2 & 59.1.3** above and following:

- (i) The Contract Price as contained in the Contract shall remain firm and unchanged except as otherwise provided in the Contract.
- (ii) The Contractor shall not be entitled for any time and cost compensation on account of observance of requirements given in Sub-Clauses 59.1.1 through 59.1.3 above. Cost benefits however accruing to the Contractor shall be passed on to the Company.

**59.1.5** A firm which has been engaged by OIL to provide goods or works for this project and any of its affiliates are disqualified from providing consulting service for the same project. Conversely a firm hired to provide consulting services for the preparation or implementation of this project and any of its affiliates, are disqualified from subsequently providing goods or works or services related to the initial assignment for the same project.

Consultants or any of their affiliates will not be hired for any assignment, which by its nature, may be in conflict with another assignment of the consultants.

#### **60.0 Miscellaneous**

**60.1.1** The Company's Representative on behalf of the Company shall have full power and authority to supply to the Contractor or to instruct the Contractor to prepare further specifications, drawings or job instruction necessary for the proper and adequate execution of the Works in accordance with the Contract and the cost of such Work shall be deemed to be already included in the Contract Price. The Contractor shall carry out these instructions and be bound by them.

**60.1.2** Unless otherwise specified, the Contractor shall pay all tonnage and other royalties, rent and other payments or compensation (if any) for getting stone, sand, gravel, clay or other materials required for the Works or Temporary Works.

**60.1.3** All operation necessary for the execution of the Works and for the construction of any Temporary Works shall, so far as compliance with the requirements of the Contract permits, be carried out so as not to interfere unnecessarily or improperly with public convenience or the access to, use and occupation of navigable and other water, waterways, channels, road steads, harbors or harbor area, fisheries, natural harbors and anchorage and other places of shelter by sea or lands, public or private roads and footpaths or properties, whether in the possession of the Company or of any other person and the Contractor shall indemnify the Company against all claims, demands, proceedings, damages costs, charges and expenses whatever arising in relation to any said matters in so far as the Contractor is responsible therefore.

**60.1.4** The Contractor shall use every reasonable means to prevent any of the



highways, waterways or bridges, locks, docks, sea walls, harbor works or navigation marks, communicating with or on the routes to the Site from being damaged or obstructed by any traffic of the Contractor or any of its sub-contractors. The Contractor shall select routes, choose and use vehicles and vessels and restrict and distribute loads and cargo such that any extra ordinary traffic and material from and to the site will be limited as much as is reasonably possible and so that no unnecessary damage or injury may be occasioned to highways and the other facilities and areas aforesaid.

**60.1.5** The Contractor shall in accordance with the requirements of the Company's Representative, afford all reasonable opportunities and access to the Works/Site to the Company or to any other contractors employed by the Company and their workmen and to the workmen of the Company and of any other duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the Contract or of any Contract which the company may enter into in connection with or ancillary to the Works for carrying out their work. When instructed by the Company or its representative, the Contractor shall also liaise and coordinate with Company's other contractors for proper execution of the Works.

Subject to Section 74.0 of the Contract, in complying with the requirements of this section at written instruction of Company/Company's Representative, should Contractor be delayed in the construction schedule, or should Contractor incur additional costs, Company will compensate the Contractor only for the standby charges of the spread so affected and any additional infield movement so necessitated (as certified by the Company's Representative) at the rate as set out in the Contract and Contractor will receive an appropriate extension of time if it affects critical path of the Construction schedule and provided the Contractor had notified immediately to the Company about occurrence of such hindrance to their Works provided further and to the extent the delay or any part of it is attributable to the Company , its agents and other Contractors or any other duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the Contract or of any Contract which the Company may enter into in connection with or ancillary to the Works. Should any aforesaid compensation become payable, such cost shall be backed up by detailed documentation, to the satisfaction of Company.

**60.1.6** Unless otherwise specified, the Contractor shall at his own expense supply and provide all the Constructional Plant and Equipment, Temporary Works, materials, both for temporary and for permanent Works, labour (including the supervision of it) transport to and from the Site and in and about the Works, and other things of every kind required for design and engineering, procurement, fabrication, construction, load-out, tie-down, transportation, installation, hook-up, testing, pre-commissioning, start-up & commissioning and making good of the works, including during the period of Guarantee for Works required to be performed by Contractor at his own cost in accordance with the provisions of the Contract.

**60.1.7 Deployment of Additional Spread**

If the marine spread proposed by the Contractor under this Contract are found to be inadequate to complete the Works including the optional items covered under this Contract, then the Contractor shall deploy additional spreads as required to complete the Works under this Contract within the Contract Price and without any time effect to the Company.



**60.1.8** The contractor shall keep informed the Company, of delays or likely delays for entry into/exit from ports, of supply boats and/or cargo ships carrying on board materials/equipment for the work. Any delay to Work pursuant to delays in entry to/exit from ports as aforesaid shall be to Contractor's account. The Company will also not accept any liability on account of aforesaid delays and the cost incurred by the Contractor, if any, in this regard shall be to Contractor's account. Company shall ensure that security checks by Company's security personnel shall be carried out on board supply boats/vessels and the jetties as proposed by Contractor and as and when Contractor is required to operate their supply boats/vessels, with prior written notice from Contractor of not less than 24 hours. The Company's security personnel shall also carry out security check of the supply boats/vessels at anchorage area in case any material is to be dispatched to offshore site urgently or the supply boat/vessel is not in position to find berth on any of the agreed docks/jetties. It shall be Contractor's responsibility to provide to and from transport between docks/ jetties and anchorage area for the purpose, without extra cost to Company.

**60.1.9** On the Completion of the Works, the Contractor shall clear away and remove from the Site all Temporary Works, Construction Plant and Equipment, surplus materials, which he had provided, including any wreckage, debris and rubbish of every kind caused by Contractor or his Sub-contractor and leave the whole of the Site and Works clean and in a workman like and safe condition. If the Contractor fails to remove all such materials, debris and rubbish, the Company shall have the right to get them removed and any cost incurred by the Company in doing so shall be recovered from the Contractor.

**60.1.10** The Contractor shall not dump any material in the sea especially in the vicinity of the existing facilities of the Company or the facilities which are being installed under the Contract.

**60.1.11** It shall be the responsibility of the Contractor to fully comply with the following Security Provisions:

(i) Entry/Access to any Indian offshore field / facility is governed by rules & regulations formulated from time to time by the Government of India and / or its concerned departments / agencies, which are binding on the Company and its contractors etc. All such rules and regulations (including amendments if any) are to be complied without any time and cost impact to the Company. The present requirements in this regard are as follows:

For all the personnel (Indian/Foreigners) and vessel (Indian registered as well as foreign registered) of contractor and/or their subcontractors, the Procedure for security clearance as listed below will have to be strictly followed/complied with before entering the Work Site. Any subsequent changes/modifications as may be issued from time to time in this regard shall also have to be duly complied without any time and cost impact to the Company.

Company's security section has right to deny permission to any person/vessel to go to the Site in case either the required procedures are not complied with or any person/vessel comes without stipulated advance notice, and in that case the Company will not be liable for any cost and time impact.

Duty Passes for all the personnel are to be obtained well in advance from the Security Section of the Company after providing the prescribed Declaration Forms along with 2



stamp size photographs in respect of each person.

- A. Indian Nationals (excluding vessel crew): Before mobilizing /deputing Contractor's persons (Indian nationals) at Site and/or its subcontractor / vendor representative, etc. Contractor will submit minimum 2 weeks in advance a complete list of the persons along with necessary police verification to enable Company's security section to issue necessary non-employee duty (NED) passes without which no person of Contractor/subcontractor or vendor is allowed to proceed to Site.
- B. For Foreign Nationals: At least 4 weeks in advance the Contractor will submit for obtaining necessary clearances from Ministry of Home Affairs (MHA) etc. a list of all foreign nationals required to be mobilized to site. The following information shall be provided:
- i. Full Name
  - ii. Passport No. date and place of issue
  - iii. Nationality
  - iv. Date of Birth
  - v. Parentage
  - vi. Present Address
  - vii. Permanent Address
  - viii. Validity of the passport
  - ix. Details of the visa
  - x. Date visited India last
  - xi. Purpose
  - xii. Duration of the last visit and
  - xiii. Occupation.

The Contractor is to ensure that only such expatriates who are having valid passports and valid business visas are deployed for work under the Contract. Expatriates having Tourists visas are not permitted to work in any of Company's projects. Contractor's personnel (crew/workers) proceeding to offshore should not be in possession of any personal camera/photography materials, Arms/ ammunition, liquor, prohibited drugs etc.

The Contractor is to ensure that all personnel display the non-employee duty passes issued by the Security Section of the Company on work.

All non-employees duty passes issued for the Construction activities should be surrendered to security section of the Company promptly after construction activities are over in a particular working season.

The Contractor is to ensure that all the personnel engaged by them abide by the Security & Discipline Rules prescribed from time to time by the Security Section of the Company.

The Contractor and his sub-contractors/agents are to comply with any directive as may be prescribed/given by the Company from time to time in respect of Security matters.

(ii) For all vessels (Indian / Foreign flag) before they are allowed to enter Site, minimum 4 months in advance the Contractor must submit the details of the vessels



along with the crew list (Indian/Foreign) and necessary valid certificates including registration / clarification of document to Company for obtaining MOD (Ministry of Defense) clearance, etc. Upon receipt of MOD clearances, the vessels shall be inspected by Indian Navy or any other authorized agency (as authorized from time to time to inspect the vessel) before they can be allowed to proceed to Site. The location of inspection and other procedures can be discussed with Company's Security Section before inspection.

Contractor is advised to give preference to Indian flag vessels for undertaking various operations off the Indian coast. The foreign vessels may be employed only when suitable Indian vessels are not available.

Liquor/Arms and ammunition on board any vessel/barge is strictly prohibited offshore.

Before any vessels leave site, the Company's Representative will have to be informed and the security procedure will have to be repeated once the vessel visits any area other than the identified site(s).

On daily basis, movement of the vessel in field/out of the field shall be reported to the Company representative (presently having his office at Kakinda) and Company's Representative etc.

(iii) **Naval Security Clearance:** Physical inspection of the barges / vessels by Indian Naval authorities for naval clearance by Command Intelligence Officer, Eastern Naval Command, shall be carried out at offshore Site for those barges / vessels which are going directly to offshore Site. However, the Contractor shall provide information of the barges / vessels (such as number of sailings) going directly to the offshore Site at least 4 (four) weeks prior to the start of the Construction Season.

**Procedure for Naval Security Clearance of Vessels / Barges proposed to be deployed at offshore:**

1. Any vessel / barge, before being deployed at offshore, shall be offered by the Contractor for clearance by the Indian Navy and foreign flag vessel shall have clearance from Ministry of Surface Transport (MOST)
2. The Contractor shall apply to the Project Coordinator for Naval Security Clearance giving details such as technical specifications of the vessel along with various documents/certificates of the vessel, vessel photographs and its crew.

The documents shall also include a certificate of Specified Period License / General Trading License issued by DG Shipping.

3. The Project Coordinator shall send all the details giving reference of the Contract to the office of the Chief of Security Section (Director (S&V) / General Manager (S&V)) giving the tentative date / dates of arrival of the vessel / barge concerned.
4. The Company shall forward all the relevant vessel documents received from the Contractor with a recommendatory letter to Ministry of Petroleum and Natural Gas (MOPNG) for onward endorsement to Ministry of Defense (MOD) for clearance of the vessel / spread. However, the responsibility of obtaining MOD Clearance will be that of the Contractor.



5. The Contractor shall also submit one additional copy of all the relevant documents to Naval Headquarters at the following mailing address:

The Chief of Naval staff (for Director of Intelligence)  
Naval Head Quarter  
C/O Defence Head quarter post office,  
New Delhi- 110011.

6. The Security Section would take up the matter with the Indian Navy for Naval Security Clearance receipt of Defense Clearance from Ministry of Defense (MOD).
7. The Contractor shall inform the Company of the arrival date of the spread /vessel at least a week in advance of its actual arrival. The Company will then arrange through its security section for fixing up the date and place for clearance of such vessel and transportation of the Inspection Team and any other naval requirement at the time of clearance. The inspection would be carried out at a point outside the field as per the convenience of the Contractor.
8. After inspection, Naval Security Clearance number will be given on the spot, which should be retained by the vessel / barge concerned throughout its stay at offshore. Subsequently, clearance certificate will be issued by the Naval authorities, which should be sent to the concerned Project Coordinator.
9. Any vessel leaving the Indian waters would lose its Naval Clearance and would be re-inspected for fresh clearance on its re-arrival.
10. Clearance for expatriates should be applied at least four (4) weeks in advance as set out in the procedure for clearance of foreigners as mentioned above.
11. Contractors should comply to latest terms and conditions of circulars issued by of D.G. Shipping, as applicable.

(iv) The schedule(s) prescribed in the foregoing paras for advance submission of details regarding vessel/personnel clearance is indicative only as the clearances are to be accorded by the concerned departments of the Govt. of India. Hence Company will not be liable for any time & cost impact due to any delays on this account or due to change of procedures etc. in this regard.

**60.1.12** The Contractor shall ensure that none of his personnel / employees / representatives including personnel/employees/representatives of his sub-contractors / vendors carry out any type of cameras nor do any photography in or around any of Company's installations / Facilities and also ensure that they shall hand over all films (exposed or unexposed) negatives and photographs to the Company's Representative before leaving for the Off- shore Platform / vessel and shall not retain any film (exposed or unexposed) negative or photographs after departure from Offshore. All employees/representatives of Contractor including employees / representatives of his vendors / sub-contractors shall sign a declaration as prescribed by the Company every time before their departure for/from Offshore. Photography on or around of location of work, as decided and approved by the Company can be undertaken. However, any photography other than that required for the scope of work is completely prohibited. Any violation in this respect shall be treated as breach of security instructions of the Company and Contractor or his employees / representatives of his Vendors/subcontractors are liable for penal action under laws



of the Country, besides any other action which the Company may decide to take against the Contractor such as sending the employees/representative(s) including employees / representatives of his vendor(s)/subcontractor(s) back and debarring them from entering into Company's installations / worksite for a period of two years at the sole discretion of the Company.

**60.1.13** The Contractor shall be required to submit all details/ drawings related to anchor patterns of his vessel/ barges at least 3 weeks prior to schedule start of offshore works and shall obtain prior approval of Company's Representative identified for this purpose before dropping/lifting the anchors in the vicinity of Company's existing facilities.

## **61.0 Surveys**

### **61.1.1 Pre-Engineering Survey & Pre-Construction/Pre-Installation Surveys**

#### **i) Pre-Engineering Survey**

The Contractor shall at his own cost independently carry out pre-engineering survey of offshore site with his survey equipment like side scan sonar, multi beam echo sounder, sub-bottom profiler & magnetometer to verify the locations / water depth, obstructions (if any) of the proposed facilities mentioned in the scope of work. If the location is in the vicinity of existing structures like platforms where the access to the survey area is constrained to carry out the survey, the contractor has to carry out ROV survey for the platform location to identify debris and other structures. Such verification shall include but not be limited to verification of site conditions i.e. water depth, seabed topography at the proposed location of Well Platforms installation site. Pre-Engineering survey shall be carried out well before detailed design / engineering. Details provided in the Tender Documents are only indicative and in the event of some deviations observed by the Contractor the same shall be discussed with the Company's Representative and mutually agreed. The Contractor shall be fully responsible to complete the Work as per actual parameters found during this survey without any time and cost effect to the Company.

Notwithstanding the provisions of Clause 57.3.1.2 should any obstruction or physical condition be discovered during such pre-engineering survey making impossible or adversely affecting the performance of the Work, the Contractor shall immediately notify the Company. The Company shall have authority to decide the realignment of Jacket position for which there shall be no time and cost impact to the Company. Alternatively, should Company require the Contractor to remove obstructions or debris, Company shall pay the Contractor at appropriate schedule of rates and grant reasonable extension of time if such removal affects the critical path.

#### **ii) Pre-Construction / Pre-Installation Survey**

The Contractor shall, at his own cost, independently carry out pre-construction / pre-installation survey of the Sites with his survey equipment before start of offshore construction / installation. It shall be the sole responsibility of the Contractor to suitably mark all the existing submarine pipelines, wellheads etc. to enable him to proceed with the Work. The Contractor shall use Side Scan Sonar, Multi Beam Survey and Sub-bottom Profiler or any other equipment approved by the Company's Representative to locate and mark all submarine pipelines, well heads etc. before dropping anchors etc. and will also constantly check and monitor the position of such



anchors due to possible drift or anchor dragging. The Contractor shall be fully responsible for any damage caused by the Contractor or his sub-Contractors to the existing facilities in accordance with the provisions of the Contract. However, the Contractor shall not be responsible for the condition of the existing facilities as it existed at the time of starting of pre-engineering survey.

**iii)** All time and cost effect due to obstructions and physical conditions including debris, if any, making impossible or adversely affecting the performance of Works which were not reported during or immediately after pre-engineering survey and are encountered and reported during pre-construction/pre-installation survey and/or during installation shall be to the Contractor's account.

The Contractor shall report the presence of any debris at the Site(s) during pre-engineering survey. Notwithstanding anything contained in the foregoing paragraph, Company shall not be liable for any time and cost effect in respect of debris, found during pre-construction / pre-installation survey, unless the Contractor proves with evidence to the satisfaction of the Company that such debris occurred for the reasons not attributable to the Contractor and his sub-contractors and same was not existing up to the time pre-engineering survey was carried out and the same is found to be there at the time of pre-construction, pre-installation survey.

The Contractor shall show the video to establish the presence and quantity of debris noticed during pre-engineering and pre-construction / pre-installation surveys, duly witnessed by Site representative of the Company while carrying out such surveys.

However, if the debris or unwarranted material is proved by the Contractor to be attributable to the Company or its other contractor, the Company shall compensate the removal of these in accordance with the Contract.

**iv)** Failure to visit the Site, review the drawings and acquaint himself with all conditions will not relieve the Contractor, in any way, from furnishing any material or performing any work in accordance with the Contract.

**61.1.2** While carrying out the Scope of Work under this Contract, Contractor may be required to open / dismantle / realign / modify any facilities or instrument or piping equipment of the existing facilities to carry out the Work. The same shall be carried out without any time and cost effect to the Company. It will be the total responsibility of the Contractor to, test and re-commission all such facilities during and after the completion of work in accordance with the Contract. The same shall be carried out without any time and cost effect to the Company.

**61.1.3 Post Installation Survey**

The Contractor shall carry out "as installed" / "as laid" surveys as applicable for the facilities created under the project. If any debris or unwanted material which was not found and reported by Contractor to the Company during the pre-construction survey is observed during post installation survey the same shall be removed by the Contractor without any time and cost effect to the Company. However, if the debris or unwanted material is proved by the Contractor to be attributable to Company or Company's other contractors, the Company shall compensate the Contractor for removal of those in accordance with the Contract.



## **62.0 Accommodation and Other Facilities for Company / Company's Representative / Engineers/ Engineer's Representative**

The Company shall post the Company's Representative(s) at each work site. The Contractor is required to submit design documents/ drawings etc. at the Company's designated office / its consultant's designated office for its review / approval. If required, Contractor shall arrange for discussion between its engineers & Company's / Consultant's representative(s) / Engineers(s) for any clarification etc. either in person or through video conferencing / or at an extension of the design office in India. The Company may also depute its Engineers(s)/Representative(s) at Contractor's design center for review of critical documents. Contractor shall arrange to send the design documents / drawings at the Company's / Consultants designated office in India for its review. The cost incurred in dispatching the documents / drawings by fast courier service to and from between Contractor's design center(s) / office(s) and Company's / Consultants office(s) shall be borne by the Contractor and the time taken in transit shall also be to Contractor's account. The Contractor shall provide certain facilities for Company's Representative to perform whatever services are deemed necessary by the Company as given in Clauses 62.1.1, 62.1.2 & 62.1.3.

**62.1.1** Throughout the execution of work on onshore site, the office space, stationery, secretarial services with, computers (3 nos. with internet facility), photocopying / reproduction facilities, communication facilities shall be provided for a maximum of 10 persons (during design review) / 20 persons (at each site during fabrication assembly and equipment specification) at no extra cost to Company. The communication facilities shall include, but not be limited to, Indian and overseas telefax, fast courier service for official mail / documents and telephone facilities (i.e. minimum 1 direct telephones with overseas calling facilities, etc.). In case of more than one engineering / design office, the conditions mentioned above shall apply to each office. The Contractor's lump sum price shall be inclusive of all the above charges.

**62.1.2** Throughout the execution of work at offshore site, contractor shall furnish living and boarding accommodation, office space with adequate furnishing, stationery, photocopying / reproduction and computer facilities for Company persons (up to 10 during installation phase and up to 15 during hook-up / commissioning phase) on each marine spread at no extra cost to the Company. Accommodation and mess services shall be equal to that provided to the Contractor's senior staff personnel. Infield boat transportation to be mutually agreed based upon requirements of the Work shall also be provided by the Contractor as required for the Company's / Engineer's representative to adequately monitor and inspect the works. Offshore telephone, offshore telefax facilities from barges through satellite communication for official communications shall be provided to Company's Representative/ engineers' representative / inspector at no extra cost. The Contractor shall also provide independent and accessible at all times to the Company's representatives / Engineer's representatives, the V-sat, SSB Radio Communication, VHF set for communication with the Company's base station onshore and 2(two) Walkie-Talkie sets on all the barges the Contractor has deployed for the works. Food provided shall be Indian and as agreed with the Company's Representative. Contractor's lump sum price shall be inclusive of all the above charges.

**62.1.3** During the fabrication & assembly, reasonably accessible space will be made available at the site, if necessary, for testing or inspection of works.

## **63.0 Pile Remedial Works**

**63.1.1** The Contractor shall provide Pile Remedial Equipment like higher capacity



hammer, Pile jetting, Pile top drilling equipment etc. on his marine spread throughout the period of installation of jackets and piles as required based on outcome of detailed engineering. Cost of providing these Pile Remedial Equipment shall be deemed to have been included in the contract prices.

In the event of piles not reaching the design penetration and should it be required to drive the pile to design penetration, following sequential activities are to be adhered to:

At first instant, higher capacity hammer shall be operated to try to drive the pile to design penetration. For this the pile design must have been checked/ vetted during detail engineering for the mobilized higher capacity hammer being deployed by Contractor. This remedial measure shall be at no extra cost and time to the Company.

Simultaneously, detailed investigation to ascertain the reasons for pile refusal and evaluation of as-installed capacity of pile shall be carried out by Contractor through the agency that developed the software utilized during detailed engineering for foundation design (pile drivability) OR through an agency of international repute acceptable to the Company at no extra cost and time effect to Company. Detailed report of the findings shall be submitted to Company for review.

Based on the findings, the Company shall decide whether other remedial measures like installation of insert piles is considered essential & the soil plug inside shall be drilled/jetted and removed. In such a case the Contractor shall be paid for the jetting/drilling equipment at the appropriate day rate basis. In this case, the Contractor shall be granted reasonable extension of time in construction schedule if such an eventuality affects the project critical path. In case marine spread is also used entirely for these works, the Contractor shall be paid at day rate basis which shall be inclusive of the elements of jetting/drilling equipment provided Contractor establishes that the said spread could not be used for any other work while carrying out drilling/jetting operation.

Pile Remedial Works undertaken due to pile refusal, on account of the pile setup caused by delay due to malfunctioning/breakdown of Constructional Plant and Equipment or any other cause attributable to the Contractor shall be responsibility of Contractor and time and cost effect thereof shall be to the Contractor's account.

#### **64.0 Support Diving**

The Contractor shall at his own cost provide all equipment facilities and personnel needed to perform diving operation required for performance of the Works or for the inspection of the Works carried out. Besides Air / saturation diving, other special diving equipment shall also be provided by the Contractor at his own cost to take care of any sub-sea work during execution of works including provisions of facilities for Video Monitoring and Underwater Ultrasonic testing of Welds if required to carry out scope of work covered under the Contract. Contractor shall mobilize an RCV or Diver held Video Equipment and show the necessary video tape to Company's Representative when required by him to satisfy about underwater works carried out by Contractor.

#### **65.0 Workmen**

##### **65.1 Facilities for Workmen**

**65.1.1** The Contractor shall make his own arrangements for the engagement of all workmen, local or otherwise, and for their transport, housing, feeding and payment.



**65.1.2** The Contractor shall provide at Site adequate supply of drinking water and other water for use at Site.

**65.1.3** If any illness of an epidemic nature breaks out, the Contractor shall comply with and carry out whatever regulations, orders and requirements are imposed by the Government or the local medical or sanitary authorities for the purpose of promptly dealing with and overcoming it.

**65.1.4** The Contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst the persons deployed for the works at site and for the preservation of peace and the protection of persons and property in the neighborhood of the work.

**65.1.5** The Contractor shall ensure that the provisions of this Clause 65.0 are complied with by his sub-contractors also.

## **66.0 Materials and Workmanship**

### **66.1 General**

All materials and workmanship shall be as specified in the Contract and in accordance with the requirements of the Contract.

All materials and workmanship shall be subjected from time to time to tests, inspections which the Company's representative may direct as per the Contract either at the place/ agency of manufacture or fabrication or at the site or at such other place(s) or agency (ies) as may be required for execution of the Works as per contract without any time and cost effect to Company.

The Contractor shall provide assistance, instruments machines, labour and materials which are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the Works for testing, as may be selected and required by the Company's / Engineer's Representative. The Company's / Engineer's Representative or duly authorized inspector shall be entitled to attend the said tests and/or inspection. Company shall bear all costs and expenses incurred in connection with traveling and boarding & lodging expenses except as otherwise provided in the Contract. In case the tests/inspections are not performed during the period or at the time mutually agreed for reasons other than those directly attributable to Company / its agents / its other Contractors then Company's Representative shall have the right to get the tests, inspections attended or performed through an independent agency (ies) or any other authorized inspector(s) and all costs incurred by the Company's Representative in doing so shall be recovered from the Contractor. Before any material is incorporated used in the Works Contractor must obtain necessary approval from the Company's Representative. If the Company's inspector is unable to attend the test and or inspection at the time mutually agreed or if it is agreed between the parties that the Company's inspector shall not do so, then the Contractor may proceed with the test and/or inspection in the absence of the Company's inspector and provide the Company with a third party certified report of the results thereof.

Tests of materials, equipment, systems and workmanship shall include but are not limited to the tests referred to in and required by the Contract Specifications.



The testing of all welders/other workmen as required by the Contract Specifications shall be to the sole account of the Contractor, including but not limited to the time spent by workmen engaged upon such tests or re-tests and the provisions of all materials, equipment and supervision required for the performance of such tests or re-tests to the satisfaction of the Company's Representative in accordance with the Contract. The Contractor agrees that neither the execution of a test and/or inspection of Materials or any part of the works nor attendance by the Company's Representative/ authorized inspector nor the issue of any Test Certificate pursuant to Clause 66.6 hereof shall absolve the Contractor from his responsibility of execution of the Works in accordance with the Contract.

## **66.2 Samples**

All samples shall be supplied by the Contractor at no extra cost to Company if their supply is provided for by the Contract specifications.

## **66.3 Cost of Tests**

The cost of conducting any and all tests provided for in the Contract specifications and to meet the requirements of Contract shall be borne by the Contractor.

**66.3.1** The Contractor will establish and maintain continuous radiography service facilities and personnel skilled in their use for the testing and inspection of welds or base metal in Contractor's and sub-contractor's work sites and also ultrasonic, magnetic particle and Dye Penetrant tests/inspection services, as and when required by the Company's Representative in accordance with the Contract.

**66.3.2** The Contractor will also make available, as and when required by the Company's Representative the necessary special equipment and skilled personnel for the operation of radiography. Service facilities for the testing and inspection of the Works as stated in the Contract Specifications.

**66.3.3** The Costs of all Radiography, Ultrasonic, Magnetic particle or other inspection of weld or base metal, as provided for in sub-clause 66.3.1 and the costs of all other testing and inspection as provided for in the sub-clause 66.3.2 up to the limits prescribed in the Contract Specifications shall be to Contractor's Account.

**66.3.4** OIL has right to carry out Sample test for bulk items and contractor has to carry out the same without any time and cost impact. Unless otherwise specified cost of all Works/tests etc. as specified in Contract are deemed to be included in the lump sum Price of the Contract.

## **66.4 Additional Tests**

If any additional test is ordered by the Company's Representative which either:

a) is not provided for in Contract specifications.

or

b) though provided for in the Contract specifications, is ordered by the Company's Representative to be carried out by an independent person/agency at any place /agency other than the Site or at the place/agency of manufacture or fabrication of the materials.

the costs and time effect of the test shall be borne by the Contractor if the test shows



that workmanship or materials are not in accordance with the provisions of the Contract. If the tests show that workmanship or material are in accordance with the requirement of the Contract then actual cost related to tests shall be borne by the Company and appropriate time extension will be granted to the Contractor in the event that project critical path is affected. Should project critical path not be affected only cost impact will apply.

### **66.5 Access for Inspection/Tests**

The Company's Representative/Engineer or any person authorized by him, shall at all times, have access to the Works and to the Site and to all workshops and places or where the Works are being executed or machinery are being obtained for the works to inspect the progress and the manner of manufacture or construction.

Whenever the Contractor is ready to carry out any such test or inspection, the Contractor shall give reasonable advance notice of such test and or inspection and of the place and time thereof. The Contractor shall obtain from any relevant third party or manufacturer necessary permission or consent to enable the Company's Representative/authorized inspector to attend the test and/or inspection. The Contractor shall provide every facility for and necessary assistance in obtaining the right of access for the Company's personnel including Company's Representative and Engineer/ Engineer's Representative. All accesses to works in at site provided by the Contractor shall in all respects be protected and safe.

The Contractor shall provide the Company's Representative with a certified report of the results of any such test and/or inspection.

### **66.6 Opportunity for Inspection of Works**

**66.6.1** Any part of the Works shall not be covered up or put out of view without the approval of the Company's Representative or the Engineer/Engineer's representative and the Contractor shall give reasonable notice and provide full opportunity to the Company's Representative or the Engineer/Engineer's Representative to examine and measure any work by providing the facilities for examinations and measurement including the equipment required for them, which is about to be covered up or put out of view or installed below the surface of the sea and to examine any part of the work before other part of the work is placed. The Contractor shall give reasonable notice to the Company's Representative or Engineer/Engineer's Representative whenever any work is ready or about to be ready for examination and the Company's Representative or Engineer/ Engineer's representative shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, examine/measure/inspect the works. Contractor shall mobilize vendor representative during pre-commissioning/commissioning as per bidding document requirements.

**66.6.2** The Contractor shall uncover any part of the Works or make openings in or through it as the Company's Representative from time to time directs and shall reinstate and make good such part or parts to the satisfaction of the Company's Representative in accordance with Contract.

**66.6.3** If any part uncovered or opened pursuant to Clause 66.6.2 has been covered up or put out of view after compliance with the requirements of Clause 66.6.1 and after inspection is found to be executed in accordance with the Contract the expenses for uncovering making openings in or through, reinstating and making the



same good shall be borne by the Company and appropriate time extension shall be granted to the Contractor in the event that project critical path is affected. Should project critical path not be affected only cost impact will apply. But in any other case all the expenses shall be borne by the Contractor and time affect, if any, shall be to Contractor's account.

#### **66.6.4 FIELD INSPECTION**

Contractor shall have, at all times during the performance of the Work, a competent Superintendent or Foremen on the premises, and any instructions given to such Superintendent or Foremen shall be construed as having been given to Contractor.

#### **66.6.5 Fabrication**

Company reserves the right to inspect all phases of Contractor's operations including field and shop fabrication equipment assembly, testing, packing and load-out, operation etc. to ensure conformity to the specifications. Company will have an engineer, inspector (3rd party inspection Agency) or other duly authorized representatives, made known to the Contractor, present during progress of the Work and such Company's Representatives are to have free access to the Work at all times. The presence or absence of a Company's Representative does not relieve Contractor of the responsibility for quality control in all phases of the Work. In the event that any of the work being done by Contractor or any Sub-contractor is found by said Company's Representative to be unsatisfactory or not in accordance with the plans and specifications, the Contractor shall, upon verbal notice confirmed in writing immediately of such discrepancy or deficiency, take immediate steps to revise the Work in a manner to conform to said plans and specifications.

#### **66.6.6 Erection and Installation**

Company will have engineers, inspectors or other authorized representatives present who are to have free access to the work at all times. If a Company's Representative notifies the Contractor's Superintendent or foreman of any deficiency or recommends action regarding compliance with these specifications. Contractor shall make every effort to carry out such instructions in the fullest degree consistent with best industry practice and the prevailing conditions at the time.

#### **66.6.7 Removal/Replacement of Improper Work and Materials**

**66.6.7.1** During the progress of the Works the Company's Representative shall have the power to order:

- (i) Removal from site of any materials which are not in accordance with the Contract, and which are supplied by the Contractor. The material shall be removed by the Contractor at his own expense.
- (ii) Substitution of proper and suitable materials according to Contract Specifications.
- (iii) Removal and rectifications of any work (notwithstanding any previous test thereof or interim payment therefore) which in respect of material or workmanship is not in accordance with Contract.

Such orders shall be issued by the Company's Representative in writing.



**66.6.7.2** In case of default on the part of the Contractor in carrying out an order pursuant to Cl. 66.6.7.1 the Company shall be entitled to deploy other person/agency to carry out such works and all expenses directly related thereto shall be recoverable from the Contractor by the Company. Company will notify the Contractor of the amount, with details, so incurred by it. If the Contractor fails to pay the amount to the Company within 30 days from the receipt of the invoice with the required back-up documents the amount may be deducted by the Company from any money which is due or which may become due to the Contractor.

**66.6.7.3** In the event Contractor propose substitution of any materials/equipment, it shall be the Contractor's responsibility to prove to the Company's Representative that the materials/ equipment offered by him are equivalent or better in specifications than those specified in the Contract.

Cost savings, if any, arising out of any substitution of materials/equipment shall be passed on to the Company. Cost increase if any, due to substitution shall be borne by the Contractor. No extension of time on this account shall be granted to the Contractor. The Contractor shall obtain prior written approval from the Company's Representative for resorting to substitutions of materials/equipment etc. It will be Contractor's responsibility to submit all relevant documents including Vendor quotation/ invoice to establish reasonability of cost savings with details proposed to be passed on to the Company.

## **67.0 Certificate of Completion and Acceptance of the Work**

Certificate of Completion and Acceptance of the Works or part of the Works shall be issued by the Company subject to the provisions of following Clause 67.1, through 67.3.

**67.1** When the whole of the Works have been completed in accordance with the Contract and have satisfactorily passed tests prescribed in the Contract and are ready for final inspection, the Contractor shall notify the Company in writing enclosing all the required documents and reports for review and acceptance by the Company's Representative. The Contractor will also notify the Company's Representative in writing within 7 days in advance regarding the likely completion date of the Works. The contractor shall certify that all positive change orders with respect to the complete works of the project have been submitted for the review of company and no additional change order shall be raised by the contractor with respect to this contract neither to the company nor to OEC /Arbitration/Legal recourse.

As the work progresses, the Contractor shall continue to provide the required details and data for review by the Company's representative to assist in the expeditious inspection of the Works when completed. If the works are found to be complete in all respect and carried out in accordance with the Contract then the Company shall issue a Certificate of Completion and Acceptance as provided for in Clause 67.2. If some defects and/or deficiencies are noticed in the Works, the same shall be notified to the Contractor's in writing. Such defects and/or deficiencies attributable to the Contractor's work and workmanship, shall be rectified promptly by the Contractor at his own expenses for which no extension shall be granted. The Contractor shall thereafter repeat the procedure for giving notice as stated above.

**67.2** The Final Report of Completion of Work shall be issued by the Company after completion of successful PGTR and punch lists, if any, to the satisfaction of Company. The issue of Completion Certificate/Report shall be considered as the completion of all



the obligations of the Contractor under the Contract except defect liability period.

**67.3** Company's acceptance of the Works shall not operate as a waiver of the Company's rights under guarantees in the Contract herein contained as to any short supply specified in the Punch List and defects and deficiencies under Clause 76.1 of SCC.

**67.4** Hydrocarbons (other than lubricating oils and the like) shall not be introduced to the Work until Contractor has received Company's approval in writing to do so.

**67.5** The final completion certificate referred to in clause 67.2 above shall be issued only after the contractor furnishing a certificate that "All positive change orders with respect to the complete works of the project have been submitted for the review of the company and no further change order shall be raised by the contractor with respect to this contract either to the Company or to OEC/ Arbitration / Legal recourse."

## **68.0 Constructional Plant and Equipment, Temporary Works and Materials**

### **68.1.1 Constructional Plant and Equipment brought to Site:**

The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy construction equipment and tools & tackles as specified in this SCC as and when required 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 the Company. No construction equipment / Marine spreads shall be supplied by the Company.

However, Contractor is to provide list of equipment / facility / details of area availability in the proposed yard for Fabrication of Jackets / Conductors / Piles / Top sided along with list of skilled manpower to be deployed for Company's review.

All Constructional Plant and Equipment, Temporary Works and materials provided by the Contractor shall, when brought on the Site, be deemed to be exclusively intended for the Construction and completion of the Works and the Contractor shall not remove them or any part of them (save for the purpose of moving them from one part of the site to another) without the written consent of the Company's Representative, which will not be unreasonably withheld or delayed, subject, however, to the provisions contained in the Contract. Unless otherwise specified in the Contract, upon completion of the Work the Contractor shall remove from the Site all Constructional Plant and Equipment brought by the Contractor on to the Site and any surplus materials.

### **68.1.2 Constructional Plant and Equipment Breakdown**

a. It is expressly understood that breakdowns of Contractor's Constructional plant and Equipment on land or at offshore location during the execution of Works shall not be regarded as physical conditions which could not have reasonably been foreseen by Contractor and as such, the costs of such breakdowns and any resultant delays and costs thereof will be to Contractor's account, unless such breakdown are caused by an event of Force Majeure. In this case, the provision stated on Cl.31.0 of GCC read in conjunction with Clause 81.0 of SCC shall be applied.

b. The Contractor shall ensure that the Constructional Plant and Equipment brought by him to the Site are in good working condition. The Company would need a



certificate from the Contractor that this Constructional Plant and Equipment before mobilization at Site are adequate and in good working order to carry out the Works. The Company reserves the right to inspect such Constructional Plant and Equipment upon its mobilization to the site and the Contractor shall intimate to Company well in advance of mobilization of such Constructional Plant and Equipment to Site to enable Company to arrange inspection. However, such an inspection by Company will not relieve the Contractor of his responsibilities about the adequacy and fitness of Constructional plant and equipment.

c. The Contractor shall schedule repair and maintenance of his constructional plant and equipment in such a way that constructional plant and equipment breakdown will not delay completion of Works beyond the scheduled completion date. If the Contractor's constructional plant and equipment experience breakdown of such frequency and type that delay in completion of the Works beyond the scheduled completion date is probable, the Contractor shall take immediate action, and replace such constructional plant and equipment and/or mobilize suitable additional constructional plant and equipment in a timely manner at no additional cost to Company so as to prevent delay in completion beyond the scheduled completion date.

d. If due to the occurrence of breakdown to Contractor's constructional plant and equipment, the execution of the Works is suspended or adversely affected for a period of 30 continuous days and Contractor has not taken an appropriate action to remedy the condition to the satisfaction of the Company, the Company shall enforce provisions of clause 76.4 of SCC.

e. If during the course of execution of works, it is considered by Company's Representative that the constructional plant and equipment/marine spread etc. are found not adequate/sufficient, Contractor at his own cost shall mobilize additional constructional plant and Equipment/Marine spread etc. to complete the works in time.

f. The Contractor will not demobilize any equipment, marine spread etc. deployed for the Works without prior written approval of the Company which approval shall not be unreasonably delayed or withheld.

### **68.1.3 Liability for Contractor's Constructional Plant and Equipment**

The Company shall not at any time be liable for the loss of or injury to any of the Constructional Plant and Equipment, Temporary Works or materials, except as otherwise expressly provided for in the Contract.

### **69.0 Performance of Contract/Discharge Certificate**

**69.1** No certificate other than the Discharge Certificate referred to in Clause 69.2 shall be deemed to constitute approval of any Work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the Contract or any part of it or of the accuracy of any claim or demand made by the Contractor or of extra Work/Change Order having been ordered by the Company nor shall any other certificate conclude or prejudice any of the rights of the Company.

**69.2** The Contract shall not be considered as completed until a discharge certificate has been signed by the Company's Representative on behalf of the Company and delivered to the Contractor stating that the Works have been completed and made good to the satisfaction of the Company's Representative in accordance with the Contract.

**69.3** The Discharge Certificate shall be issued by the Company's Representative within (28) twenty eight days after the expiration of Guarantee period (or if different guarantee periods become applicable to different parts of the Works then, without prejudice to the



Company's Representatives' rights upon the expiration of the latest of those periods) or as soon thereafter as any Works ordered during that period have been completed to the satisfaction of the Company's Representative in accordance with the Contract.

In case Company fails to issue such Discharge certificate within the period prescribed herein above without any reason having been notified to the Contractor in writing, the Discharge Certificate shall be deemed to have been issued on the expiry of the above said period.

**69.4** This clause (Discharge Certificate) in its entirety shall have effect notwithstanding that the Company has entered on or taken possession of the Works after completion or any part of the Works by virtue of any agreement with the Contractor.

**69.5** Neither the Company nor the Contractor shall be liable to the other for any matter or thing arising out of or in connection with the Contract or doing of the Works unless the party asserting the liability has given the other party written notice of its claim before the issuance of the last Discharge Certificate under this clause.

**69.6** Notwithstanding the issue of the Discharge Certificate, the Contractor and the Company shall (subject to sub-Clause 69.5 of this clause) remain liable for the fulfillment of any obligation incurred under the provisions of the Contract before the issue of the Discharge Certificate which remains unperformed at the time the certificate in question is issued, and for the purposes of determining the nature and extent of any said obligation the Contract shall be deemed to remain in force between the parties.

## **70.0 Marking, Packing, Loading and Securing**

### **70.1 General**

The Contractor shall comply with the instructions for handling and storage, marking and loading, etc., as detailed in the Contract and any other instructions which may be issued by the Company in this behalf.

**70.2** The Contractor shall load and stack the material in seaworthy condition conforming to the prescribed standards in force to withstand land / ocean journey and insuring the safety of cargo en-route and also arrival of material at ultimate destination in good condition. Each package shall have on its outer side the following marking in English in indelible paints.

- i) Port of loading
- ii) Name of Contractor
- iii) Port of destination
- iv) Consignee particulars in brief

**70.3** In addition to the markings stated above, each package approved by the Company's Representative shall carry a serial number or other appropriate indelible marking/ identification indicating the Company's Representative's certificate of quality and/or the Contractor's certificate of quality and/or the Contractor's certification of inspection and other documents as may be issued with reference thereto. The Company may also require that such marking / identification shall be applied or affixed by the Contractor in the presence of the Company's Representative. If the spare parts / additional items on arrival in India, are found not conforming (except transit damage) to prescribed specification or are deficient in quality or quantity, Contractor shall



replace the same at his own cost.

**70.4** The Contractor shall ensure that no packages are shipped unless marked to comply with all the instructions of the Company.

**70.5** Markings shall be correlated in invoices, packing list and on bill of lading, express receipt of mailing certificates exactly as they appear on the equipment / materials.

## **71.0 Supply of Spares, Special Tools, Consumables, and loose items**

### **71.1 Supply of one year's Spare Parts**

The Contractor shall submit to the Company a list of one-year spare parts recommended by the equipment / machinery manufacturer for **one year** operation along with the price list (which will be firm without any escalation) of the equipment/machinery manufacturer before placement of the supply order. The Company shall review the list of spare parts and give clearance for procurement of spares required by the Company within **eight weeks** of the receipt of the list of recommended spares for all equipment. The Contractor shall submit a list of part nos. together with part catalogues etc. to enable Company to do codifications.

Immediate action shall be taken thereafter by the Contractor to order these items so as to ensure the delivery of them to the Company at Kakinada before scheduled completion date of Works.

**71.2** The Company shall pay to the Contractor in addition to the Contract Price, the cost of the ordered spare parts on the basis of imported or indigenous Equipment Manufacturer's (EM) or Original Equipment Manufacturers (OEM) (or his authorized dealers where EM/OEM does not sell directly) the ex-works price (ex-works price excluding GST for indigenous spares) less applicable discount, if any, plus the percentage fee of 7.5% thereon to meet all expenses incurred by him for supply of these items up to FOB delivery at port of dispatch in case of spares for imported equipment and FOR (destination) in case of spares for indigenous, equipment. The above fee covers engineering, procurement, inspection, expediting, handling, packing, forwarding, inland freight and insurance & any other miscellaneous charges up to FOB port of Dispatch / FOR (destination) as applicable.

**71.3** GST on Indigenous Spares as paid by the Contractor to their vendor shall be reimbursed by the Company against documentary evidence (tax invoice).

Ocean/Air Freight whichever is economical and insurance cost, all duties, taxes, as well as any other cost charges and fees in India for spares for imported equipment's shall be arranged and paid by the Company directly at actuals. Contractor shall arrange dispatching on "Freight to collect at destination" basis, preferably on Indian Flag Vessel or through Conference Line Vessel as explained hereunder. However, if charge of air freight is less than the charge of ocean freight the Contractor may dispatch on air freight basis through Air India or the Company's appointed Consolidation Agent. Provided however, that, if some parts are small and susceptible to damage and are considered to be more practical and safer to be sent by air, the Contractor may dispatch by air on freight collection basis subject to prior approval of the Company.

**71.4** Spare parts shall be consigned as given below:

- 1) Officer-in-Charge,



KGB Project, Oil India Limited, Kakinada,  
AP.

- 2) Ultimate Consignee: Officer-in-charge, KGB Project, Oil India Limited,  
Kakinada, AP

Note: One advance copy of the Contractor's Invoice shall be given to the Company's authorized representative at the following address:

- 3) Project Co-coordinator,  
KGB Project, Oil India Limited, Kakinada,  
AP.

In the event of shipment to the Company, one advance set of shipping document as detailed at clause 71.5 shall be sent by the Contractor, to the Project Coordinator– KG Basin Project including Port Consignee and Ultimate Consignee so as to notify well in advance about the shipment made. The Contractor shall also ensure that shipping documents including Box-wise packing list complete in all respects are received by Company at Kakinada at least ten days in case of Ocean freight and three days in case of Air freight before the spare parts arrive at Kakinada port so that Company does not incur demurrage charges due to incomplete/late receipt of documentation.

If any demurrage charges are incurred by the Company due to the incomplete/late receipt of documents, the same shall be recovered from the Contractor.

## **71.5 LOOSE ITEMS, SPARES & CONSUMABLES**

**71.5.1** In respect of loose item and consumables spare parts intended for one year operation including lubricants / chemicals as brought out at Clause 71.0, the Contractor shall furnish the following:

- a) Copies of the priced purchase orders for all spares parts in accordance with the Correspondence Procedure.
- b) Proper coding and referencing of the spare parts so that later identification with appropriate equipment will be facilitated.
- c) Five copies of a composite SPARE PARTS LIST DATA BOOK, which shall include the following:
  1. Itemized parts list for all equipment furnished under the Contract for the purpose of codification. This shall be separate and distinct from the consolidated list of recommended one year spare parts and shall include catalogues and drawings of the respective equipment.
  2. List of recommended spare parts for initial one year of operation, including source and price of each part.
  3. Interchangeability of spare parts between different items of equipment.
  4. Reprints of the lubrication information compiled.

The above shall be in addition to the consolidated one-year spare parts list to be submitted for Company's review and approval in accordance with Clause 71.1.

**71.5.2** Spare parts for initial one year of operation shall be delivered by the Contractor in accordance with Clause 71.0. The following details shall be furnished in



respect of shipment of one-year spare parts consignments.

1. Contract number against which the spares are being sent.
2. Bill of Lading / Airway Bill number & date
3. FOB price.
4. Vendor's invoice. Certificate of inspection / list from the manufacturer.
5. Warranty / Guarantee certificate, if applicable.
6. Packing list (box wise).
7. ETD of vessel from the port of dispatch.
8. ETA of vessel at Kakinada Port.
9. Certificate of origin.
10. Name of the Vessel.
11. Total number of packages and/or cases with weight and dimension of each.

**71.5.3** Spare parts and consumables for commissioning and lubricants / chemicals / consumables for testing and pre-commissioning / commissioning shall be shipped onboard the Contractor's cargo barge carrying materials / equipment to the Site so as to be available prior to pre-commissioning activities. These items shall be delivered directly at the offshore site.

All spare parts furnished by the Contractor shall be wrapped and packaged so that they will be preserved in original and as-new condition under normal conditions of storage to be anticipated in India and shall be properly tagged and coded so that later identification as to its intended equipment usage will be facilitated. They shall be packaged separately and clearly marked as "Spare Parts" and shipped in accordance with the Company's instructions.

#### **71.5.4** MATERIALS SHIPMENT TO INDIA

The procedure to be followed by Contractor in shipping materials for the Works will be communicated by the Company to the Contractor after the award of Contract.

#### **71.6 Pre-Commissioning / Commissioning Spares and special tools**

The Contractor shall provide a list of pre-Commissioning/ Commissioning spares item wise within a period of 6 - 9 weeks of placement of order for each equipment. The contractor shall ensure availability of all the spares at the offshore Site at respective platforms before commencement of pre-commissioning/ commissioning of all facilities. The Contractor shall supply the pre-Commissioning/ commissioning spares and maintenance special tools at no extra cost to the Company. The Company shall provide the Contractor without assuming any responsibility and liability, with the recommendatory letter to Director General of Hydro-Carbons to enable Contractor to obtain necessary Certificates from Director General of Hydro-Carbons.

#### **71.7 Consumables, Lubricants and Chemicals**

The Contractor shall be responsible for furnishing at the offshore Site or at Company's warehouse at Kakinada as per the option of the Company within the Contract Price, six months requirement of all chemicals, lubricants and consumables but excluding chemicals, such as demulsifier, oil corrosion inhibitor, gas corrosion inhibitor, halon, diesel fuel, jet fuel.

The Contractor shall be responsible for furnishing all chemicals including, Demulsifier,



oil and gas corrosion inhibitor, lubricants and consumables required for testing, trial runs, flushing, pre-commissioning and commissioning of the platforms and also the initial fill to maximum capacity at no extra cost to the Company.

### **72.0 Supply of loose items.**

The contractor shall ensure delivery of loose items at respective platforms at offshore as detailed in bidding documents at start of offshore installation works at no extra cost to the Company.

### **73.0 Use of Company's Facilities**

Notwithstanding anything contained elsewhere in the Contract, the Contractor shall make its own arrangements for all the facilities/resources required to carry out the work including but not limited to crane and material handling, living accommodation, power supply etc. Company's platform deck crane and any other hoists, living accommodation, etc. shall not be available for Contractor's use. However, if the same can be spared then the Company at its discretion may permit their use by Contractor on chargeable basis. The rates applicable shall be same as given in Contractor's rental rate schedule. In case rates are not available in Contractor's rental rate, charges shall be recovered as per the rates applicable from time to time or as decided by Company.

All charges for use of Company's facilities by the Contractor like helicopter services (including trial landing of helicopter), supply boats/vessels, overseas telephone calls etc. shall be recovered from the Contractor as per rates applicable from time to time.

Company shall furnish to the Contractor the details of recoveries (for use of Company's facilities) made from the Contractor's Invoices upon receipt of such request from the Contractor in writing.

### **74.0 Diversion of Marine Spread**

Notwithstanding anything contained elsewhere in the Contract, the availability of the Work front shall be finalized by the Contractor in consultation with the Company. Planning of offshore activities shall accordingly be made without affecting the overall schedule of completion. It is likely that the other contractors/ agencies may by carrying out their offshore activities during the same working season in the site. It is imperative that the contractor shall coordinate with other contractors/ agencies if required and necessary as and when instructed by the Company in writing.

Accordingly, if required by the Company, Contractor shall divert its barges / vessels and develop offshore work schedules covering the entire scope entrusted to him. These schedules shall be discussed with other contractors/ agencies along with Company's representative and should it become necessary to further modify the schedules, to avoid/ minimize interference, needful shall be done without jeopardizing the overall completion schedule.

The Contractor shall be entitled for time and cost compensation in accordance with provisions of clause 60.1.5 only if his barges/vessels remain on standby for want of an available work front despite the Contractor's having made of such re-scheduling of works and diversions of barges/vessels.

The Contractor shall make such diversions inter site(s) movements of barges/ vessels as per Company's representative's instructions in accordance with clause 60.1.5.



If drilling is in progress at the well platform during the contractor's offshore activities, the contractor shall plan his activities in a manner so that there is no effect on the Company's drilling activities. The Company shall not demobilize the drilling rigs for contractor to carry out riser installation at the platform or for any other offshore activity.

In case the Company fails to make work front available, the Company shall also compensate for any additional infield movements till it comes back at the standby rate of marine spread specified in the Contract price schedule.

## **75.0 Compliance with Local Laws & Regulations**

**75.1** The Contractor shall comply with all the laws, rules and regulations including but not limited to those related to security matters, Contract Labor (R&A) Act, Minimum Wages Act etc. and shall keep the Company harmless and indemnified for any action brought against it for any violation/non-compliance of any of the acts etc.

**75.2** The Contractor shall give all notices and pay/bear all duties, taxes, charges, fees and expenses except where otherwise expressly provided in the Contract required to be given or paid by any national or state statute, ordinance or other law or any regulation or by-law of any international, local or other duly constituted authority in relation to the performance of the works or of any temporary works and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the works or any temporary works. The Contractor shall acquire all permits, approvals and or licenses from all local, state or central government authorities or public sector undertakings in the country where the site is located, which such authorities require the Contractor to obtain in his name and which are necessary for the performance of the Contract including import licenses for materials and visas for the Contractor's and sub-contractors personnel and entry permits for all imported constructional plant and equipment and shall acquire all other permits, approvals and/or licenses which are not the responsibility of the Company and which are necessary for the performance of the Contract.

However, Company shall assist Contractor and/or sub-contractor upon receiving written request from Contractor to acquire the necessary permit, approvals and/or licenses including work permit, visas and import licenses from all local, state or central govt. authorities or public sectors to the extent of issuing recommendatory letters and documents mandatorily required to be submitted by company to the concerned authorities without assuming any liability whatsoever.

**75.3** The Contractor shall comply with and conform in all respects, and shall ensure that all his sub-contractors also comply with and confirm in all respects with the provisions of any statute, ordinance or law as aforesaid and the regulations or by laws of any inter- national, local or other duly constituted authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies and companies as aforesaid and shall be responsible for all costs arising from compliance and/or violation of the same and shall keep the Company indemnified against all penalties and liabilities of every kind for breach of any statute, ordinance or law, regulations or bye-law.

**75.4** Without limitation of the generality of clauses, the Contractor shall observe and comply with and shall ensure that all his sub-contractors also observe and comply with the laws, regulations or requirements of any states which are littoral states with respect to any sea areas comprised at the site and of any international authority or international



convention or other rule of international law or custom applicable thereto for establishing or regulating freedom of navigation on the high seas, conservation and protection of fisheries, policing and jurisdiction in territorial water and exercise of sovereign rights over the sea-bed.

**75.5** The Contractor shall keep informed the Company and appropriate Indian authorities reasonably in advance, of all obstructions in the waters of the Arabian sea and any other area of the continental shelf within Indian jurisdiction and adjacent waters and the approaches to them which the Works will involve. The Contractor shall have regard to all warnings and information issued by the statutory authorities.

**75.6** Subject to provisions of the Contract, the Contractor shall defend, indemnify and hold the Company harmless from and against all penalties, liabilities, damages, claims, fines and expenses of whatever nature arising out of or resulting from the violation of such laws or rules or regulation having the force of law within the scope of work by the Contractor or his sub-contractors including their personnel.

**75.7** All fossils, coins, articles of value of antiquity and structure and other remains or things of geological or archeological interest discovered at the site or during the works shall be the absolute property of the company. the contractor shall take reasonable precautions to prevent its workmen or any other persons from removing or damaging any said article or thing and shall immediately on discovery thereof and before removal acquaint the Company's representative of the discovery and carry out at Company's cost the disposal of it at the Company's Representatives orders at rates to be mutually agreed where such rates are not available in the Contract.

**75.8** Contractor shall take all necessary steps in order to equip themselves to avail of all concessions/ exemptions permissible under the statutes including the benefits under GST Legislations 2017 failing which they will have to bear extra cost where Contractor does not avail concessional rates/ exemptions of levies like Customs duty, GST etc. on input service / capital goods.

**75.9** Contractor to comply with the latest DG Shipping Circular regarding norms for engaging Indian crew on board foreign flag Vessels.

## **76.0 GUARANTEES AND LIABILITIES**

### **76.1 Guarantee and Warranty Conditions**

**76.1.1** The Contractor agrees to ensure that all materials, equipment and components used in execution of the works under this Contract, shall be new and unused (not reconditioned) and of recent manufacture which shall in no case be of a date of manufacture older than one year from the date of delivery. (This delivery date shall be effected after Notification of Award) at the yard/site as the case may be and however, structural steel shall in no case be of a date of manufacture older than 2 years from the date of delivery at the yard/site as the case may be. The Contractor shall warrant that every Work executed under this Contract shall be free from all defects and faults in design and engineering, materials workmanship and handling etc., and shall be consistent with established and accepted standards for materials and workmanship of the type ordered and in full conformity with the design, drawings, specification, or sample, if any, and shall if operable, operate as per design, drawings, specifications and samples if any, and other stipulated conditions in accordance with the Contract. This warranty shall survive inspection of, payment for and acceptance of the plant, machinery and equipment and shall be valid for a period of 12 months from the date of



issue of Certificate of Completion & Acceptance and taken over by the Company as per provisions of Clause 67.0 of SCC. The 12 months for the punch list items will start from the date of completion of Punch List.

**76.1.2** If during the aforesaid period, the said plant machinery and equipment be discovered not to conform to the description and quality aforesaid or have deteriorated otherwise than by fair wear and tear or than by Company's act or omission, the Contractor shall promptly and at its cost repair/replace or otherwise make good such defects as well as any damage to the works caused by such defect. If the Contractor fails to replace/repair such defective plants, machinery, equipment within a reasonable time depending upon exigency of the situation, then the Company will be entitled to deploy other agencies to carry out the same after advising Contractor of its intention and if such Work which was the liability of the Contractor to do at his own expense under the Contract, then all actual repairing/replacement cost and also physical damage sustained on account of such defective material by any other associated or allied plant, equipment and structures and other facilities forming part of the Works shall be recoverable from the Contractor. The Contractor agrees to make payment against such claim within 30 days of receipt thereof. If the Contractor fails to pay the amount to the Company within 30 days from the receipt of the invoice then amount may be deducted by the company from any money which is due or may become due to the Contractor including Company's right to encash the performance guarantee furnished by the Contractor in accordance with provision of Clause 10.0 of GCC.

**76.1.3** The period of guarantee for any part of the works shall be as specified in clause 76.1.1. If the works or any part thereof cannot be used by reason of such defect / damage and/or making good of such defect, and/or damage the warranty period of the works or such part thereof as the case may be shall be extended by a period equal to the period during which the works or such part thereof cannot be used by the Company due to any of the aforesaid reasons. The Contractor shall arrange for the performance guarantee to remain valid until the expiration of the extended warranty period with respect to such part of the works.

**76.1.4** To the intent that during the period of guarantee the Works shall remain in as good condition (fair wear and tear excepted) as they were at the beginning of the period of guarantee and that all plant, machinery, equipment, thing or process shall continue to perform or operate (fair wear and tear excepted) during the period of guarantee in accordance with all relevant Contract specifications or Contract conditions. The Contractor shall do all repair amendment, reconstruction, rectification and making good of defects, imperfections, shrinkages and settlements, including where necessary the repair or, if repair proves impossible, the replacement of any plant, machinery, equipment thing or process, which the company requires of the contractor in writing during the guarantee period or within fourteen days after the expiration of the period of guarantee as a result of any inspection make during the period of the guarantee.

As regards import of required items as specified in list 33 for repair or replacement during warranty period, Company shall provide Contractor without assuming any responsibility and liability, required certificate and/or undertaking on request by Contractor.

**76.1.5** The Contractor shall ensure that all guarantees or warranties issued by manufacturers of critical plant, machinery, equipment supplied by Contractor or by Contractor's sub- contractors and covering the performance of the said material and equipment supplied by them be issued in the joint name of the Contractor and the



Company such that the Company enjoys the same benefits and protection provided by any such guarantees or warranties as does the Contractor. The issuance or existence of any such guarantees or warranties shall however in no way relieve the Contractor of his obligations under the Contract, in particular with reference to the provisions of this section.

**76.1.6** The Contractor shall be and remain responsible during the period of guarantee for making good with all possible speed any defects arising from Contractor's defective design and engineering (other than a design made, furnished or specified by the Company and for which the Contractor has disclaimed responsibility in writing within 15 days' time after receipt of the Company's instruction) of the aforesaid structure, pipeline plant, equipment or process which may develop under the conditions provided for in the Contract and under proper use in the works or any portion thereof.

**76.1.7** The Contractor shall carry out all the works and supply and install all replacement materials and equipment pursuant to this section at no additional cost to the Company including the cost of timely transport of materials and equipment to site if the need for the work is due to poor workmanship or faulty materials, plant, equipment or process supplied by the Contractor or due to the use of materials or equipment not in accordance with the Contract or specifications or due to neglect or failure of the Contractor to comply with any obligations.

**76.1.8** In case of spare part supplied under the Contract the Contractor shall be fully responsible during the warranty period for the correctness of the parts and their proper fitment to the machine for which the same are ordered. The Contractor shall replace such parts which may require replacement under the warranty clause free of the cost to the Company within the shortest possible time. In case of supply of plant, machinery and equipment, the Contractor shall use its best endeavors to ensure that vendor will supply spare parts as and when required for an agreed period. the agreed basis would be:

- a) Agreed discount to be given on the published catalogue price.
- b) Before going out of production for spare parts vendor should give adequate advance notice to the company so that the company may decide on procurement of the balance of the lifetime requirement of spares.

**76.1.9** During the guarantee period if the Contractor is requested by the Company to visit the offshore site for checking and carrying out remedial work of facilities and equipment, all expenses towards personnel, traveling to and from the site, living and accommodation etc. while in India for remedial works shall be borne by the Contractor unless such defects are caused by the Company or Company's agents/other contractors.

**76.1.10** No warranty other than what is mentioned in 6.1.1 to 6.1.8 expressed or implied is made by Contractor and all such warranties are hereby specifically excluded. Company specifically waives any right to assert such claims for any other warranties not provided for in this "Section 6" irrespective of the basis for such claims.

**76.1.11** The above warranty condition shall not apply for the part of the works in the event that the structures/ facilities have been modified without consent of the Contractor and/or equipment have been used/operated by the Company disregarding operating instructions provided by the Contractor and/or equipment manufacturer.



**76.1.12** Contractor agrees to furnish a warranty for the painting for Jackets and Decks along with top side facilities (inclusive of all the Decks and equipment installed) for a period of 36 (Thirty-six) months from the date of expiry of initial warranty period for the Works. Other terms and conditions for the warranty shall be governed as per the above clauses 76.1.1 to 76.1.11.

Contractor agrees to furnish Performance Security / Security deposit in the form of NEFT/RTGS/Electronic fund transfer to designated account of OIL# or in lieu thereof Bank guarantee for USD 1.0 Million valid for 36 + 2 months i.e. 38 months to cover the above warranty period.

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

## **76.2 Consequential Damages**

**76.2.1** Subject to provisions of LD clause 76.4 neither the Contractor nor his sub-contractor shall be responsible for or liable to the Company or any of their affiliates for consequential damages which shall include but not be limited to loss of profits, loss of revenue, loss or escape of product (hydrocarbons) or facilities downtime, suffered by the Company or any of its affiliates, and the Company shall protect, defend, indemnify and hold harmless the Contractor and his sub-contractors from such claims even if such liability is based or claimed to be based upon:

i) Any breach by the Contractor or sub-contractor of his obligations under the Contract.

OR

ii) Any negligent act or omission in whole or in part, of the Contractor or of any of his affiliates or Sub-contractor or their personnel or any of them in connection with the performance of the Works.

**76.2.2** The Company or its other contractors or their personnel shall in no event be responsible for or liable to the Contractor or his Sub-contractor for consequential damages suffered by the contractor or his sub-contractor including without limitation to business interruption or loss of profits etc. The Contractor shall protect, defend, indemnify the Company, its employees, appointed representatives, agents and other Contractors, etc., from such claims even if such liability is based or claimed to be used upon:

i) Any breach by the Company of its obligations under the Contract,

OR

ii) Any negligent act or omission on the part of the Company or any of its employees, agents or other Contractors or appointed representatives in connection with the performance of the Works.

## **76.3 Completion**

**76.3.1** The scheduled completion date for works pertaining to all facilities described in the bidding documents shall be as under:



Sl. No.	Activities (East Part & West part)	Completion Dates
1	Completion of Well Head Platform Jacket Installation(s) and release for drilling	28 Feb 2025
2	Installation of Wellhead Platform(s) Topsides Installation	31 Jan 2026
3	Start-up- and PGTR completion	31 March 2026

**The bidder shall develop a detailed project schedule to accomplish above completion date and submit it along with their offer.**

**Pertinent note:** Bidder to note that, Bidder's scope shall include fabrication, load out, transportation and installation of Temporary deck (purpose built) to facilitate Drilling Rig Operation for both well head platforms. Before permanent deck installation, the bidder shall remove this temporary deck from the Jacket and take back to their yard. The used temporary deck shall be absorbed by the bidder and shall quote accordingly.

**76.3.2** Contractor agrees that time shall be the essence of the Contract and subject to any requirement(s) in the Contract Specifications as to the time of completion of any part(s) / stages of activity(ies) of the Works before completion of the whole of the Works, the whole of the Works shall be completed within the Scheduled Completion date as mentioned above or the extended date (as may be extended as per provisions of the Contract) of completion of the Works.

Notwithstanding the above provisions, the Company reserves in itself the right, if the exigencies of the project under consideration so required, to phase out the completion of any part of the Works by mutual agreement.

#### **76.4 Liquidated Damages (LD)**

Time is the essence of the contract. If the Contractor fails to complete the entire specified Work by the scheduled completion Date as brought out as per clause 76.3.1, OIL may without prejudice to any other right or remedy available to it as under the Contract or Law:

(i) Recover from the Contractor as ascertained and agreed liquidated damages and not by way of penalty:

a) In case of delay in submission of planning package from the stipulated completion date (Cl no. 76.9.1) a sum equivalent to ½% (half percent) of the total contract price per week subject to a maximum of 10% of the total contract price shall be levied as LD.

b) In case of delay in completion of any 2 Well Head Platforms jackets, a sum equivalent to ½% (half percent) of the total contract price of respective Well Head Platform jackets for each week of delay occurred or part thereof beyond the scheduled completion date, i.e., 28 Feb 2025 for both East and West platforms, subject to a maximum of 10% of the total Contract Price of respective Well Head Platform, arrived on the basis of weight factors provided in **Appendix-A6** (Price Schedule), even though Company may accept the delay in completion after the expiry of the Scheduled



Completion Date for Well Head Platform(s).

c) In case of delay in completion of any 2 Well Head Platforms Topside installation, a sum equivalent to ½% (half percent) of the total contract price of respective Well Head Platform Topsides for each week of delay occurred or part thereof beyond the scheduled completion date, i.e., 31 Jan 2026 for both East and West platforms, subject to a maximum of 10% of the total Contract Price of respective Well Head Platform, arrived on the basis of weight factors provided in **Appendix A-6** (Price Schedule), even though Company may accept the delay in completion after the expiry of the Scheduled Completion Date for Well Head Platform(s).

d) However, if Contractor has completed certain part of the work within the Scheduled Completion Date for Well Head Platform jackets & topsides and the said part is ready for use and is accepted by Company pursuant to clause No. 76.3.1, then in that event, Liquidated Damages shall be leviable only on the Contract Price for the balance work remaining incomplete, as per weight factors provided in **Appendix-A10** (Milestone Payment Formula), as on the Scheduled Completion Date for well head platform(s).

e) In case of delay in startup / PGTR completion of the project, a sum equivalent to ½% (half percent) of the total contract price for each week of delay occurred or part thereof beyond the scheduled completion date of 31 March 2026 for both East and West platforms, subject to a maximum of 10% of the total Contract Price of balance activities excluding a), b) and d) above, arrived on the basis of weight factors provided in **Appendix-A-6** (Price Schedule), even though Company may accept the delay in completion after the expiry of the Scheduled Completion Date for balance activities.

f) However, if Contractor has completed any activity within the Scheduled Completion Date and the said activity is accepted by Company, then in that event, Liquidated Damages shall be leviable only on the Contract Price for the balance activities remaining incomplete, as per weight factors provided in **Appendix-10** (Milestone Payment Formula), as on the Scheduled Completion Date.

Notes:

- Notwithstanding the forgoing, the Maximum Liquidated Damages for a), b) and (d) shall not exceed 10% (ten percent) of the contract price.
- The cost for respective items shall be derived from Appendix A-6 to the Price Schedule for the purpose of estimation of applicable LD.

AND / OR

(ii) Terminate the Contract or a portion or part of the Work thereof. Company shall give 15 days' notice to the contractor of its intention to terminate the Contract and shall so terminate the contract unless during the 15 days' notice period, the Contractor initiates remedial action acceptable to OIL.

In case the Contractor is unable to complete the work by the schedule completion date, it may request OIL before expiry of the scheduled completion date, to allow further time for performance of the contract indicating its willingness to pay the LD amount as agreed at (i) above. OIL may at its discretion allow further time as requested by the Contractor with or without levy of LD.



The parties agree that the amount of LD provided herein is a genuine pre-estimate of the loss / damage which will be suffered on account of delay on the part of the Contractor and the said amount shall be payable on demand without there being any proof of the actual loss or damage caused by such delay / breach.

## **76.5 Design, Patents and Royalties**

If any materials used or methods or processes practiced or employed in the course of execution of Work or otherwise for adopting the material to conform with the requirements of the Contract is/are covered by a patent 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. The Contractor shall keep the Company indemnified from / against any and all damages, demands, losses, costs and expenses that Company may suffer as a result of any infringement or alleged infringement of any patent, registered design, trademark, copy right or other intellectual property right registered or otherwise by reason of claims, actions, demands and proceedings whatsoever brought or made against the Company on the basis of any patent or infringement thereof claimed or otherwise relating to and arising from any method or process employed or matter or thing done to or in connection with any Work executed by the Contractor under the Contract and the Contractor shall, at his own risk and expenses, defend any suit for infringement of patent or like suit brought against the Company (whether with or without the Contractor being a party thereto) and shall pay any damages and costs awarded in such suit and keep the Company indemnified from and against all costs and other consequences thereof.

## **76.6 RISK DISTRIBUTION**

### **76.6.1 Transfer of Ownership**

**76.6.1.1** Ownership of materials shall be transferred to the Company upon the date of issuance of certificate towards part completion or completion and acceptance of works.

**76.6.1.2** Ownership of the construction Equipment used by the Contractor and its sub-contractors in connection with the Works shall remain with the Contractor and its sub-contractors.

### **76.6.2 Unforeseen Conditions**

If, during pre-construction/pre-installation survey the Contractor observes that the Site conditions are at variance to what has been provided in the Contract, the time and cost effect shall thereupon be governed by clause 61.0.

## **76.7 VARIATION IN CONTRACT ELEMENTS**

### **76.7.1 Alteration/Variation**

#### **76.7.1.1.1 Change Order**

Subject to provisions of Clause 60.1.1, a change order will be initiated only in case:

- (i) The Company directs in writing the Contractor to include any addition or deletion to the scope of work.
- (ii) Contractor requests to delete any part of the Work which will not adversely affect



the operational capabilities of the facilities and if the deletions proposed are agreed to by the Company.

- (iii) The Company directs in writing the Contractor to incorporate changes or additions to the Design Criteria requirements covered in the Contract.
- (iv) Any other contractual change leading to cost benefit as per contract terms (negative change order).

76.7.1.1.2 Any changes required by the Company over and above the minimum requirements given in the specifications and drawings etc. included in the Bidding Documents before giving its approval to detailed design or engineering for complying with design criteria and changes required to ensure systems compatibility and reliability for safe (As per codes, standards and recommended practices referred in the Bidding Documents) and trouble free operation shall not be construed to be change in the Scope of the Work under the Contract.

76.7.1.1.3 In case any item / equipment / component / part specified in the scope of work is substituted by another item / equipment / component / part of the same category, such change due to obsolescence / non-availability/no response received from vendors / manufacturers of such items/equipment /component / part shall be considered as a change order where value shall be determined based on the differential cost implication, provided that such changes are authorized /approved by the Company.

76.7.1.1.4 i) Any change order as stated in clause 76.7.1.1.1 comprising an alteration which involves change in the cost of the Works (which sort of alteration is hereinafter called a "Variation") shall be the subject of an amendment to the Contract by way of an increase or decrease in the Contract price and adjustment of the construction schedule if any.

ii) If the Contract provides applicable rates in accordance with **Appendix A-6** of the Contractor for the valuation of the variation in question the Contract price shall subject to clause 76.7.1.1.4 (iii) be increased or decreased in accordance with those rates.

iii) If parties agree that the Contract does not contain applicable rates or that the said rates are inappropriate or the said rates are not precisely applicable to the variation in question, 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 Company in writing.

76.7.1.1.5 If there is a difference of opinion between the Contractor and Company's Representative whether a particular Work or part of the Work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in the contract.

76.7.1.1.6 Within ten (10) working days of receiving the comments from the Company on the drawings, specification, purchase requisitions and other documents submitted by the Contractor for approval, the Contractor shall respond in writing which item(s) of the Comments is/are potential changes(s) in the Scope of Work covered in the Contract and shall advise a date by which change order (if applicable) will be submitted to the Company.

(a) If proposed change order involves purchase of material than prior to finalizing purchase, the contractor should provide at least 3 offers in respect of the material proposed to be procured for approval of OIL. In case less than 3 offers are provided,



adequate justifications shall be given as to what are the reasons for the same.

#### **76.7.1.2 Variation of Quantities**

76.7.1.2.1 The quantities of work stated in the Form of Schedule of Rates do not form part of the Contract and the Company shall not be liable for any increase or decrease in the actual quantities of work performed (notwithstanding the percentage of such increase or decrease), nor shall such increase or decrease in the actual quantities form the basis of any alteration of rates quoted and accepted or in the quoted price or for any claim for additional compensation, damages or loss or profits or otherwise, with the intent that the Contractor shall notwithstanding the quantities mentioned in the Form of Schedule of Rates only be entitled to payment in respect of actual quantities of work performed in terms of the Contract and measured in the Final Measurements, notwithstanding the percentage of increase or shortfall in such quantities and notwithstanding that the total contract value for the completed works on finalization of all dues to the Contractor under the Contract shall be less than the total Contract Value as specified for the purpose of Security Deposit in the Acceptance of Tender.

76.7.1.2.2 The written advice to this effect shall if so required be issued by the Company up to 8 (eight) weeks prior to the due date of supply of such plants / equipment / material to the Contractor as may be specified in the PERT chart to be agreed. In case of increase in quantity, the Contractor agrees to carry out such additional quantity of work at the rate and terms and conditions as provided in the Contract except for the appropriate extension of time to be allowed for obtaining delivery of such extra equipment. In case of decrease in quantities the Contractor shall give a reduction in price at the rate given in the Contract corresponding to decrease of quantity. In case applicable unit rates for the increase /decrease in plants / material /equipment are not available in the Contract, then such variation in quantities shall constitute a change order and the rates as may be mutually agreed shall apply. Contractor shall not be entitled to any claim by way of change of price, damages, losses, etc. Contractor shall be compensated at actual for any cancellation charges provided the claim is duly supported by documentary evidence of having incurred cancellation charges, which results from Company's action in reducing / canceling Scope of work.

76.7.1.2.3 In case of variation of quantities during the execution of the contract for executing the contracted scope of work and if unit rates for such items are available in the contract, then such variation in quantity shall not be considered as change order and the Company shall have the option to increase or decrease the quantities of such items.

76.7.1.2.4 All new / fresh works or any additional work not appearing in the scope of work defined in the contract shall be considered as change orders.

#### **76.7.1.2.5 Change Order Evaluation Methodology for Offshore works**

The change order proposals / claims submitted by the Contractor shall be evaluated based on Company's change order costing methodology. Costs on elements like Project Management, Detailed Engineering, Fabrication, transportation, Installation, Hook Up, Commissioning, Taxes & Duties etc., as applicable, if accepted by Company, shall be calculated based on Company's costing methodology as detailed below:



**Positive Change Order:**

<b>Sl. No.</b>	<b>Cost Component</b>	<b>Methodology</b>
(i)	Material cost	Based on MTO pertaining to the change order verified by TPI/CA / Company / Consultant representative and Invoices establishing procurement cost of item, duly verified by Company. In case material is delivered ex-works, 4% will be added to arrive at CIF cost. In case of Air freight actual freight cost will be considered based on documentary evidence.
(ii)	Project Management	Nil.
(iii)	Survey	The cost of survey shall be based on the actual no. of man days or barge days as applicable, for survey certified by Company / Company authorized representative. The man day rate of engineers shall be as per the monthly rate as provided in the schedule of contract and the barge day rate shall be as per the Contract price schedule.
(iv)	Detailed Engineering	The cost of detailed engineering shall be based on the no. of deliverables verified by Company / Company authorized representative and the rates of Engineering deliverables given in the rental rate schedule of contract. In case, due to change order, existing engineering documents are required to be revised and no new deliverables are required to be generated, the cost shall be based on fixed 20 % of existing deliverable rates given in the unit rate as specified in the schedule of contract. The no. of deliverables requiring change shall be verified by Company / Company authorized representative.
(v)	Fabrication	15% of CIF material cost where onshore / offshore fabrication is involved. For offshore fabrication, barge cost shall not be considered.



Sl. No.	Cost Component	Methodology
(vi)	Offshore transportation (Yard / nearest Port to Offshore)	<ol style="list-style-type: none"><li>1. 15% of CIF material cost in case transported from vendor site to Offshore.</li><li>2. In case separate cargo vessel / supply vessel has been exclusively used for offshore transportation, the cost for transportation shall be worked out based on the offshore deployment of vessel, verified and certified by Company / Company authorized representative and the rate for cargo vessel as per contract.</li></ol> <p>However, before mobilization, Contractor to ensure optimum use of Marine spread deployed with prior intimation to Company and confirmation by Company.</p>
(vii)	Offshore installation/ hook-up and commissioning	<ol style="list-style-type: none"><li>1. Wherever marine spread has been used exclusively for Change order then cost for offshore activities shall be calculated based on the barge days as per DPR duly verified by Company. The Company authorized representative on board of barge/ vessel and barge day rate as per the contract for the actual marine spread deployed. However, before mobilization, Contractor to ensure optimum use of Marine spread deployed with prior Intimation to Company and confirmation by Company.</li><li>2. In case marine support has been used for the work of change order along with the other works, number of barge days will be worked out by multiplying the ratio of persons used for the change order work divided by total person on board on the day of change order executed duly certified by Company / Company authorized representative. The man days shall be pro- rated as per usage for change order work.</li><li>3. Wherever marine support is not required, then this component shall be worked out based on man-hours and equipment deployment duly verified by Company / Company authorized representative and considering rental rates and Man hour rates provided in Contract. The consumables shall be verified by Company / Company authorized representative and cost shall be worked out based on purchase orders/Invoices.</li></ol>



<b>Sl. No.</b>	<b>Cost Component</b>	<b>Methodology</b>
(viii)	% fee	As per contract provisions. However, % fee shall not be applicable on cost components / items wherever rates are available in the contract
(ix)	Taxes and Duties	As per actuals. However input tax credit to be availed by the Contractor and passed on to COMPANY.
(x)	Insurance	As per actuals, if Insurance is taken separately for Change order work. Payment will be made on reimbursement basis.
	Notes:	There shall be no separate claim towards as built documentation.



### Negative Change Order

Sl. No.	Cost Component	Methodology
(i)	Materials	<p>1. Cost benefit due to change in material / item only, then only the difference in material cost shall be considered for arriving at the value of change order. The cost shall be calculated based on verified purchase order/ invoice for the installed material and budgetary quote for the replaced material.</p> <p>In case Contractor fails to provide the cost data as sought above, then in-house cost data will be used.</p> <p>CIF Cost: In case no supporting document is provided by the Contractor, then 4% of ex-works price will be added to arrive at CIF cost.</p> <p>2. Negative change order due to deletion of scope / non execution as per scope.</p> <p>The cost shall be calculated considering the following:</p> <p>Material cost will be based on the estimated MTO and PO / Invoice of same material wherever available. In case the above documents are not available, Budgetary quote provided by the contractor shall be considered.</p> <p>In case contractor fails to provide cost data as sought above then in-house cost data will be used.</p> <p>Manpower / equipment cost will be based on the estimated man hour and equipment reviewed by Company and the cost will be worked out exactly in the same manner as described above for positive change orders.</p> <p>The cost of detailed engineering shall be based on the no. of deliverables verified by Company/ Company authorized representative and the rates of Engineering deliverables given in the rental rate schedule of contract.</p> <p>In case executing the negative change order becomes the necessity as a result of engineering performed for the scope of work as per the contract, no engineering component will be considered for cost benefit.</p>



Sl. No.	Cost Component	Methodology
(ii)	Marine Spread	Wherever marine spread is required for that part of original scope which has now been deleted (negative change order) the cost of the same shall be calculated based on: Marine spread rates as per contract and time for major works shall be based on average time taken by the contractor to perform same work under the Contract. However, if the above data is not available, then, time as per Company's in house data is to be used. Marine spread rate as per contract and time as certified by Company's project group for minor works (for activities not covered under a. above).
	Notes:	In case Contractor does not provide the datum value for negative change order within 30 days of intimation of de-scoping, Company at its own discretion shall withhold an interim amount as deemed fit.

**Notes:**

1. In case COMPANY Chopper and catering services at platform are utilized for positive change order, these shall be provided free of cost.
2. Supporting documents shall be required for all cases except percentage fee.
3. In case of claims where adequate supporting documents have not been provided, rate reasonability for change order claim shall be established with reference as per in house costing methodology, (wherever available/applicable) for change order claims.
4. The requirement of marine support for execution of change order work shall be indicated at the time of taking ceiling limit approval as per Price schedule of the contract. Other conditions for change order claims shall be as per contract condition.

**76.7.1.3 Payment Schedule:**

76.7.1.3.1 The payment schedule for change orders will be linked to individual milestones similar to the manner in which payments are made for normal contracts.

76.7.1.3.2 The payment schedule can only be made after the complete change order has been approved and the negotiations on price for the change order have been completed with the suppliers / contractors.

76.7.1.3.3 In case cumulative change orders cause the final value to increase by more than 15% of initial tender value, then Performance security shall be obtained for higher amount. However, if the change in final value is less than 15%, then further Performance security is not required to be taken.

76.7.1.3.4 Adjustments to the Contract Price



The Contract price as mentioned in Clause 1.2.9 of General Conditions of Contract shall be adjusted for the following variations:

a) Wellhead platforms:

There shall be no adjustment of structural steel tonnage for jacket, piles, conductors, Jacket appurtenances, deck, aids for fabrication, transportation & installation on any ground whatsoever.

b) Submarine & Onshore pipelines: Company has provided single all-inclusive unit rate against each item in the table under item (A) for pipelines 'Unit adjustment rates' in **Appendix A-6** – Proforma for Price Schedule' for both increase and decrease of pipeline length, no. free span corrections and crossings. The all-inclusive unit prices for pipeline length, no. of free span corrections, crossings provided by the Company shall be utilized in computing debits or credits to the appropriate lump-sum amount on the basis of 'as installed' pipeline length, no. of free span corrections and crossings. Adjustment to contract price shall be done for the items for which unit adjustment rates have been provided in the Proforma for Price schedule.

## **76.7.2 Suspension of Work by Company**

**76.7.2.1** The Company may by notice in writing to the Contractor order the contractor to suspend performance of all Works or part of the Works under the Contract. Such notice shall specify all Works or part of the Works of which performance is to be suspended, its effective date and the reasons thereof. The Contractor shall thereupon suspend performance of such Works or part of the Works until ordered in writing to resume such performance by Company.

**76.7.2.2** The Contractor shall during such suspension properly protect and secure the Work so far as is necessary in the opinion of the Company's Representative in accordance with the Contract. During the period of suspension, the Contractor shall not remove from site any material, any part of the plant or any Constructional plant and Equipment without prior written consent of the Company. If the Contractor's performance on all Works or part of Work is suspended pursuant to this Clause, then the time for completion of the Works shall be extended and additional cost incurred by the Contractor in giving effect to the Company's Representative instructions under this Clause shall be borne and paid by the Company unless the suspension is:

- i) Otherwise provided for in the Contract.
- OR
- ii) Necessary by reason of some default or breach of the contract on the Part of the Contractor.
  - iii) Necessary for the proper performance of the Work in accordance with the Contract.
  - iv) Necessary for the safety of the Works or any part thereof in so far as such necessity does not arise from any act of defaults by the Company or Company's Representative or any other property of the Company directly or indirectly relating to the Works for reasons not attributable to Company.

**76.7.2.3** For the purpose of calculating costs incurred by the Contractor during the suspension of Work as mentioned above, day rate or rental rate schedules specified in the Contract shall be applied and details of the Contractor's spread affected by such suspension pursuant to this clause be recorded and submitted to the Company. If the



progress of the Works or any part thereof is suspended at offshore site for a period(s) in excess of 90 days in aggregate on the written order of the Company's Representative otherwise than by reasons given in (i) through (iv) above and if permission to resume Work is not given by the Company's Representative, then at any time there after and provided that at that time such performance is still suspended, the Contractor may give a written notice to the Company's Representative requiring that the Company within 7 days of receipt of the notice either order the resumption of the Works or that part thereof in regard to which progress is suspended and if such order or resumption is not granted within that time, the Contractor by a further written notice so served may elect to treat the suspension where it affects a party only of the works as a deletion of such part in accordance with Clause 76.7.1 of SCC hereof or where it affects the whole of the Works as termination of the Contract by the Company. If the Contractor opts to terminate the Work or part of the Work upon such termination the provisions of GCC & SCC shall apply.

**76.7.2.4** In the event that Company suspends the progress of Work for any reason not attributable to Contractor for a period in excess of 30 days in aggregate, rendering Contractor to extend his performance guarantee then Company shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the international banking procedures subject to Contractor producing the requisite evidence from the bank concerned.

## **76.8 Health, Safety and Environment**

### **76.8.1 Health, Safety & Environment (HSE) Compliance**

a. The Contractor shall comply with the HSE requirements detailed in GCC and elsewhere in bidding documents. The Contractor shall also be responsible to comply with code requirements of International Maritime Organization (IMO), International Convention of Safety of Life at Sea (SOLAS), Occupational Safety & Health Administration (OSHA), ISO -14000 series, American Petroleum Institute (API) RP-14A, 14B, 14C, 14D, 14E, 14F, 14G, 14H, 14J, and other international practices. In case of conflict between the requirements of the various specifications and/or the requirements specified in the bid document, the more stringent requirement shall be followed.

b. During installation, hook-up, pre-commissioning, start up and commissioning of new platforms and modification works on existing platforms, Contractor shall ensure compliance of various activities related to Safety, Health & Environment as per applicable codes and submit the compliance report.

c. Contractor shall conduct a Safety Studies Methodology which shall be completed and submitted to Company within 30 days of Contract Award. Further, the Contractor shall implement the findings of the Safety Studies without impact on Schedule or Contract Price.

d. Doctor on Board: Contractor should also mobilize minimum MBBS qualified allopathic medical practitioner on board whose service should available at all time.

### **76.8.2 Safety/Fire Protection**

Contractor shall take all necessary measures to protect the work and Workmen against accidents and occupational disease. They shall observe and comply with all Governmental safety regulations as well as Company's and accepted industry safety practices as required for this work.



**76.8.2.1** The Contractor will be required to demonstrate that:

- (i) The management systems and the installation are adequate to ensure that the design and the operation of the installation and the equipment are safe.
- (ii) The potential hazards of the installation and the risks to personnel and environment have been identified and appropriate controls provided.
- (iii) Adequate provision is made for ensuring, in the event of a major emergency affecting the installation, the safe evacuation and rescue of personnel.
- (iv) The statutory and Company requirements relating to safety and pollution control measures are complied with.
- (v) Safety Officer On each barge, a safety officer adequately trained and having a certificate from reputed institute should be available.

### **76.8.3 Rules and Regulations**

The contractor shall observe national and local laws, ordinances, rules and regulations pertaining to the Works and shall be responsible for extra costs arising from violations of same.

The Contractor shall not do any exploratory excavations, including drilling/boreholes, without the previous written permission of the Company's Representative.

### **76.8.4 Watching and Lighting**

The Contractor shall, in connection with the Works provide and maintain at his own cost all lights, guards, fencing, buoys, navigation lights, markers and watching when and where necessary or required by the Company for the protection of the Works or for the safety and convenience of the Public or others.

### **76.8.5 Safety Audits**

**76.8.5.1** Contractor shall within 30 days of commencement of Contract and also once every three months thereafter submit a safety report as per **Appendix-C1** attached to the head of the Safety and Environment Management of the Company at Kakinada with a copy to the Project Coordinator.

**76.8.5.2** In the event of any accident or dangerous occurrence the Contractor shall forthwith send a notice of accident in the proforma at **Appendix-C2** to the head of the Safety and Environment Management of the Company at Kakinada with a copy to the Project Coordinator.

Contractor shall maintain a record of the relevant statutory and Company requirements relating to safety and pollution control measures and compliance.

The Contractor shall be responsible for following the proper procedures, as outlined below, in reporting accidents or incidence.

The Company's Safety Engineer located in Kakinada will be immediately notified by



fastest means possible (Radio) of any accident which involves the following:

- a) Death from any cause whatsoever.
- b) A fractured skull, pelvis, arm, thigh or spine, forearm or leg.
- c) A dislocated shoulder.
- d) The amputation of an arm or hand, or of one or more fingers of the same hand, or of a leg or a foot.
- e) The loss of sight of an eye.
- f) Any other serious bodily injury, including internal bleeding or burns or asphyxia where such injury is likely to endanger life, cause permanent incapacity, or temporary incapacity of 5 days or more.
- g) In case of death, the Contractor shall be responsible for immediately notifying the nearest Indian police so that they can make the proper investigation in accordance with the law.
- h) Also, in case of death, the Contractor shall immediately notify the Labor Officer of the Federal Ministry of the area in which the death occurred.

#### **76.8.6 Safety Procedure**

Contractors should submit a safety procedure prior to start of the offshore activities for Company review. The procedure should include the safety measures to be taken during offshore work, firefighting / safety equipment available at barge which will be provided to platform in case of any emergency, number of safety / fire officers and their role, periodical exercise on awareness of workers towards safety. Familiarization of workers with safety equipment, teams for firefighting etc. In case of any emergency, Contractor should immediately mobilize all resources to combat the emergency and coordinate with Company suitably.

Contractor should ensure that all the contractor's personnel being deployed at Offshore shall have to undergo following trainings: -

1. Basic Sea Survival.
2. Elementary First Aid.
3. Fire Fighting.
4. Helicopter Under Water Escape training (if going by helicopter)

In case of any accident at offshore causing injury to personnel, Contractor shall inform Company's Representative immediately. The contractor shall also arrange for pickup and immediate medical attention for the injured personnel.

#### **76.8.6.1 Anchor Handling Procedure**

Contractor shall ensure the following prior to start of the offshore activities.

- a. Contractor to source updated data for existing pipeline and sub-sea installation for areas / fields pertaining to the scope of work of the respective Contractors.



- b. Contractors are required to submit the proposed anchor patterns of the Barges along with catenary calculations etc. based on Mooring analysis, to the Company in advance of the deployment of marine spread, for necessary approval. The Contractors shall also mark the entry and exit points, 'Safe Parking' & 'No Parking' Zones in their Fields of operation, and near all Platforms / Process Complexes in their anchor patterns proposal, for approval of Company.
- c. The minimum anchor wire length of Hook-Up Barges shall be 1000 meters to enable them to lay longer anchor line.
- d. Deployment of DP [Dynamic Positioning] diving support vessels for specific operations only, such as riser clamps, crossings, free- span corrections etc. excluding 'Riser Installation'. Deployment to be decided by Company on a Case-by-Case basis.
- e. Deployment of anchors for Derrick and Hook-Up Barges with DP [Damage Prevention] Buoy to maintain a clear gap of a minimum 10 meters between sub-sea installation (pipelines/ pipeline appurtenance/ cables) and anchor wire. In exceptional cases, a joint decision shall be taken by the Marine Survey Group, Project Group and the Representatives of the Contractor, on a Case-by-Case basis.
- f. Weather anchor of Barges should be of a higher capacity anchor than the other anchors of the Barge or an additional Piggy-back Anchor to be used. Decision for deployment of Piggy-back anchors shall be taken jointly by the Marine survey Group, Project Group and the Contractor. In bad weather, AHT (Anchor Handling Tug) to be connected to the tow line of barge to reduce the load on the anchors and to mitigate any possible drag on the anchors. [All Barges would therefore have a piggy-back anchor when sail to offshore].
- g. Original HHP [High holding power] Delta Flipper Anchors to be used, on all the barges.
- h. Anchor plots indicating movement if any, to be submitted by the Contractors to COMPANY on a weekly basis for all vessels deployed by them offshore.
- i. The latest technology for survey equipment, i.e. Multi beam Echo Sounder, Pipe line Profiler, Magnetometer, Side Scan Sonar etc. are to be used for Pre-engineering/ Pre-installation survey. The survey should cover the entire safe / clearance area of proposed anchor drop of the Barge for each anchor. The survey reports should also be handed over to the Company along with Anchor Patterns Proposal, for necessary approval.
- j. DGPS (Differential Global Positioning System) & BMS (Barge Management System) to be available and fully operational at the Barge. The System to be calibrated prior to commencement of setting-up on location. Independent Primary & Secondary Positioning Systems to be used concurrently. The Anchor position will be checked at frequent intervals to monitor any drag.
- k. Immediately after laying of the pipelines, the 'As-laid data' [alignment details] be communicated by Contractors [progressively as and when the lines are laid] to Company on a weekly basis, during the Interface Meetings.



- l. Contractors shall be prepared for barge deployment with crossing of anchors in case more than one barge is required to be deployed at any location. The decision shall be taken jointly by the Marine survey Group, Project group and the Contractor, after carefully examining the catenary calculations of the interfering anchor wires of the subject Barges.
  - m. Anchor plots in case of pipe laying barges shall be prepared considering all subsea pipelines, wellheads, PLEMs & Manifolds, SSIVs and other subsea assets; to be submitted for the total route of the Pipeline.
  - n. To avoid dragging of Anchors, upon completion of running all anchors, pre-tension the same in excess of the expected maximum tension needs to be carried out for all the anchors as a Proof Test, as per relevant codes. Anchor line tensions will be constantly monitored at the barge tower to alert for any drag.
  - o. Complete retrieval of the anchors on to the Barge deck be made during intra/inter -field movement. For Pipe lay barges also, the anchors should be fully retrieved on the decks of the Barges / AHTs during shifting / repositioning of Anchors.
  - p. Complete retrieval of the anchors on to the Barge deck be made during intra/inter -field movement. For Pipe lay barges also, the anchors should be fully retrieved on the decks of the Barges / AHTs during shifting / repositioning of Anchors.
  - q. The following clearance is required to be maintained for the anchor from the Pipelines / other subsea assets-
    - 1) When anchor line is perpendicular to a pipeline:
      - i. 150 meters along the line of pull, in the direction of pull and
      - ii. 50 meters opposite to the direction of pull.
    - 2) When anchor line is adjacent / parallel to two pipelines:

80 meters on either sides of the anchor.
- In case this minimum clearance is not becoming feasible, a joint decision shall be taken by the Marine Survey Group, Project Group and the Contractor after careful examination of all safety aspects.
- r. Holding capacity test, Periodical in position survey, Post Installation Survey and Post retrieval survey to be carried out in respect of all anchors, to ensure that subsea pipelines and assets are safe.
  - s. Installation of Mooring Buoy capable of handling barges in future process complex, to be taken up by Company
  - t. Pre-setting of the Anchors for Pipe lay and Construction / Hook-up Barges in congested fields on a Case-by-Case basis, to be taken up by Company.
  - u. Sub-sea installation like valves, X-mass tree / flanges to have suitable protective cage(s) of adequate strength, preferably of hemispherical shape to avoid damage



from Anchor/ Anchor wire.

- v. Services to be outsourced for review of anchor pattern and onsite monitoring of the Anchors on Barges, wherein qualified persons shall be acting on behalf of the Company as Certified Deck Officers. These outsourcing shall be done through TPI agency. The TPI scope would broadly be:
  - i. One Master Mariner to be stationed at base for review of Anchor Patterns and associated documents, for further approval by Company.
  - ii. Certified Deck Officer will be deployed at each Barge who shall monitor the anchor drops & Barge positioning as per approved Anchor Patterns.
  - iii. Ensure that the anchors are fully retrieved on to Barge / AHT during shifting of anchors.
  - iv. Witness the Holding Capacity Tests, In Position Survey, Post Installation Survey and Post retrieval surveys.
- w. COMPANY will deploy its own TPI agency for review of Anchor patterns and onsite monitoring of anchor.

#### **76.8.7 Hot Work Permits**

Notwithstanding anything contained elsewhere in the Contract, to take up hot work for carrying out the required modification at offshore on existing operating platforms, the contractor shall be fully responsible to design, engineer, procure, supply fabricate, coat wrap (in case of rigid pipeline) transport, install, lay pipeline, pre-commission, test, commission (wherever applicable) making the related area of platform/ worksite gas free, clean and flushing with steam and/or chemicals of the complete system and whatever is necessary. The modification works shall be completed in shortest possible time and in a safe manner. The Company shall issue hot work permits only between dawn to dusk on Contractor's request keeping in view company's production programmes safety requirements and the Contract with the provision that the Company reserves the right to divert the Contractor's activities involved in his work programme.

It is an essential requirement that there shall be no shutdown of the operating platforms unless the situation so demands subject to approval of Company.

The Contractor shall be responsible for devising methods and developing detailed procedure to realize this objective and carry out the modifications in orderly manner. The details and procedures shall be subject to Company's approval.

Contractor shall strictly comply with all safety requirements of Hot work permit during permit duration failing which Company's representative will have the right to stop Hot work and all Cost and time effect thereof shall be to Contractor's account.

Company shall not issue hot work permit at Site when critical activities such as well perforation, production testing, docking in/out of the rig or any other operation during which Contractor's working may be detrimental to the safety of the facilities are being



carried out.

Any delay, rescheduling or interruption of already approved Work programme for modification works, attributable to Company on account of delay in issuing the Hot Work Permit, after the contractor having met the requirement of the hot work permit save for safety reasons of company's facilities and personnel, shall be to Company's account in respect of cost and time effect (if it affects the critical path) as per the provision of the Contract. Company shall be responsible for the shutdown of operating platforms and depressurization of hydrocarbon systems related to the approved shutdown.

All hot works job shall be carried out in presence of the contractor's safety officer, who shall be directly responsible for carrying out the hot work job in a safe and orderly manner.

#### **76.8.8 SAFETY AUDIT BY COMPANY:**

Company may conduct safety Audits at any stage of project execution and before taking over the facilities. The audit shall be based on a protocol that covers elements which can affect the safety during execution or the safe operation of the facilities in the contractor's scope of work. The protocol shall cover documentation, process hazard analysis, fire detection and suppression system, lifesaving appliances and escape routes, operating procedures, pre- startup safety review, safe work practices, safety and shut down devices, management of change, assurances of quality and mechanical integrity, emergency response control investigation of accidents, personnel protective equipment, audit team which could be conducted by the company's personnel or any agency appointed by the Company for the purpose, accord full access to site and provide all relevant information, comply with the observations and recommendations of the audit. An indicative description of the information which may be required to be submitted by the contractor for / during the safety audit is enclosed as per the **Appendix C-3**.

#### **76.8.9 Audit of Barges/Vessels**

Company will carry out Audit of proposed marine spread before their deployment to field. The indicative check list for the audit is attached at **Appendix C -13, C-14**.

Company will also carry out periodical audits of marine spread deployment at offshore during execution of Project.

**76.8.10** The Contractor (all the companies in a consortium or joint venture involved in construction activities) should be required to:

- Have in place a Safety Management System, approved by a recognized, approved authority.
- Prepare a project-specific Safety Plan for each Site, e.g. jacket fabrication site, offshore installation Site, Completion Sites.
- Implement the Safety Plans.
- Ditto the above for Environmental Management



Contractor should submit the above for the approval of the Company considering the requirements for the Safety and Environmental plans for execution of the Work.

#### **76.8.11 Quantitative Risk Analyses (QRA)**

Contractor shall carry out the Quantitative Risk Analyses (QRA) of the complete facilities as per scope of work for integrity and safety of the entire works for its design life including implementing the recommendations of such QRA at all stages of project implementation. Such QRA shall be carried out through an agency of international repute approved by Company. Some of the Company approved agencies are listed below:

1. Agencies as approved by Company
2. LRS
3. Noble Denton

#### **76.8.12 Offshore Pollution Responsibility**

In the performance of any and all services and the Works hereunder by the Contractor or his sub-contractors, the Contractor shall accept full responsibility for compliance with all applicable laws and Governmental orders, rules and regulations as amended from time to time relating to pollution. Contractor and his Sub-contractor(s) shall also comply with any additional provisions as may be notified to the Contractor by the Company. Without in any way limiting the generality of the preceding sentences, it is specifically agreed that the Contractor shall comply with the following:

- a. Solid waste, such as tins, bottles or any form of trash must be transported to shore in appropriate containers.
- b. Solid combustible waste may be burned and the ashes may be disposed of into the sea.
- c. Edible garbage which may be consumed by aquatic life without harm may be disposed of into the sea.
- d. All waste oil and greases shall be placed in containers and taken ashore for disposal. The Contractor shall either curb all areas subject to contamination and connect these to a collecting tank or sump or provide drip pans under any equipment or area where pollutants might logically originate and connect these pans to a sump.
- e. Care will be taken to secure all deck cargo in such a manner as to ensure that the cargo, its covers (plastic or tarpaulins) or its fastenings will not be lost into the sea.

**76.8.12.1** The Contractor agrees to inform himself and his supervisors of such laws, orders and regulations and to make all his employees and the sub-contractors fully cognizant of their responsibilities thereunder.

The Company's Representative may discuss interpretations and applications of the laws, orders and regulations referred above with the Contractor's Representative or



Construction Superintendent, but such discussion shall not in any way relieve the Contractor of his responsibility hereunder. In addition and without in any way limiting, restricting or prejudicing any of the Company's other rights and remedies, whether arising under any other provisions of this Contract or under any rule of law, the Contractor shall:

- i. Clean up and remove any pollution resulting from its non-compliance with the provisions of this section, at his cost and expense; and
- ii. If the Contractor fails to do so, the Company may clean up and remove the pollution in which case the Contractor shall reimburse the Company upon receipt of bill therefore from the Company the cost of such clean up and removal.

Such costs and expenses set forth in (i) and (ii) above shall be subject to the limitations set forth in the following paragraph:

**76.8.12.2** Notwithstanding anything herein to the contrary, Contractor and his Sub-contractors shall have a maximum liability for claims against Contractor for any pollution or contamination of US\$ 500,000/- (United States Dollars Five hundred thousand only) per incident with a maximum aggregate liability of US\$ 1,000,000/- (United States Dollars One million only) irrespective of whether such pollution or contamination arises out of breach of this Contract or the sole negligence of Contractor or his sub-contractors or the unseaworthiness of any vessel owned or operated by Contractor or his sub-Contractors. Company hereby agrees to protect, defend, indemnify and hold Contractor, and sub- contractors free and harmless from and against all claims against Contractor or its sub- contractor exceeding US\$ 500,000/- (United States Dollars Five hundred thousand only) per incident or US\$ 1,000,000/- (United States Dollars One Million only) in the aggregate, which arises out of pollution or contamination caused by the discharge or escape of oil or other pollutants or contaminants in any way sustained or alleged to have been sustained in connection with or by reason of the performance of Work by Contractor or its sub- contractor, howsoever caused including, without limitation, whether caused in whole or in part by the breach by Contractor of its contractual obligations hereunder or by any negligent act or omission in whole or in part of Contractors, its sub-Contractors, or their respective agents or persons deployed by them or due to the unseaworthiness of any vessel owned or operated by Contractor or its sub-Contractors or the defect or deficiency of any equipment owned or operated by Contractor or its sub-contractor. However, the Contractor shall be solely liable for hydrocarbon pollutants emanating directly from Contractor's offshore Constructional Plant and Equipment.

The contractor shall provide relevant information about pollution control of barges and submit the information.

The Contractor shall keep the Company informed as to any such pollution or contamination claims, demands, or suits made against the Contractor involving such claims or demands.

## **76.9 Planning Package and Progress Monitoring**

### **76.9.1 Project Monitoring**

- a) The entire Project Management should be done by using Professional management software like Microsoft Project / Prima Vera or any other established



Project Management Software, considering all the realistic project data, dates and contract stipulated periods of performances. The contractor shall submit his project planning package within 45 days of receipt of NOA. The planning package shall contain all the project milestones to be achieved from date of NOA till proposed date of completion, Billing Break-up etc. The first report shall be Milestone WBS (Milestone WBS should be the first WBS created in the schedule), which shall be reviewed and approved by OIL and would be treated as the 'Base Line Chart' till project completion. No change in the base line chart shall be made without specific consent of company. The first Critical Path generated in the report shall be considered for Project Monitoring.

b) Monthly Monitoring:

Contractor to submit monthly progress report by 5th of every month, wherein any delays in any activities shall be mapped against the base line chart to indicate both the original schedule and present status of project. The charts to indicate original activity time, actual time and variance of each milestone. A commentary to be furnished indicating the reasons for variation of critical path, the critical activities, the reasons thereof and remedial / additional measures proposed to be taken to bring back the project on to the original critical path and any assistance needed by the company. Any hindrances which may affect the work / Critical path may be notified to the company in advance. The status of critical activities which may affect the critical path needs to be identified at least a week in advance and initiate corrective actions under intimation to the company. Any corrective actions by company also needs to be anticipated and informed at least a week in advance to provide sufficient time for corrective actions. The monthly report should also generate using Microsoft Project Professional and other reports like one month look ahead planning (to be submitted along with the current month and should highlight the milestone dates). In the subsequent month, if any of the activity in the look ahead plan could not be achieved; same needs to be highlighted, indicating the reason for the same and remedial action proposed.

Depending upon the constantly ongoing rescheduling of drilling plans, company may due to operational requirements opt for deletion, relocation or change in work locations or configuration. In order to minimize the burden of unnecessary work and extra cost, and to maintain the project schedule, it will be contractor's responsibility to keep company informed at all times of the fabrication progress, particularly as to the expected starting dates for a platform or major component. Any revision in time schedule on account of such changes / decisions by company, to 'be brought out clearly on the Project critical path in the subsequent monthly report.

#### **76.9.2 Rate of Progress**

a) Contractor shall monitor progress of all the activities specified in the program of Works and submit free of cost monthly progress report about various aspects of the Works to the Company as per proforma given in **Appendix - C-7**. The Periodicity of such reports may be changed by the Company on mutual agreement between both parties.

b) Extracts of the progress report to be termed as "Executive Summary" shall be submitted in 02 copies along with 02 copies of the monthly progress report.

All the materials, plant and labor to be provided by the Contractor and the manner and speed of execution and maintenance of the Works are to be in accordance with the Contract. Should the rate of progress of the Works or any part of them at any time falls



behind or is found to be too slow to ensure completion of the Works by the stipulated time or extended time for completion, the Company's Representative shall so notify the Contractor in writing. The Contractor shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the Works by the prescribed time. The Contractor shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Company or Company's rep. that the actual progress of Works does not conform to the approved program the Contractor shall produce at the request of the Company's Representative a revised program showing the modification to the approved program necessary to ensure completion of the Works within the time for completion as defined in Clause 76.3 hereunder.

c) The submission to and approval by the Company or Company's Representative of such program as the furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

In case during execution of Works the progress falls behind schedule, Contractor shall deploy extra manpower, Constructional Plant and Equipment, resources to make up the progress. Program for deployment of extra manpower/Constructional Plant and Equipment resources will be submitted to the Company for its review and approval which approval shall not be unreasonably withheld. All time and cost effect in this respect shall be borne, by the Contractor unless otherwise expressly provided in the contract.

**d) Delay Analysis Report:**

In order to identify project delays during the project execution and take remedial measures to address these delays, Contractor shall carry out project delay/progress analysis, on quarterly basis and submit the report to Company. The delay/progress analysis report shall cover the following minimum information:

- i) Project Activities delayed with respect to Scheduled contract dates, with identification of activities affecting critical path of project.
- ii) Reasons for delay
- iii) Remedial actions are required for arresting the delays and to meet project milestone/completion dates. Activity and time log sheets should be prepared on monthly basis as a part of project scheduling for activities that fall on the critical path of project schedule or likely to fall in critical path. These log sheets shall capture the delay, if any, in completion of activities/tasks and also record the reasons for the delay and to whom (whether OIL or Contractor) such delay is attributed and need to be signed by OIL /OIL authorized representatives and Contractor's representatives. The above log sheets shall be used while preparing the Joint Statement.

Project Delay Analysis report based on the above joint statement shall be jointly discussed and signed between Company and Contractor.

**76.9.3 Construction Photographs/Documentary**

**76.9.3.1** The company desires to have two sets of monthly progress reports with construction photographs showing the progress of fabrication of all major works at Contractor's yard. The company also desires to have complete Video film of all major



components during fabrication, transportation, and installation.

Upon completion of the project, the contractor shall also provide a video film / documentary carrying highlights of Project execution from signing of contract to handing over.

**76.9.3.2** Before utilizing any photographs for publicity, Contractor shall obtain prior approval of Company.

#### **76.10 Original Equipment Manufacturer**

- a) Bidder must furnish the following undertakings from the Original Equipment Manufacturer(s) (OEM), along with his bid
- i) The OEM shall provide the maintenance / service / calibration facilities in India, for all the equipment to be supplied under the contract, if awarded to him by OIL.
  - ii) The bidder shall indicate the source of their bought-out items and also the names of the original equipment/materials manufacturer for the major components. The OEM shall guarantee the 'lifetime supply' (i.e. 7 years in case of electronic equipment / items and 10 years in case of mechanical equipment / items) of spares for all the equipment to be supplied under the contract, if awarded to him by OIL.
  - iii) The OEM undertakes to enter into Annual Maintenance Contract for 'lifetime' (i.e. 7 years in case of electronic equipment/items and 10 years in case of mechanical equipment/items) for all the equipment to be supplied under the contract, if awarded to him by OIL.

In case the OEM declines / fails to honour any of his above commitments, business dealings with such OEM shall be considered for banning from future business dealings.

- b) In LSTK contract, in case of any difficulty in submitting above commitments from any OEMs at the bidding stage, the bidder shall submit his own undertaking to the effect that the undertaking required in sub Para (a) above from those OEM(s) will be furnished at the detailed engineering stage. However, in case successful bidder fails to submit the same at the detailed engineering stage, OIL reserves the rights to cancel the contract, forfeit the Performance Security and take suitable action for banning such bidders from future business dealings with OIL as deemed fit.

**76.11** The Bidder has to design the painting system for all new Platforms (Jacket, Jacket Appurtenances, all decks and its top side facilities) and modification work thereof for minimum of 10 Years paint life. Repair and Touch-up painting of all surfaces / structural members etc. affected during. Execution of work shall be carried out by the Contractor at no extra cost to the Company.

#### **76.12 Time limit for liquidation of punch points.**

After completion of installation of facilities, a joint statement of punch points, shall be prepared. The liquidation of punch points shall be dealt as below:

All punch points should be liquidated within 6 (Six) months (exclusive of monsoon period) from the date of Completion of Work in accordance with the Contract.



The Contractor has to design the painting system for all new Platforms (Jacket, Jacket Appurtenances, all decks and its top side facilities) and modification work thereof for minimum of 10 Years paint life.

Repair and Touch-up painting of all surfaces / structural members etc. affected during Execution of work shall be carried out by the Contractor at no extra cost to the Company.

**77.0** Appendixes A14, A15, A16, B1, B2, B3, B4, C4, C5, C9, C10, C11, C12 are not forming part of this tender. Hence the same are not included in this tender document.

**78.0** The following documents in support of Clause 4.0 of Structural Design Basis-Offshore for EHP & WHP of Volume II – Part B (East & West), Scope of Works are made available in the weblink provided below:

- a) Met ocean Studies Report – Volume 1
- b) Geophysical Results – Volume 3
- c) Preliminary LPA for East
- d) Preliminary LPA for West
- e) “Factual & Interpretative Report on Geophysical and Geotechnical Investigation Surveys for Offshore Block KG/OSDSF/GSKW/2018 “

Weblink to download the above documents:

[https://drive.google.com/drive/folders/1TRkI\\_2SwTIWZr8R69jOmm-gzfaRWgOJT?usp=sharing](https://drive.google.com/drive/folders/1TRkI_2SwTIWZr8R69jOmm-gzfaRWgOJT?usp=sharing)

#### **79.0 INSURANCE:**

The clauses herein will supersede the corresponding clauses under Para 14.0 of GCC:

79.1 Contractor shall require all of his sub-contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage after commencement of agreements with its sub-contractors.

#### **79.2 On account payment to OIL in case of claim**

In case any loss or damage happen and where OIL's interest is involved, Contractor shall take up the claims under the insurances maintained by the Contractor in accordance with the Contract requirements and shall pay the amount recovered from the insurers to the extent applicable to Company's claim towards such loss or damage.

79.3 Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY): Not Applicable

#### **80.0 SUBCONTRACTING / ASSIGNMENT:**

Petty Support Services w.r.t. GCC Clause 24.1 which can be subcontracted with Company's approval are listed below:

- 1) Equipment / Machineries hire / rental services at Fabrication yard
- 2) NDE services at fabrication yard
- 3) Third party Inspection services at Fabrication yard
- 4) Hiring of Transportation barges



- 5) Hiring of Supply Vessels
- 6) Hiring of Survey vessels
- 7) Hiring of Survey Agency (For offshore & Onshore works)
- 8) Hiring of Diving Support Services
- 9) Hiring of ROV services
- 10) Hiring of NDE services at Offshore pipe lay and Installation services
- 11) Hiring of Trenching & back filling agency for Offshore pipeline
- 12) LFP civil works and tie-in works (Offshore / Onshore pipeline)
- 13) Hiring of Pigging / Hydro Testing services for Offshore pipeline
- 14) Field joint coating works for offshore & Onshore pipeline

### **81.0 FORCE MAJEURE:**

The following para appearing in GCC Clause 31.0 is deleted:

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

### **82.0 WITHHOLDING:**

Sub-clause 33.5 of GCC is modified as under:

Failure of Contractor to remove unnecessary debris, residual materials, tools, or machinery mobilized by Contractor.

### **83.0 TERMINATION:**

83.1 Clause 44.7 of GCC is modified as under:

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

83.2 Following additional clauses are included under the Head 'Termination':

83.2.1 The Company may at any time terminate the Contract as per GCC Clause 44.9 by giving the Contractor a notice in writing to that effect. Upon receipt of the Termination Notice the Contractor shall either immediately or upon the date specified in the termination notice:

- a. Cease all further Work, except for such Work as the Company may specify in the Termination Notice for the sole purpose of protecting that part of the Works already executed.
- b. Terminate all sub-contractors except those to be assigned to the Company pursuant to paragraph d) (ii) below.
- c. Remove all Constructional Plant and Equipment from the Site and repatriate the



Contractor's and its Sub-contractor's personnel from the Site, remove from the Site any wreckage and debris of any kind and leave the whole of the Site in a clean and a safe condition.

- d. Subject to the payment specified in clause 83.2.2 below.
  - i) deliver to the Company the parts of the Works executed by the Contractor up to the date of Termination.
  - ii) Assigns to the Company all right, title and benefit of the Contractor to the Works as at the date of Termination, and, as may be required by the Company in any sub-Contract(s) concluded between the Contractor and his sub-contractors and
  - iii) deliver to the Company all drawings, specifications, and other documents prepared by the Contractor or his sub-contractors as at the date of Termination in connection with the Works.

83.2.2 In the event of termination of the Contract under clause 83.2.1 the Company shall pay to the Contractor the following amount:

- a. The Contract price properly attributable to the parts of the Works executed by the Contractor in accordance with the Contract as at the date of Termination.
- b. The costs incurred by the Contractor in protecting the Works pursuant to paragraph (a) of clause 83.2.1 above as mutually agreed.
- c. Reasonable demobilization charges as may be ascertained by the Company if Contractor has Constructional Plant and Equipment at offshore site at the time the termination becomes effective.
- d. Cost of any materials or equipment already purchased and/or ordered by the Contractor, the delivery of which the Contractor must accept, such materials or equipment will become property of the Company upon payment by the Company of the actual Cost of the materials or equipment.
- e. All reasonable cost of cancelling / terminating any subcontract(s)
- f. All reasonable cost on cancellation or orders for material, etc., which the Contractor may have committed for the project.

83.2.3 There shall be no liability for the Company to compensate the Contractor for loss of work or loss of profits or any other claim of similar nature on account of Termination.

**(END OF SECTION-III, PART-3)**



**PART-3**

**SECTION-IV**

**SCHEDULE OF RATES (SOR)**

**REFER APPENDIX A-6 FOR PRICE SCHEDULE**

**REFER APPENDIX A-10 FOR MILESTONE PAYMENT**

***(END OF SECTION-IV, PART-3)***

***(END OF PART-3)***



**PROFORMA-A**

**LIST OF ITEMS (EQUIPMENT, TOOLS, ACCESSORIES, SPARES & CONSUMABLE)  
TO BE IMPORTED IN CONNECTION WITH EXECUTION  
OF THE CONTRACT SHOWING CIF VALUE**

Sl. No.	Item Description	Qty / Unit	Rate	Total	Freight & Insurance	CIF Value	Port & other charge	Landed Cost	Is it re-exportable ? YES or NO	Year of Mfg.	HSN Code
A	B	C	D	E = CxD	F	G = F+E	H	I = G+H	J	K	L
1											
2											
3											
4											
5											

**(1) The items which are not of consumable in nature and required to be re-exported outside India after completion of the Contract should be indicated as "YES" in column "J".**

**(2) The items, which are of consumable in nature should be indicated as "NO" in column "J".**

**(3) For estimation of applicable customs duty, the Bidders are required to indicate customs tariff code (i.e., HSN Code) of each item in column "L".**

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

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

**Seal of the Bidder:**

**(End of Proforma-A)**



**PROFORMA-B**

**Formats for LSTK Contract for Platforms and pipelines enclosed as Appendix-A6  
under Notes & Attachments Tab in OIL's e-Portal**

**(End of Proforma-B)**



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

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:

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

**Authorized 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 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.

**(End of Proforma-C)**



**FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)**

To:  
M/s. OIL INDIA LIMITED,  
KG Basin Project, Kakinada  
Andhra Pradesh

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 (Name of Bank) .....of (Name of country) .....  
having our registered office at..... (hereinafter called "the Bank") 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 -----day of -----

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

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

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:



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

Notwithstanding anything contained herein:

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

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

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

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Witness: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

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



**CONTRACT FORM**

This Contract 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 and Project Office at D No. 11-4-7(3rd Floor), Nookalamma Temple Street, Ramaraopeta, Kakinada-533004, Andhra Pradesh hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s \_\_\_\_\_ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

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

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

WHEREAS, Company had issued a firm Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against Company's IFB No. \_\_\_\_\_.

WHEREAS, Contractor accepted the above Letter of Award vide----- and submitted Performance Bank Guarantee No. ----- Dated----- valid till----- issued by -----(Bank's name with detailed address) for an amount of -----.

All these aforesaid documents shall be deemed to form and be read and construed as part of this Contract. However, should there be any dispute arising out of interpretation of this Contract in regard to the terms and conditions with those mentioned in Company's Tender document and subsequent letters including the Letter of Award and Contractor's Offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the Contract shall be authorized solely by an amendment to the Contract executed in the same manner as this Contract.

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

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General 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 Contract viz.:

a) Section-I indicating the General Conditions of Contract;



- b) Section-II indicating the Terms of Reference;
- c) Section-III indicating the Special Conditions of Contract;
- d) Section-IV indicating the Schedule of Rates.
- e) Integrity Pact
- f) Letter of Award
- g) Performance Security

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 Kakinada as of the date shown above.

Signed, Sealed and Delivered,

for and on behalf of Company  
(M/s. 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.



**PROFORMA LETTER OF AUTHORITY**

To:

Oil India Ltd.,  
KG Project, Kakinada-533004,  
Andhra Pradesh

Sir,

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

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

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

Yours Faithfully,

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

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

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

**Seal of the Bidder:**

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

**(End of Proforma-F)**



**AUTHORISATION FOR ATTENDING BID OPENING**

TO,

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

Oil India Ltd.,  
KG Project, Kakinada-533004,  
Andhra Pradesh

Sir,

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

We authorize Mr. /Mrs. \_\_\_\_\_ (Name and address) to be present at the time of opening of the above IFB due on \_\_\_\_\_ at Kakinada on our behalf.

Yours Faithfully,

**Authorized 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.

**(End of Proforma-G)**



**CERTIFICATE OF ANNUAL TURNOVER AND NET WORTH**

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

**TO WHOM IT MAY CONCERN**

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

<b>YEAR</b>	<b>TURN OVER In INR Crores / US\$ Million*</b>	<b>NET WORTH In INR Crores / US\$ Million*</b>	<b>WORKING CAPITAL In INR Crores / US\$ Million*</b>	<b>DEBT-EQUITY RATIO</b>

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

Place:  
Date:  
Seal:

Membership Code:  
Registration No.:  
Signature



**To**

Oil India Ltd.,  
KG Project, Kakinada-533004,  
Andhra Pradesh

**SUB: SAFETY MEASURES FOR TENDER NO. \_\_\_\_\_**

**DESCRIPTION OF WORK/ SERVICE:**

Sir,

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

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

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

- c) Due notice would be given for any change of personnel under item(b) above.
- d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this Contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be **rectified forthwith** or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.
- e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.
- f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)  
Date \_\_\_\_\_

Yours Faithfully

M/s \_\_\_\_\_  
FOR & ON BEHALF OF CONTRACTOR



**PROFORMA-J**

**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:**

The Principal intends to award, under laid down organizational procedures, contract/s for ----- . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s.

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

- (i) No employee of the Principal, personally or through family members, will in connection with the tender for, or during 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.
- (ii) 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.
- (iii) 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 the Chief Vigilance Officers and in addition can initiate disciplinary actions.



## Section: 2 -Commitments of the Bidder/Contractor

(1) The Bidder commits itself to take all measures necessary to prevent corruption. During his participation in the tender process, the Bidder commits himself to observe the following principles:

- (i) The Bidder 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 subsequent contract execution, if awarded.
- (ii) The Bidder 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 cartelization in the bidding process.
- (iii) The Bidder(s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder(s) 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.
- (iv) The Bidder 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.
- (v) Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgressions (s) is/are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression (s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- (vi) The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
- (vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;



- (2) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder 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, for such reason.

1. If the Bidder has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder 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 2 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 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 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) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder can prove and establish that the exclusion



of the Bidder from the tender process has caused no damage or less damage than the amount or the liquidated damages, the Bidder shall compensate the Principal only to the extent of the damage in the amount proved.

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

(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other 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 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.

(2) The Bidder undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder 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/ Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, 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 Independent External Monitor (IEM) for this Pact.

(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 Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder 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 Subcontractors. 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 Bidder. The parties offer the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he 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. 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. However, the Independent External Monitor shall give an opportunity to the bidder to present its case before making its recommendations to the Principal.

(6) 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.

(7) If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

(9) In case of any complaints referred under IP Program, the role of IEMs is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

#### **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. The Arbitration clause 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) In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all



sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.

**(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.

..... <b>For the Principal</b> Sd/- T. Agrawal (Manager-C&P)  Date:  Place:	..... <b>For the Bidder/Contractor</b>  Witness 1: .....  Witness 2: .....
--	---



**PROFORMA-K**

**To,**

Oil India Ltd.,  
KG Project, Kakinada-533004,  
Andhra Pradesh

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

**Sir,**

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

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

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

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

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)



**ON THE OFFICIAL PAD OF THE BIDDER TO BE EXECUTED BY THE AUTHORIZED  
SIGNATORY OF THE BIDDER**

**CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA:**

I ..... the authorized signatory(s) of .....  
(Company or firm name with address) do hereby solemnly affirm and declare /  
undertake as under:

**The balance sheet/Financial Statements for the financial year \_\_\_\_\_  
(as the case may be) has actually not been audited as on the Original Bid Closing  
Date.**

Place: .....

Date: .....

Signature of the authorized signatory

Note: This certificate is to be issued only considering the time required for preparation of Financial Statements i.e., if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date.

**(End of Proforma-L)**



**PROFORMA-M**

**UNDERTAKING BY VENDOR ON SUBMISSION OF PERFORMANCE BANK  
GUARANTEE**

**To,**

Oil India Ltd.,  
KG Project, Kakinada-533004,  
Andhra Pradesh

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

**PBG issuing bank details:**

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

**Declaration:**

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

Authorised Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Vendor Code \_\_\_\_\_  
Email-ID \_\_\_\_\_  
Mobile No. \_\_\_\_\_

Encl: Original performance bank guarantee



**PROFORMA-N**

**PROFORMA FOR UNDERTAKING FROM THIRD PARTY INSPECTION AGENCY**  
**(To be submitted on official letter head)**

**To**

Oil India Ltd.,  
KG Project, Kakinada-533004,  
Andhra Pradesh

Sir,

**SUB: OIL's IFB No.** \_\_\_\_\_

M/s \_\_\_\_\_ having registered office at \_\_\_\_\_  
intend to participate in the above referred tender of OIL INDIA LIMITED.

The tender conditions stipulates that the bidder shall submit documents pertaining to Bid Evaluation Criteria (BEC), duly verified and certified by designated independent Third-Party Inspection Agency.

In this regard, we hereby certify that copies of documents pertaining to Bid Evaluation Criteria (BEC) submitted to us by the bidder, M/s \_\_\_\_\_ have been verified and certified by us with originals and found to be genuine and authentic. We have signed and stamped on the copies of all the verified and certified documents having \_\_\_\_ nos. of pages.

**Note:** In the event of any requirement, OIL reserves the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL.

Thanking you,

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

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



**PROFORMA-O**

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

Ref. No.:

Bank Guarantee No.:

To,  
OIL INDIA LIMITED  
KG BASIN PROJECT  
D. NO. 11-4-7, 3<sup>RD</sup> FLOOR,  
NOOKALAMMAA TEMPLE STREET,  
RAMARAO PETA, KAKINADA 533004  
ANDHRA PRADESH, INDIA

WHEREAS, (Name of Bidder) ..... (hereinafter called “the Bidder”) has submitted their Bid No. .... dated .....for the provision of certain oilfield services (hereinafter called “the Bid”) against OIL INDIA LIMITED, KG BASIN PROJECT, KAKINADA (hereinafter called the “Company”)’s IFB No.....

KNOW ALL MEN by these presents that we (Name of Bank) ..... having our registered office at ..... (hereinafter called “the 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.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/ revises their bid suo moto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable/email), 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 two or all of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (\*\*) and any demand in respect thereof should reach the bank not later than the above date.

SEALED with the common seal of the said Bank this ..... Day of ....., 2024.

SIGNATURE AND SEAL OF THE GUARANTOR.....

Name of Bank & Address.....

Witness .....

Address.....

-----



(Signature, Name and Address)

Date.....

Place.....

---

\* The Bidder should insert the amount of the guarantee in words and figures denominated in the currency of the Company's country or an equivalent amount in a freely convertible currency.

\*\* The Date of Expiry of Bank Guarantee should be minimum 150 days after the bid closing date as stated in the tender document.

The details of the issuing bank and controlling bank are as under:

A. Issuing Bank

1. Full address of the bank:
2. Email address of the bankers:
3. Mobile nos. of the contact persons:

B. Controlling Office

1. Address of the controlling office of the BG issuing banks:
2. Name of the contact persons at the controlling office with their mobile nos. and email address:



**PROFORMA-P**

**BID FORM**

**To:  
Oil India Ltd.,  
KG Project, Kakinada-533004,  
Andhra Pradesh**

**Sub: Tender No. IFB No.: \_\_\_\_\_**

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of \_\_\_\_\_ (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within (\_\_\_\_\_) days/months calculated from the date of issue of Letter of Award (LOA) / Mobilisation Notice.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding \_\_\_\_\_ 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 opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extension to bid validity agreed by us.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your Letter 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 \_\_\_\_\_ 202\_.

Name of the Authorized Signatory: \_\_\_\_\_

Name of the Firm/Service Provider/Bidder: \_\_\_\_\_



**PROFORMA-Q**

**FORM OF PERFORMANCE BANK GUARANTEE FOR ULTIMATE PARENT / SUPPORTING COMPANY**

WHEREAS \_\_\_\_\_ (Name and address of Contractor) (hereinafter called "Contractor", which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) had undertaken, in pursuance of Contract No. \_\_\_\_\_ to execute -----(Brief Description of the Work) (hereinafter called "the Contract").

Further, M/s \_\_\_\_\_ (Name of the ultimate parent) having its registered/head office at \_\_\_\_\_ is the "Ultimate Parent" of "Supporting Company" M/s.....(Name of the supporting company with address)/M/s.....(Name of the Contractor with address, in case experience is taken from the ultimate parent) (hereinafter referred to as the 'SUPPORTING COMPANY' / "ULTIMATE PARENT", which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees). Based on the experience/technical strength of the "Supporting Company" / "Ultimate Parent" (whichever is applicable), the CONTRACTOR has qualified for award of contract and has agreed to provide complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above, entered between OIL and the CONTRACTOR and OIL having agreed that the "ULTIMATE PARENT/SUPPORTING COMPANY", shall furnish to OIL a performance guarantee for Indian Rupees/US\$ ..... towards providing complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above,

AND WHEREAS we have agreed to give the "ULTIMATE PARENT/SUPPORTING COMPANY", such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the "ULTIMATE PARENT/SUPPORTING COMPANY", 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 / ULTIMATE PARENT/SUPPORTING COMPANY before presenting us with the demand.

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

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

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

A. Issuing Bank:



BANK FAX NO:  
BANK EMAIL ID:  
BANK TELEPHONE NO:  
IFSC CODE OF THE BANK:

B. Controlling Office:  
Address of the Controlling Office of the BG issuing Bank:  
Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall is restricted up to Rs.....
- b) This guarantee shall be valid till .....
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (Date of Expiry of BG PLUS one year claim period).

At the end of the claim period that is on or after ..... (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

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

Name of Bank \_\_\_\_\_  
Address \_\_\_\_\_  
Witness \_\_\_\_\_  
Address \_\_\_\_\_

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

Note:  
The Bank Guarantee issuing bank branch must ensure the following:

- (a) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.
- (b) Further correspondence against BG towards Performance Security must contain the Contract Number.



**PROFORMA-R**

**UNDERTAKING TOWARDS PURCHASE PREFERENCE – NOT APPLICABLE**

**To,**

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

**Oil India Ltd.,  
KG Project, Kakinada-533004,  
Andhra Pradesh**

Sir,

**Sub: Oil India Limited's IFB No. \_\_\_\_\_**

We (Name of the bidder) have submitted bid against the subject tender. We are eligible and shall avail benefit of Purchase Preference under the following policy:

Sl. No.	Subject	Tick whichever is applicable
1	PP MSE	
2	PP LC	

Yours faithfully,

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

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

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



**UNDERTAKING FOR LOCAL CONTENT**

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

We, \_\_\_\_\_ (Name of the bidder) have submitted Bid No. \_\_\_\_\_ against Tender No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_ (description of the service).

We hereby undertake that, we meet the mandatory minimum local content requirement as mandated by Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16<sup>th</sup> September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26<sup>th</sup> April 2022 (or any subsequent amendment thereof). The percentage of Local Content in the bid is \_\_\_\_ %.

For and on behalf of \_\_\_\_\_

Authorized signatory \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Contact No. \_\_\_\_\_



**File No: FP-20013/2/2017-FP-PNG-Part (4) (E-41432)**  
**Government of India**  
**Ministry of Petroleum and Natural Gas**  
**(Flagship Programme Cell)**  
\*\*\*\*

Shastri Bhawan, New Delhi  
Dated 26<sup>th</sup> April, 2022

To,

1. Chairman, IOCL
2. C&MD, BPCL/ HPCL/ ONGC/ OIL/ GAIL/ EIL/ Balmer Lawrie
3. Managing Director, MRPL/NRL/CPCL// BCPL/ OVL
4. DG, DGH
5. DG, PPAC
6. Secretary, OIDB
7. ED, PCRA
8. ED, OISD
9. ED, CHT
10. Director, RGIPT
11. Secretary, PNGRB
12. CEO & MD, ISPRL

**Sub: Public Procurement (Preference to Make in India) (PPP-MII) Order, 2017-reg.**

Sir/Madam,

I am directed to refer to this Ministry's letter of even number dated 23.02.2022 regarding Policy to Provide Purchase Preference (linked with local content) (PP-LC) in all Public Sector Undertakings under the Ministry of Petroleum and Natural Gas (MoP&NG) and to say that Public Procurement (Preference to Make in India) Order, 2017 issued by DPIIT and as amended time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG; Joint Ventures that have 51% or more equity by one or more Public Sector Undertakings under MoP&NG; attached and subordinate offices of MoPNG w.e.f. 01.04.2022.

2. Moreover, as per para 14 of the PPP-MII Order, the following modifications in the order shall be applicable on the procuring entities under this Ministry:
  - a. Limit for exemption of small purchase under para 4 of the PPP-MII Order, 2017 shall be Rs. 1 crore.
  - b. Local value addition through services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/ CMC etc. shall continue to be considered in local content calculation.
  - c. HP-HT operations in upstream oil and gas business activities shall be exempted from applicability of the Order.
3. This issues with the approval of Hon'ble Minister, Petroleum and Natural Gas.

Yours faithfully

  
(Santanu Dhar)

Under Secretary to the Govt. of India  
Tel.: 011-23388652

**Copy to:**

- a. PS to Minister, PNG
- b. PPS/ PS to Secretary/ AS&FA/ Sr. Economic Advisor, MoPNG
- c. PPS/ PS to AS (E)/ JS(R)/ JS (M& GP)/ OSD (IC)/ JS (G)/ JS (IFD)/ DDG (ED), MoPNG
- d. PPS/PS to Dir.(BR)/Dir.(E-II)/Dir.(E-I)/DS(GP)/DS(Mkt.)/DS(LPG)/DS(Admn.)/DS(RTI)/ DS (Gen) MoPNG

**Copy for information to:**

Secretary, DPIIT



No. P-45021/2/2017-PP (BE-II)  
Government of India  
Ministry of Commerce and Industry  
Department for Promotion of Industry and Internal Trade  
(Public Procurement Section)

Udyog Bhawan, New Delhi  
Dated: 16<sup>th</sup> September, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

**ORDER**

**Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.**

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019 and Order No.P-45021/2/2017-B.E.-II dated 04.06.2020, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 16.09.2020 effective with immediate effect.

**Whereas** it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

**Whereas** procurement by the Government is substantial in amount and can contribute towards this policy objective, and

**Whereas** local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

**Now therefore the following Order is issued:**

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

*'Local content'* means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

*'Class-I local supplier'* means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

.....Contd. p/2



- 2 -

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

### **3. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement**

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

.....Contd. p/3



### 3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

.....Contd. p/4



- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

**3B. Applicability in tenders where contract is to be awarded to multiple bidders -**  
In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
- e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher



percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/'Class-II local supplier' respectively.

6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
  - a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
  - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
  - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
  - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
  - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
  - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.



- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
  - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
  - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
  - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

**10. Specifications in Tenders and other procurement solicitations:**

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
- d. Reciprocity Clause**
  - i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.



- 7 -

- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
  - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
  - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
  - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

**10A. Action for non-compliance of the Provisions of the Order:** In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

**11. Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

**12. Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

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**13. Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

**14. Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

**15. Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

**16. Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman  
Secretary, Commerce—Member  
Secretary, Ministry of Electronics and Information Technology—Member  
Joint Secretary (Public Procurement), Department of Expenditure—Member  
Joint Secretary (DPIIT)—Member-Convenor



The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

**17. Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order
- c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- g. may consider any other issue relating to this Order which may arise.

**18. Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

**19. Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1<sup>st</sup> January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

**20. Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.

(Rajesh Gupta)  
Director

Tel: 23063211

[rajesh.gupta66@gov.in](mailto:rajesh.gupta66@gov.in)



File No.:FP-20013/2/2017-FP-PNG-Part(1) (E-36682)  
Government of India  
Ministry of Petroleum and Natural Gas  
(Flagship Programme Cell)  
\*\*\*\*

Shastri Bhawan, New Delhi  
Date 11<sup>th</sup> July, 2023

To,

1. Chairman, IOCL
2. CMD, ONGC/ OIL/ BPCL/GAIL/ HPCL/ EIL/ Balmer Lawrie
3. Managing Director, MRPL/ NRL/ CPCL/ BCPL/ OVL
4. DG, DGH
5. DG, PPAC
6. Secretary, OIDB
7. ED, OISD
8. ED, CHT
9. Director, RGIPT/ IPE
10. Secretary, PNGRB
11. CEO & MD, ISPRL

**Subject: Public Procurement (Preference to Make in India) Order, 2017: notifying revised Minimum Local Content (MLC) for getting purchase preference and Margin of Purchase Preference (PP) for high value oil and gas LSTK/ EPC contracts/projects- reg.**

**Reference:** MoPNG letter no. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.04.2022.

Sir/ Madam,

I am directed to refer to this Ministry's above mentioned letter and to say that in order to increase competition and to incentivize progressive increase in Minimum Local Content in high value oil and gas LSTK/EPC contracts/projects, it has been decided under para 14 of the Public Procurement (Preference to Make in India) Order, 2017, to revise Minimum Local Content (MLC) for getting purchase preference and Margin of Purchase Preference (PP) for such contracts/projects on progressive basis with predictable trajectory.

2. The Minimum Local Content (MLC) for getting purchase preference and Margin of Purchase Preference (PP) for high value oil and gas LSTK/ EPC contracts/projects shall be as under:

Estimated cost		2023-24	2024-26	2026 onwards
Between USD 25 Million to USD 50 Millions	MLC	50%	50%	50%
	PP	10%		
Between USD 50 Millions to USD 100 Millions	MLC	30%	50%	50%
	PP	10%		

*Handwritten signature*  
11/07/23



Estimated cost		2023-24	2024-26	2026 onwards
Between USD 100 Millions to USD 150 Millions	MLC	30%	35%	50%
	PP		10%	
More than USD 150 Millions	MLC	30%	30%	35%
	PP		10%	

3. This issues with the approval of Hon'ble Minister. P&NG.

Yours faithfully

(Kapil Kumar)

Under Secretary to the Govt. of India

Tel.:011-23383074

**Copy to,**

- PS to Hon'ble Minister, P&NG
- PS to Hon'ble MoS, P&NG
- PPS/PS to Secretary, P&NG
- PPS/PS to AS&FA/ AS, MoPNG
- PPS/PS to JS(E&BR)/ JS (M&OR)/ JS (IC)/ JS (G)/ JS (IFD)/ DDG, MoPNG
- Technical Director, NIC: with request to upload the letter on MoPNG website

**Copy for information to,**  
Secretary, DPIIT



**FORMAT OF AGREEMENT BETWEEN BIDDER AND  
THEIR SUPPORTING COMPANY**

**(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTARISED)**

This agreement made this \_\_\_ day of \_\_\_ month \_\_\_ year by and between M/s. \_\_\_\_\_ (Fill in the Bidder's full name, constitution and registered office address) Corporate Identity Number ----- hereinafter referred to as bidder on the first part and M/s. \_\_\_\_\_ (Fill in full name, constitution and registered office address of Company which hold more than fifty percent of the paid up share capital of the bidding company / Company in which it holds more than fifty percent of the paid up share capital. as the case may be) Corporate Identity Number -----hereinafter referred to as "Supporting company" of the other part:

WHEREAS M/s. OIL India Limited (hereinafter referred to as OIL) with Corporate Identity Number L11101AS1959GOI001148 has invited offers vide their tender No. \_\_\_\_\_ for \_\_\_\_\_ and M/s. \_\_\_\_\_ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. \_\_\_\_\_ [Supporting company] and whereas Supporting company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

1. M/s. \_\_\_\_\_ (Bidder) will submit its bid to OIL for the full scope of work as envisaged in the tender document and liaise with OIL directly for any clarifications etc. in this context.
2. M/s. \_\_\_\_\_ (Supporting company) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the Supporting company and accepted by the bidder.
3. The Bidder/Supporting company holds more than 50 % paid up equity capital of the Supporting company/Bidder.
4. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by OIL to the bidder.
5. It is further agreed that for the performance of work during contract period bidder and Supporting company shall be jointly and severally responsible to OIL for satisfactory execution of the contract and extension of the contract beyond Primary term if any.
6. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL.



In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of  
(Bidder)  
M/s.

For and on behalf of  
(Supporting company)  
M/s.

Witness:

Witness:

1)

1)

2)

2)



**GURANTEE BY THE SUPPORTING COMPANY / GUARANTOR (Experience)**

THIS DEED OF GUARANTEE executed at ..... this ..... day of ..... by M/s ..... (Complete name) a company duly organized and existing under the laws of ..... (insert jurisdiction/country), having Corporate Identity Number -----and its Registered Office at ..... hereinafter called “the Guarantor and or the Supporting company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

**WHEREAS**

1. M/s Oil India Limited, a company duly incorporated under the Companies Act 1956, having Corporate Identity Number L11101AS1959GOI001148 and its Registered Office at Duliajan, Dist : Dibrugarh- Assam, India and having an office, amongst others, at Kakinada, Andhra Pradesh hereinafter called “OIL ” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, has invited tender number ..... for ..... on .....

2. M/s ..... (Complete name), a company duly organized and existing under the laws of ..... (insert jurisdiction/country), having Corporate Identity Number -----and its Registered Office at ..... (complete address) hereinafter called “the Bidder and or Contractor” as the context may require which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have in response to the above mentioned tender, submitted their bid bearing number ..... to OIL.

3. The Bidder/ Guarantor company holds more than 50 % paid up equity capital of the Supporting company/Bidder.

4. The Bidder does not meet the Experience criteria required under the aforesaid tender.

5. The Guarantor company meets all the Experience criteria parameters stipulated under the aforesaid tender and wishes to support the Bidder to make it eligible to submit its bid.

6. OIL is willing to consider the bid of the Bidder company only if the bid is accompanied with a guarantee from the Guarantor company guaranteeing technical support for satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by OIL at any stage.

The Guarantor represents that they have read the terms and conditions and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Bidder company for successful execution of the same.

Accordingly, at the request of the Bidder company and in consideration of and as a requirement of the aforesaid tender, the Guarantor hereby gives this guarantee to OIL and undertakes as follows:

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder / Contractor company of any of its obligations under the Bid or the Contract that may be awarded in any respect, the Guarantor shall, immediately



on receipt of notice of demand from OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the OIL and duly perform the obligations of the Contractor company to the satisfaction of the OIL.

2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) including extensions if any under the contract that may be awarded to the Bidder/ Contractor.
3. The Guarantor shall be jointly with the Bidder / Contractor as also severally responsible to OIL for satisfactory performance of the contract that may be awarded to the Bidder / Contractor by OIL.
4. The liability of the Guarantor, under the Guarantee, is limited to the liability of the Contractor as per the Contract.
5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and shall be subject to the exclusive jurisdiction of the High Court of Andhra Pradesh, India.
7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion from any person and that the Guarantor has fully understood the implications of the same.
8. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Guarantee to OIL, equivalent to 50% of the value of Performance bank Guarantee to be submitted by the bidding company, in the prescribed format within 15 days from the date of Letter of Award, as guarantee for performance by the bidder/contractor.

The Guarantor hereby expressly agrees that if in the opinion of OIL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, OIL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of OIL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor.

OR

(applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Guarantee)

In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Guarantee to OIL, equivalent to 50% of the value of Performance bank Guarantee to be submitted by the bidding Company to OIL, in the prescribed format within 15 days from the date of Letter of Award, as guarantee for performance by the bidder/contractor.



The Guarantor hereby expressly agrees that if in the opinion of OIL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, OIL shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of OIL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Bidder on behalf of the Guarantor.

*(Strike through the clause whichever is not applicable)*

9. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing law or any judgment.

For & on behalf of (Supporting company)

Witness:

1. Signature \_\_\_\_\_  
Full Name \_\_\_\_\_  
Address \_\_\_\_\_

M/s \_\_\_\_\_  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
official seal \_\_\_\_\_

2. Signature \_\_\_\_\_  
Full Name \_\_\_\_\_  
Address \_\_\_\_\_

Instructions:

- (i) The above agreement shall be acceptable, only if signed by any of the following officials (who are empowered to sign such agreements) from the respective companies:
- CEO, (or)
  - any of the full time Directors at the Board level, (or)
  - Proprietor in case of Sole Proprietorship concerns, (or)
  - all Partners (or any of the Partners holding power of attorney on behalf of other Partners) in case of Partnership concerns, (or)
  - any official holding valid authorization for signing such agreements.



**Appendix A-3**

**PROFORMA OF BANK GUARANTEE TOWARDS PERFORMANCE SECURITY BY THE SUPPORTING COMPANY / ULTIMATE CONTROLLING COMPANY (AS THE CASE MAY BE) OF THE BIDDING COMPANY.**

**PERFORMANCE GUARANTEE**

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

To,  
OIL INDIA LIMITED

\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

1. In consideration of Oil India Limited having its Project Office at D. No. 11-4-7, (3<sup>rd</sup> Floor), Nookalamma Temple Street, Ramaraopet, Kakinada-533004, Andhra Pradesh (hereinafter referred to as OIL) which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees having entered into a CONTRACT No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees.

Further, M/s \_\_\_\_\_ (Name of the Supporting company) having its registered / head office at \_\_\_\_\_ (hereinafter referred to as the 'SUPPORTING COMPANY') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees has agreed to provide support to the CONTRACTOR for successful completion of the contract as mentioned above, entered between OIL and the CONTRACTOR and OIL having agreed that the 'SUPPORTING COMPANY' shall furnish to OIL a performance guarantee for US\$ ..... towards providing support to the CONTRACTOR for successful completion of the contract as mentioned above,

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



dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.

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

4. The Bank further agrees that OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of the High Court of Andhra Pradesh, India.

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

All Claims of OIL (beneficiary) against this Bank Guarantee, shall be remitted by the .....(Bank's name to be inserted) to the following account of OIL only through electronic transfer of funds, unless otherwise specifically communicated by OIL:

Beneficiary Account Name : OIL INDIA LIMITED

Bank Name:

Branch: .....

Branch Code: .....

Bank Account No.: .....

SWIFT Code: .....

In witness whereof, the Bank, through its authorised officer, has set its hand and stamp on this ..... day of ..... at .....



Full name and official Full name, designation and address (in legible letters) address (in legible letters) with Bank stamp  
Attorney as per power of  
Attorney No.....  
Dated .....

WITNESS NO. 1

-----  
-----

(Signature)  
(Signature)

WITNESS NO. 2

-----

(Signature)  
Full name and official  
address



**ANNEXURE-I**

**FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY/SUBSIDIARY COMPANY/ SISTER-SUBSIDIARY/ CO-SUBSIDIARY/ MEMBER OF SAME NETWORK OR MEMBER OF SAME GLOBAL FIRM (As the case may be)**

**(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)**

This agreement made on this \_\_\_ day of \_\_\_ month \_\_\_ year by and between M/s \_\_\_\_\_ (Fill in the Bidder's full name, constitution and registered office address) hereinafter referred to as bidder on the first part and M/s. \_\_\_\_\_ (Fill in full name, constitution and registered office address of Parent Company/Subsidiary Company) hereinafter referred to as "Parent Company/Subsidiary Company/Sister-Subsidiary/Co-Subsidiary/Member of same network or Member of same global firm (Delete whichever not applicable)" of the other part:

WHEREAS M/s. OIL India Limited (hereinafter referred to as OIL) with Corporate Identity Number L11101AS1959GOI001148 has invited offers vide their tender No. \_\_\_\_\_ for \_\_\_\_\_ and M/s \_\_\_\_\_ (Bidder) intends to bid against the said tender and desires to have technical support of M/s \_\_\_\_\_ [Parent Company/Subsidiary Company -(Delete whichever not applicable)] and whereas Parent Company/Subsidiary Company (Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

1. M/s. \_\_\_\_\_ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document as a main bidder and liaise with OIL directly for any clarifications etc. in this context.
2. M/s. \_\_\_\_\_ (Parent Company/Subsidiary Company (Delete whichever not applicable) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender/ Contract for which offer has been made by the Parent Company/Subsidiary Company (Delete whichever not applicable) and accepted by the bidder.
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by OIL to the bidder.
4. It is further agreed that for the performance of work during contract period bidder and Parent Company/Subsidiary Company (Delete whichever not applicable) shall be jointly and severally responsible to OIL for satisfactory execution of the contract and extension of the contract beyond Primary term if any.
5. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL.



In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of  
(Bidder)

For and on behalf of  
Parent Company/Subsidiary  
Company (Delete whichever not  
applicable)

M/s.

M/s.

Witness:

Witness:

1.

1)

2.

2)



**ANNEXURE-II**

**PARENT COMPANY/SUBSIDIARY COMPANY GUARANTEE  
(Delete whichever not applicable)**

**(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)  
DEED OF GUARANTEE**

THIS DEED OF GUARANTEE executed at ..... this ..... day of ..... by M/s ..... (mention complete name) a company duly organized and existing under the laws of ..... (insert jurisdiction/country), having its Registered Office at ..... hereinafter called “the Guarantor” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

**WHEREAS**

M/s. OIL India Limited (hereinafter referred to as OIL) with Corporate Identity Number L11101AS1959GOI001148, having its Registered Office at Duliajan in the State of Assam, India, hereinafter called “OIL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number ..... for ..... on ..... M/s ..... (mention complete name), a company duly organized and existing under the laws of ..... (insert jurisdiction/country), having its Registered Office at ..... (complete address) hereinafter called “the Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by OIL, submitted their bid number ..... to OIL with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by OIL at any stage. The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Company for successful execution of the same.

The Company and the Guarantor have entered into an agreement dated ..... as per which the Guarantor shall be providing technical and such other supports as may be necessary for performance of the work relating to the said tender.

Accordingly, at the request of the Company and in consideration of and as a requirement for OIL to enter into agreement(s) with the Company, the Guarantor hereby agrees to give this guarantee and undertakes as follows:

1. The Guarantor (Parent Company/ wholly owned Subsidiary Company (Delete whichever not applicable) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.
2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.



3. The Guarantor shall be jointly with the Company has also severally responsible for satisfactory performance of the contract entered between the Company and OIL.
4. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.
5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of Andhra Pradesh, India.
7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Parent Company/Subsidiary Company (Delete whichever not applicable))

M/s \_\_\_\_\_  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Common seal of the \_\_\_\_\_

Witness:

1) Signature \_\_\_\_\_  
Full Name \_\_\_\_\_  
Address \_\_\_\_\_

2) Signature \_\_\_\_\_  
Full Name \_\_\_\_\_  
Address \_\_\_\_\_



**ANNEXURE - III**

**FORMAT OF AGREEMENT BETWEEN BIDDER, THEIR SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY AND THE ULTIMATE PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE SISTER SUBSIDIARY/CO-SUBSIDIARY**

(Strike out whichever is not applicable between Ultimate Parent and Holding Company. Similarly strike out whichever is not applicable between Sister Subsidiary and Co-subsidiary Company)

(IN CASE OF INDIAN BIDDER TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this \_\_\_ day of \_\_\_ month \_\_\_ year by and between M/s. \_\_\_\_\_ (Fill in Bidder's full name, constitution and registered office address) \_\_\_\_\_ hereinafter referred to as "Bidder" of the first part and M/s. \_\_\_\_\_ (Fill in full name, constitution and registered office address of Sister Subsidiary/Co-subsidiary Company of the Bidder) herein after referred to as "Sister Subsidiary/ Co-subsidiary" of the second part and M/s. \_\_\_\_\_ (Fill in the full name, constitution and registered office address of the Ultimate Parent/Holding Company's of both the subsidiaries) hereinafter referred to as "Ultimate Parent/ Holding Company" of the third part.

WHEREAS

M/s. OIL India Limited (hereinafter referred to as OIL) with Corporate Identity Number L11101AS1959GOI001148, having its Registered Office at Duliajan in the State of Assam, India has invited offers vide their tender No. \_\_\_\_\_ for \_\_\_\_\_ and M/s. \_\_\_\_\_ (Bidder) intends to bid against the said tender and desires to have a technical support of M/s. \_\_\_\_\_ (Sister Subsidiary/Co-subsidiary Company) and Sister Subsidiary/Co-subsidiary Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between all the three parties as follows:

1. M/s. \_\_\_\_\_ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document.
2. M/s. \_\_\_\_\_ (Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the bidder.
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and also till satisfactory performance of the contract in the event the bid is accepted and contract is awarded by OIL to the bidder.
4. Sister Subsidiary/ Co-subsidiary Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by OIL, take up the job without any demur or objection, in continuation without loss of time and without any extra



cost to OIL and duly perform the obligations of the Bidder/Contractor to the satisfaction of OIL.

5. The Ultimate Parent/Holding Company also confirms and undertakes that the commitment made by the Sister Subsidiary/ Co-subsidiary company in providing the technical support and technical expertise and expert manpower to support the bidder for execution of the contract are honoured.
6. The Ultimate Parent/Holding Company also takes full responsibility in getting the contract executed through the Sister subsidiary/ Co-subsidiary company in case the Bidder/Contractor is unable to execute the contract.
7. In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of  
(Bidder)

M/s.  
Witness  
1)  
2)

For and on behalf of  
(Sister Subsidiary/Co-  
subsidiary)

M/s.  
Witness  
1)  
2)

For and on behalf of  
(Ultimate Parent /  
Holding Company)

M/s.  
Witness  
1)  
2)

Note: In case of contracts involving - (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance of any equipment, as the bidding company can draw on the experience of their multiple subsidiary sister/Co-subsidiary company (ies) specializing in each sphere of activity, i.e. (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance, therefore, in that case, the above format shall be signed by all the sister/Co-subsidiary company(ies) and necessary modifications may be made in the above format to include all sister subsidiaries.



**JOINT VENTURE COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIAL STANDING**

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at ..... this ..... day of ..... by M/s ..... [Name of JV member with more than 50% stake] a company duly organized and existing under the laws of ..... (insert jurisdiction/country), having its Registered Office at ..... hereinafter called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No. \_\_\_\_\_ for \_\_\_\_\_ and M/s \_\_\_\_\_ [Name of the incorporated Joint Venture Company] intends to bid against the said tender based on the financial strength of M/s \_\_\_\_\_ [Complete Name of JV member with more than 26% stake] and whereas M/s \_\_\_\_\_ [Complete Name of JV member with more than 26% stake] represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:

1. The Guarantor confirms it hold ..... (in percentage, should be more than 26%) stake in the M/s \_\_\_\_\_ [Name of the incorporated Joint Venture Company].
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR ..... during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is minimum INR ..... for the accounting year preceding the original bid closing date.
5. The Guarantor undertakes to provide financial support to ..... [Name (s) of other JV members] for executing the project/job, in case the same is awarded to the M/s \_\_\_\_\_ [Name of the incorporated Joint Venture Company].

The Guarantor represents that:



(a) This Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to ..... [Name of the incorporated Joint Venture Company].

(b) The liability of the Guarantor, under the Guarantee, is limited to the 50% of the contract price entered between the M/s \_\_\_\_\_ [Name of the incorporated Joint Venture Company] and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.

(c) This Guarantee has been issued after due observance of the appropriate laws in force in India.

(d) This Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of Andhra Pradesh, India.

(e) This Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

(f) The Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of (Bidder)

For and on behalf of (Name of JV member with more than 26% stake)

Witness:

- 1.
- 2.

Witness:

- 1.
- 2.



**PARENT/ULTIMATE PARENT/HOLDING COMPANY'S CORPORATE GUARANTEE  
TOWARDS FINANCIAL STANDING  
(Delete whichever not applicable)  
(TO BE EXECUTED ON COMPANY'S LETTER HEAD)**

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at ..... this ..... day of ..... by M/s ..... (Complete name) a company duly organized and existing under the laws of ..... (insert jurisdiction/country), having its Registered Office at ..... hereinafter called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

M/s. OIL India Limited (hereinafter referred to as OIL) with Corporate Identity Number L11101AS1959GOI001148, having its Registered Office at Duliajan in the State of Assam, India has invited offers vide their Tender No. \_\_\_\_\_ for \_\_\_\_\_ and M/s \_\_\_\_\_ (Bidder) intends to bid against the said tender and desires to have Financial support of M/s \_\_\_\_\_ [Parent/Ultimate Parent/Holding Company (Delete whichever not applicable)] and whereas Parent/Ultimate Parent/Holding Company (Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:

1. The Guarantor confirms that the Bidder is a wholly owned subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03 (three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR ..... (or equivalent USD ..... ) during any of the preceding 03 (three) financial/accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is positive for preceding financial/accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder or executing the project/job, in case the same is awarded to the Bidder.

The Guarantor represents that:

- (a) This Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.



- (b) The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.
- (c) This Guarantee has been issued after due observance of the appropriate laws in force in India.
- (d) This Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of Andhra Pradesh, India.
- (e) This Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
- (f) The Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of (Bidder)

For and on behalf of Parent/Ultimate  
Parent / Holding Company  
(Delete whichever not applicable)

Witness:

- 1.
- 2.

Witness:

- 1.
- 2.



**ANNEXURE-VI**

**UNDERTAKING TOWARDS BEC CLAUSE NO. 11.0**

(To be submitted on Bidder's letter head)

**To,**

**Oil India Ltd.,  
KG Project, Kakinada-533004,  
Andhra Pradesh**

**Tender No.: IFB No.: \_\_\_\_\_**

I/We, the undersigned, declare that if I/we are found to have:

- i. Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and / or;
- ii. Records of poor performance during the last five years, as on the date of application, such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, consistent history of litigation resulting in awards against the contractor or any of the constituents, or financial failure due to bankruptcy, and so on;
- iii. Rescission of contract (in case of JV) on account of reasons other than non-performance, such as the most experienced partner (major partner) of JV pulling out;
- iv. On account of currency of debarment by any Government agency,

our bid shall be subject to disqualification.

**Name and Signature of  
Authorized Signatory and Company Seal**

*(Note: Above to be submitted by all members of consortium / JV partners / bidder & Supporting Company, as the case may be.)*



**EXHIBIT-I**

**UNDERTAKING TOWARDS COMPLIANCE OF PROVISIONS FOR RESTRICTIONS  
ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND  
BORDER WITH INDIA**

**W.R.T. CLAUSE 6.8 OF Forwarding Letter**

(To be executed by the authorized signatory of the bidder on the official letter head of the bidder, signed, stamped, scanned and submitted online through GeM portal)

Ref. No.

Date:

Tender No. \_\_\_\_\_ Date: \_\_\_\_\_

TO,

ED (KGB & MBP)  
OIL INDIA LIMITED  
KG Basin Project,  
D. No. 11-4- 7 Nookalamma Temple Road,  
Ramarao Peta, Kakinada,  
Andhra Pradesh-533004, India

**Dear Sirs,**

We, M/s \_\_\_\_\_, have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

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)



**UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING**

**W.R.T. CLAUSE 6.8 OF Forwarding Letter**

(To be executed by the authorized signatory of the bidder on the official letter head of the bidder, signed, stamped, scanned and submitted online through GeM portal)

Ref. No.

Date:

Tender No. \_\_\_\_\_ Date: \_\_\_\_\_

TO,

ED (KGB & MBP)  
OIL INDIA LIMITED  
KG Basin Project,  
D. No. 11-4- 7 Nookalamma Temple Road,  
Ramarao Peta, Kakinada,  
Andhra Pradesh-533004, India

**Dear Sirs,**

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

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

Signature of Authorized Signatory  
Name:  
Designation:  
Phone No. Place:  
Date:  
(Affix Seal of the Organization here, if applicable)



**ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER OF TECHNOLOGY**

**W.R.T. CLAUSE 6.8 OF Forwarding Letter**

(To be executed by the authorized signatory of the bidder on the official letter head of the bidder, signed, stamped, scanned and submitted online through GeM portal)

Ref. No

Date:

Tender No. \_\_\_\_\_ Date: \_\_\_\_\_

TO,

ED (KGB & MBP)  
OIL INDIA LIMITED  
KG Basin Project,  
D. No. 11-4- 7 Nookalamma Temple Road,  
Ramarao Peta, Kakinada,  
Andhra Pradesh-533004, India

**Dear Sir,**

We, M/s \_\_\_\_\_, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we do not have any ToT arrangement requiring registration with the competent authority.

OR

We, M/s \_\_\_\_\_, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we have valid registration to participate in this procurement. *[Evidence of valid registration by the Competent Authority shall be attached]*

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)

**COMMERCIAL CHECK LIST****Bidder's Name:** \_\_\_\_\_**TENDER NO.** \_\_\_\_\_

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

<b>Sl. No.</b>	<b>Description</b>	<b>Bidder's Confirmation</b>
1.	Bidding structure (Bidder/JV/Subsidiary)	
2.	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST .....%
6.	Whether Bid Security submitted Mention the mode of submission: (Bank Guarantee / LC / Online payment)	
7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to hundred and twenty (120) days from final Bid Due Date/Date of opening of bids.	
9.	Whether Mobilization and Completion period of Contract is complied?	
10.	Whether Integrity Pact Submitted?	
11.	<b>Confirm the currency of quoted prices:</b>  (The same will be finally converted to Indian Rupees for evaluation).	
12.	Confirm that quoted prices shall remain firm and fixed until completion of the Contract.	
13.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	
14.	Confirm acceptance to all terms & conditions of the Tender.	



15.	Confirm that all correspondence must be in English Language only.	
16.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
17.	<b>Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.</b>	
18.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	
19	Confirm whether you want to avail/claim Purchase Preference.	
20	If availing benefit under PP-MII Policy, confirm that, percentage of Local Content has been mentioned in the bid and Undertaking (as per format given) towards compliance of Local Content requirement along with <b>certificate from Statutory Auditor / Chartered Accountant has been submitted.</b>	
21	Confirm whether the bid documents required towards compliance of Bid Evaluation Criteria have been verified & certified by Independent TPI agencies as mentioned in Clause No. 9.0 of Part-2 (BEC) of the tender document	
22	Confirm that you have submitted all documents as mentioned in the Tender	

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered over-riding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Office Stamp \_\_\_\_\_

~~~~~**End of Volume-I**~~~~~