



**FORWARDING LETTER**

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

**Sub: IFB No. CIP5637P24 HIRING OF SERVICES FOR PROJECT MANAGEMENT CONSULTANT (PMC) FOR COMPLETE MANAGEMENT OF “PIPELINE REHABILITATION PROJECT-PHASE II” OF APPROX. 700 KM.**

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), a Govt. of India “MAHARATNA” category PSU under the Ministry of Petroleum and Natural Gas, is a premier up-stream E&P Company engaged in exploration, production, transportation of crude oil and natural gas and production of LPG. OIL also has presence in the downstream sector with majority equity stake in Numaligarh Refinery. OIL has its Registered Office and its Field Headquarters at Duliajan and its Pipeline Headquarters at Guwahati, Assam. OIL’s commitment to growth has enabled the company to spread its wings from the north-eastern part of India to establish pan India presence along with global footprints.

OIL invites Local Competitive Bids (LCB) from competent and experienced Contractors through OIL’s e-procurement site “<https://etender.srm.oilindia.in/irj/portal>” for **IFB No. CIP5637P24 HIRING OF SERVICES FOR PROJECT MANAGEMENT CONSULTANT (PMC) FOR COMPLETE MANAGEMENT OF “PIPELINE REHABILITATION PROJECT-PHASE II” OF APPROX. 700 KM** with the entire project expected to be completed within **60 months (Five Years)**.

One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL’s e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through **OIL’s e-procurement portal**. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:-

<b>IFB No./ Tender No.</b>	<b>CIP5637P24</b>
<b>GeM Availability Report</b>	GEM/GARPTS/09022024/54SZ84S65XD2
Type of IFB.	Single Stage Two Bid System
Bid Closing Date & Time.	As mentioned in Online E-tender portal
Bid(Technical) Opening Date & Time	As mentioned in Online E-tender portal
Priced Bid Opening Date & Time.	Will be intimated to the eligible Bidders nearer the time

Bid Submission Mode.	Bid to be uploaded on-line on <b>OIL's E-Procurement</b> portal
Bid Opening Place.	Office of The Deputy General Manager - Materials (PL), Oil India Limited (Pipeline Headquarter), P.O. Udayan Vihar, Guwahati -781171
Bid Validity.	<b>120 days from bid Closing date.</b> Note: In exceptional circumstances, OIL 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. A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their bid.
Bid Security/EMD Amount	<b>INR 84,88,877.00</b> Refer Clause No. 12.0 of Instruction to Bidder (ITB)
Bid Security/EMD Validity	Upto <b>30.10.2024</b>
Original Bid Security to be submitted	Office of The Deputy General Manager - Materials (PL), Oil India Limited (Pipeline Headquarter), P.O. Udayan Vihar, Guwahati -781171
Amount and Validity of Performance Security/Performance Bank Guarantee (PBG)	Performance security @ <b>10 %</b> of total contract value is applicable against this contract. Validity: Validity: 3 (three) months beyond Contractual Defect Liability Period.
Duration of the Contract.	60 months (Five Years)
Mobilization Time	Not applicable (contract starts from date of issue of LoA)
Bids to be addressed to.	Office of The Deputy General Manager - Materials (PL), Oil India Limited (Pipeline Headquarter), P.O. Udayan Vihar, Guwahati -781171
Integrity Pact	Must be digitally signed & uploaded along with the Technical Bid. ANNEXURE- XII to be submitted along with technical Bid under "Technical Attachment" Tab in the E-tender Portal
Pre-Bid conference	Applicable
Whether tendered quantities are splittable	No
Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	As per Clause No. 30.0 of the GCC and clause no. 4.0 of SCC
Last date for receipt of pre-bid queries	<b>20.02.2024</b> Bidder may submit the tender related queries (if any) prior to Pre-bid meeting, addressed to the following email IDs within <b>20.02.2024</b> <b>1) plproject@oilindia.in</b> <b>2)balen_bharali@oilindia.in</b>
Pre-bid Conference date	<b>22.02.2024</b>

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2.0 **Pre-Bid Conference:** Applicable.

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 has been signed by the Bidder's authorized signatory who signs the Bid.

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

4.1 Bids are to be submitted online through OIL's E-Procurement Portal with digital signature. To participate in OIL's E-Procurement tender, bidders should have a legally valid digital certificate of Class 3 with Organizations Name and Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Digital Signature Certificates having "Organization Name" field other than **Bidder's Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.**

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

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

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

**10.0 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 after price bid opening to those bidders whose price bids have been opened in the system. For tenders where **Detailed Price Information under RFX Information Tab is “No price”**, the Price Bid is invited through attachment form under “Notes & Attachment”. As per the existing process, Bidders must upload their pricing as per the “Price Bidding Format” under **“Notes & Attachment”**. Additionally, the bidders must fill up the **on-line field “Total Bid Value”** under Tab Page **“RFX Information”** 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 (60038748) and RFX Number are displayed, along with the RFX Owner (BHARALI) and Total Value (0.00 INR). The main section is titled 'Event Parameters' and includes several fields: 'Currency' (set to Indian Rupee), 'Detailed Price Information' (set to No Price), and 'Terms of Payment'. A 'Total Bid Value' field is highlighted in yellow. Three callout boxes provide instructions: one points to the Currency dropdown, another to the Detailed Price Information field, and a third to the Total Bid Value field.

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 in 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 bidding Format”.

4.4 Bids without **Bid Security/EMD** shall be rejected. All bidders must upload Bid Security /EMD along with their technical Bid.

4.5 Parties shall be eligible for accessing the tender in E-portal after OIL enables them in the E-portal on receipt of request for the same.

4.6 Parties, who do not have a User ID, can click on **Guest login button** in the OIL’s E-portal to view the available open tenders. The detailed guidelines are available in OIL’s e-procurement site (Help Documentation). For any clarification in this regard, Bidders may contact ERP-MM at [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in), Ph.: 03742804903/7192/7171/7178.

**5.0 QUERIES/CLARIFICATIONS ON THE TENDER / PRE-BID CONFERENCE:**

5.1 The prospective Bidders shall submit their queries/clarifications against the tender through E-mail addressed to Deputy General Manager - Materials (PL), Oil India Limited (Pipeline Headquarter), P.O. Udayan Vihar, Guwahati -781171.

5.2 A pre-Bid conference is planned to be held on 22.02.2024 in the following venue 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 Rejection/Bid Evaluation Criteria and other terms & conditions of the Tender.

**Venue: Noida/Delhi**

**Time:10:00 AM**

**Exact location will be intimated through corrigendum.**

5.3 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. Bidder attending the pre-bid conference must intimate the under mentioned emails on or before 20.02.2024 for necessary arrangement from OIL's end.

5.4 The prospective bidders shall submit their queries through E-mail addressed to Deputy General Manager - Materials (PL), Oil India Limited (Pipeline Headquarter), P.O. Udayan Vihar, Guwahati -781171 before 20.02.2024. Bidders may contact following :

**1) plproject@oilindia.in**

**2)balen\_bharali@oilindia.in**

5.5 Clarifications/exceptions/deviations, if required any, should be brought out by the bidder prior to 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 participated the Pre-Bid. 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.

5.6 Format for submission of pre-bid queries as under ( To be submitted in word/xls form along with official letter head):

Sl.no	Tender Cluse no	Query	Remarks, if any

The bidders meeting following requirement shall only be considered for attending the pre-bid conference. • Bidders should depute their employees (preferably) who are competent to present their queries in the Pre-Bid Meeting. • While submitting queries before pre-bid meeting, bidder(s) shall be required to provide details (of its representative, who will attend pre-bid meeting and those persons only will be permitted to attend the pre-bid meeting. The maximum number of persons that would be permitted per bidder for participation in pre-bid meeting shall be limited to two (2) persons.

## 6.0 **IMPORTANT NOTES:**

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

- i) The bid along with all supporting documents must be submitted through OIL's E-procurement site only except the following documents which shall be submitted manually by the Bidder in two copies in a sealed envelope super-scribed with OIL's IFB No., Bid Closing date and addressed to DGM - Materials (PL), OIL INDIA LTD.
  - a) Printed catalogue and Literature, if called for in the tender.
  - b) Any other document required to be submitted in original as per tender requirement.
- ii) Bid should be submitted on-line in OIL's E-procurement site before 11.00 AM (IST) (Server Time) of the bid closing date as mentioned and will be opened on the same day at 1.00 PM (IST) at the office of the DGM - Materials (PL) in presence of the authorized representatives of the Bidders.
- iii) If the digital signature used for signing is not of "Class -3" with **Organizations** name, the bid will be rejected.
- iv) The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The Bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded under **"Technical Attachment" Tab only. Bidders to note that no price details should be uploaded in "Technical Attachment" Tab Page. Details of prices as per Price Bid format/Priced bid can be uploaded as Attachment just below the "Tendering Text" in the attachment option under "Notes & Attachments" tab. A screen shot in this regard is given in the "Instruction to Bidder for Submission" file for guidance. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria mentioned in Part-2, Commercial Criteria.**

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

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

Thanking you,

Yours faithfully,  
**OIL INDIA LIMITED**

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

## **PART - 1**

### **INSTRUCTIONS TO BIDDERS**

- 1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 2.0 The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
- (a) A Forwarding Letter highlighting the following points:
    - (i) Company's IFB No. & Type
    - (ii) Bid closing date and time
    - (iii) Bid opening date and time
    - (iv) Bid submission Mode
    - (v) Bid opening place
    - (vi) Bid validity, Mobilisation time & Duration of contract
    - (vii) Bid Security Declaration
    - (viii) The amount of Performance Guarantee with validity
    - (ix) Quantum of liquidated damages for default in timely completion of contract
  - (b) Instructions to Bidders, (Part-1)
  - (c) Bid Evaluation Criteria, (Part-2)
  - (d) General Conditions of Contract, (Part-3-Section-I)
  - (e) Scope Of Work/Terms Of Reference/Payment Terms (Part-3-Section-II)
  - (f) Special Conditions of Contract (Part-3-Section-III)
  - (g) Payment Terms (Part-3-Section-IV)
  - (h) Price Bid Format, (Proforma-B Annexure:DD)
  - (i) Certificate For Restriction Of Procurement (Proforma-A)
  - (j) Bid Form, (Proforma-C)
  - (k) Statement of Compliance, (Proforma-D)
  - (l) Bid Security /EMD Form, (Proforma-E)
  - (m) Performance Security Form, (Proforma-F)
  - (n) Agreement Form, (Proforma-G)
  - (o) Proforma of Letter of Authority, (Proforma-H)
  - (p) Authorisation for Attending Bid Opening, (Proforma-I)
  - (q) Integrity Pact, (ANNEXURE- XII)
  - (r) Format for Certificate of Annual turnover & Net Worth (Annexure – VI)
  - (s) General HSE Points (Appendix-AA)
  - (t) Commercial Check list (Annexure MM)
  - (u) Procedure for obtaining Labour License (Appendix-B)
  - (v) Undertaking for PBG (ANNEXURE-M)
  - (w) Undertaking Local Content (ANNEXURE- A-1)
  - (x) Certification By Statutory Auditor for LC (ANNEXURE- A-2)
  - (y) Undertaking Authentic Information (Annexure-XIA)
  - (z) Undertaking for non-audited FY (Proforma-IXA)
  - (aa) Declaration Financial Standing (APPENDIX-1)
  - (bb) Declaration for not under holiday list (APPENDIX-2)
  - (cc) Format for Bid Evaluation (PROFORMA-XY)
  - (dd) Undertaking From Third Party Inspection Agency (Annexure BBB)

- 3.0 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.
- 4.0 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.
- 5.0 **TRANSFERABILITY OF BID DOCUMENTS:**
- 5.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the Bidder in whose name the Bid Document has been issued.
- 5.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.
- 5.3 Unsolicited bids will not be considered and will be rejected straightway.
- 6.0 **AMENDMENT OF BID DOCUMENTS:**
- 6.1 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.
- 6.2 The Addendum will be uploaded in OIL's E-Tender Portal in the "Technical RFx Response" under the tab "Amendments to Tender Documents". The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. **Bidders are to check from time to time the E-Tender portal ["Technical RFx Response" under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**
- 7.0 **PREPARATION OF BIDS**
- 7.1 **LANGUAGE OF BIDS:** The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an official and notarised English translated version, which shall govern for the purpose of bid interpretation.
- 7.2 **BIDDER'S/AGENT'S NAME & ADDRESS:**  
Bidders should indicate in their bids their detailed postal address including the Fax/Telephone /Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorised Agents in India, if any.
- 8.0 **DOCUMENTS COMPRISING THE BID:**  
Bids are invited under Single Stage Two Bid System. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:

**(A) TECHNICAL BID**

- (i) Complete technical details of the services & equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with Clause 10.0 hereunder.
- (iii) Bid Security Declaration in accordance with Clause 11.0 hereunder.
- (iv) Copy of Bid-Form without indicating prices in Proforma-C
- (v) Statement of Compliance as per Proforma-D
- (vi) Copy of Priced Bid without indicating prices (Proforma-B)
- (vii) Integrity Pact digitally signed by OIL's competent personnel as Annexure-A1, attached with the bid document to be digitally signed by the Bidder.
- (viii) Undertaking towards submission of authentic information/documents as per Format vide Annexure-XI.

**(B) PRICE BID**

- (i) Bidder shall quote their prices in the following Proforma available in OIL's E-procurement portal in the **"Notes & Attachments" Tab**:
  - a) Price-Bid Format as per Proforma-B (Annexure:DD)
  - b) Bid Form as per Proforma-C

(ii) The Price Bid shall contain the prices and any other commercial information pertaining to the service offered. Currency of quote shall be INR only.

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

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

9.1 **BID PRICE:**

9.2 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E-Tender Portal in "Notes & Attachment" Tab. Unit prices must be quoted by the Bidders, both in words and in figures.

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

- 9.4 All duties and taxes including Corporate Income Tax, Personal Tax, Octroi/Entry Tax, other Cess/levies etc. except Goods and Service Tax (GST) payable by the successful Bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the Bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the Bidder.
- 10.0 **CURRENCY OF BID AND PAYMENT:** A Bidder is expected to submit their bid in Indian Rupees. Currency once quoted will not be allowed to be changed.
- 11.0 **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**  
These are listed in **BID EVALUATION CRITERIA (BEC), PART-2** of the Bid document.
- 12.0 **BID SECURITY / EMD:**
- 12.1 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 12.8.
- 12.2 All the bids must be accompanied by Bid Security in Original as prescribed under, for the amount as mentioned in the **“Forwarding Letter”** of the tender documents:
- a. Bids must be accompanied with requisite Earnest Money Deposit / Bid Security as mentioned in the bidding document. Bids not accompanied with requisite Earnest Money deposit / Bid Security shall be considered as non-responsive and such Bids shall be summarily rejected.
  - b. *EMD must be paid either through online mode (PAYMENT GATEWAY only\*) or submitted as Bank Guarantee/LC / Bank Draft/Bankers' cheque.***
  - c. The Bid Security may be submitted in the form of irrevocable Bank Guarantee (as per PROFORMA-V) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at Guwahati. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker.
  - d. Alternately Bid Security can also be paid through Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt (Account OIL INDIA LIMITED)/irrevocable Letter of Credit/NEFT/RTGS/Electronic Fund Transfer (subject to credit in **OIL's account within prescribed time**) to designated account of OIL.
  - e. If the Bid Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" payable at Guwahati.
  - f. If the bid security is submitted through NEFT or RTGS mode, details such as UTR No., Tender No., Bidder's name & Deposited Amount etc. must be uploaded with the Unpriced Techno-Commercial Bid documents.
  - g. In case of Bidders submitting Bid Security in the form of Bank Guarantee/ Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of**

**Credit, the original hard copy of Bid Security should reach the office of DGM-MATERIALS on or before 11:00 p.m. (IST) on the bid closing / opening date otherwise bid will be rejected.**

- h. A scanned copy of Bid Security document should also be uploaded along with the Unpriced Techno-Commercial Bid documents.
- i. This Bid Security Deposit shall be refunded to all unsuccessful bidders but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 12.8 below. Bids without Bid Security Deposit in the manner specified above will be summarily rejected.
- j. No other mode of payment will be accepted by the Company. The Bid Security shall not earn any interest to the bidder from the Company.

Note: i. Bidders claiming a waiver of Bid Security shall upload supporting documents as mentioned in Para No. 13.0 below along with technical bid. ii. Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected unless the bidder is exempted from submission of Bid Security as per Bid Security Exemption Criteria of this tender and proper proof towards this exemption is submitted by the bidder. Any subsequent deposit of Bid Security after the bid closing date shall not be permitted. Also, adjustment of Bid Security due against the instant tender, against dues from the Company or on any account shall not be permitted.

- 12.3 Any bid not secured in accordance with sub-clause 12.2 above shall be rejected by the Company as non-responsive.
- 12.4 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 12.5 Unsuccessful Bidder's Bid Security will be discharged and / or returned within 30 days after finalization of the Tender.
- 12.6 Successful Bidder's Bid Security will be discharged and / or returned upon Bidder's furnishing the Performance Security and signing of the contract. A successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause No. 27.0 below is furnished.
- 12.7 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 12.8 The Bid Security may be forfeited:
  - a. If the bidder withdraws the bid within its original / extended validity.
  - b. If the bidder modifies / revises their bid suo-moto within its original / extended validity.
  - c. If the bidder does not accept the contract.
  - d. If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender / contract.
  - e. If it is established that the bidder has submitted fraudulent documents or has indulged in corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.
- 12.9 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited, and the party shall be debarred as per the prevailing Banning Policy of the Company (OIL).
- 12.10 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.

- 12.11 The Bank Guarantee issuing bank branch must ensure the following:  
Bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Bank Guarantee in OIL's office.

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

- (a) "MT 760 / MT 760 COV for issuance of bank guarantee
- (b) "MT 760 / MT 767 COV for amendment of bank guarantee

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Guwahati Branch, IFS Code – UTIB0000140, Branch Address – Axis Bank Ltd., Guwahati Branch, Chibber House, G.S. Road, Dispur, Assam, Pin – 781005.

- 13.0 EXEMPTION FROM SUBMISSION OF BID SECURITY: Applicable as per latest Govt. mandate.

#### 14.0 PERIOD OF VALIDITY OF BIDS:

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

- 14.2 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.

#### 15.0 SIGNING OF BID:

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

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

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

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

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

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

#### 16.0 **SUBMISSION OF BIDS**

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

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

- 16.2 All the conditions of the contract to be made with the successful Bidder are given in various Sections of the Bid Document. Bidders are requested to state their compliance to each clause as per Proforma-D of the bid document and in case of non-compliance, if any, the same to be highlighted in the Proforma-D and the same should be uploaded along with the Technical Bid.
- 16.3 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

17.0 **INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:** Not Applicable.

18.0 **DEADLINE FOR SUBMISSION OF BIDS:**

- 18.1 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.
- 18.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 19.0 **LATE BIDS:** Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. 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.
- 20.0 **MODIFICATION AND WITHDRAWAL OF BIDS:**
- 20.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time.
- 20.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 20.3 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 the Bidder's forfeiture of its Bid Security and Bidder shall also be debarred from participation in future tenders of OIL and shall be put in the Holiday List for a period of six (06) months to two (02) years as the case may be as per Company's Banning Policy.
- 21.0 **EXTENSION OF BID SUBMISSION DATE:** Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.
- 22.0 **BID OPENING AND EVALUATION:**
- 22.1 Company will open the Technical Bids, including submission made pursuant to clause 18.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per **Proforma-I**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.
- 22.2 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.
- 22.3 Bids which have been withdrawn pursuant to clause 18.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

- 22.4 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.
- 22.5 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.
- 22.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the Bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other Bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 22.7 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.
- 22.8 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.
- 23.0 **OPENING OF PRICE BIDS:**
- 23.1 Company will open the Price Bids of the technically qualified Bidders on a specific date in presence of representatives of the qualified Bidders. The technically qualified Bidders will be intimated about the Price Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Price Bid Opening Date, the Bids will be opened on the next working day.
- 23.2 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.
- 23.3 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.
- 24.0 **CONVERSION TO SINGLE CURRENCY:** Not Applicable.

- 25.0 **EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per **BID EVALUATION CRITERIA (BEC), PART-2** of the Bid Document.
- 25.1 **DISCOUNTS / REBATES:** Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.
- 25.2 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.
- 25.3 **LOADING OF FOREIGN EXCHANGE:** There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic Bidders.
- 25.4 **EXCHANGE RATE RISK:** Since Indian Bidders are now permitted to quote in any currency and also receive payments in that currency, Company will not be compensating for any exchange rate fluctuations in respect of the services.
- 25.5 **REPATRIATION OF RUPEE COST:** Not Applicable.
- 26.0 **CONTACTING THE COMPANY:**
- 26.1 Except as otherwise provided in **Clause 19.0** above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide **sub-clause 19.6**.
- 26.2 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.
- 27.0 **AWARD CRITERIA:**
- The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 28.0 **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.
- 29.0 **NOTIFICATION OF AWARD:**
- 29.1 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.
- 29.2 The notification of award will constitute the formation of the Contract.

- 30.0 **PERFORMANCE SECURITY:** Successful bidder has to submit Performance Security as mentioned in GCC.
- 30.1 Performance security @10% of total contract value is applicable against this contract. The Performance Bank Guarantee shall be denominated in the currency of the contract.
- 30.2 The Performance Bank Guarantee specified above must be valid as mentioned in the LOA. The Performance Bank Guarantee will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.
- 30.3 The Performance Bank Guarantee shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.
- 30.4 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 30.5 Failure of the successful Bidder to comply with the requirements of **clause 27.0 and/or 28.0** and their sub-clauses shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be put in the Holiday List for a period from six (06) months to two (02) years as the case may be as per Company's Banning Policy.
- 30.6 Bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Bank Guarantee in OIL's office.

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

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

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

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Guwahati Branch, IFS Code – UTIB0000140, Branch Address – Axis Bank Ltd., Guwahati Branch, Chibber House, G.S. Road, Dispur, Assam, Pin – 781005.

31.0 **SIGNING OF CONTRACT:**

- 31.1 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.
- 31.2 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.
- 31.3 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 Performance Security if submitted by the successful Bidder. The party shall also be put in the Holiday List for a period from six (06) months to two (02) years as the case may be as per Company's Banning Policy.

## 32.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

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

## 33.0 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.

## 34.0 MOBILISATION ADVANCE PAYMENT: Not Applicable

## 35.0 INTEGRITY PACT:

35.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **ANNEXURE- XII** 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 uploaded 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 has 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.**

35.2 OIL has appointed the following persons as Independent External Monitors (IEM) for a period of 3 (three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitor for any matter relating to the IFB at the following addresses:

**Shri Ram Phal Pawar, IPS (Retd.),**  
Former Director, NCRB, MHA  
Mobile No.: 8017017878  
E-mail id : rpawar61@hotmail.com  
ramphal.pawar@ips.gov.in

**Shri Ajit Mohan Sharan, IAS (Retd.),**  
Former Secretary,  
Ministry of Ayush,  
Govt. of India  
Mob No.: 9810701876  
E-mail: ams057@gmail.com

**Dr. Tejendra Mohan Bhasin,**  
Former Vigilance Commissioner, CVC  
E-mail: tmbhasin@gmail.com

## 36.0 LOCAL CONDITIONS:

It is imperative for each Bidder to be fully informed themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bidding Document. The Bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as

stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

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

- 37.0 **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.
- 38.0 **CUSTOMS DUTY:** Not Applicable.
- 39.0 **PURCHASE PREFERENCE:** Not Applicable.
- 40.0 **PURCHASE PREFERENCE ON LOCAL CONTENT:** Not Applicable.
- 41.0 General Health, Safety and Environment (HSE) aspects shall be as per the terms set forth in Appendix-A of the tender document.
- 42.0 Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971 shall be as per terms set forth in Appendix-B of tender document.
- 43.0 The User Manual provided on the e-portal on the procedure How to create Response for submitting offer may be referred for guidance.
- 44.0 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 of various documents required against BEC/BRC of the tender:
- i. M/s. RINA India Pvt. Ltd.
  - ii. M/s. Dr. Amin Controller Pvt. Ltd.
  - iii. M/s. Germanischer Lloyd Industrial Services GmbH (DNV GL- Oil & Gas)
  - iv. M/s. TÜV SÜD South Asia Pvt. Ltd.
  - v. M/s. IRCLASS Systems and Solutions Private Limited
  - vi. M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.
  - vii. M/s. TUV India Private Limited
  - viii. M/s. TÜV Rheinland (India) Pvt. Ltd.
  - ix. M/s. Bureau Veritas (India) Private Limited
- 44.1 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by anyone of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate 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.

- 44.2 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 normally considered. However, in case a bidder submits its bid alongwith all relevant supporting documents as per BEC/BRC 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 letterhead to submit the duly verified copies/verification certificate within seven (7) days of actual 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 seven (7) days of actual bid opening at its own risk and responsibility. If a bidder does not submit the undertaking towards submission of third party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then such bids shall be considered.
- 44.3 The methodology of inspection/ verification of documents followed by the agencies is broadly as under but not limited to :
- (a) The prospective bidder will contact any of the empanelled inspection agencies against such tender. When prospective bidders approach any of the OIL's empanelled Inspection Agency, the agency will ask for the tender document and should go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. The inspection Agency 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. A copy of the Inspection Certificate shall be directly sent to the Concerned Tendering officer of OIL INDIA LIMITED, mentioned in the respective tender.
- (b) Verification of documents are normally categorised as under:
- General Requirement:
    - Check Bidder's PAN Card
    - Check Bidder's GST Certificate
    - Check ITR of company – last three years (minimum)
    - Check Bidder's Certificate of Incorporation – Domestic Bidder.
  - Additional Documents : ( If applicable against the tender)
    - Joint Ventures Agreements – To Double-check with JV Partners
    - Consortium Agreements – To Double-check with Consortium Partners
    - Holding/ Parent/Subsidiary Company – To check the notarized Share Holding pattern
  - Technical Criteria
    - Experience Proof –To check Original Work Order as per BEC /criteria
    - To check Company Name
    - To check Similar Work Definition against Work Order, Scope of work (JV or Consortium too)
    - To check the Execution period
    - To Check the Completion Certificates – Letter of Appreciations of proper Execution
    - Reference contact verification and true copy verification
    - Match Original Work Order/Contract Copy with Soft Copies or notarized scan copies

➤ Financial Criteria

- Check Audited Balance Sheet – Turnover as per BEC along with the bidder's compliance with respect to the following clause:

Considering the time required for preparation of Financial Statements, if the last date of the preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year \_\_\_\_\_ (as the case may be) has actually not been audited as on the Original bid closing date as per format'.

- Check Net-Worth – as per BEC
- Check Notarization validity
- Check original audited Balance Sheet with scan copies.
- To check the Line of Credit, if incorporated in the tender.

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**END OF PART - 1**

**PART – 2**

**BID REJECTION CRITERIA & BID EVALUATION CRITERIA**

## PART – 2

### **BID REJECTION CRITERIA & BID EVALUATION CRITERIA.**

#### **BID EVALUATION CRITERIA (BEC):**

1.0 **GENERAL CONFORMITY**: The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected. Bidders are advised not to take any exception/deviations to the bid document. All the documents related to BEC/BRC must be submitted along with the Un-Priced Techno-Commercial Bid.

#### **2.0 CRITERIA FOR LOCAL CONTENT (LC):**

**The bidder must be incorporated/constituted in India and must maintain more than 20% local content (LC) for the offered services to be eligible to bid against this tender.**

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide Letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020 by-MoPNG (including subsequent amendments thereof, if any) shall be applicable.

If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.

Whether or not the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:

(a) The bidder must provide the percentage (%) of local content in their bid, without which the bid shall be summarily rejected being non-compliant.

(b) The Bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid, stating that the bidder meets the minimum LC requirement (equal to or above 20%) and such undertaking shall become a part of the contract, if awarded [Format enclosed as **Annexure- A-1** to BEC].

(c) The aforesaid undertaking of the bidder as stated in point (b) above shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content. [Format enclosed as **Annexure- A-2** to BEC].

(d) Bidder to submit a copy of their Certificate of Incorporation/ registration in India.

## 2.1 **TECHNICAL EVALUATION CRITERIA:**

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

2.1.1 The bidder shall be a Project Management Consultant (PMC) in the field of Oil & Gas sector pipeline transportation and shall have successfully carried out One '**Similar Work/ Service**' of executed value not less than **INR 4,24,44,300.00** (excluding GST) during past 7 years (to be reckoned from the original bid closing date):

Definition of '**SIMILAR WORK**:'

Project Management Consultancy (PMC) or Engineering, Procurement, Construction Management (EPCM) Consultant for Construction or Replacement or Pipeline Coating Rehabilitation or Pipeline Coating Refurbishment of Onshore Hydrocarbon Pipeline Project, which has been successfully completed/ commissioned.

### **Notes to BEC Clause 2.1.1 above**

- (a) Experience of above similar work shall be for any Central Govt./ State Govt./ Semi-Govt./ Public Sector Undertaking/ State Govt. Enterprise/ any Public Limited Company within India and shall be in the name of bidder only, bid/ contract from sister concern/ group company shall not be considered and shall be rejected.
- (b) Job executed by a bidder for its own organization/ subsidiary shall not be considered as experience for the purpose under BEC and shall be rejected.
- (c) Bids on Consortium or Joint venture basis are not acceptable and shall be rejected
- (d) Experience of ongoing works which are yet to be completed/ commissioned shall not be considered and shall be rejected
- (e) A job completed by a bidder as a Sub-Contractor shall NOT be considered for the purpose of meeting the work experience criteria.
- (f) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date but completion/ commissioning is within the prescribed 07 (seven) years reckoned from the original bid closing date, such work experience will be considered for evaluation
- (g) In case a Bidder submits past track record (PTR) having job awarded for multiple Parts in single Work Order or Contract having separate completion schedule for each Part, and the Bidder wants to get qualified based on the completion of One or more Parts (irrespective of whether all Parts under the same work order are completed or not), which meets the subject PQC value-wise and with respect to Similar Work (as stipulated in clause above), the same may be considered subject to the completion certificate with executed value of that/those Part(s) from the Owner/End User for that/those Part(s).
- (h) However, where multiple-Parts work is awarded under different Work Order(s) having different Work Order reference number(s) with the same Enquiry Document no. or Contract no., cumulative value of such completed Work Orders meeting definition of Similar Work (as stipulated in clause above), as submitted, shall be considered for the purpose of PQC Evaluation.
- (i) The executed Contract Value or Work Order value as per the Completion Certificate shall be considered for meeting value based Work Experience Criteria. However, if the completion cer-

tificate also indicates details of taxes & duties, then these values of taxes and duties shall be excluded for evaluation.

### **2.1.2 Documents required to be submitted as proof of above:**

- (a) Letter of Award/ Work Order copy/ Contract document showing **Scope of work** complying to the requirement of '**Similar Work**' definition.
- (b) Completion Certificate issued by Project proponent (owner) in their letterhead having following details:
  - Title of project/ contract
  - Original period of EPCM/ PMC service as per Letter of Award
  - Date of start of the work
  - Date of completion/ commissioning of the work
  - Total executed value
- (c) In case, required details are not clearly mentioned in the above documents issued by owner, bidder shall submit other relevant additional supporting documents as proof of scope of work, date of completion/ commissioning of work and total executed value against the work(s).

#### Note:

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

### **3.0 FINANCIAL EVALUATION CRITERIA:**

- 3.1** Annual Financial Turnover from operation of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least **INR 4,24,44,300.00**
- 3.2** Net worth of the bidder must be **Positive** for the preceding financial/accounting year from the original bid closing date.

#### Note:

- i. Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).
- ii. Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (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"

#### Notes to BEC Clause 3.0 above:

- a. For proof of Annual Turnover from operation, Net worth & Working Capital, any one of the following documents/photocopies must be submitted along with the bid:

- (i) Audited Balance Sheet along with Profit & Loss account.
- OR

(ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **ANNEXURE – VI**.

Note :

i. Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.

ii. 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.

b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date/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) 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 & Working Capital 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-IXA**.

c. In case the bidder is a Central Govt. /PSU/State Govt. undertaking /Semi-State Govt. undertaking 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.

d. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para a. and b. above.

e. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned above in Para 3.1 & 3.2.

## **6.0 COMMERCIAL EVALUATION CRITERIA**

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

**be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.**

- 6.2 Bid security shall be furnished as a part of the Techno Commercial Un-Priced Bid. The amount of bid security should be as specified in the Forwarding letter/Introduction. **Any bid not accompanied by a proper bid security will be rejected.**
- 6.3 The prices offered will have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.
- 6.4 **Validity of the bid shall be minimum 120 days from the final Bid Closing date. Bids with lesser validity will be rejected.**
- 6.5 All the Bids must be Digitally Signed using Class III digital certificate (e-commerce application) with 'Certificate Type: **Organization Certificate**' as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than "Class 3" and "Organization" digital certificate, will be rejected. Digital Signature Certificates having "Organization Name" field other than **Bidder's Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.**
- 6.6 Successful bidder will be required to furnish a **Performance Bank Guarantee @10%** of the total contract value.
- 6.7 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued & purchased the tender document online.
- 6.8 Bids containing incorrect statement will be rejected.
- 6.9 No offers should be sent by Telex, Cable, E-mail or Fax. Such offers will not be accepted.
- 6.10 The following points are deemed as "non-negotiable" and offer shall be rejected straightaway without seeking clarification:
  - i. Validity of bid shorter than validity indicated in the tender.
  - ii. Bid Security declaration not received as per format (As per Proforma E)
  - iii. In case the party refuses to sign Integrity Pact.
- 6.11 Bidder must accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection:
  - a. Firm price
  - b. EMD / Bid Security
  - c. Scope of work
  - d. Specifications
  - e. Price schedule
  - f. Delivery / completion schedule
  - g. Period of validity of bid
  - h. Liquidated Damages
  - i. Performance bank guarantee / Security deposit
  - j. Guarantee of material / work
  - k. Arbitration / Resolution of Dispute
  - l. Force Majeure

- m. Applicable Laws
  - n. Integrity Pact, if applicable
- 6.12 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made.
- 6.13 **Price Schedule:**
- 6.14 Bidder shall submit the Price Break up as per **Proforma-B (Annexure DD)**. Bidders should fill up the annexure, sign and upload under “Notes & Attachments” > “Attachments” only.
- 6.15 **Comparison of offers shall be done on as per the Quality & Cost Based Selection (QCBS) methodology as mentioned in Evaluation methodology (section D below) and contract shall be awarded to the H1 (B)bidder.**
- 6.16 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 6.17 Price bids of only those bidders will be opened whose offers are found to be technocommercially acceptable.
- 6.18 **Purchase Preference (Linked with Local Content) (PP-LC) and purchase preference to MSE is not applicable against this tender.**
- 6.19 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure XII of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid. The name of the OIL’s Independent External Monitors at present are as under:

**Shri Ram Phal Pawar, IPS (Retd.),**  
Former Director, NCRB, MHA  
Mobile No.: 8017017878  
E-mail id : rpawar61@hotmail.com  
ramphal.pawar@ips.gov.in

**Shri Ajit Mohan Sharan, IAS (Retd.),**  
Former Secretary,  
Ministry of Ayush,  
Govt. of India  
Mob No.: 9810701876  
E-mail: ams057@gmail.com

**Dr. Tejendra Mohan Bhasin,**  
Former Vigilance Commissioner, CVC  
E-mail: tmbhasin@gmail.com

- 6.20 **No press advertisement will be published regarding amendment to Bidding Document or extension of Bid Closing Date. The same will be uploaded in OIL's website and informed to all prospective bidders who have received the bidding documents. Bidders to keep themselves updated.**
- 6.21 Other terms and conditions of the enquiry shall be as per General Condition of Contract-GCC. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BEC/BRC) mentioned here contradict the Clauses in GCC of the tender and/or elsewhere, those mentioned in this BEC/BRC shall prevail.
- 6.22 Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable.
- 6.23 Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.
- 6.24 There should not be any indication of price in the Un-priced Techno-Commercial Bid. If there is any indication of price in the Un-priced Techno-Commercial Bid, Such Bid will be rejected straightway.
- 6.25 **VERIFICATION BY INDEPENDENT INSPECTION AGENCIES:**

- a) The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by anyone of the following Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender:
- i. M/s. RINA India Pvt. Ltd.
  - ii. M/s. Dr. Amin Controller Pvt. Ltd.
  - iii. M/s. M/s. DNV Inspection India Pvt Ltd
  - iv. M/s. TÜV SÜD South Asia Pvt. Ltd.
  - v. M/s. IRCLASS Systems and Solutions Private Limited
  - vi. M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.
  - vii. M/s. TUV India Private Limited
  - viii. M/s. TÜV Rheinland (India) Pvt. Ltd.
  - ix. M/s. Bureau Veritas (India) Private Limited.
- b) E-mail ids of third party inspection agencies for document verification:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
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 Controllers 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:El Shirbini, Amr amr.el-shirbini@dnv.com">El Shirbini, Amr amr.el-shirbini@dnv.com</a> b. <a href="mailto:Helmy, Sherif Abdel Hamid she-rif.helmy@dnv.com">Helmy, Sherif Abdel Hamid she-rif.helmy@dnv.com</a> c. <a href="mailto:Rajesh Raikar raikar.rajesh@dnv.com">Rajesh Raikar raikar.rajesh@dnv.com</a>

iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	d. <a href="mailto:Jaimin.Bhatt@tuv-sud.in">Jaimin.Bhatt@tuv-sud.in</a> e. <a href="mailto:sanjaykumar.singh@tuv-sud.in">sanjaykumar.singh@tuv-sud.in</a> f. <a href="mailto:Pankaj.Narkhede@tuv-sud.in">Pankaj.Narkhede@tuv-sud.in</a> g. <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>

- c) 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.
- d) 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 normally considered. However, in case a bidder submits its bid alongwith all relevant supporting documents as per BEC/BRC 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 letterhead to submit the duly verified copies/verification certificate within seven (7) days of actual 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 seven (7) days of actual bid opening at its own risk and responsibility. If a bidder does not submit the undertaking towards submission of third party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then such bids shall be considered.

- e) The detailed methodology of inspection / verification of documents followed by the agencies are provided in Instruction To Bidder ( ITB) at appropriate Clause.

#### **D) EVALUATION OF BIDS/ EVALUATION METHODOLOGY**

##### **1) Bids qualifying as per terms of Technical Criteria , Financial Criteria and Commercial Criteria shall be eligible for this evaluation.**

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as given below:

a. Bids shall be evaluated both in terms of “**Quality**” as well as “**Quoted Price**” i.e., Quality & Cost Based Selection (**QCBS**) methodology. The weightage for the “**Quality**” is **70** and the weightage for the “**Quoted**” **price** is **30**, i.e., quality: quoted price is **70:30**.

b. The marks allocated against the various sub-sections under ‘**Quality**’ of Bid shall be as hereunder:

Sl. No.	Criteria	Percent of Max. Marks	Maximum Marks
1	Completed onshore hydrocarbon cross-country pipeline construction or rehabilitation projects (Carbon steel pipeline having diameter 12-inch & above excluding City Gas Distribution) as PMC / EPMC / consultant in India during last 7 years from original bid due date. Cumulative quantity of three executed contracts / orders shall be considered for evaluation.		5
	a) more than 1750 km	100.00%	
	b) more than 1400 km up to 1750 km	91.00%	
	c) more than 1050 km up to 1400 km	83.00%	
	d) more than 700 km up to 1050 km	75.00%	
	e) less than 700 km	0.00%	
	Documents to be submitted: As per technical past experience criteria 2.1.2		
2	Completed onshore hydrocarbon cross-country pipeline construction or rehabilitation projects (Carbon steel pipeline having diameter 4-inch & above excluding City Gas Distribution) as PMC / EPMC / consultant in India during last 7 years from original bid due date. Cumulative quantities of executed contracts/ orders shall be considered for evaluation.		20
	a) more than 105 km	100.00%	
	b) more than 70 km up to 105 km	91.00%	
	c) more than 35 km up to 70 km	83.00%	
	d) more than 10 km up to 35 km	75.00%	
	e) less than 10 km	0.00%	
	Documents to be submitted: As per technical past experience criteria 2.1.2		

Sl. No.	Criteria	Percent of Max. Marks	Maximum Marks
3	Experience of Pipeline EPMC or Design & Engineering involving design and engineering of permanent cathodic protection works - only completed onshore hydrocarbon projects in India during last 7 years shall be considered		20
	a) more than 105 km	100.00%	
	b) more than 70 km up to 105 km	91.00%	
	c) more than 35 km up to 70 km	83.00%	
	d) more than 10 km up to 35 km	75.00%	
	e) less than 10 km	0.00%	
	Documents to be submitted: As per technical past experience criteria 2.1.2		
4	PMC possessing following dedicated units as per organogram as on original bid due date		20
	a) Project and planning unit with minimum 5 officials	20.00%	
	b) Engineering unit with minimum 4 officials	20.00%	
	c) C&P unit with minimum 3 officials	20.00%	
	d) Inspection unit with minimum 3 officials	20.00%	
	e) Safety & Environment unit with minimum 2 officials	20.00%	
	Documents to be submitted: Certification from CEO or equivalent Competent Authority		
5	Number of Engineers in the current payroll of the company. Graduate Engineers (4 year-BE/ B.Tech) as well as Diploma Engineers (3 year course) having minimum 5 years of experience shall be considered for evaluation.		20
	a) more than 50 Engineers	100.00%	
	b) more than 25 Engineers up to 50	88.00%	
	c) more than 10 Engineers up to 25	75.00%	
	e) 10 or less nos. of Engineers	0.00%	
	Documents to be submitted: Self-certification by CEO/ HR-Head of organization along with proof of employment [Provident Fund Deposition Proof with Temporary Return Reference Number (TRRN) details and Name as per Electronic Challan cum Return (ECR) for the wage month 1/2/3 months prior to Bid Submission Month; for e.g., if the bid submission is scheduled in April then TRRN details for the wage month of January/ February/ March].		
6	Completed Engineering consultancy for Detailed Feasibility Report (DFR) or HAZOP Study or Integrity Study/Review OR Risk Assessment OR Residual life assessment OR Total safety assessment, for projects in Hydrocarbon sector in last 7 years from original bid due date.		15
	a) More than 10 nos.	100.00%	
	b) More than 07 nos. upto 10 nos.	88.00%	
	c) More than 04 nos. upto 07 nos.	75.00%	
	d) 4 or less nos.	0.00%	
	Documents to be submitted: As per technical past experience criteria 2.1.2		

**Notes:**

- i) It shall be the bidder's responsibility to ensure submission of unambiguous/clear and sufficient documentary evidence in support of the evaluation criteria/QCBS.
- ii) It may be noted that OIL shall seek no clarification against the documents submitted by the bidder to substantiate the quality parameters tabulated above, after the technical bid opening. Therefore, bidders must ensure that such documents (in toto) are submitted as part of the original submission. Also, the bidders must indicate – (i) Details of the document (document Ref. No., relevant Page No. etc.) submitted & (ii) Marks claimed by the bidder against each quality parameter, in the format prescribed in **PROFORMA-XY** and submit the same along with the technical bid.
- iii) A bid shall have to meet a minimum qualifying mark of **75** (cumulative) (**75% of the total marks**) in quality evaluation criteria as per QCBS Clause above. Bids not meeting the minimum qualifying marks in quality criteria shall be rejected. **The bids meeting the minimum qualifying marks shall be eligible for price bid evaluation as below.**
- iv) “Qualified Bids” (meeting the minimum Qualifying Marks of **75** in **Quality Criteria**) and conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Evaluation Criteria shall be considered for further evaluation.

**a) EVALUATED BID PRICE:**

“Qualified Bids” and conforming to the terms & conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Evaluation Criteria shall be considered for further evaluation as per the Evaluation Criteria given below:

- a) Commercial Bids shall be evaluated taking into account the Price quoted against as per **Proforma-B (Annexure DD)** excluding GST.
- b) Contract will be awarded for all the items as per Price Bid Format.
- c) Lump sum cost must include all liabilities and taxes including statutory liabilities but excluding GST which shall be quoted separately in the Price Bid format.

**Note:** The Evaluated Bid Score (B) shall be considered up to two decimal places.

**(b) INTER-SE-RANKING OF THE QUALIFIED BIDS**

To ascertain the Inter-se-ranking of the bids, the Quality & Cost Based Selection (QCBS) methodology as mentioned below shall be adopted:

An Evaluated Bid Score (B) will be calculated for each bid, which meets the minimum Qualifying marks of **75** in “Quality” Evaluation Criteria, using the following formula in order to have a comprehensive assessment of the Bid price and the Quality of each bid:

$$B = \left( \frac{C_{\text{low}}}{C} * 100 * X \right) + \left( \frac{T}{T_{\text{high}}} * 100 * Y \right)$$

where,

C	=	Evaluated Bid Price of the bidder
C <sub>low</sub>	=	The lowest of the evaluated bid prices among the responsive bids
T	=	The total marks obtained by the bidder against „Quality’ criteria
T <sub>high</sub>	=	The total marks achieved by the best bid among all responsive bids against Quality criteria
X	=	0.3 (The weightage for Quoted price is 30)
Y	=	0.7 (The weightage for Quality is 70)

**(c) AWARDING METHODOLOGY:**

- I. The Evaluated Bid Score (B) shall be considered upto two decimal places
- II. Contract shall be awarded to the bidder with the Highest Evaluated Bid Score (B).
- III. In the event of two or more bids having the same highest Evaluated Bid Score (B1), the bid scoring the highest marks against Quality criteria will be recommended for award of contract. Even if still there is a tie, “draw of lots” will be resorted to arrive at the recommended bidder.
- IV. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation.
- V. Prices 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.
- VI. 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.
- VII. Original Bid closing date will be considered for evaluation of BEC/BRC criteria even in case of any extension of the original Bid Closing Date.

**GENERAL:**

- 1.0 In case bidder takes exception to any clause of bid document not covered under BEC/ BRC/ PQC, 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.
- 2.0 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/ BRC/ PQC also and such clarifications fulfilling the BEC/ BRC/ PQC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 3.0 If any of the clauses in the BEC/ BRC/ PQC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC/ BRC/ PQC shall prevail.
- 4.0 No press advertisement will be published regarding amendment to Bidding Document or extension of Bid Closing Date. The same will be uploaded in tender portal. Bidders to keep themselves updated.
- 5.0 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.
- 6.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

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**END OF PART – 2**

## PART-3

### GENERAL CONDITIONS OF CONTRACT

#### 1.0 APPLICABILITY, DEFINITION & INTERPRETATION

##### 1.1 **Applicability**

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

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

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

##### 1.2.1 **COMPANY/OIL/Operator:**

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

##### 1.2.2 **CONTRACTOR:**

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

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

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

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

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

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

Shall mean the person or the persons appointed by the COMPANY from time to time to act on its behalf at the site for overall Construction activity.

##### 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):**

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

**1.2.16 Inspectors:**

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

**1.2.17 Tests:**

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

**1.2.18 Approval:**

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

**1.2.19 Day:**

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

**1.2.20 Month:**

Shall mean a calendar month as per Gregorian calendar.

**1.2.21 Year:**

Shall mean calendar year as per Gregorian calendar.

**1.2.22 Working day:**

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

**1.2.23 Bid/offer:**

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

**1.2.24 Guarantee:**

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

**1.2.25 Mobilization:**

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

**1.2.26 De-mobilization:**

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

**1.2.27 Willful Misconduct:**

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

**1.2.28 Gross Negligence:**

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

**1.2.29 Criminal Negligence:**

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

**1.2.30 GST Legislations:**

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

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

**2.0 CONTRACT DOCUMENT:**

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

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

TRACT.

**3.0 WAIVERS AND AMENDMENTS:**

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

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

**4.0 CONTRACT TIMELINE:**

**4.1 Effective Date of Contract:**

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

**4.2 Date of Commencement of Operation:**

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

**4.3 Duration of the contract:**

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

**5.0 SCOPE OF WORK/CONTRACT:**

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

**6.0 GENERAL OBLIGATION OF CONTRACTOR:**

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

6.1 Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.

6.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.

6.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

6.4 Comply with all applicable statutory obligations specified in the contract.

6.5 CONTRACTOR shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

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

6.7 CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.

**7.0 GENERAL OBLIGATION OF COMPANY:**

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

7.1 Pay CONTRACTOR in accordance with terms and conditions of the contract.

7.2 Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.

7.3 Perform all other obligations required of COMPANY by the terms of this contract.

**8.0 DUTIES AND POWER/AUTHORITY:**

**8.1 OIL's site representative/engineer:**

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

(a) Overall supervision, co-ordination and Project Management at site.

(b) Proper and optimum utilization of equipment and services.

(c) Monitoring of performance and progress

(d) Commenting/countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.

(e) He shall have the authority, but not obligation at all times and any time to inspect/test/examine/verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However, this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.

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

**8.2 CONTRACTOR's representative:**

- (a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorization from the CONTRACTOR.
- (b) Representative(s) shall liaise with OIL's representative/engineer for the proper coordination 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 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-F and must be in the form of a Bank Draft/Cashier's cheque/Banker's cheque\*/ NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee from Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR/service provider.
- 10.2 Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:

Full address.

Branch Code.

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

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

- 10.3 The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.
- 10.4 The Performance Security shall be denominated in the currency of the contract.
- 10.5 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.
- 10.6 The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.
- 10.7 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 10.8 Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

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

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

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

11.0 **SIGNING OF CONTRACT:**

The successful bidder is required to sign a formal detailed contract with OIL within a maximum period of 60 days of date of LOA. Until the contract is signed, the LOA as well as GCC & SCC as prescribed in the Tender, shall remain binding amongst the two parties. In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the 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 provi-

sions 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/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

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

14.0 **INSURANCE:**

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

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

pal 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 the Law and Insurance Regulation.**

## 15.0 **LIABILITY:**

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

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

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

16.0 **LIMITATION OF LIABILITY:**

- a) Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.
- b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or 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 demobilized from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at CONTRACTOR's own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost 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 will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.
- 27.6 CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.

- 27.7 CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.
- 27.8 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.
- 27.9 COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. 27.4 above.
- 27.10 The acceptance by CONTRACTOR of part payment on any billing not paid on or before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.
- 27.11 Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:
- 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 upto 02 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.
- 28.0 **PAYMENT OF COMMISSION/FEE/REMUNERATION OF INDIAN AGENT /CONSULTANT/REPRESENTATIVE/RETAINER/ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):**

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

invoices of the CONTRACTOR and paid to the Indian agent/ consultant/ representative/retainer/associate.

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

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

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

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

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

The CONTRACTOR agrees and undertakes to indemnify OIL for any liabilities arising out

of declarations made by him in future on violation or provisions of the EPF Act 1952 and ESI Act 1948.

30.0 **TIMELY MOBILISATION AND LIQUIDATED DAMAGES:**

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

gaged 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, withhold 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 Guwahati and Principal Bench of Guwahati High Court.

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

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

- a) The Mines Act 1952
- b) The Oil Mines Regulations, 1984

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

**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 provi-

sion of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).

- ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.
- x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

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

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

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

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

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

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

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

**38.0 POLLUTION AND CONTAMINATION:**

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 ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

#### 42.0 SETTLEMENT OF DISPUTES:

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

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

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

		tors.
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5. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
6. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
7. Parties agree and undertake that neither shall be entitled for any pre-reference or pendent-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) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.
- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

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

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

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

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

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

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together

be referred to as OEC (Outside Experts Committee).

- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
- g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.
- h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.
- 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 CONTRACTORS being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirety or partially to the extent non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.
- 44.8 **Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment alongwith crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.
- 44.9 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from 44.1 to 44.8 and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.
- 44.10 **Consequence of Termination:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be

bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

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

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

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

**45.0 TO DETERMINE THE CONTRACT:**

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

**46.0 WITHOUT DETERMINING THE CONTRACT:**

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

**47.0 ERRING/DEFAULTING AGENCIES:**

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

**48.0 MISCELLANEOUS PROVISIONS:**

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

48.2 CONTRACTOR shall conform in all respects with the provisions of any Statute, Ordinance

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

- 48.3 During the tenure of the Contract, CONTRACTOR shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, CONTRACTOR shall clear away and remove from the site any surplus materials; rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the COMPANY.
- 48.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel or any other justified situation in which case the replaced person should have equal experience and qualification, which will be again subject to prior approval, by the COMPANY.

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**END OF SECTION – Part-3-Section-I**

**SCOPE OF WORK/TERMS OF REFER-  
ENCE/PAYMENT TERMS  
(Part-3-Section-II)**

**Work: HIRING OF SERVICES FOR PROJECT MANAGEMENT CONSULTANT (PMC) FOR COMPLETE MANAGEMENT OF “PIPELINE REHABILITATION PROJECT-PHASE II” OF APPROX. 700 KM**

**SCOPE OF WORK**

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## 1.0 Introduction

Oil India Limited (OIL) is a “MAHARATNA” category Public Sector Enterprise under Ministry of petroleum & Natural Gas (MoP&NG), engaged in the business of Exploration, Production & Transportation of Crude Oil, Petroleum Products and Natural Gas and Production of LPG in India with participating interest in E&P sector in various overseas assets.

The Pipeline Sphere of OIL deals with transportation of petroleum to different refineries and thus operates a total of 1900 Km of hydrocarbon pipelines, which comprises of 1246 Km of Crude oil trunk pipeline (NBPL) and 654 KM Product pipeline (NSPL). For this purpose, it owns a 1157 Km long pipeline Right-of-Way (RoW) from Duliajan to Barauni traversing three states of Assam, West Bengal and Bihar. This RoW has multiple hydrocarbon pipelines viz. crude, product & natural Gas, all protected from a common Impressed Current Cathodic Protection (ICCP) system owned and maintained by OIL. Out of above-mentioned pipelines in the ROW, 1415 km of pipelines (mostly 16-inch and 14-inch diameter) are more than 40 years old and were considered under Pipeline Rehabilitation Project primarily involving in-situ coating refurbishment with cold tape systems with an aim to enhance life of pipelines by another 30 years.

## 2.0 Project Background

Due to natural degradation of the originally applied Coal Tar coating of old pipelines along with associated issues like shorted cased crossings and insulating flanges, the ICCP system was unable to adequately protect the pipeline system from external corrosion. ILI Survey and metallurgical tests of pipelines, indicates no major corrosion defects and has not recommended de-rating of the pipelines.

To ensure required external corrosion protection through coating and cathodic protection, Pipeline Rehabilitation Project, Phase-I was carried out during 2017-2022 with in-situ coating refurbishment of 593 km of pipeline along with associated works such as cased crossing repairing, block valve coating, MIJ installation, TLP installation, ICCP system overhauling, conversion of cased crossing to HDD crossing etc.

In Phase-I of the project, coating refurbishments were targeted in approx. 10-15 km sections on both sides of ICCP current injection points. Works were carried out in five spreads distributed from Duliajan in Assam to Barauni in Bihar. Strategic objective of the prioritization was to provide an early increase in the throw of cathodic protection current, with resulting improved potential, between TR units. Though continuous application of new coating could not be carried out for all sections due to various hindrances, substantial improvement in CP level has been observed.

Following cold tapes were applied in-situ:

- i) **Dry with normal soil** – 3PLY/2PLY Polyethylene, Butyl Rubber Adhesive based Cold Applied Tape Coat System with Primer
- ii) **Dry with rocky soil** – 3PLY/2PLY Polyethylene, Butyl Rubber Adhesive based Cold Applied Tape Coat System with Primer
- iii) **High water table areas** – Inner Wrap (without Primer) Cold Applied Non-Crystalline Low-Viscosity Polyolefin Wrapping Tape (Visco-Elastic) / protective mechanical outer wrap of PVC tape with coated with a modified pressure sensitive rubber resin

- iv) **Water-logged areas** - Petrolatum tape coating system with primer, inner corrosion protection layer and outer mechanical protection layer.
- v) **RoW Block Valves** - Petrolatum tape coating system with primer, profiling mastic, inner corrosion protection tape and outer mechanical protection tape.

For completion of balance coating refurbishment of approx. 700 km pipeline along with other associated works, Pipeline Rehabilitation Project, Ph-II has been initiated. This project is of construction intensive linear nature in a RoW with live hydrocarbon pipelines with some involvements in procurement, tendering and CP system design.

### **3.0 Service of Project Management Consultant (PMC)**

Service of Project Management Consultant (PMC) is envisaged for the project from the initial stage till project closure as an extension of the owner (OIL). Being a construction oriented project along a long spread of area from Duliajan to Barauni with challenging coating refurbishment target of approx. 230 km per year, efficient construction and safety management is key to the success of the project. It is expected from the PMC that it will be able to deploy sufficient numbers of quality manpower required for ensuring quality and safety of the work to be executed.

Scope of the project, expected deliverables by PMC, time, approximate cost etc. are detailed in the forthcoming paras. PMC needs to work in close co-ordination with client's Project team stationed at Pipeline Headquarters, Narangi as well as with various pump station teams spread along the route from Duliajan to Barauni.

For this project, safety management is a focus area as construction works involving deep excavation will be carried out in a pipeline RoW with live hydrocarbon pipelines and OFC in a challenging geographic terrain and difficult weather conditions with high annual coating refurbishment target.

Linear nature of project construction works warrants changed site conditions and changed jurisdiction authorities. Logistics plays a crucial role for linear projects.

The bidder, at his own responsibility, risk and cost is encouraged to visit and examine the site of works and its surroundings, understand the logistics and obtain all information that may be necessary before submitting bid.

### **4.0 Scope of work envisaged under the project**

#### **4.1 RoW survey works (approx. 700 km)**

Survey data is critical for prioritizing work fronts as per weather conditions as well as for minimizing hindrances during field work execution.

GPS based detailed field survey is envisaged to avail following details:

- RoW alignment sheet along with elevation level
- GPS based Pipeline chainage recording
- Actual location of pipelines & OFC in the RoW
- Depth of pipelines
- GPS location of pipeline features like TLP, KM Post, Boundary Marker etc.
- Ownership of RoW (OIL/ Railway/ PWD/ Forest/ Defence etc.)
- Hindrances like tree, electrical poles, nearby walls, temporary encroachment if any
- Population density

- Road/ Railway/ Waterbody/ Forest crossing details and concerned authorities for seeking permission
- Soil condition of RoW land (sandy/ alluvial/ swampy/ rock etc.)
- Area location (paddy field/ town/ village/ city/ water body etc.)
- Scope for soil erosion after backfilling
- Approach roads for pipeline equipment mobilization

Based on the time schedule of project, client may proceed for tendering process before appointment of PMC.

#### **4.2 Statutory and other permission related works**

Based on the survey details or other available details with client, statutory application process for forest area etc. will be initiated by client. PMC will provide necessary support.

For other permissions related to open cut crossing of roads from concerned authorities, permission related to RoW hindrance removal, permission from Railways & Defense authorities etc. necessary strategy and provision will be done through coating works contract or separate contract to acquire requisite permission in an expedited way. Permissions will be availed as per front prioritization for offering to coating works contractors.

#### **4.3 Material procurement**

Based on survey details or other quantity estimation methods, cold tape coating and associated materials shall be procured in batches. Based on the quantity of materials and other criteria, suitable procurement process through coating works contract may be followed. Various steps such as cost estimation, preparation of technical specifications, qualification norm formulation, tendering, ordering, manufacturing, inspection, delivery etc. will be in the scope of the project. Following are major material requirements:

- 3-ply/ 2-ply cold tape coatings for in-situ application on pipeline complying to technical specifications of Rehabilitation Ph-I project
- Viscoelastic cold tape coatings for in-situ application on pipeline complying to technical specifications of Rehabilitation Ph-I project
- Petrolatum cold tape coatings for in-situ application on pipeline complying to technical specifications of Rehabilitation Ph-I project
- Petrolatum cold tape coatings for in-situ application on RoW block Valve & similar fittings complying to technical specifications of Rehabilitation Ph-I project
- Coating application machines
- Casing filler and other associated materials required for casing repairing
- Monolithic Insulating Joints along with surge diverters
- Rockshield or equivalent high density extruded polyethylene mesh for protecting pipeline coatings from rocky backfills
- Test Lead Points of different types

- Materials for revamping/ overhauling of CP system, new anode bed (if required)
- Equipment/ Tools for material handling
- Piping materials required for MIJ works, pipeline replacement etc.
- Any other materials required for the project

#### **4.4 Warehousing and material management**

Safe storage of coating material is critical for this project. As a various coating materials are delivered in batches, coating materials are stocked suitably based on the consumption pattern.

OIL's own warehouses constructed during Rehabilitation Ph-I project are available for use in Ph-II project. However, in case of any further requirement of warehouses based on work location, it will be hired from CWC or similar owners. Once the materials are handed over to coating works contractors, they will manage it properly in their own warehouse.

Material management is a vital function under the project. Arranging necessary loading & unloading services along various delivery locations, documentation related to receipt of materials, proper stacking of materials, issue of various types of coating materials as per site requirements, real-time inventory updating, monitoring of coating material consumption pattern vis-à-vis approved rate, monthly material reconciliation, receipt and reconciliation of surplus materials etc. are to be efficiently managed under the project.

#### **4.5 Coating refurbishment work (approx. 700 km)**

Coating refurbishment work is primary work under the project with challenging target of approximately 700 km in 3 years of construction period (i.e. @ 230 km per year). Difficult geographic terrain, high ground water level, deep excavations, working on live hydrocarbon pipelines, limited dry weather window, hindrances in the RoW etc. are some hurdles to be considered in formulating coating works contracts.

It is essential to mobilize contractor's resources by October, get some productivity in November & December, maximize productivity during January to April and continue to the possible extent during May-June months. During July to September, coating works are not feasible due to rainy weather and high possibility of soil erosion from the backfilled trenches.

For ease of work execution and monitoring, total work distributed from Duliajan to Barauni into spreads (in Rehabilitation Ph-I project, 5 spreads were operated – 3 for Assam, 1 for West Bengal, 1 for Bihar). For Ph-II project also, spreads will be segregated based on work volume and location.

In general, OIL's CP stations are located every 50 km apart. For the pipeline section between two CP stations, approx. 20-25 km have been completed in Rehabilitation Ph-I project and balance will be completed in Ph-II project. It is intended that coating refurbishment work within a spread will be completed in totality for a section and then offered for CP works as well as survey. Then the next section between two CP station shall be offered for work. Idea for this strategy is to complete coating refurbishment in the 1<sup>st</sup> year for 1/3<sup>rd</sup> of pipeline sections between CP stations in totality, carry out CP survey, rectify the defects and ensure required cathodic protection level for those sections. So forth for 2<sup>nd</sup> and 3<sup>rd</sup> years. After completion of coating refurbishment work in 3<sup>rd</sup> year, only CP works will be done during 4<sup>th</sup> year for left out sections.

Productivity of coating refurbishment varies with locations and weather conditions. While, in a favorable work condition such as paddy land with low ground water level per day coating of 150 m can be obtained from a single opening, in harsh condition of swampy area only 5-10 m of coating is witnessed. Such harsh conditions need many resources from contractor. Hence, based on complexity of work execution and coating types, category of coating works should be formulated to compensate for contractors' high expenses against less productive work segments. Front to be offered to contractors should be prioritized well in advance based on the ground water level. It has been observed that many areas which remained swampy in Nov-Dec becomes workable with normal coating and better productivity in March month. Tracking of weather pattern in a documented way should be ensured throughout the construction period.

As the productivity of coating works depends on timely mobilization of sufficient quality resources by contractors, these needs to be clearly communicated in the coating works tender documents. Man, Materials & consumables – all are equally important resources and are to be managed productively during the entire construction period. On many occasions, sub-contractors are engaged by main contractors. Quality and resourceful sub-contractor engagement shall be ensured through a documented process.

Grit blasting with copper slag is the suggested method of surface preparation for 3-ply/2-ply coating works.

Various NDT & quality checks are involved in the coating works process. Certified personnel from PMC and Contractors shall ensure quality conformance with quality tools. Direct assessment of pipe surface using eddy current array screening for detection of SCC, cracks and other defects are being explored and may required to be included in NDT process.

High ground water level in pipeline RoW is a serious hindrance in carrying out the coating works. Sufficient ground water pumping is required in all fronts. In most of openings, water continuously surfaces in the trench and need continuous pump out. For high water volume, wellpoint dewatering facilities are required. To ensure proper dewatering, necessary resources and adequate remuneration to contractors shall be ensured in the tender for coating works. Coating application methodology in perennially water accumulated area should be specifically adopted with advance planning of necessary resources and weather.

High humidity level in North-East region affects the productivity of the coating works. Sweating phenomenon is often observed on the pipeline after old coating removal and surface preparation, hindering application of 3-ply/2-ply coating works. Portable type dehumidification tools suitable for linear pipeline works should be provided for gaining productivity.

Excavation of trench for coating works is challenging than laying a new pipeline. Both sides of an operating pipeline are excavated safely along with bottom clearance from the pipeline. Sufficient and safe space for coating works personnel in the trench is an essential requirement. For proper trench stability, robust and productive shoring mechanism is required to be ensured. Suitable SOR line item in coating works contract shall be incorporated to ensure mandatory implementation to shoring & shuttering as per risk assessment.

Slope stabilization after backfilling of the trench is important for long term integrity of RoW. Suitable methodology shall be incorporated in the contract to ensure quality implementation of slope stabilization. Provision may be kept in the coating works contract for backfilling with extra soil.

Mud mats (HDPE/ High strength polymer) have been found to be very effective for excavator movement in muddy RoW conditions. Necessary provision shall be kept in the coating works contract to avail sufficient mats by respective contractors.

Due to changes occurred on the RoW over the decades, pipeline depth cover is less than industry standard in many locations and deeper in many locations. Coating works contract should have the scope to maintain it in proper depth.

For OIL's Pipeline network, Pipeline RoW is under jurisdictions of respective Station in-charges. As work permits as per OISD-105 standard are issued under the authority of respective station i/c, effective logistic and communication mechanism is essential to avoid productive time loss.

4G/5G SIM based mobile CCTV monitoring of individual openings of coating work locations is envisaged for the project. Necessary provision shall be kept in the coating works contracts.

For efficient management of documentation system, Real-time documentation in Pipeline Information Management System (PIMS) is envisaged. It is intended to digitise the entire project information & records from the inception covering survey data, coating material tracking using bar codes, approval of drawings and work procedures, simultaneous GPS based report generation from various sites by contractor in standard formats, online verification of reports by PMC & Client, safety management system documentation, material consumption and reconciliation, as-built drawing generation, photograph & video storage, measurement sheet generation, MIS report generation, dashboard for management etc. in line with modern pipeline construction project management practices. Various construction reports are to be generated in digital format for activities such as RoU clearing, trenching, old coating removal, grit blasting, thickness measurements & other quality checks, NDT reports, new coating application, coating thickness measurement, backfilling, restoration etc. It is also intended to digitize our existing paper-based reports (available in scan copy) for 593 km refurbishment work completed under Ph-I of the project in the same platform proposed above.

#### **4.6 Coating refurbishment work (left out area in Ph-I)**

During coating refurbishment works under Rehabilitation project Ph-I, some areas under targeted 10-15 km from CP station were left out due to various reasons. For effective CP level maintenance, coating refurbishments in these areas have been envisaged. Based on as built reports for Ph-I project and survey data, scope shall be specifically added in the coating works contracts. Provision for suitable remuneration for mobilization & demobilization may be taken care. Also, because of the complexity in RoW and associated hindrances, dry weather conditions and working by dedicated crew should be planned. Suitable penalty provision may be incorporated for delay in engaging dedicated crew.

#### **4.7 Defect Repair of Pipeline**

Pipeline defected are occasionally observed after surface cleaning of pipeline during coating refurbishment. Based on the repair criteria as per technical standards, pipelines are repaired by sleeve welding or other established practices as per industry standards. Scope for the same shall be adequately incorporated in the coating works contracts.

#### **4.8 Monolithic Joint Installation in Repeater/ SV stations**

Installation of Monolithic Insulating Joints (MIJs) for 7 nos. of Repeater stations of crude pipeline network and SV stations of product pipeline network has been envisaged under the project. S-bend modification requirements are observed for MIJ instal-

lations. For isolation purpose, hot-tapping and stoppling system with flow by-pass mechanism shall be availed through outsourced services. In some cases, flow by-pass may not be feasible, and job has to be completed safely in minimum pipeline shut-down. Adequate shoring & shuttering arrangements are to be mandatorily provided for excavation works involved.

#### **4.9 Cased Crossing Repairing**

To rectify shorted cased crossings (both electrolyte and metallic types) necessary scope shall be incorporated in the coating works contracts. To ensure execution of casing repair works from the beginning, dedicated crew should be engaged by contractor. Suitable penalty provision may be incorporated for delay in engaging dedicated crew.

#### **4.10 Valve recoating and associated maintenance works**

Recoating of balance RoW block valves using Petrolatum tape coating has been envisaged under the project. To ensure execution of valve coating works from the beginning, dedicated crew should be engaged by contractor. Suitable penalty provision may be incorporated for delay in engaging dedicated crew.

#### **4.11 Installation & relocation of TLPs**

New Test Lead Points (TLP) have been installed in RoW every kilometer. During coating works, these TLPs will require temporary shifting and re-installation with new cables. In some cases, new TLPs may be required. Necessary scope should be incorporated in the coating works contracts.

#### **4.12 HDD, Pipeline Replacement works**

Some pipeline section may require rehabilitation by way of new HDD crossing and pipeline section replacement. In case of such requirements, necessary execution through outsourcing shall be carried out under the project.

#### **4.13 OFC laying works**

OFC laid in OIL's RoW often creates hindrance for productive coating refurbishment works as it fouls the pipeline excavation trench. If such hindrances arise, it is envisaged to lay new OFC by the contractor as per OIL's norms to establish alternative communication link. Scope for the same should be included suitably in the coating works contracts.

#### **4.14 Cathodic Protection works (including survey)**

Final objective of the Rehabilitation project is to achieve adequate CP level. It is expected that after completion of balance coating between two CP stations, expected CP level will be achieved. In line with progress of coating works, CP surveys will be carried out through outsourced expert agencies. As per CP survey results, necessary coating defect repair will be carried out. CP teams of client and PMC will further analyze the CP deficient locations and carry out necessary engineering for long term protection from external corrosion. Execution of such CP survey and engineering implementation will be carried out through CP works. Time period of CP works and contracting strategy will be suitably devised.

#### **4.15 Dismantling works**

During coating works in RoW, some temporary/ permanent nature of structures may require dismantling. For e.g., a wall near RoW boundary that creates a risk of collapse during work may require dismantling in advance. There may be some electrical pole

relocating, tree uprooting works. Necessary scope shall be incorporated in the coating works contracts.

#### **4.16 Road and other restoration works**

For coating refurbishment, many permanent roads, drains etc. have to be dismantled for open cuts crossings. In some cases, brick wall and similar structures may also require dismantling to facilitate coating works. Necessary provision should be kept in the coating works contract for restoration of the same as per required technical specifications.

#### **4.17 Project Documentation & MIS works**

Various coating works details, NDT reports, as built documents, CP reports etc. are vital pipeline integrity documents. High quality documentation in digital as well as physical format is envisaged under the project.

Additionally, routine progress reports (daily/ weekly/ monthly), risk reports, cost outlook etc. as per standard project management practices shall be followed. PMC shall prepare all necessary reports for the project required to be submitted by client to its Corporate Management as well as to the Ministry as per the required/ stipulated format and frequency.

For efficient management of documentation system, Real-time documentation in Pipeline Information Management System (PIMS) is envisaged. Details envisaged for the system is mentioned in Para 4.5 above.

#### **4.18 Other associated works arising during project execution**

Any other associated works exclusively not mentioned in para above may also be considered by client and PMC.

### **5.0 Anticipated Project Timeline**

Project time estimate is as follows:

<b>Major Milestones</b>	<b>Target Timeline</b>
Kick-off meeting & submission of Project Execution Philosophy	Within 1 month after awarding
Tendering & awarding of coating works tender for all spreads	By August'24
Tendering, Mfg & Delivery (1 <sup>st</sup> lot) of coating materials	By end September'24
Coating work – season 1 (target 230 km)	October'24 – June'25
Coating work – season 2 (target 230 km)	October'25 – June'26
Coating work – season 3 (target 230 km)	October'26 – June'27
Cathodic survey and associated CP works – season 1	December'25 – May'26
Cathodic survey and associated CP works – season 2	December'26 – May'27
Cathodic survey and associated CP works – season 3	December'27 – May'28
Project documentation and closure	Remaining period till contract

Major Milestones	Target Timeline
	end date

The PMC shall ensure that the project gets completed within the stipulated time frame. The PMC would prepare detailed activity schedule for the project in consultation with the Owner at the beginning/ during kick-off meeting. All efforts should be made to meet all the intermediate schedule and milestones.

Time is the essence of contract. No delay on account of any reasons on the part of the PMC / Contractors engaged for work packages/ delivery of material shall be accepted. PMC shall ensure makeup plan in place for achieving the scheduled completion. PMC is required to plan and put manpower and resources accordingly.

PMC is required to work simultaneously on various procurement & works packages and accordingly, make all out efforts to complete the project on or before the time schedule.

## 6.0 Project cost

Ball Park cost estimate for Pipeline Rehabilitation Ph-II project is INR 600 Crore.

## 7.0 Deliverables by PMC

As a PMC for the job, the consultant shall act as an extension of the Owner, always keeping in view Owner's interests and advising/guiding the Owner on all important matters and ensure that the project is completed within specified cost and time with quality deliverables.

Broadly, the PMC will carry out all necessary work on behalf of client to complete scope of work envisaged under the project as mentioned in Para 4.0 above. To list out, work of the PMC is summarised under the following heads however the list is not exclusive/exhaustive. PMC shall also be required to do the works not envisaged herein and specifically mentioned below, but otherwise required for overall completion of the project as a consultancy services, within the quoted price/awarded value of work to PMC.

- a) Initial Site visits
- b) Submission of Project Execution Plan/ Project Management Plan
- c) Review of owner's data (technical documents, survey reports, Ph-I project reports etc.).
- d) FEED: Carryout all necessary calculations and conduct all appropriate design procedure and analysis, as required; Issue of drawings.
- e) Project Procurement & Contracting Strategy
- f) Preparation of drawings and Project Document Index.
- g) Planning of detailed activities and Scheduling (using Primavera or equivalent software tools)
- h) PMC shall provide all technical documents and liaison assistance with statutory authorities like MOEF (Ministry of Environment & Forest), SPCB (State Pollution Control Board), Forest, Wildlife Sanctuaries, railways, irrigation, National/ State highways authorities, defense authorities etc. for obtaining various statutory/ other permissions.
- i) Preparation of Material specifications, Work Procedure, SOP, Quality document (QA/QC)
- j) Preparation of item wise cost estimate.
- k) Preparation of tender documents RFQ, invite bids, including clarification to vendors / bidders, pre-bid meetings, evaluation of un-priced/ price bid, assistance during negotiations, if situation arises.

- l) Forwarding recommendations as required for Awarding of Contracts/Purchase Orders as per OIL's "Integrated Procedure/Manual for Procurement of Goods & Services"
- m) Preparation of letter of intent, work orders/purchase orders, contract documents/ agreements.
- n) Review and approval of design/drawings/ documents for material supply and work execution as submitted by vendors/ contractors/ suppliers.
- o) Inspection/Expediting of Materials.
- p) Materials Management (in totality)
- q) Construction Management and Supervision in totality
- r) Establish Quality Management System and ensure Quality control as per approved Quality Assurance plan (QAP)
- s) Project Cost Control, Management & Monitoring, and implementation of corrective action.
- t) Project Information Management
- u) Risk Management of the project along with the detailed Risk Analysis
- v) Training and certification of construction supervision engineers on six-monthly basis through an established mechanism (in consultation with owner). **Cost of such training and certification shall be in the scope of the consultant.** Client may carry out audit of the construction at any time of its own or through Third Party Agency. Client may also organize additional sensitization programme along with qualifying tests for PMC Manpower at client's own cost. PMC shall participate without any objection as per client's advice. PMC's manpower if unable to pass the qualifying tests as mentioned above, such personnel may require replacement, if advised by client.
- w) Health & Safety Management System complying with Statutory, Regulatory and National & International Standards; preparation of bridging documents; preparation of project specific ERDMP.
- x) Certification and forwarding the vendors bills to Owner within stipulated time
- y) Review and approval of 'As Built Documents/Drawings'.
- z) Complete assistance in Lodging of Insurance claims and realization of the same: It shall be the PMC's responsibility to carry all the technical & coordination works for lodging of insurance claims and assistance in realization of these claims from the insurance agencies. However, procurement of insurance policies and payment of its premium would be in the scope of Owner.
- aa) During work execution, PMC shall maintain all records of ROW/RoU obstruction/ hindrances with due justifications.
- bb) Performance of Vendors/ Contractors
  - Carry out the vendor performance evaluation of vendors/contractors.
  - Along with the order/contract closing statements, PMC shall also provide performance evaluation report of all the vendors/ contractors.
- cc) Project documentation in totality and project closure.

PMC shall work with the aim to complete the Project on or before the schedule, within the stipulated cost and shall follow all relevant & applicable international/national codes and standards.

Some of the deliverables are elaborated below for ease of understanding:

### 7.1 Review of Data and Initial Studies

- a) Review the owner's data and documents (ROW Data, GIS Data, survey reports, Pipeline Rehabilitation project Ph-I reports etc.) with regards to the pipeline system (including Cathodic protection).
- b) Review the Owner's Rehabilitation Strategy

## 7.2 Site Visit

- a) PMC shall accompany and monitor site survey (ref. scope clause 4.1)
- b) PMC shall also carry out site visits of ROW, Pump Stations and Repeater stations with Owner's personnel for assessing the ROW condition and co-relate/supplement the same with the data made available by the owner to have a correct assessment of the ROW, infrastructure availability, approach roads for movement of men, material and heavy equipment to the site and other details as required.
- c) Owner shall only arrange for the Local transportation by road to various Pump Stations, SV, TOP and ROW during site visit with owner. **All other expenses of the PMC including accommodation of PMC's personnel shall be to PMC's account.**

## 7.3 Procurement and Contracting Strategy

- a) Establish the Project Procurement & Contracting Strategy to ensure completion of the "PIPELINE REHABILITATION PROJECT (PHASE-II)" within the stipulated time frame. While working out the Project Procurement & Contracting Strategy, due consideration shall be taken with regards to limited working window on account of long monsoon periods, work at geographically disjointed areas spread across different states, capability and availability of Works contractors and their resources and commitments.
- b) Material Procurement Strategy shall identify as to which material(s) to be procured by owner and which by the Works contractor(s) and also procurement methodology (viz. staggered delivery, splitting of orders between vendors etc.) to be adopted for this project. This Material procurement strategy by the PMC shall be based on PMC's experience, material procurement lead time, infrastructure/warehouse availability for storage of materials across different locations and any other important factors.
- c) As major part of the Works contractor's work will involve working in the open ROW, correct weather prediction/forecasting will be an important aspect in ensuring that the Macro and Micro work scheduling planned by the PMC with regards to coating refurbishment work is achieved, and project completed on time. Keeping this important aspect in view the PMC shall arrange for collecting Meteorological data from India Meteorological Department, Government of India or other such Govt agencies in advance. **Owner shall reimburse the PMC the fees paid by it to these Government agencies on account of the Meteorological data, on submission of original money receipts.** The owner shall also provide authorization letter, or any other document required by the PMC for collecting the data.
- d) While establishing the Project Procurement & Contracting Strategy the PMC shall comply with the directions as stipulated in owner's "Integrated Procedure/Manual for Procurement of Goods & Services" and other Notification / guidelines being issued by Ministry, Government of India, Central Vigilance Commission etc. from time to time.
- e) To prepare and submit a detailed plan regarding total volume of work to be executed by the PMC under different heads (viz. number of work procedures, material specifications, RFQs, inspections etc.)

## 7.4 Front End Engineering Design

- a) CP system design, if necessitated based on CP survey results, for achieving required level of CP for the pipeline system shall be in the scope of the PMC.

- b) In case CP level cannot be achieved using ICCP, PMC shall carry out necessary design for achieving CP level considering long term pipeline operation.
- c) Establish suitable methodology for rectification/removal/mitigation of shorted cased crossings.

## 7.5 Permissions

- a) It is envisaged to avail services of a dedicated RoW Officer of PMC under the project. He will liaise with various authorities for acquiring necessary permissions for carrying out the works envisaged under the project.
- b) Coating works contracts should have necessary provision for acquiring permissions under respective contracts. **Statutory and permission related fees will be reimbursed by client** upon submission of necessary documentary proof.
- c) RoW Officer of PMC may require visit to various offices. **Client will reimburse travel and accommodation costs for such visits upon submission of documentary proof.** Such travels will be made in consultation with client and on getting written approval for the visit.

## 7.6 Cost Estimation

- a) Prepare cost estimate and submit to owner, including basis for cost estimate. In case PMC's organization policy does not allow sharing of detailed cost estimates with client, PMC shall have to justify it and get client's approval separately.
- b) This cost estimate shall include all factors of major cost significance and shall be complete with necessary documentation to support the cost estimate.
- c) Preparation of accurate estimates in time (based on past data/ CPWD basis/ local state Schedule of Rate / Market rate Analysis) for procurement items and works is an important activity in Cost Estimation.
- d) Positive deviation beyond 10% of cost estimates and price difference of L1 bidder shall call for re-visiting of the cost estimate, analysis and submit findings to Owner. Other guidelines of updated cost estimation manual of OIL will be generally followed.
- e) Submission of cost status reports as per agreed periodic basis.

## 7.7 Work procedures, Specifications, Drawings & Standards

The PMC shall establish and submit to Owner, work procedures, SOPs, standards and codes in line with National/International standard for all major and critical activities, but not limited to the following:

- a) Establish required design basis document including relevant codes and standards.
- b) Establish all technical specifications data sheets, technical drawings, plot plans, typical drawing, Electrical and Cathodic design/drawings.
- c) Establish Specification /Work procedures / SOP for Pipeline location, trenching, coating removal, surface preparation, primer application, coating application and back filling for live buried petroleum pipeline. It is encouraged to prepare visual SOPs (such as animation etc.) detailing the procedures and quality requirements, preferably in Hindi/ local language. **Outsourcing of such visual SOP preparation may be done in consultation with client and cost for the same will be incurred by client separately.**

- d) Establish Specification /Work procedures / SOP for excavation, coating removal, surface preparation, primer application, coating application for buried Block Valves.
- e) Establish Specification /Work procedures / SOP for special protection at hilly area, rocky area, marshy areas and at other places, as an additional safety measure, for protecting the pipeline for design life.
- f) Establish Specification /Work procedures / SOP for repair/replacement of defective IJs
- g) Establish Specification /Work procedures / SOP for defect repair of Pipeline
- h) Establish Specification /Work procedures / SOP for rectification/removal/mitigation of shorted cased crossings.
- i) Establish Specification /Work procedures / SOP for Pipeline location, trenching, coating removal, surface preparation, primer application, coating application for pipeline in uncased crossings across concrete/Asphalted/Village roads.
- j) Establish Work procedures for scrap disposal (old coating, debris, burnt welding rod etc) conforming to PCB norms.
- k) Establish Specification /Work procedures / SOP for all Cathodic protection works like Anode bed installations Pipeline cable connections & coating repair, TLP installation, OFC and Cable laying work etc.
- l) Establish Specification /Work procedures / SOP for all CP surveys.
- m) Establish a HSE Manual covering all the activities and addressing all relevant requirements for safe and reliable execution of the project in accordance with National and International standards.
- n) Any other item required in the interest of the proper completion of the project.

The above information shall not relieve the consultant of the obligation in completing the scope, which will form an Integral part of the RFQ document.

## **7.8 Material Specifications and Vendors**

- a) Establish materials specifications for Pipeline Coating, Block valve Coating, Casing fillers, Insulating joints and other materials required for the project (ref. section 4.3)
- b) Establish materials specification for Cables, Anodes, Calcined coke, CJBs, AJBs, TLPs, CPTRUs and other items of Cathodic protection System.
- c) Establish an approved vendor list for all major or critical items.
- d) Any other item required in the interest of the proper completion of the project.

## **7.9 Quality document**

- a) Establish Quality Plan, QC procedures/table for all the activities involved in the scope.
- b) Establish a Quality Plan for manufactured items for acceptance levels of project.
- c) Establish final acceptance level. Define acceptance criteria before taking over the pipeline system from Works contractor.

## **7.10 Procurement (Materials & Services)**

The PMC will be responsible for preparing the Tender documents for material purchases and works required under the project. The tender documents shall incorporate the standardized “General Conditions of Contract” and “Instruction to Bidders”. The tendering shall be done as per OIL’s “Integrated Procedure/Manual for Procurement of Goods & Services” and Notification/ guidelines being issued

by Ministry, Government of India, Central Vigilance Commission etc. from time to time. The envisaged activities include:

- (i) Establish philosophy for all activities.
  - (ii) Establish scope and specification of Material Supply
  - (iii) Establish scope of Work to be carried out by the Works contractor.
  - (iv) Establish Materials management procedure to be followed by Works contractor.
  - (v) Establish Schedule of Rates (SOR/SOQ) which will be part of RFQ
  - (vi) Establish General terms/Special terms and conditions, Data Sheet/Checklist, Forms and Formats for RFQ document as per National/International standards.
  - (vii) Establish the complete comprehensive commercial document for RFQ
  - (viii) Preparing and floating tender enquiries as per the latest guidelines including formulation of Bid evaluation criteria.
  - (ix) Issue ICB/ domestic enquiries to the bidders as the case may be (in GeM/ OIL platform).
  - (x) Provide all clarification to vendors / bidders
  - (xi) Attend pre-bid meetings and provide all clarifications & details/data
  - (xii) Carry out techno- commercial evaluation of bids and prepare the purchase recommendation in-line with the Owner's procedures.
  - (xiii) Consultant shall make efforts for getting maximum number of techno-commercial valid offers for all material purchases/ works to ensure proper competition.
  - (xiv) Prepare a tendering status report
  - (xv) Prepare draft Purchase Order/Work Order for issuance by the Owner
  - (xvi) Prepare purchase status reports and Monitor procurement progress.
  - (xvii) Approval of supplier Drawings / Engineering details/ Designs in time.
  - (xviii) Assisting for timely and proper transportation and logistics.
  - (xix) Master Vendor List.: A master vendor list may be prepared for supply of all material and for contracts. This list shall be based on consultant's experience vendors. Vendors on holiday list of OIL's/ Consultant during tendering shall not be considered.
  - (xx) PMC shall obtain from the vendors/suppliers, the best possible warranties and guarantees covering workmanship and materials for the benefit of the owner and will take all steps to ensure that such warranties and guarantees are enforced (same shall be within the framework of the Owner's C&P procedure).
  - (xxi) The PMC shall manage and conduct the purchase of materials and services. Consultant shall be responsible for issuing enquiries to those vendors on approved vendor lists, expediting receipt of quotations, evaluating the bids and submitting recommendations to the Owner for approval.
  - (xxii) PMC shall forward the bills to the Owner, duly verified and certified for payment, within the stipulated time from the date of receipt.
  - (xxiii) Any other item to make the RFQ complete
- Details of RFQ to be discussed with Owner for approval, PMC shall deliver all the technical specifications, designs to fulfill the Works contract requirements.

## **7.11 Material Inspection and Expediting**

- (i) The PMC should expedite submission of required drawings, QAP, procedures by vendors in order to expedite the procurement of materials and timely delivery to site.
- (ii) Granting approval to drawings/ documents submitted by vendor within 2 (Two) weeks of the submission of document by vendor/ contractor.
- (iii) Establish vendor's delivery schedules.
- (iv) Expediting with vendors for timely action.
- (v) Qualify and approve vendor's procedures in-time.
- (vi) Carry out Material identification and marking.
- (vii) Carry out inspection of all items directly Purchased by PMC/ Owner. Carry out Inspection of bought out items of Works contractor supply, as specified elsewhere in the tender.
- (viii) All charges for domestic inspections/ expediting are in the scope of the PMC**
- (ix) Ensure that items procured by Works contractors are acceptable as per PO specifications and standards.
- (x) Carry out inspection of the items procured through the Works contractors by professionals of concerned discipline/ system from consultant's manpower
- (xi) Expediting the deliveries of materials
- (xii) Prepare periodic inspection and expediting reports.
- (xiii) The following shall be applicable for Inspection / tour outside India subject to approval of the Owner:
  - a) Return air fare in economy class, Visa fees, Medical Insurance shall be reimbursed at actual against submission of original money receipts.
  - b) Expenses in connection with Lodging & Boarding, local conveyance and Airport Transfers shall be reimbursed at actual against submission of original money receipts, subject to a maximum as per Owner's Standard Policy with respect to Foreign Tour.
  - c) No other payment shall be paid and all other expenses shall be deemed to have been included in the quoted price.
  - d) For the Owner, PMC is wholly and fully responsible for all inspection for which PMC shall issue necessary certificates.
- (xiv) For inspections within India, no amount is payable separately by the Owner under any heads and shall be included in the PMC quoted price only.**
- (xv) PMC shall certify the Factory Acceptance Tests (FAT) of various procurement items. PMC shall witness & certify in the presence of vendor. The Owner may depute its representative along with PMC personnel.
- (xvi) All activities pertaining to Inspection at vendors & contractors works shall be the complete responsibility of the PMC. PMC is required to issue final "Inspection Release Note".
- (xvii) The Inspection and test plans (ITP) for material shall be developed by the PMC and get it concurred by the Owner.

## **7.12 Construction**

- (i) Review contractor's resources and schedules
- (ii) Ensure adherence to established work procedures/ specification
- (iii) PMC shall ensure commissioning of the CP Works as per design.
- (iv) Prepare and implement all necessary procedures to ensure compliance to HSE norms for safety of personnel working in field activities/ field inspection/ testing. Also ensure that all precautions and safety measures required to be adopted while working on live hydrocarbon pipelines are fully adhered to.

- (v) Ensure all personnel working in the live pipeline are fully aware of the various safety hazards.
- (vi) Carry out supervision activities based on the established work procedures.
- (vii) Inspect & supervise the work as per established Quality Assurance Plan and check conformity as per the established Quality Control standard. PMC shall certify the same through formats.
- (viii) Carry out progress measurement, scrutiny, works certification of contractor's bills for payments. PMC shall forward duly certified bills to OIL for payment without undue delay.
- (ix) Review and certify as built drawings to be prepared by respective Work Contractors.
- (x) Requirement of Deviations, extra items/ work, time extension if any, of the Works contractors shall be analyzed and the recommendations shall be forwarded to Owner for approval.
- (xi) Process recoveries from Works Contractor(s) for issue of Owners materials, hire charges, rents and taxes etc. as per provision of the contracts.
- (xii) Initiate action for arranging services of vendor's specialists if required during the execution of the Works Contract.
- (xiii) Consultant shall be responsible for resolution and submission of recommendations with analysis on extra claims/ disputes/ arbitration cases raised by the contractors/ vendors. Final acceptance/ settlement shall be taken care of by Owner.  
For the period upto 12 (Twelve) months after the completion of the project, the PMC shall provide such assistance from his Home Office at no extra cost to Owner. In case any visit is to be undertaken by PMC's personnel related to such services, travel related expenses shall be reimbursed by Owner at actual.  
However, in case Owner desires any such services from PMC beyond 12 months after project completion, PMC shall provide the same on per-diem rate reimbursable basis, wherein if any travel is required travel related expenses shall be reimbursed by Owner at actual.
- (xiv) For any rectification works during Defect Liability Period (12 Months from the date of completion of the project) of any Works contractor(s) / purchase(s), PMC shall extend their supervisory / technical assistance at no extra cost.
- (xv) All Boarding, lodging, transportation, Resident/Site/camp office, office infrastructure, required by the PMC for execution of the job shall be to PMC's account.**
- (xvi) Resident Construction Manager (RCM) shall be responsible for all the activities related to work at site including assistance to Owner for liaison with local authorities.

### **7.13 Materials Management**

- (i) Material Management for free issue materials (to contractor) is PMC's responsibility. PMC, in consultation with client may hire necessary assistance services for efficient management of materials (ref. section 4.4).
- (ii) Coating material receipt against supply purchase orders
- (iii) Coating material issue to contractors
- (iv) Monthly material reconciliation
- (v) Overall warehouse management

### **7.14 Project Planning and scheduling**

For efficient planning & scheduling of the project including proper resource management, project planning and scheduling shall be carried out using Primavera or equivalent software (to be concurred by client). Regular updating of progress with respect to baseline schedule at L-4 activity level shall be carried out and presented to client on real-time dashboard platforms.

Project Information Management System (PIMS) as envisaged in section 4.5 shall be implemented and kept updated. Coating refurbishment works being construction resource oriented, utilization of sufficient resources by contractor shall be rigorously tracked.

Timely availability of coating materials is critical for coating works progress. Close monitoring of material sourcing schedule shall be done.

### **7.15 Management of Project**

The PMC shall be completely responsible for the entire Project Management wherein they shall be required to work in close coordination with the Owner. For efficient and timely completion of the project the PMC shall be required to:

- (i) Prepare and submit project organization chart to Owner.
- (ii) Establish Communication Procedures in Concurrence with the Owner
- (iii) Establish Procedures for various activities to be performed for various activities like Tendering, Ordering, Manufacturing, Inspection, Delivery.
- (iv) Define "Scope of Work" for various groups.
- (v) PMC shall attend Monthly Project Meetings with the Owner at Guwahati/ other sites.
- (vi) PMC shall participate in the Project Review meetings organized by Owner's management at Project/ Corporate/ Site offices of Owner and also at Vendor's/ Contractor's offices (in India) from time to time for expeditious completion of the project within the quoted price.
- (vii) Project Manager shall attend Quarterly Project Progress/Review Meetings organized by Owner's management at Project/ Corporate/ Site offices of Owner.
- (viii) Surveillance on the entire project related activities.
- (ix) Coordination with vendors/contractors relating to the procurement of items and execution of the work.
- (x) Provide timely inputs in terms of materials and drawings to the contractors for carrying out their activities.
- (xi) PMC shall regularly monitor compliance of all applicable Acts and regulations (viz. Factories Act, Minimum Wages Act, Workmen's Compensation Act, Payment of Wages Act, Payment of Bonus Act, Contract Labour Act, EPS, EPF, Workmen Insurance, Labour Clearance etc.) by the Works Contractors
- (xii) Provide assistance in settling all commercial issues with all the vendors/ contractors till a period of 12 (Twelve) months after the completion of the project.
- (xiii) Based on requirement the PMC shall attend meetings with the Owner within the shortest possible time wherein appropriate level of person shall be deployed

### **7.16 Project Monitoring and Control**

- (i) Prepare monthly progress reports for the project and provide all assistance to the Owner for preparing-MIS reports required by the Owner for submission to concerned authorities / Ministry Monitoring cell. Submission of all documents, reports, presentations, queries from Ministry needs to be prepared and submitted on time. As a minimum the following information shall be available in the monthly report
  - a) Project status report
  - b) Progress on Procurement
  - c) Progress on Construction work

- d) Details of Costing
- e) Status of Quality reporting
- f) HSE report
- g) Status of pending activities along with action plan (Frequency of reporting to be weekly)
- h) Attendance of PMC's Manpower certified by Resident Construction Manager.
- (ii) Arrange for a DPR- Daily Progress Report & WPR-Weekly Progress Report from Resident Engineer/Site office(s) regarding cumulative progress of trenching/surface finishing/coating application/backfilling/consumption of coating material.
- (iii) Preparation of a look-ahead model/ catch-up plan for the project from time to time and ensure mobilization of adequate resources.
- (iv) Highlight pitfalls, if any, caused by the Vendors/ Contractors / any agency hindering execution of the project,
- (v) Monitoring of Works contractor's logistics for material delivery & Storage, coating etc. and ensure mobilization of additional resources by Works without any cost implication to make-up for any slippage.
- (vi) PMC shall also prepare the month wise cash flow statement along with cash flow forecasts as per payments schedule to be finalized with the Works contractor.
- (vii) Establish cost planning and control system, which is to be submitted to owner for approval.
- (viii) Prepare project close out report, including performance report of vendors/ contractors.
- (ix) Apart from the above deliverables of PMC, PMC shall be required to submit other documents in the form of reports, as deemed necessary for successful and timely project implementation.
- (x) Identifying the root causes of the problems/ shortcomings encountered in material delivery and Construction activities.
- (xi) PMC shall ensure that all defects and deficiencies in workmanship found during the course of work by the Works contractors shall be rectified by the contractors.
- (xii) Establish a "Check List" and Review all contractual points before taking over from Works Contractor.

### 7.17 Review and Approvals by OWNER

PMC shall submit the following documents/data for owner's review / approval:

<b>Sl</b>	<b>Document</b>	<b>Review/Approve</b>
<b>i.</b>	Project Procurement and Contracting Strategy	<b>Review</b>
<b>ii.</b>	PMC Organogram for project office and Construction activities.	<b>Approve</b>
<b>iii.</b>	Front End Engineering Design	<b>Review</b>
<b>iv.</b>	Cost Estimation	<b>Review</b>
<b>v.</b>	Work procedures, Specifications, Drawings & Standards	<b>Review</b>
<b>vi.</b>	Major or critical Material Specifications	<b>Review</b>
<b>vii.</b>	Quality document	<b>Review</b>
<b>viii.</b>	Request for Quotation (RFQ) Document	<b>Approve</b>

Sl	Document	Review/Approve
ix.	Vendor List	Review

Note: Above review/ approval needs may be modified in consultation with client.

### 7.18 Design Standards

The following design standards, as applicable, shall be used as a minimum in the scope of work

- (i) International Standards:  
ANSI, ASME, ASTM, API, NACE, AWWA, SA, ISO
- (ii) Indian Standards:  
Oil Industry Safety Directorate (OISD)- OISD STD 105, 141 , 188, 192, other IS standards

### 7.19 Project Risk Management

- (i) Formulation of Project Risk Management Plan and Risk Matrix
- (ii) Maintenance of Risk Register covering various aspects of the project such as statutory, permissions, tendering, material sourcing, construction progress,
- (iii) Detail Review of Risks in monthly reports/ project review meeting
- (iv) Suggest of mitigation measures to client

### 7.20 Project Completion/Closeout

Consequent upon the successful completion of the project the PMC shall be responsible for submission of the following:

- (i) Contract and purchase order closure reports along with delay analysis, as applicable
- (ii) Follow up with vendors and contractors for as-built drawings/ documents in required editable soft and hardcopies, review/approve the same and forward to Owner.
- (iii) Submission of all project related documents to Owner for future reference and records as per standard international practice.
- (iv) **Submission of final documents** in required soft and hardcopies format (including AutoCAD or similar design files) shall be under the following heads:
  - a) As built drawings
  - b) All Construction documents like field reports, QC, RT, UT
  - c) Chainage wise details showing type of coating applied
  - d) Chainage wise Block Valve coating details
  - e) Chainage wise details of Pipeline repair
  - f) Chainage wise details of casing repair/removal/mitigation
  - g) Chainage wise details of Type of TLP installed
  - h) CP commissioning report with as built drawings
  - i) CP Survey reports
  - j) Project Closeout Report incorporating the following
    - Project brief
    - Chronology of Approvals

- PMC Head Office & Site Office Organogram
- Names of PMC Personnel working for the project along with all contact details.
- Pipeline Spread details, with details of Works contractor
- WBS element wise "S" Curve and Overall physical progress curve
- List of key milestones and date of actual achievement.
- List of POs/ WO's including vendors / contractors name and contact detail.
- Lesson learnt: Report on problems faced during the project execution and mitigation measures taken for future reference.
- Submission of all evaluation sheets of performance for all vendors and contracts in line with established procedures on whom orders were placed.
- Construction Photographs and videos with time stamp

## **8.0 Exclusion from Consultant's Scope**

The following are excluded from scope, however, all technical assistance shall be provided by consultant:

- (i) Acquisition of land
- (ii) Project insurance shall be taken by Owner, however, assistance in lodging of insurance claims and realization of the same shall be done by PMC.
- (iii) Statutory clearances like Environmental Clearance, Forest Clearance etc. (however extending support is the responsibility of PMC)
- (iv) Environmental Impact Assessment or similar studies requiring specific expertise or authorization (however extending support is the responsibility of PMC).

## **9.0 Addition, Reduction in scope and Re-Tendering**

- (i) Addition/ reduction of PMC fees would be considered in case of addition (certain extra activities not envisaged in the original scope of work) or deletion in the scope of the project.
- (ii) Change in drawings / documents due to site conditions is to be carried out by the PMC without any extra cost to Owner.
- (iii) Re-working / re-tendering / re-designing, if any, shall be done without any extra cost to Owner. Re-tendering for non-responsiveness, less competition, higher price, etc., the same is to be carried out by PMC within the quoted cost.
- (iv) In case Consultant is required to execute certain extra activities not envisaged in the original scope of work, then Consultant shall submit to the Owner, the detailed scope of work along with estimated man-hours and the additional time if required. Man-hours and extra time schedule shall be mutually agreed between the Owner & Consultant.

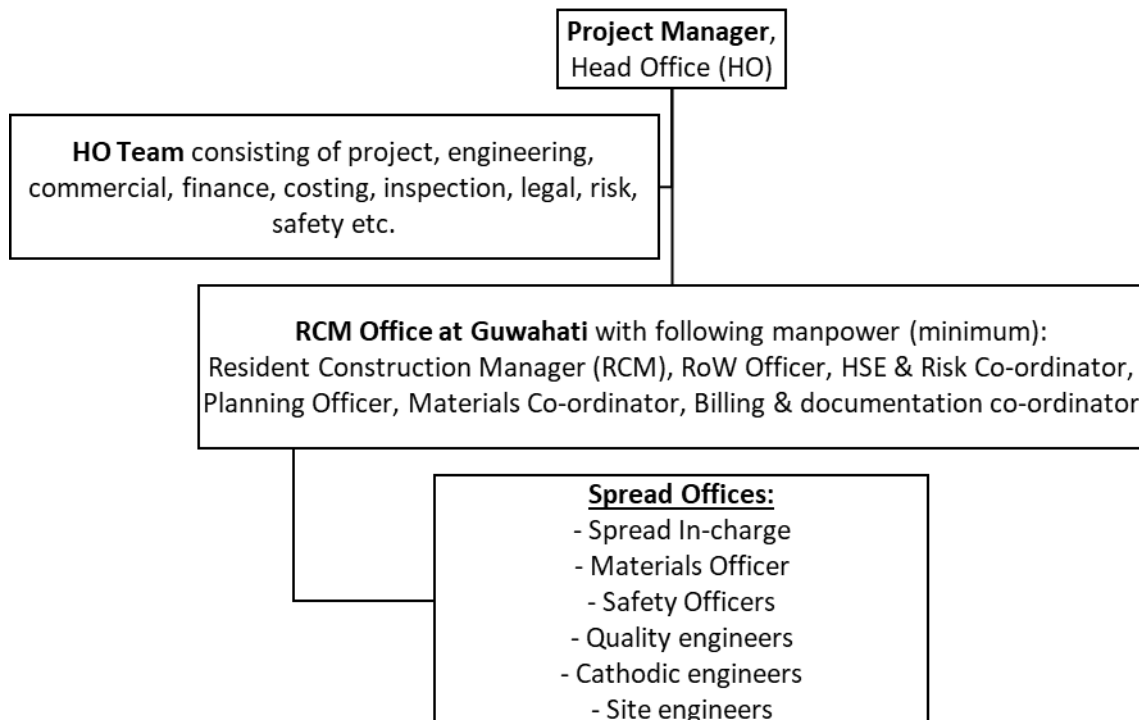
## **10.0 Other notes:**

- (i) PMC shall perform the work under this CONTRACT with diligence and conforming to the best international practices available.
- (ii) PMC shall perform their obligations conforming to rules, regulations and procedures prescribed by law/Statues.
- (iii) PMC shall be responsible for ownership of the design engineering, patent etc.

- (iv) PMC shall suggest measures to cut-down cost and time over run without compromising the quality of work required in implementing the project.
- (v) PMC should intimate in advance any owner's obligations for timely completion of activities (e.g.) requirements of statutory norms, regulatory authorities etc.
- (vi) PMC shall provide all necessary documents in time to the contractor for commencing and proceeding with the work as per agreed schedule.

## CONSULTANT MANPOWER

- 1.0 From the execution experience of Pipeline Rehabilitation Project Ph-I, it has been learnt that effective construction supervision using quality manpower of PMC is key for timely execution of the project maintaining necessary standards of safety and quality. As the site works are carried out on live petroleum pipeline in remote locations from client’s installations, discharge of desired responsibility by PMC engineers at site is most essential.
- 2.0 As number of coating works trench opening for various spreads increases during dry weather months, deployment of sufficient numbers of qualified engineers and safety officers based on the site requirements becomes essential. Hence, flexible requirement of construction supervision at sites may be noted. Advance micro-planning with coating works contractor regarding the front opening is required to be carried out. To cope up with this flexible manning requirement, it has been envisaged to engage the site construction manpower from PMC on man-month basis with construction progress component linkage to milestone payment terms.
- 3.0 Suggested PMC organogram for the project:



Note: No. of spread offices may vary as per construction strategy. No. additional payment shall be made for Office infrastructure, logistic arrangements and clerical requirements.

- 4.0 It is very important to impart induction and 6-monthly refresher trainings to PMC’s site engineers on work quality, construction supervision and safety management. It is the responsibility of PMC to adhere to the requirement without any additional cost to client. Client may organize period audit for quality of construction supervision provided by PMC at its own cost.

5.0 PMC shall present and discuss the following during Kick-off meeting:

- Organogram at Project HO & Site
- Manning schedule

6.0 The Project Manager (PM) shall be engaged for the entire duration of this project till closure.

7.0 The PMC shall be required to depute qualified and experienced manpower for the project. Client shall review biodata of proposed site manpower before approving for deployment. In case of any change in deployment, the PMC shall submit bio data of the substitute manpower proposed and take Owner's approval. The various categories of manpower with Qualification and experience required to be engaged for the project are detailed as under:

8.0 Desired Qualification and Experience of PMC Manpower:

Sl. No	Type	Qualification & Knowledge	Experience
1	Project Manager (Must be om PMC's Permanent Payroll in GM Rank or above)	Degree in Engineering. Knowledge of Project Management, Contracts Management, Codes and Standards pertaining to hydrocarbon industry, pipelines.  Industry accepted Best Practices in executing pipeline projects, Government Guidelines.	<b>Overall Experience:</b> At least 15 years of experience in executing projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc.  <b>Mandatory Experience:</b> Out of the 15 years of experience, at least 8 years of experience must be in senior position in execution of hydrocarbon pipeline projects.
2	Resident Construction Manager (Must be om PMC's Permanent Payroll in DGM Rank or above)	Degree in Engineering. Knowledge of Project Management, Construction Management, handling of contracts, Codes and Standards pertaining to construction of pipelines, Industry accepted Best Practices in executing pipeline projects.	<b>Overall Experience:</b> At least 12 years of experience in executing projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc.  <b>Mandatory Experience:</b> Out of the 12 years of experience, at least 6 years of experience shall be in works related to construction of hydrocarbon pipeline projects.
3	Spread In-charge, RoW Officer, HSE & Risk Co-	Degree in Engineering in any Discipline.	<b>Overall Experience:</b> At least 7 years of experience in execution of projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hy-

Sl. No	Type	Qualification & Knowledge	Experience
	ordinator, Planning Officer, Materials Co-ordinator, Billing & documentation co-ordinator	Knowledge of standards & codes required for coatings and types of coating materials used in pipeline projects.  <u>For Planning Officer:</u> Shall have proficiency in scheduling using Primavera software	drocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc.  <b>Mandatory Experience:</b> 40% of experience duration must be in works related to petroleum pipeline projects.
4	Quality/ Inspection Engineer	Degree or Diploma in Engineering  <u>For coating inspectors:</u> Shall have valid NACE Coating Inspector Level -2 or SSPC Protective Coating Inspector Level -2  Certification  <u>For NDT inspectors:</u> Shall have valid NDT Level-II certificate of RT, UT, MPT, PT.	<b>Overall Experience:</b> For Degree holders: At least 5 years/ For Diploma holders: At least 10 years of experience in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc.  <b>Mandatory Experience:</b> 40% of experience duration must be in works related to petroleum pipeline.
5	Cathodic Engineer	Degree or Diploma in Engineering  And  Minimum NACE CP Level-II certification	<b>Overall Experience:</b> For Degree holders: At least 5 years/ For Diploma holders: At least 10 years of experience in Cathodic Protection works in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc.  <b>Mandatory Experience:</b> 40% of experience duration must be in works related to petroleum pipeline CP/ Integrity.
6	Site Engineer, Materials Officer, Safety Officer	Degree or Diploma in Engineering;  Knowledge of codes/ standards/ safety aspects considered for construction of oil & gas pipe-	<b>Overall Experience:</b> For Degree holders: At least 5 years/ For Diploma holders: At least 10 years of experience in Hydrocarbon Industry i.e. Hydrocarbon Process

Sl. No	Type	Qualification & Knowledge	Experience
		<p>line projects.</p> <p><u>For Safety Officer:</u></p> <p>1 year of experience requirement will be relaxed for professional with certification on Industrial Safety Course (minimum 3 months of duration).</p>	<p>Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc.</p> <p><b>Mandatory Experience:</b> 40% of experience duration must be in works related to petroleum pipeline</p>

Note: In case of equivalent qualification and experience not exactly matching with aforementioned requirements, PMC shall submit their request with proper justification and documentation for client's approval.

- 9.0** PMC personnel may require working for extended hours as per job requirement. No additional payment will be made for such works.
- 10.0** Payment will not be made for leave or absence of PMC Manpower from site except for weekly off. Man-month bill will be accordingly submitted to client by deducting pro-rata amount for the leave/ absent days.
- 11.0** For additional site manpower deployment outside the agreed site manning schedule, client will issue letter to PMC. PMC will ensure deployment of required category of manpower within 45 days of receipt of such notice.
- 12.0** Recoveries: PMC's inability to deploy qualified Construction Manpower (including RCM) as per agreed manning schedule and receipt of relevant letter from client, may attract recoveries as per the following table:

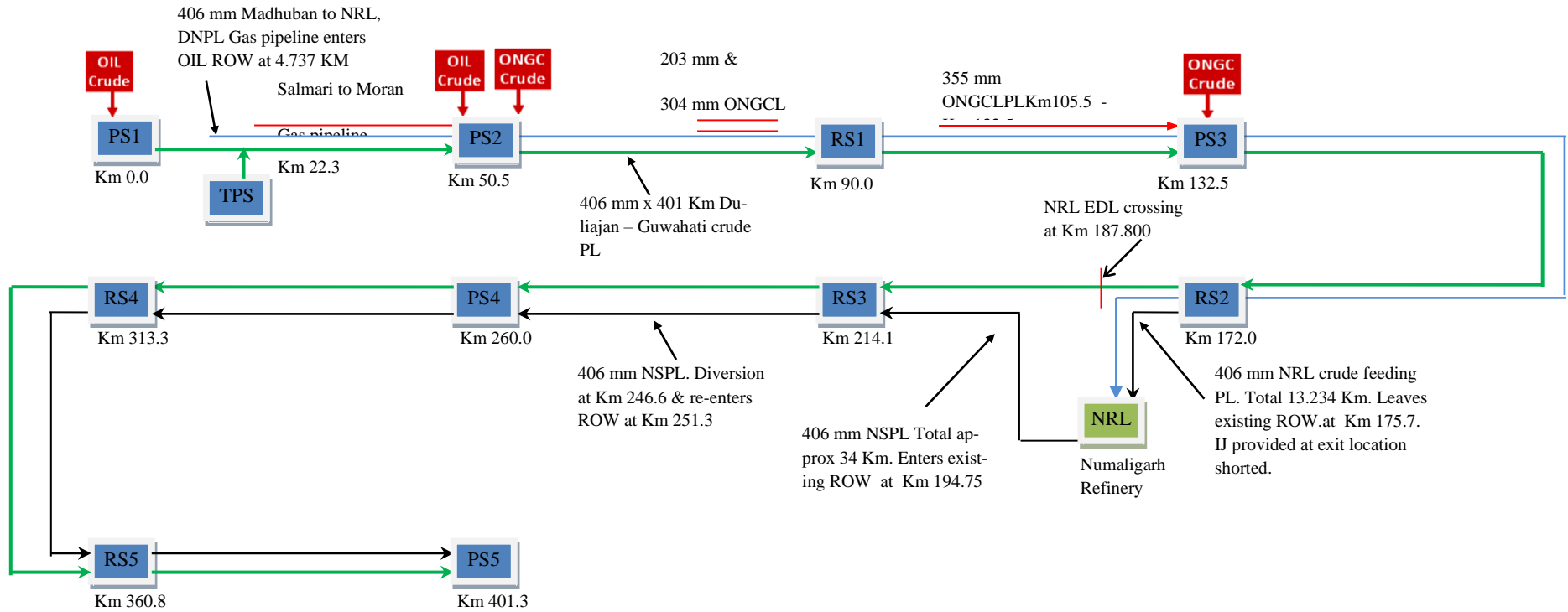
Sl. No	Manpower Category	Recovery per day / person
1	Resident Construction Manager	25% of per day rate (calculated from contracted man-month rate, considering 30 days per month) for respective categories of manpower.
2	Safety Officer	
2	Other site manpower	

These recoveries shall be in addition to any other recoveries/ penalty as per GCC.

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**PART – OWNER’S DRAWING AND DATA**

**Drawing – 1: DULIAJAN TO GUWAHATI SECTOR PIPELINES**



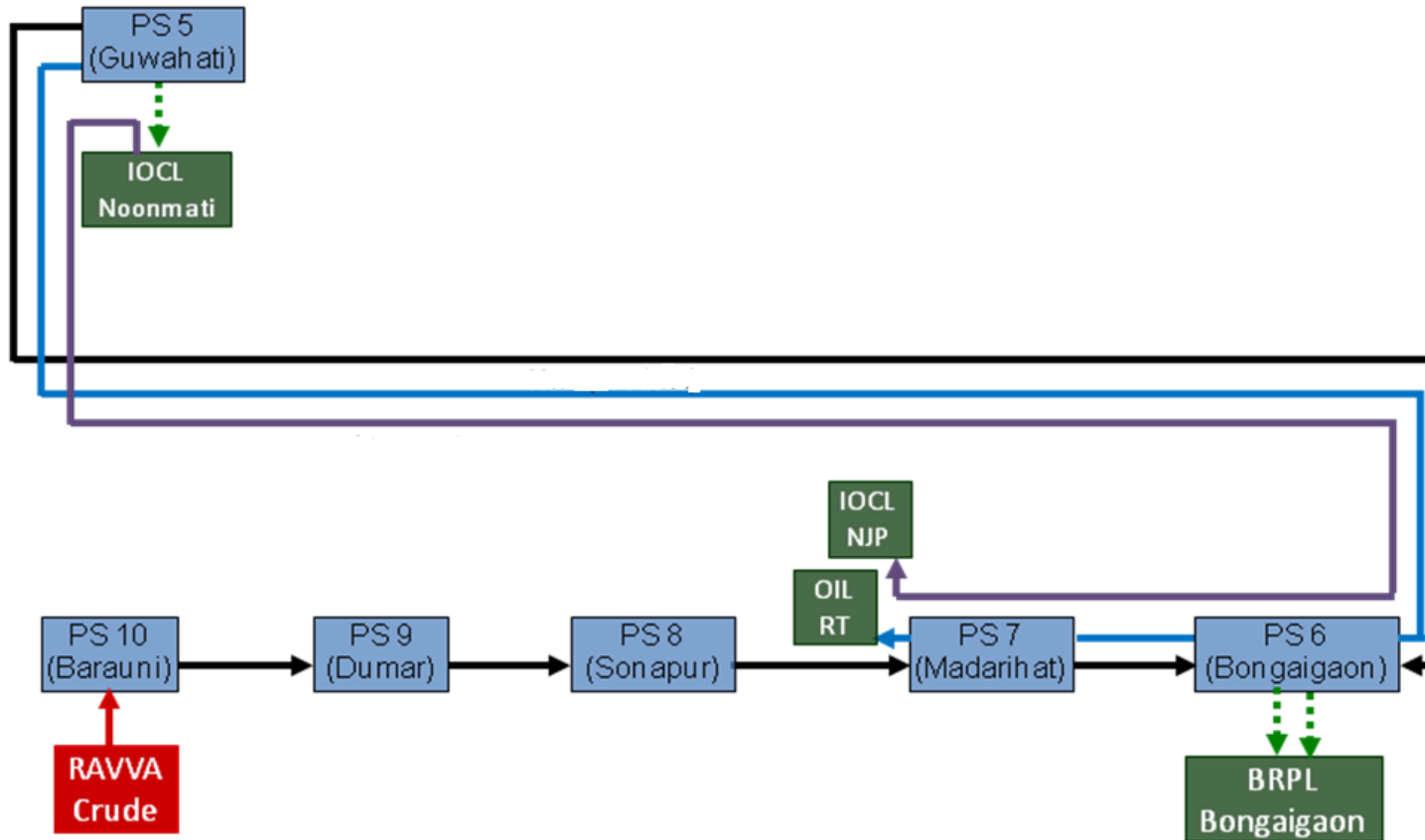
## **PART – OWNER’S DRAWING AND DATA**

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### **Pipelines in the common 18 m ROW from Duliajan to Guwahati**

- a) 1961 – 406 mm (16”) x 401 Km, CTE coated, Duliajan to Guwahati Crude oil pipeline
- b) 09.03.1976 – 355 mm (14”),CTE coated, ONGCL Crude oil pipeline between Km 105.5 to 132.5. IJ exists 155 m before entry into OIL ROW. Isolated pipeline section bonded to ML.
- c) 1978 – 406 mm (16”) x 212 Km, CTE coated, Loop line from RS3 to RS4 and PS5 to RS9 [This crude oil pipeline line was later on converted to part of NSPL refer para (h)]
- d) 25.10.1985 – 203 mm (08”),CTE coated, ONGCL Crude oil pipeline between Km 76 to 83. IJ exists 15m before & 15m after entry and exit. Isolated pipeline section bonded to ML
- e) 25.10.1985 – 304 mm (12”), CTE coated, ONGCL Gas pipeline between Km 76 - Km 83. Pipeline laid on right side of 203 mm (08”) ONGCL crude pipeline (looking downstream towards Jorhat). IJ exists 15 m before and 15 m after entry and exit. Isolated pipeline section bonded to ML.
- f) 27.08.1998 – NRL EDL crosses 406 mm (16”) ML at right angles at Km 187.80 (just before NH 37 – NRL road) at a depth of 0.75 cm below ML. IJ exists 15 m before and 15 m after entry and exit. Isolated pipeline section bonded to ML.
- g) 1999 – 406 mm (16”) x 13.234 km, CTE coated, Numaligarh Refinery crude oil feeder line
- h) 27.08.2008 – 406 mm (16”) x 654 Km, CTE coated, Numaligarh-Siliguri Product Pipeline [Includes 395 Km of new pipeline + 212 Km year 1978 LL crude oil pipeline + 47 Km year 1986 DBSN pipeline segment].
- i) 07.07.2011 – 406 mm (16”) x 191 Km, CTE coated, Madhuban – NRL DNPL Gas pipeline

**Drawing – 2: GUWAHATI TO BARAUNI SECTOR PIPELINES AT A**



## **PART – OWNER’S DRAWING AND DATA**

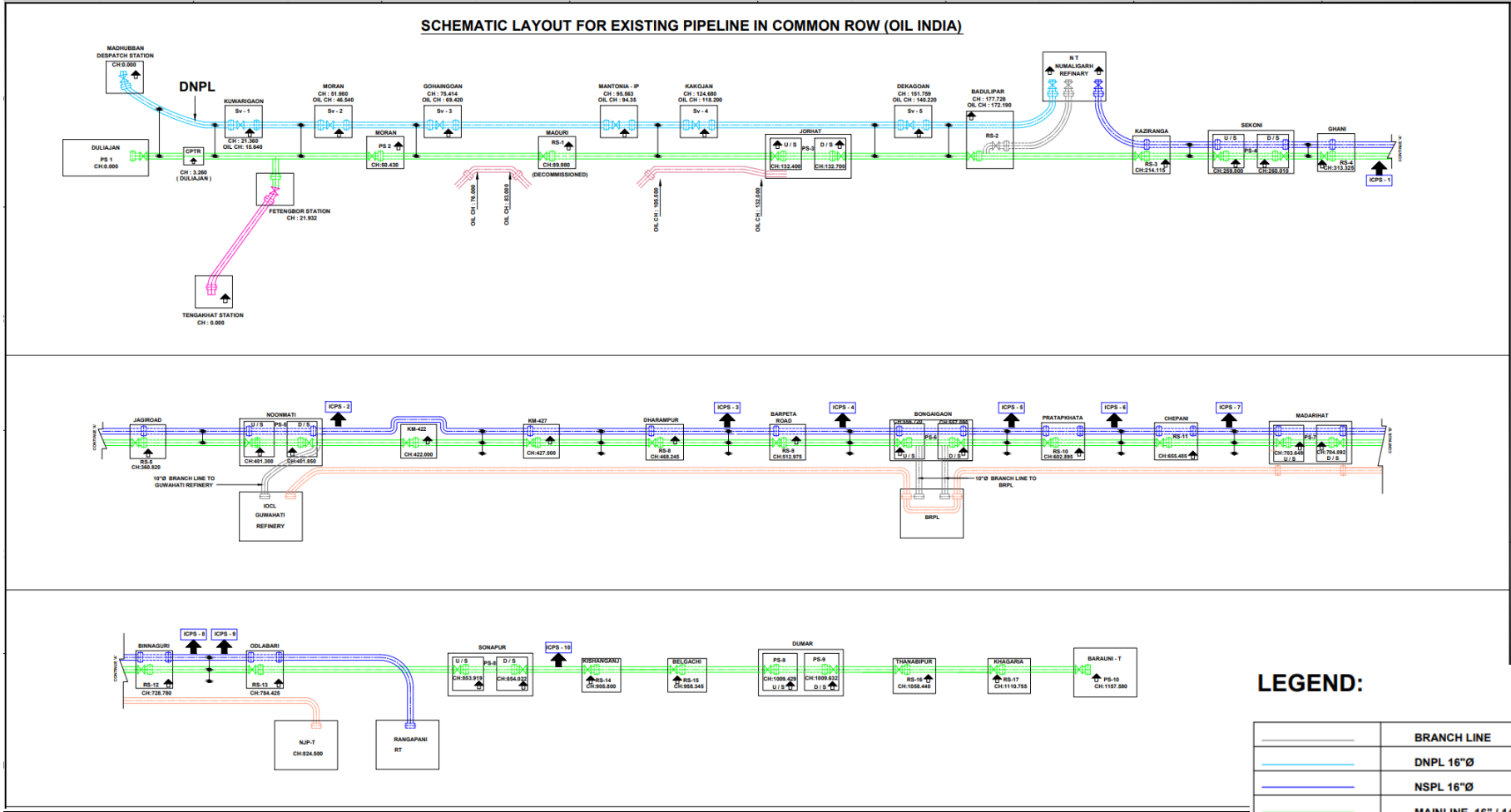
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### **Pipelines in the common 18 m ROW from Guwahati to Barauni**

- a) 1962 – 355 mm (14”) x 756 Km, CTE coated, Guwahati to Barauni Crude oil pipeline
- b) 1965 – 203 mm (08”) x 424 Km, CTE coated, IOCL GSPL Guwahati to NJP Product Pipeline
- c) 27.08.2008 – 406 mm (16”) x 654 Km, CTE coated, Numaligarh-Siliguri Product Pipeline [Includes 395 Km of new pipeline + 212 Km erstwhile year 1978 LL crude oil pipeline + 47 Km erstwhile DBSN pipeline segment].

# PART - OWNER'S DRAWING AND DATA

**SCHEMATIC LAYOUT FOR EXISTING PIPELINE IN COMMON ROW (OIL INDIA)**



**LEGEND:**

	BRANCH LINE
	DNPL 16"Ø
	NSPL 16"Ø
	MAINLINE 16" / 14"Ø
	GSPL 8"Ø
	ONGC - PL
	TSPL
	PROPOSED CP STATION
	MOV / HOV
	INSULATING JOINT
	CPTR
	BONDINGS

## Abbreviations

14” Sector	Section from PS5(Guwahati), Assam to PS10(Barauni) Bihar
16” Sector	Section from PS1(Duliajan), Assam to PS5(Guwahati), Assam
BT	PS10 (Barauni)
CP	Cathodic Protection
CTE	Coal Tar Coated
DNPL	Duliajan Numaligarh Pipeline Limited
d/s or DS	Down stream / Outlet side
EDL	Effluent disposal line
HDD	Horizontal Directional Drilling for Pipelines
HISI	High Silicon Chromium Anodes
PPL/GSPL	Guwahati Siliguri Product Pipeline
ICCP	Impressed Current Cathodic Protection
IJ	Insulation joint [Electrical Isolation]
LL	Pipeline segment laid in the sector RS3 – PS4 – RS4 and PS5 – RS8 – RS9
LIDA	MMO Coated Titanium anodes
MIJ	Monolithic Insulating Joint
ML	OIL’s main crude oil pipeline from Duliajan to Barauni
NBPL	Naharkatiya Barauni Crude Oil Pipeline
NDT	Numaligarh Product despatch Terminal
NH	National Highway
NJP	New Jalpaiguri
NRL	Numaligarh Refinery Limited
NSPL	Numaligarh Siliguri Product Pipeline
NT	Numaligarh Crude oil Terminal
OIL	Oil India Limited
ONGCL	Oil and Natural Gas Corporation Limited an E&P Company
IOCL	Indian Oil Corporation Limited a downstream Hydrocarbon Company
PS	Pumping Stations with ICCP stations
RT	Rangapani Terminal
RS	Repeater Stations with ICCP stations
TLP	Test Lead Point (for CP system)
u/s or US	Up stream /Inlet side

\*\*\*\*\*

End (Part-3-Section-II)

**Special Conditions of Contract  
(Part-3-Section-III)**

# **SPECIAL CONDITIONS OF CONTRACT-SCC**

## **1.0 GENERAL**

- a) Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC), Specifications of Work, Drawings and other documents forming part of this contract wherever the context so requires.
- b) Notwithstanding the sub-division of the documents into these separate parts and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract in so far as it may be practicable to do so.
- c) Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the special Conditions of Contract shall be deemed to over-ride the provisions of
- d) The General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- e) Wherever it is mentioned in the scope of work that the PMC shall perform certain jobs such as assessment, design, engineering, inspection or travel, accommodation etc., it is understood that the Consultant shall do so at his cost and the value of contract shall be deemed to have included cost of such performance and provisions so mentioned.
- f) The materials, design, and workmanship shall satisfy the relevant Indian Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- g) In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Scope of Work or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence :
  - i) Contract Agreement
  - ii) Detailed Letter of Acceptance along with Statement of Agreed Variations.
  - iii) Fax / Letter of Intent / Fax of Acceptance.
  - iv) Schedule of Rates as enclosures to Detailed Letter of Acceptance.
  - v) Scope of Work.
  - vi) Special Conditions of Contract.
  - vii) Instruction to Bidders
  - viii) General Conditions of Contract.
  - ix) Indian Standards
  - x) Other applicable Standards
  - xi) A variation or amendment issued after the execution of the formal contract shall take precedence over respective clauses of the formal contract and its Annexures.
- h) It will be the Consultant's responsibility to bring to the notice of Engineer-in-Charge any irreconcilable conflict in the contract documents before starting the work (s) with reference to which the conflict exists.
- i) Scope of work shall be read in conjunction with item description of Schedule of Rates.

## 2.0 ACCOMODATION & OTHER FACILTIES

- a) All Boarding, lodging, transportation, Resident/Site/camp office, office infrastructure, required by the PMC for execution of the job shall be to PMC's account. However, Owner shall make all endeavor to provide vacant quarters/offices in Pump Stations, if available, to the PMC at applicable charges as decided by the owner.
- b) PMC may refurbish the vacant/Quarters within the prescribed rules of the company and no permanent modifications are to be done. The Quarter and surrounding shall be properly maintained and regular House Keeping shall be done by the PMC.

## 3.0 TIME SCHEDULE

The PMC shall ensure that the project shall be completed within the stipulated time frame. The PMC would prepare activity schedule for the project in consultation with the Owner at the beginning/during kick-off meeting. All efforts should be made to meet all the intermediate schedule and milestones.

Time is the essence of contract. PMC shall ensure makeup plan in place for achieving the scheduled completion. PMC is required to plan and put manpower and resources accordingly.

PMC is required to work simultaneously on various procurement & works packages and accordingly, make all out efforts to complete the project on or before the time schedule. The contract price shall be valid till satisfactory completion of all works under the scope of PMC.

Total time schedule for PMC is 60 months from the date of issue of LoA. Project time schedule is envisaged to be as per para 5.0 of the Scope of work document.

## 4.0 LIQUIDATED DAMAGES/ PRICE REDUCTION SCHEDULE

Clause No. 30.0 of the GCC shall be interpreted with following:

- i. LD shall be applicable on total executed value of the contract as per GCC terms. In case of contract time extension beyond originally stipulated duration, provisional time extensions may be granted by client against PMC's requests. PMC shall submit request for final time extension with justifications for delay (along with documentary evidence) for client's consideration.
- ii. GST shall not be applicable on LD as per CBIC circular no. 178/10/2022-GST dated 3rd August' 2022

## 5.0 CONSULTANT MANPOWER

- 5.1 Detail requirements Section for 'Consultant Manpower' in the Scope of Work section of the bid.
- 5.2 The Bio-Data with qualification and experience of all personnel under Resident Construction Manager along with the deployment dates shall be submitted to Owner for review and approval prior to their deployment.
- 5.3 Deployment and Redeployment of Consultant manpower shall be at the discretion and approval of Engineer-in-charge of OIL at any point of time during the course of contract.
- 5.4 The PMC shall be required to depute qualified and experienced manpower for the execution of the project. PMC shall endeavor that the manpower whose names have been approved for the project execution is not changed during project execution. In case of any change in deployment, the PMC shall submit bio-data of the substitute manpower proposed and take Owner's Concurrence.
- 5.5 The contract man-month rates shall be inclusive of any Overtime, Holiday, Off-day wages and no additional payment towards the same shall be paid during the course of the contract.

- 5.6 PMC shall deploy site manpower as per agreed schedule and as per site requirement. PMC's deployment of manpower and performance will be taken up for review periodically. However, owner shall at his discretion may instruct PMC for augmentation or deployment or de-mobilization or replacement of site manpower with 45 days of notice period. In case of replacement, additional time may be granted subject to proper justification.
- 5.7 Substituting of PMC personnel (if any) with other PMC personnel will be done with either same level & experience or higher level & experience.
- 5.8 All the Manpower deployed shall have the requisite experience as mentioned above. However, owner has all the rights to accept certain deviations subject to proper justification.
- 5.9 Any Site personnel on leave shall be approved by the owner. In case of relocation of manpower within the project site locations, the same shall be carried out on information to the owner.
- 5.10 The Attendance report of the PMC Manpower deployed at each site shall be certified by the PMC's RCM and verified by Client.

## **6.0 INSURANCES**

Insurance mentioned under GCC Clause No. 14 (ii) to (vii) are not mandatory under this contract. However, contractor may maintain insurance coverages under these schemes or any other scheme as per his insurance coverage preference.

Contractor shall maintain a suitable Group Personnel Accident Insurance Policy if insurances as per GCC Clause No. 14 (ii) to (vii) are not maintained. In case of contract extension, validity of insurances will be suitably extended. No additional amount will be reimbursed to contractor against insurances.

Minimum Sum insured of Group Personnel Accident Insurance shall comply with requirements of standards Tables of Benefits in Indian Insurance Market. Presently the value is estimated as 36 times of monthly gross salary (table-3) plus additional for 36 months of monthly salary (table-2).

Adequate professional indemnity cover is also suggested for the PMC.

Documentary proof of all insurances shall be submitted to client.

## **7.0 PENALTIES/RECOVERIES**

- a) In reference to clause 12.0 of 'Consultant Manpower section' of bid document, Non-deployment of Personnel as per agreed schedule and site requirement shall attract penalty @ 25% of the PMC's concerned manpower Man-Month rate of the contract on pro-rata basis.
- b) Continuous non-availability of Personnel once deployed at site, without prior-approval from client, for more than 15 days would attract penalty @ 25% of the Consultant's Man-Month concerned manpower rate of the contract on pro-rata basis for the period above 15 days.
- c) All the above penalties/recoveries shall be in addition to the Liquidated Damages/Price Reduction Schedule as mentioned in GCC or SCC or elsewhere in the tender and exclusive of GST.
- d) All the recoveries/penalties/PRS/LD are subject to Limitation of Liabilities as mentioned in the GCC.

## **8.0 DEFECT LIABILITY PERIOD**

The Defect liability period for the PMC job is 12 months from the date of completion of Project.

## 9.0 ADDITION, REDUCTION IN SCOPE AND RE-TENDERING

Please refer para 9.0 of the scope of work document of the bid.

## 10.0 OTHER CONDITIONS:

- (vii) PMC shall perform the work under this CONTRACT with diligence and conforming to the best international practices available.
- (viii) PMC shall perform their obligations conforming to rules, regulations and procedures prescribed by law/Statutes.
- (ix) PMC shall be responsible for ownership of the design engineering, patent etc., as applicable.
- (x) PMC shall take approval/concurrence from owner on major and critical issues.
- (xi) PMC shall suggest measures to cut-down cost and time over run without compromising the quality of work required in implementing the project.
- (xii) PMC should intimate in advance any owner's obligations for timely completion of activities (e.g.) requirements of statutory norms, regulatory authorities etc.
- (xiii) PMC shall provide all necessary documents in time to the contractor for commencing and proceeding with the work as per agreed schedule.
- (xiv) Technical Queries (TQ)/Commercial Queries (CQ) if required in tendering process should be raised with the information to owner.
- (xv) PMC shall keep records pertaining to the movement of the material & its traceability/accounting as well as physical usage w.r.t. the section of the pipeline. PMC shall bifurcate the cost as per owner formats for the purposes of the capitalization of the assets. At the time of capitalization, consultant shall depute their representatives in owner's office, as required.

END (Part-3-Section-III)

## Payment Terms (Part-3-Section-IV)

## **PAYMENT TERMS**

### **1. General**

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

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

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

### **2. Terms & Mode of Payment**

The terms and mode of payment shall be as per details given below:

- i) Payments shall be based on successful completion of milestone activities as per the % of the lump sum value against Item No. 10 of Contract. The details of the milestone are given at clause 2.1 of this section.
- ii) Payment for Item Nos. 20 to 50 of the contract shall be as follows

S. No	Description	% Payment
1	On monthly basis as per deployment of manpower on actual basis duly certified by RCM and verified by client	90
2	Submission of duly certified all Project documents of construction through vendors/ contractors	2.5
3	After close-out of Project on completion of job in all respects	7.5

- iii) Payment shall be made through RTGS/NEFT. PMC shall raise invoices on completion of milestone activities against Item No.10 of the Contract and on month(s) basis against the Item Nos. 20 to 50 of the Contract in OIL's VIM portal.
- iv) "Close out of Project" above refers to physical work completion of the project, subsequent commissioning of all applicable facilities, closure of all purchase orders, work orders, contracts, submission of all As built drawings, operating manuals, documents etc. from vendors/ contractors to owner, and receipt of all unused material from contractors and return to owner after due material reconciliation, recommending penalties, recoveries if any for shortage, damages in goods, submission of vendor/ contractor performance evaluation and submission of Project Close Out Report including capitalization etc. except for the assistance for arbitration cases if any as referred elsewhere in the tender
- v) Owner shall release the payment after effecting deductions as per applicable law in force.
- vi) Owner shall release payments to PMC after adjusting all dues to the owner payable by PMC under the Contract.

2.1 The payment milestones for the lump sum quoted against Item No.10 of the Contract is as under:

**PAYMENT MILESTONES**

<b>Sl.</b>	<b>Description</b>	<b>% Payment</b>	<b>% Cumulative Payment</b>
1	Kick-Off Meeting, Site visit, Review of owner's data, Submission of Project Execution Philosophy, Submission of Project Organogram, Finalization of C&P strategy	5%	5%
2	Finalization, Tender Floating, Evaluation and Awarding for procurement of coating materials and other free issue materials	25%	30%
3	Finalization, Tender Floating, Evaluation and Awarding for coating works and other works/ service contracts except CP works	25%	55%
4	Completion of Engineering works for Cathodic Protection (CP) and other miscellaneous project requirements	10%	65%
5	Submission of various periodical reports as per the project scope of work, maintenance of updated L-4 schedules, material management reports on pro-rata basis.	5%	70%
6	Construction Progress (Progressive Payment on monthly basis based on construction progress)	20%	90%
7	Project documentation and closure, complete in all respect	10%	100%
<b>Total</b>		<b>100.00</b>	

Note: Further Billing break-up may be provided by Client based on the Project Execution Philosophy and weightages of sub-components (to be finalized during service execution), if necessitated.

- a) In case any milestone above is not applicable, or milestones are clubbed, Payment would be effected with suitable clubbing / substitution as decided by owner.
- b) Owner has the right to process the payment against milestone with certain deviations or retention with sufficient justifications. Decision of the owner in this regard shall be final and binding.

\*\*\*\*\*

**Part-3-Section-IV**

# **Annexures & Proformas**

**CERTIFICATE FOR RESTRICTION OF PROCUREMENT**

To  
OIL INDIA LIMITED  
Pipeline Headquarter, Guwahati

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

*Gentlemen,*

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

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

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

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

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

**Seal of the Bidder:**

**BID FORM**

To  
OIL INDIA LIMITED

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

*Gentlemen,*

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of \_\_\_\_\_ (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within (\_\_\_\_\_) days calculated from the date of issue of Letter of Award (LOA).

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

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

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

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

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

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

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

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

**Seal of the Bidder:**

**Tender No. : .....**

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

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

**(Authorised Signatory).**

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

**NOTE:** OIL INDIA LIMITED expects the Bidders to fully accept the terms and conditions of the bid document. However, should the Bidders still envisage some exceptions/ deviations to the terms and conditions of the bid document, the same should be highlighted as per format provided above and to be submitted as part of their Technical Bid. If the Proforma is left blank, then it would be presumed that the Bidder has not taken any exception/deviation to the terms and conditions of the bid document.

**BID SECURITY/EMD**

Ref. No Bank Guarantee No  
Dated

TO,  
OIL INDIA LIMITED

Whereas ..... {herein after called 'the Bidder') has submitted their Bid No.....dated ..... against OIL INDIA LIMITED, DULIAJAN, ASSAM, INDIA (hereinafter called the purchaser)'s tender No for the supply of {hereinafter called 'theBid') KNOW ALL MEN by these presents that we.....Of having our registered office at.....( hereinafter called 'the Bank')are bound unto the Purchaser, in the sum of ..... for which payment well and truly to be made to the said Purchaser, the Bank binds itself,its successors and assigns by these presents. Sealed with the said Bank this ..... day of.....

**THE CONDITIONS of this obligation are :**

1. If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder,or
2. If the Bidder, having been notified of the acceptance of their bid by the Purchaser during the period of bid validity
  - a) fails or refuses to accept the order ; or
  - b) fails or refuses to furnish the performance security
3. If the Bidder furnished fraudulent document/information in their bid.

We undertake to pay to the Purchaser up to the above amount upon receipt of their first written demand (by way of letter /fax/cable) without the Purchaser having to substantiate their demand, provided that in their demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of any of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including..... { Bidder to indicate specific date as mentioned in the tender), and any demand in respect thereof should reach the Bank not later than the above date.

**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:**

***Signature& Seal of the Bank***

**FORM OF PERFORMANCE BANK GUARANTEE**

To:

M/s. Oil India Limited  
-----  
-----

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

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

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

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

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

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

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

- B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Notwithstanding anything contained herein:

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

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

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

Designation\_\_\_\_\_

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

Address\_\_\_\_\_

**AGREEMENT FORM**

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

WHEREAS the Company desires that Services \_\_\_\_\_ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;

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

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

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. In addition to documents herein above, the following Sections and Annexure attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- a. General Conditions of Contract, (Part-3, Section-I)
- b. Scope of Work/ Special Conditions of Contract for Civil works (Part-3)
- c. Certificate for Restriction of Procurement (Proforma-A)
- d. Price Bid Format, (Proforma-B)
- e. Bid Form, (Proforma-C)
- f. Statement of Compliance, (Proforma-D)
- g. Performance Security Form, (Proforma-F)
- h. Undertaking towards submission of authentic information/documents as per Format vide Annexure-XI.

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)

Name:

Status:

In presence of

1.

2.

For and on behalf of Contractor

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

Name:

Status:

In presence of

1.

2.

---

\* Bidders are NOT required to complete this form.

**PROFORMA LETTER OF AUTHORITY**

TO  
GM (C&P)  
OIL INDIA LIMITED

PIPELINE HEADQUARTER, Guwahati, ASSAM, INDIA

Sir,

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

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

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

Yours Faithfully,

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

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

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

**Seal of the Bidder:**

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

**AUTHORISATION FOR ATTENDING BID OPENING**

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

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

PIPELINE HEADQUARTER, Guwahati, ASSAM, INDIA

Sir,

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

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

Yours Faithfully,

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

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

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

**Seal of the Bidder:**

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

\*\*\*

**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 and Contractor/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 and the execution of the contract for compliance with the principles mentioned above.

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

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

3. The Principal will exclude from the process all known prejudiced persons.

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

**Section: 2 - Commitments of the Bidder/Contractor**

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

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

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

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

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

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

### **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 credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

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

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

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

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

#### **Section: 6- Equal treatment to all Bidders/Contractor/Subcontractors**

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
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**

(Three in number depending on the size of the contract)

(To be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to 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 Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he 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.
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.

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

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

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

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

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Noida.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

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

.....

.....

**For the Principal :**

**For the Bidder/Contractor:**

Witness 1: .....

Witness 2: .....

Place.

Date .....

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\*\*\*\*\*

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

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

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

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

Place :

Date:

Seal:

Membership No ..

UDIN No.

Registration Code:

Signature :

[\* Applicable only for GLOBAL tenders.]

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**GENERAL HSE POINTS**

- 1.0 The Contractor shall adhere to following points while performing the works under this contract.
1. The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely: the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be 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 representative of OIL.
  2. The Contractor engaged for any electrical installation, maintenance, repairs etc., should possess a valid electrical Contractor license issued by the State Electricity Licensing Board and engage adequate number of competent electrical personnel. All the Competent persons shall have appropriate Work Permit/ Supervisory License issued by State Electricity Licensing Board. It shall be included in Terms and Conditions of contract agreement/NIT (Notice Inviting Tender) and shall be ensured by the OIL Engineer in charge.
  3. The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety.
  4. Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).
  5. A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's Act or omissions at work.
  6. The Contractor should frame a mutually agreed bridging document between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.
  7. Statutory forms to be maintained in respect to Mines Act, 1952, Mines Rules 1955, Oil Mines Regulations 2017, the Environment (Protection) Act-1986 and other applicable laws.
  8. The Contractor, wherever applicable, shall obtain necessary hazardous waste authorization from the Stat Pollution Control Board for storage, handling and disposal of hazardous waste.
  9. As per DGMS circular & Gazette Notification for maintenance of register as required by the Mines Act 1952 and Mines Rules, 1955, the forms A, B, D and E have been updated and modified. The above-mentioned forms need to be maintained as per the new format.
  10. The Contractor shall submit to DGMS returns indicating — Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment work persons, Number of work persons deployed, how many work hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

11. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
12. The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
13. The health check-up of Contractor's personnel is to be done by the Contractor in OIL empaneled Hospital and the reports and statutory forms as applicable to be vetted from the OIL authorized Medical Officer. The frequency of periodic medical examinations should be every five years for the employees up to 45 years of age and every three years for employees of 45 years of age and above. Initial Medical Examination should be in line with the standard followed by OIL.
14. All persons deployed by the Contractor for working in a mine must undergo Mines Vocational Training, initial medical examination and Periodic Medical Examination (if required). They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.
15. Every person deployed by the Contractor must use appropriate PPEs (Personal Protective equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness, Fall Prevention Devices (FPD) shall conform to relevant IS codes. Necessary supportive document shall have to be available at site as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. Contractor employees should be trained in the proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty due non-adherence to PPE shall be binding to the Contractor.
16. Soft copy of the Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe methods to deal with it/them. Printout of copy (spiral binding) of the SOP mentioned above is to be kept with all working teams at all times. The SOP clearly stating the risk arising to men, machineries & material from the mining operation / other operations to be done by the Contractor and how it is to be managed. However; in case of any doubts, the Contractor shall reconfirm the same from the Engineer In Charge (OIL).
17. Contractor has to ensure that all work is carried out in accordance with the Statute and the SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For the work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.
18. In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.
19. Necessary cold and hot work permits including excavation clearance and permission for working at height, Confined Space Entry as applicable are to be obtained by the competent person of the Contractor from the site representative of OIL before start of the job(s). Work Permit System should be inline as per guidelines issued by HSE Department.

20. Necessary facilities for monitoring the levels of parameters in respect of Methane, Oxygen, Hydrogen Sulphide and Carbon Monoxide should be provided at mines. Portable multi-gas detector (LEL/O<sub>2</sub>/CO/H<sub>2</sub>S) and FLP torch light to be made available at site.
21. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor. If the Company (OIL) arranges any safety awareness program / training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.
22. The Contractor personnel shall arrange daily meeting and monthly pit level meeting headed by the OIL Engineer and maintain records accordingly. Safety Briefing, Evacuation plan in case of emergency and how to inform (in case of emergency) to be discussed during the Tool Box meeting.
23. After receipt of the work order the Contractor shall have to submit authorized list of Contractor Personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact details. No person shall be engaged in any job in a mine unless his competency has been assessed and approved by the OIL Engineer In Charge.
24. The Contractor shall not engage minor laborer below eighteen (18) years of age under any circumstances.
25. OIL will communicate all information to the Contractor or his authorized representative only.
26. The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.
27. 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.
28. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/ facilities in case of accidents should be provided by the same Contractor. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor.
29. Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and excess material. Disposal of solid wastes generated by the Contractor shall be in accordance with the company's Procedure for Solid Waste Management. The Contractor Personnel have to take every possible care to keep the environment clean and free from pollution.
30. The Contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use. The supporting documents relevant to prove the above should be submitted. Defective tools shall be immediately removed.
31. The Contractor should prevent the frequent change of his deployed employees as far as practicable. The Contractor shall not employ or terminate his worker without the knowledge of the OIL engineer in charge. However, if OIL Engineer In Charge found any person not appropriate to with respect to job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.
32. Contractor's Supervisor/ Contractor's personnel needs to be aware about the site specific emergency response plan (which includes display of emergency contact nos., establish telephone communication, layout of working area, use of fire extinguisher, emergency exit, assembly point).

33. All Lifting equipment of the Contractor like Crane etc. shall have to be duly calibrated. Calibration Certificate of this equipment shall have to be submitted to the representatives of OIL and a copy of the same to be made available at site.
34. Necessary sign-board / warning signals like caution, "hot work" in progress, emergency telephone numbers, no entry without permission etc. should be used while working on tanks. The said signals / sign-boards shall have to be arranged by the Contractor and shall be in line with the circular of signboards issued by HSE Department, Oil India Limited.
35. Barricading of area to be done with reflecting tapes as applicable during work.
36. The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site throughout the working hours.
37. The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.
38. Smoking is prohibited in all Company restricted areas except in authorized smoking areas/shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas / hazardous areas unless they have been classified as 'intrinsically safe' for use in that atmosphere. Consumption of alcohol and possession of non-prescribed drug in Company work site is strictly prohibited.
39. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
40. The Contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by OIL to counter them, if anything goes wrong.
41. In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, company will have the right for directing the Contractor to take action to comply with the requirements, and for further non compliance, the Contractor will be penalized as per the terms of the Contract.
42. Considering the ongoing Covid-19 pandemic, those who are engaged in the above operations should be followed the Covid-19 Protocol as per the prevailing Government Guidelines.
43. Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor

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

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

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

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

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

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

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**GeM Registration ID Declaration**

To,

OIL INDIA LIMITED

PIPELINE HEADQUARTER, Guwahati, ASSAM, INDIA

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

We hare by confirmed the following:

Name of the Bidder:

Address:

GeM Registration ID:

**Signature & Seal of the Bidder**

UNDERTAKING BY VENDOR ON SUBMISSION OF PERFORMANCE BANK GUARANTEE

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

M/s

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

PBG issuing bank details:-

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

Declaration:-

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

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

Name \_\_\_\_\_

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

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

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

Encl: Original performance bank guarantee

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

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

**Date** \_\_\_\_\_

**Tender No.** \_\_\_\_\_ **Dated** \_\_\_\_\_

OIL INDIA LIMITED

.....  
.....

**Dear Sirs,**

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

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

## ANNEXURE-N

### RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA

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

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

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

#### Validity of Registration:

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

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

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

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or

- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

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

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

Explanation –

- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
  - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

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

**FORMAT OF UNDERTAKING BY BIDDERS FOR  
DECLARING PERCENTAGE OF LOCAL CONTENT**

To

OIL INDIA LTD, Guwahati,

Dear Madam / Sir,

Sub.: Undertaking for local content against Tender No: \_\_\_\_\_ dated \_\_\_\_\_

We, \_\_\_\_\_ (Name of the bidder) have submitted Bid  
No. \_\_\_\_\_ against Tender No. \_\_\_\_\_ dated \_\_\_\_\_.

We hereby undertake that we meet the mandatory minimum local content requirement as mandated by Ministry of Petroleum and Natural Gas, Government of India vide Order no P-45021/2/2017-PP (BE-11) dated 16.09.2020 or Notification No FP 20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.04.2022 subject to revisions/amendments thereof.

The percentage of local content in the bid is \_\_\_\_\_%.

For and on behalf of

Authorized signatory

Name

Designation

Contact No.

(Affix Seal of the Organization here)

Note: Class-I/Class- II Local suppliers are eligible to bid only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as class-I or class-II local supplier

**ANNEXURE- A-2 to BEC**

CERTIFICATION BY STATUTORY AUDITOR / COST AUDITOR / PRACTISING COST ACCOUNTANT / PRACTISING CHARTERED TOWARDS LOCAL CONTENT ((As per BEC Clause No. 2.0)

To,  
OIL INDIA LIMITED, Guwahati,

Sub.: Certification of local content against Tender No: \_\_\_\_\_ dated \_\_\_\_\_

We, \_\_\_\_\_, the Statutory Auditor/Cost Auditor / Cost Accountant / Chartered Accountant (not being an employee / Director of the company) of of M/s \_\_\_\_\_ (name of the bidder) having our registered office address \_\_\_\_\_ hereby certify the following:

We have reviewed the local content in the offer no. \_\_\_\_\_ dated \_\_\_\_\_ submitted by M/s \_\_\_\_\_ (name of the bidder) against the enquiry no. \_\_\_\_\_ by M/s \_\_\_\_\_ (name of the bidder) as per the mandatory minimum local content requirement as mandated by Ministry of Petroleum and Natural Gas, Government of India vide Order no P-45021/2/2017-PP (BE-11) dated 16.09.2020 or Notification No FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.04.2022 subject to revisions/ amendments thereof.

In the above offer, we certify the bidder's status and local content as under:

- Class-I local Supplier: Offer has local content equal to or more than 50%, as defined in the policy. O  
OR
- Class-II local Supplier: Offer has local content more than 20% but less than 50%, as defined in the policy.

**{Strike off whichever is not applicable out of two above}**

For and on behalf of \_\_\_\_\_

Authorized signatory \_\_\_\_\_

Name of Statutory Auditor/Cost Auditor/Cost Accountant/Chartered Accountant: Designation: \_\_\_\_\_

Seal:

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

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

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

Date \_\_\_\_\_

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

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

Sir,

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

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

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

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

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

**Proforma-IXA**

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

Date:.....

To,

**Oil India Limited**

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

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

Dear Sir,

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

Yours faithfully,

Bidder's Sign and Seal

**DECLARATION ABOUT BIDDER'S FINANCIAL STANDING**

To, DGM-MATERIALS

OIL INDIA LIMITED

Sub: Undertaking/Declaration regarding financial standing Ref: Tender No. \_\_\_\_\_

We, \_\_\_\_\_ (name of bidder), hereby confirm that:

(1) We are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law.

(OR)

(2) No insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against us.

Place: \_\_\_\_\_

Date: \_\_\_\_\_ (Name & Signature of the authorised signatory of the bidder)

**DECLARATION THAT BIDDER IS NOT UNDER HOLIDAY  
LIST/DELISTED/BLACKLISTED/DEBARRED IN OIL**

**To,**

**OIL INDIA LIMITED**

**Sub:** Undertaking/Declaration regarding Holiday List, debarment etc.

**Ref:** Tender No. \_\_\_\_\_

We, \_\_\_\_\_ (Name of the bidder) hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debarring us/them from carrying on business dealings with OIL.

Place: \_\_\_\_\_

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

\_\_\_\_\_  
(Name & Signature of the authorised  
signatory of the bidder)

**PROFORMA FOR UNDERTAKING FROM THIRD PARTY INSPECTION AGENCY  
(To be submitted on official letter head)**

**TO  
M/s OIL INDIA LIMITED**

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,

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

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

**PROFORMA-XY**

Bidder shall submit following filled-up format for Marks claimed by the bidder against each quality parameter:-

Sl. No.	Criteria	Percent of Max. Marks	Maximum Marks	Reference to Supporting documents with Page no.
1	Completed onshore hydrocarbon cross-country pipeline construction or rehabilitation projects (Carbon steel pipeline having diameter 12-inch & above excluding City Gas Distribution) as PMC / EPMC / consultant in India during last 7 years from original bid due date. Cumulative quantity of three executed contracts / orders shall be considered for evaluation.		5	
	a) more than 1750 km	100.00%		
	b) more than 1400 km up to 1750 km	91.00%		
	c) more than 1050 km up to 1400 km	83.00%		
	d) more than 700 km up to 1050 km	75.00%		
	e) less than 700 km	0.00%		
	Documents to be submitted: As per Stage-I technical past experience criteria 2.1.2.			
2	Completed onshore hydrocarbon cross-country pipeline construction or rehabilitation projects (Carbon steel pipeline having diameter 4-inch & above excluding City Gas Distribution) as PMC / EPMC / consultant in India during last 7 years from original bid due date. Cumulative quantities of executed contracts/ orders shall be considered for evaluation.		20	
	a) more than 105 km	100.00%		
	b) more than 70 km up to 105 km	91.00%		
	c) more than 35 km up to 70 km	83.00%		
	d) more than 10 km up to 35 km	75.00%		
	e) less than 10 km	0.00%		
	Documents to be submitted: As per Stage-I technical past experience criteria 2.1.2			
3	Experience of Pipeline EPMC or Design & Engineering involving design and engineering of permanent cathodic protection works - only completed onshore hydrocarbon projects in India during last 7 years shall be considered		20	
	a) more than 105 km	100.00%		
	b) more than 70 km up to 105 km	91.00%		
	c) more than 35 km up to 70 km	83.00%		
	d) more than 10 km up to 35 km	75.00%		
	e) less than 10 km	0.00%		
	Documents to be submitted: As per Stage-I technical past experience criteria 2.1.2			

Sl. No.	Criteria	Percent of Max. Marks	Maximum Marks	Reference to Supporting documents with Page no.
4	PMC possessing following dedicated units as per organogram as on original bid due date		20	
	a) Project and planning unit with minimum 5 officials	20.00%		
	b) Engineering unit with minimum 4 officials	20.00%		
	c) C&P unit with minimum 3 officials	20.00%		
	d) Inspection unit with minimum 3 officials	20.00%		
	e) Safety & Environment unit with minimum 2 officials	20.00%		
	Documents to be submitted: Certification from CEO or equivalent Competent Authority			
5	Number of Engineers in the current payroll of the company. Graduate Engineers (4 year-BE/ B.Tech) as well as Diploma Engineers (3 year course) having minimum 5 years of experience shall be considered for evaluation.		20	
	a) more than 50 Engineers	100.00%		
	b) more than 25 Engineers up to 50	88.00%		
	c) more than 10 Engineers up to 25	75.00%		
	e) 10 or less nos. of Engineers	0.00%		
	Documents to be submitted: Self-certification by CEO/ HR-Head of organization along with proof of employment [Provident Fund Deposition Proof with Temporary Return Reference Number (TRRN) details and Name as per Electronic Challan cum Return (ECR) for the wage month 1/2/3 months prior to Bid Submission Month; for e.g., if the bid submission is scheduled in April then TRRN details for the wage month of January/ February/ March].			
6	Completed Engineering consultancy for Detailed Feasibility Report (DFR) or HAZOP Study or Integrity Study/Review OR Risk Assessment OR Residual life assessment OR Total safety assessment, for projects in Hydrocarbon sector in last 7 years from original bid due date.		15	
	a) More than 10 nos.	100.00%		
	b) More than 07 nos. upto 10 nos.	88.00%		
	c) More than 04 nos. upto 07 nos.	75.00%		
	d) 4 or less nos. Documents to be submitted: As per Stage-I technical past experience criteria 2.1.2	0.00%		

**COMMERCIAL COMPLIANCE SHEET**

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

<b>OFFER REF:</b>			
<b>NAME OF THE BIDDER:</b>			
<b>Srl. No.</b>	<b>Particulars</b>	<b>Yes/No/Not Applicable</b>	<b>Remarks</b>
1	Whether bid submitted under Single Stage two Bid System?		
2	Whether Price bid are submitted as per format under "Notes & Attachment". Refer "COMMERCIAL EVALUATION CRITERIA" of the tender documents.		
3	Whether Bid Security Submitted as per format or Payment done through Online payment Gateway. Please provide details		
4	Whether offered firm prices?		
5	Whether quoted offer validity of 120 days from the date of final bid closing of the tender?		
6	Whether quoted mobilization as per tender ?		
7	Whether quoted any deviation?		
8	Whether deviation separately highlighted?		
9	Whether filled all checklist as per tender?		
10	Whether Price Bid submitted as per Price Schedule / Price Bid Format?		
11	Whether confirmed acceptance of tender Payment Terms?		
12	Whether confirmed to submit PBG as asked for in tender?		
13	Whether agreed to submit PBG within 30 days of placement of order?		
14	Whether all BRC/BEC clauses accepted?		
15	Whether Local Content % Submitted		
16	Whether Annual turnover & Net worth Certificate submitted?		
17	Whether affidavit/undertaking submitted certifying that the balance sheet/Financial Statements for the financial year 202-23 has actually not been audited so far, if applicable?		
18	Whether documents are verified as per TPI agency?.		
20	Whether comply and submit Integrity Pact?		
21	Whether agree Liquidated Damages , Arbitration/Resolution of Dispute, Force Majeure clause of the tender?		
22	Whether Digital Signature is Class III , Organization		

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