



# **OIL INDIA LIMITED**

## **BID DOCUMENT**

**Tender NO. : CGI0227L23**

**Construction Management Services for Pipeline Laying and associated services for Replacement of 8" Spur line from PS1, Duliajan to Digboi Refinery under Pipeline Dept., Oil India Limited for a period of 12 Months (extendable by 12 months).**

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

**:INDEX:**

**Instruction to bidders** : Bidders are required to submit their bid through online with their quoted rates as per **Section-II** in **Price-Bid Format** along with all relevant documents as required.

1. Covering Letter with Salient features
2. Part –I Instruction to Bidders
3. Part-II :Bid Rejection/Evaluation Criteria
4. Section-I General terms and Condition of the Contract
5. Section- II: Schedule of Quantities, Service/work and Rates
6. Section- III: Special Condition of the Contract, Scope of Work & Payment Terms
7. Section- IV : Safety Measure and Compliance
8. Section- V : Integrity Pact

<b>Proforma A</b>	Price Bid Format
<b>Proforma B</b>	Bid Form
<b>Proforma C</b>	Bid Security Declaration
<b>Proforma D</b>	Bank Guarantee format for Performance Security deposit
<b>Proforma E</b>	Agreement Form
<b>Proforma F</b>	Statement of Compliance/Non-Compliance
<b>Proforma G</b>	Format for court affidavit
<b>Proforma H</b>	Certificate of annual turnover & net worth
<b>Proforma I</b>	E–Payments vide RTGS/NEFT
<b>Proforma J</b>	Authentic information/ documents
<b>Proforma K</b>	Letter of Authority
<b>Proforma L</b>	Undertaking by vendor on submission of performance bank guarantee

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_



## FORWARDING LETTER

Sir,

- 1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.
- 2.0 In connection with its operations, OIL invites Domestic Competitive Bids (DCB) from competent and experienced Contractors through OIL’s e-procurement site “**CONSTRUCTION MANAGEMENT SERVICES FOR PIPELINE LAYING AND ASSOCIATED SERVICES FOR REPLACEMENT OF 8" SPUR LINE FROM PS1, DULIAJAN TO DIGBOI REFINERY UNDER PIPELINE DEPT., OIL INDIA LIMITED FOR A PERIOD OF 12 MONTHS (EXTENDABLE BY 12 MONTHS) .’**” through OIL’s e-procurement portal <https://etender.srm.oilindia.in/irj/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:

- |        |   |   |  |
|--------|---|---|--|
| (i)    | IFB No.                                 | : | CGI0227L23   |
| (ii)   | Type of IFB                             | : | <b><u>Single Stage-Single (Composite) Bid</u></b>  |
| (iii)  | Pre-Bid Conference Date                 | : | Not Applicable   |
| (iv)   | Venue of Pre-Bid Conference             | : | Not Applicable   |
| (v)    | Last Date of Receipt of Pre-Bid Queries | : | Not Applicable   |
| (vi)   | Bid Closing Date & Time                 | : | As per online data   |
| (vii)  | Bid Opening Date & Time                 | : | As per online data   |
| (viii) | Priced Bid Opening Date & Time          | : | Same as Bid opening date & time  |
| (ix)   | Bid Submission Mode                     | : | Bid should be uploaded in OIL’s E-Procurement portal   |
| (x)    | Bid Opening Place                       | : | Office of the General Manager-<br>Contracts Oil India Limited, Pipeline<br>Head Quarter Guwahati-781171, |

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

Assam, India

- (xi) Bid Validity : **90** days from date of Closing of bid
- (xii) Mobilization Time : **15 days from the date of issue of LOA.**  
by OIL
- (xiii) Bid Security Amount : **NIL**
- (xiv) Bid Security Validity : **90** days from date of closing of bid
- (xv) Amount of Performance Guarantee : **3 %** of the annualized contract value
- (xvi) Validity of Performance Security : Up to **3 months** from date of completion of contract
- (xvii) Duration of the Contract : **12 (Twelve) Months (Extendable by another 12 months)**
- (xviii) Bids to be addressed to: : GENERAL MANAGER  
(CONTRACTS), OIL INDIA LIMITED,  
PIPELINE HEAD QUARTER  
GUWAHATI-781171, ASSAM, INDIA

**3.0 INTEGRITY PACT-Applicable for this tender**

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “Section – V” of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL’s competent signatory (Digitally Signed). 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.

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

All the Bids must be Digitally Signed using “Class 3” digital certificate [Organization] (e-commerce application) only 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” digital certificate, will be liable for rejection. **Please note Encryption certificate is also required along with Digital Certificate Class III [Organization in order to submit bid in system.** Please refer “Guideline to Bidder for participating in OIL”

5.0 Bids received after closing hours as stipulated above will not be accepted. OIL will not be responsible for any delay in submission of bid because of connectivity problem and/or any other reasons whatsoever.

6.0 E-mail/Fax/Telegraphic/Telephone bids will not be accepted.

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

7.0 Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that “TECHNO-COMMERCIAL UNPRICED BID should contain details as mentioned in the technical specifications as well as BEC/ BRC and upload the same in the “Technical Attachment” area. **No price should be given in above , otherwise the offer will be rejected.** Please go through the help document in details before uploading the document and ensure uploading of technical bid in the only. The “PRICE BID” must contain the price schedule and the bidder’s commercial terms and conditions. Details of prices as per Bid format / Commercial bid can be uploaded as Attachment under the attachment option under “Notes & Attachments”. ***The price quoted in the “PRICE BIDDING FORMAT” will only be considered for evaluation.***

*For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in), Ph.: 0374-2807178/4903.*

- |                       |  |
|-----------------------|--|
| Notes and Attachments | → Only Price Details Should Be Uploaded            |
| Technical attachments | → All technical bid documents except price details |

Please do refer “**NEW INSTRUCTION TO BIDDER FOR SUBMISSION**” for the above two points and also please refer “**New Vendor Manual (effective 12.0.2017)**” available in the login Page of the OIL’s E-tender Portal.

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

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

**Notes :**

- \* The “Techno-Commercial Unpriced Bid” shall contain all techno-commercial details **except the prices.**
- \*\* The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the Sign. On Signing a new file with extension .SIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.
- 8.0 Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.
- 9.0 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.
- 10.0 OIL reserves the right to increase/decrease the quantum of job at the time of award of contract and it will be obligatory on the part of the successful bidder to accept the same at the offered rates.
- 11.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
- 12.0 Offer must conform in all respect to the terms and conditions of the enquiry. Deviations, if any, must be clearly and specifically stated. Conditional bids are liable to be rejected at the discretion of the Company.

Thanking you,

Yours faithfully,  
OIL INDIA LIMITED

General Manager (Contracts)  
for CGM (PLS)

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

**PART-I**

**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 BIDDING DOCUMENTS**

**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 BIDDING DOCUMENTS**

**2.1 TENDER FEE: NIL**

- a) 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>
- b) 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.

**2.2 EMD DECLARATION FORMAT:**

**No Bid security is applicable against this tender. However, Bid Security declaration as per Proforma C to be furnished by the bidders along with the technical RFx.**

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

**PROFORMA - C**

**DECLARATION FOR BID SECURITY**

To,  
M/s. Oil India Limited  
.....  
.....

Sub: .....  
Tender No:.....

Dear Madam/Sir,

After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s. .... (Name of Bidder) have submitted our offer / bid no.....

We, M/s. ....(Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/banning list (as per policies of OIL INDIA in this regard), if we are in breach of our obligation(s) as per following:

have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

having been notified of the acceptance of our Bid by the OIL INDIA LIMITED during the period of bid validity:

fail or refuse to execute the Contract, if required, or  
fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.

Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.

having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

Place: [Signature of Authorized Signatory of Bidder]  
Date: Name:  
Designation:  
Seal:

\*\*\*\*\*  
\_\_\_\_\_

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_



All bidders should submit **the Proforma-C (Declaration for Bid security) confirming that the Bid is valid for minimum 90 days from the date of opening of Technical Bid. Bid without submission of Proforma-C will be summarily rejected.**

3.0 **TRANSFERABILITY OF BID DOCUMENTS:**

3.1 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.

3.2 Unsolicited bids will not be considered and will be rejected straightway.

4.0 **DOCUMENT:**

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

a) A forwarding letter highlighting the following points. :

- i) Company's Tender No.
- ii) Bid closing date and time.
- iii) Bid opening date, time and place.
- iv) Bid submission place.
- v) Bid opening place.

- 1. Covering Letter with Salient features
- 2. Part –I Instruction to Bidders
- 3. Part-II: Bid Rejection/Evaluation Criteria
- 4. Section-I General terms and Condition of the Contract
- 5. Section- II: Schedule of Quantities, Service/work and Rates
- 6. Section- III: Special Condition of the Contract, Scope of Work & Payment Terms
- 7. Section- IV: Safety Measure and Compliance
- 8. Section- V: Integrity Pact-Not Applicable for this tender

**Proforma A:** Price Bid Format

**Proforma B:** Bid Form

**Proforma C:** Bid Security Declaration

**Proforma D:** Bank Guarantee format for Performance Security deposit

**Proforma E:** Agreement Form

**Proforma F:** Statement of Compliance/Non-Compliance

**Proforma G:** Format for court affidavit

**Proforma H:** Certificate of annual turnover & net worth

**Proforma I:** E–Payments vide RTGS/NEFT

**Proforma J:** Authentic information/ documents

**Proforma K:** Letter of Authority

**Proforma L:** Undertaking by vendor on submission of performance bank guarantee

4.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

**5.0 AMENDMENT OF BIDDING DOCUMENTS:**

- 5.1 At any time prior to the deadline for submission of bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by the issuance of an Addendum.
- 5.2 *The Addendum will be uploaded and published in OIL's e-portal. However, Addendum shall be neither published in news paper nor sent to any of the participating Bidders. 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.*

**6.0 PREPARATION OF BIDS**

**6.1 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 English translated version, which shall govern for the purpose of bid interpretation.

**6.2 BIDDER'S NAME & ADDRESS:**

Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address.

**7.0 DOCUMENTS COMPRISING THE BID:**

- 7.1 Bids are invited under **Single Stage Composite Bid System**. The bid along with all Annexure and copies of documents should be submitted in e-form only through OIL's e-bidding engine. The price bids submitted in physical form against procurement tenders shall not be given any cognizance. However, the following documents should necessarily be submitted in physical form in sealed envelope super scribed as "Tender Number and due for opening on \_\_\_\_\_" The outer cover of the sealed envelope should duly bear the tender number and date of closing/opening prominently underlined, along with the address as under

General Manager (Contracts), Oil India Limited  
Pipeline Head Quarter, Narangi  
P.O.: Udayan Vihar, Guwahati, Assam – 781171

**7.2 Envelope:**

- i) ~~Containing Valid and proper Bid Security in Original as per **Clause 10.0** and should reach the office of General Manager (Contracts) before Bid closing date and time, otherwise Bid will be rejected. **A scanned copy of this**~~

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

~~document should also be uploaded along with the Un-priced (Technical) bid document.~~

- ii) Any other document required to be submitted in original as per tender requirement.

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

## 8.0 E- FORM FOR ONLINE SUBMISSION:

### 8.1 TECHNICAL BID (Un-Priced) comprise of the following:

- i) Containing Certificate of Compliance in respect of BRC of the Bid Document as per **Part-II**.
- ii) Complete technical details of the services and equipment specifications with catalogue, etc
- iii) Documentary evidence established in accordance with clause **9.0** of this section.
- iv) ~~Copy of Bid Security furnished in accordance with clause **10.0** of this section.~~
- v) Statement of Non-compliance (for Technical Non-compliance only) (except BRC) as per **Proforma-F**.
- vi) ***Original Affidavit in Court Stamp Paper of Rs. 20.00, duly attested by Notary as per the prescribed format in Proforma-G.***
- vi) ***Copy of signed Bid document without indicating prices.***

### 8.2 COMMERCIAL/PRICE BID comprising of following:

Bidder shall quote their prices in the following Proforma and shall upload the same in the OIL's E-Portal :

- (i) Price-Bid Format as per **Proforma-A**
- (ii) Bid Form as per **Proforma -B**

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

#### NOTE:

**TECHNICAL BID & COMMERCIAL / PRICE BID** shall be submitted through e-tendering process only.

## 9.0 BID SECURITY DECLARATION FORM:

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

*The bidder shall complete and submit the Bid Security Declaration Form (Proforma-C).*

**10.0 BID PRICE:**

- 10.1 *Unit prices must be quoted by the bidders both in words and in figures.*
- 10.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 10.3 All duties and taxes including ~~VAT,~~ Contract Tax, Corporate income Taxes and other levies but **exclusive of GST** payable by the successful bidder under the Contract for which this Bidding 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.

**11.0 CURRENCIES OF BID AND PAYMENT:**

- 11.1 Bid currency and payment shall be **INR**.

**12.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

These are listed in **Part-II** of the document.

**13.0 SIGNING OF BID:**

- 10.1 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 Organization Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities(CCA) of India before bid is uploaded.

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 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, the bid will be rejected.

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

- 13.2 *The original and all copies of the bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The letter of authorization (as per Proforma-K) shall be accompanying the Bid. All pages of the Bid, drawings and other accompanying*

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

*documents except for un-amended printed literature, shall be initialed by the person or persons signing the Bid Document.*

- 13.3 Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.
- 13.4 *Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.*
- 13.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

#### 14.0 BID SECURITY: NOT APPLICABLE

- 14.1 Pursuant to clause ~~5.0~~ the Bidder shall furnish as part of its Technical bid, Bid Security for an amount of ~~Nil~~
- 14.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-clause ~~11.7~~.
- 14.3 The Bid Security shall be denominated in the currency of the bid and shall be in one of the following form:

(a) A Bank Guarantee in the prescribed format vide ~~Proforma E~~ issued by any of the following Banks **is acceptable**:

i) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder **OR**

ii) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

**(b) Bank Guarantee issued by a scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable**

The Bank Guarantee shall be valid for 30 days beyond the validity of the bids asked for in the Bid Document.

*Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.*

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

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

- ~~a. (i) —“MT760/ MT760 COV for issuance of bank guarantee”  
(ii) —“MT767/ MT767 COV for issuance 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.”~~

~~b) The vendor shall submit to OIL the copy of SFMS message as sent by the issuing bank branch along with the original bank guarantee~~

~~(b) A Cashier's cheque or Demand Draft drawn on ‘Oil India Limited’ valid for 90 days from the date of issue and payable at Guwahati, Assam.~~

~~(c) Buy online Transaction~~

~~14.4 Any bid not secured in accordance with sub-clause 11.1 and /or 11.3 shall be rejected by the Company as non-responsive.~~

~~14.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days of expiry of the period of bid validity.~~

~~14.6 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the performance security.~~

~~14.7 The Bid Security may be forfeited:~~

~~a) If any Bidder withdraws or modifies their bid during the period of bid validity (including any subsequent extension)~~

~~OR~~

~~b) — If a successful Bidder fails:~~

~~i) — to sign the contract within stipulated reasonable time & within the period of bid validity, and/or~~

~~ii) — to furnish the Performance Security.~~

~~14.8 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years to participate any future tender.~~

~~14.9 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.~~

## 15.0 PERIOD OF VALIDITY OF BIDS:

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

- 15.1 Bids shall remain valid for **90 days** after the date of bid opening (technical) prescribed by the Company.
- 15.2 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/email (or by Fax). The bid Security provided under **Clause 11.0** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.
- 15.3 Bid Security shall not accrue any interest during its period of validity or extended validity.

**16.0** All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per **Proforma-F**.

**17.0** Timely delivery of the bids is the responsibility of the Bidder. Company shall not be responsible for any delay.

**18.0 DEADLINE FOR SUBMISSION OF BIDS:**

Bids must be received by the company within Bid Closing Date as specified in the "Forwarding Letter".

**19.0 LATE BIDS:**

Any Bid received by the Company after the deadline for submission of bids prescribed by the Company shall be rejected.

**20.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

- 20.1 The Bidder after submission of bid may withdraw its bid by written notice prior to bid closing.
- 20.2 The Bidder's withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of **Clause 5.1**. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 20.3 No bid can be modified subsequent to the uploading in the e-tendering system.
- 20.4 No bid may 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.

**21.0 PRE-BID CONFERENCE/ MEETING:**

*Not Applicable for this Tender.*

**22.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:**

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

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

**23.0 OPENING AND EVALUATION OF BID:**

- 23.1 Company will open the Bids in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter 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. Only one representative against each bid will be allowed to attend.
- 23.2 Bid for which an acceptable notice of withdrawal has been received 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 properly signed and whether the bids are generally in order.
- 23.3 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.
- 23.4 Company shall prepare, for its own records, document containing the information disclosed to those present in accordance.
- 23.5 **To assist in the examination, evaluation and comparison of bids the Company may at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.**
- 23.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without deviations or reservation. A 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 bidding 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.
- 23.7 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.
- 23.8 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.

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_



**24.0 OPENING OF COMMERCIAL/ PRICE BIDS:**

- 24.1 *Company will open the Commercial/Price Bids of all the Bidders on a specific date as mentioned in portal in presence of interested bidders.*
- 24.2 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.
- 24.3 *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 any Bidder does not accept the correction of the errors, their bid will be rejected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will adopted for evaluation.*

**25.0 EVALUATION AND COMPARISON OF BIDS:**

- 25.1 The Company will evaluate and compare the bids as per **Bid Evaluation Criteria in Part-II** of the bidding documents.
- 25.2 DISCOUNTS / REBATES: Unconditional discounts/rebates, if any, given in the bid or along with the bid will be considered for evaluation.
- 25.3 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

**26.0 CONTACTING THE COMPANY:**

- 26.1 Except as otherwise provided, 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.
- 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 OF CONTRACT**

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

Contractor: \_\_\_\_\_

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, the company will notify the successful Bidder in writing by registered letter or email or fax (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.*

29.3 Upon the successful Bidder's furnishing of Performance Security, the company will promptly notify each un-successful Bidder and will discharge their Bid Security.

**30.0 SIGNING OF CONTRACT:**

30.1 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 document** with General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

30.2 Within 30 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return it to the company.

**31.0 PERFORMANCE SECURITY:**

31.1 Successful bidder shall be required to furnish an amount equivalent to **3%** of the annualized contract value as Performance Security Deposit within 15 days of notification of award of contract and before signing of the formal contract. In case of default the award of contract may be canceled and Security deposit forfeited. The Performance Security Deposit may be in the form of a Bank Guarantee issued by a Nationalized Bank, and shall remain valid for **3 (Three)** more months beyond validity of the contract. A copy of the Bank Guarantee format is enclosed as **Proforma -D**. The same will be discharged by company not later than 30 days following its expiry.

(b) A Bank Guarantee in the prescribed format vide **Proforma-D** issued by any of the following Banks is acceptable:

ii) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder **OR**

ii) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

(b)Bank Guarantee issued by a scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable

*Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.*

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

- a. (i) “MT760/ MT760 COV for issuance of bank guarantee”  
(ii) “MT767/ MT767 COV for issuance 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.”*

*b)The vendor shall submit to OIL the copy of SFMS message as sent by the issuing bank branch along with the original bank guarantee*

- 31.2 The performance security money shall be payable to Company as compensation for any loss resulting from Contractor’s failure to fulfill its obligations under the Contract.
- 31.3 Failure of the successful Bidder to comply with the requirements of clause **28.1** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as then case may be.

### **32.0 INTEGRITY PACT (Applicable for this tender):**

- 32.1 OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “**SECTION –V- Integrity Pact**” of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL’s competent signatory (Digitally Signed). The proforma has to be returned by the bidder (alongwith 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.
- 32.2 OIL has appointed Shri Sutanu Behuria, IAS (Retd.), Shri Rudra Gangadharan, IAS (Retd.), and Shri Om Prakash Singh, IPS(Retd.) as Independent Monitors (IEM) for a period of 3 (three) years to oversee implementation of Integrity Pact in OIL Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:
- a. Shri Sutanu Behuria, IAS (Retd.),  
E-mail: sutanu2911@gmail.com

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

b. Shri Rudra Gangadharan, IAS (Retd.)  
E-mail: [rudhra.gangadharan@gmail.com](mailto:rudhra.gangadharan@gmail.com)

c. Shri Om Prakash Singh, IPS(Retd.) ,  
E-Mail : Ops2020@rediffmail.com

**33.0 COST OF BIDDING:**

33.1 The bidder shall bear all cost associated with the preparation and submission of its bid and OIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

33.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid without seeking any clarifications.

**34.0 SITE VISIT:**

The Bidder, at the Bidder's own cost, responsibility and risk is encouraged to visit and examine the site of work and its surroundings, understand the logistics and obtain all information that may be necessary for preparing the Bid and entering into a Contract for the required services/work. The Contractor shall be deemed prior to Pre-Bid Conference & submitting their Bid to have:

- a) Inspected and examined the Site and its surroundings and carried out such surveys as it considers necessary;
- b) Satisfied itself as to the nature of the work and materials necessary for the execution of the Works;
- c) Satisfied itself as to the circumstances at the Site, including, without limitation, the ground and sub-soil, the form and nature of the Site and the climate and hydrological conditions of the Site;
- d) Satisfied itself as to the means of communication with and access to & through the Site, the accommodation it may require and the precautions and the times and methods of working;
- e) Obtained for itself all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the Contract price and its obligations under the Contract;
- f) Satisfied itself with all the Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bid Document.
- g) Ascertained the general labour position at the Site and have understood the cost associated with engagement of the labours.

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

**35.0 GENERAL:**

- 35.1 The bids can only be submitted in the name of the Bidder who has been permitted to participate in the bid. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexures. It shall be complete and free from ambiguity, change or interlineations.
- 35.2 The bidder should indicate at the time of quoting against this tender their full postal and Fax/Email addresses.
- 35.3 The bid including all attached documents shall be digitally signed by duly authorized representative of the bidding company.

**36.0 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.

**37.0** The bidders are required to furnish the composition and status of ownership of the firm in whose name tender documents have been purchased /issued along with one or more of the following documentary evidences(which are applicable to the bidder) in support of the same.

- 37.1. **In case of Sole Proprietorship Firm**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of GST ~~and Central Excise~~ Registration Certificate.
- 37.2 **In case of HUF**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of GST ~~and Central Excise~~ Registration Certificate.
- 37.3 **In case of Partnership Firm**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of GST ~~and Central Excise~~ Registration Certificate.
- 37.4 **In case of Co-Operative Societies**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of GST ~~and Central Excise~~ Registration Certificate.
- 37.5 **In case of Societies registered under the Societies Registration Act** -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies GST ~~and Central Excise~~ Registration Certificate.

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

- 37.6 **In case of Joint Stock Companies registered under the Indian Companies Act** - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of GST and ~~Central Excise~~ Registration Certificate.
- 37.7 **In case of Trusts registered under the Indian Trust Act** - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies GST and ~~Central Excise~~ Registration Certificate.

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Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

**BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)****1.0. BID REJECTION CRITERIA (BRC):**

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

- 1.1 All the supporting documents in compliance to BEC/BRC requirements shall be scanned and uploaded along with the technical bid. Non-submission of the documents will result in rejection of bids.
- 1.2 Any bid not complying BEC/BRC requirements shall be summarily rejected.
- 1.3 Bidders must have **PF Account** in their name issued by Regional Provident Fund Commissioner. Bidders must have **ESI Account** in their name. Documentary evidence of the same is to be submitted.
- 1.4 Deviation to the following provision of the tender document liable for rejection of Bid:
  - i. Firm price
  - ii. ~~EMD / Bid Bond~~ Bid Security Declaration
  - iii. Scope of work
  - iv. Specifications
  - v. Price Schedule
  - vi. Delivery / Completion Schedule
  - vii. Period of Validity of Bid
  - viii. Liquidated Damages
  - ix. Performance Bank Guarantee / Security deposit
  - x. Guarantee of material / work
  - xi. Arbitration / Resolution of Dispute
  - xii. Force Majeure
  - xiii. Applicable Laws
  - xiv. Integrity Pact, if applicable
  - xv. Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.
- 1.5 Other Information /Documents: Bidders must furnish the following information with relevant documents wherever necessary:
  - a) Tax Exemption Certificate, if any, if /applicable.
  - b) PAN no. (photocopy of the PAN card required).
  - c) GST registration No.
  - d) Bank account No. with name of Bank, Type of account, Bank address.

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

- e) P.F. Account No. / Code.
  - f) ESI registration no.
- 1.6 The successful bidder /contractor shall undertake to indemnify the company against all claims which may arise under the under noted Acts during signing of the contract:
- a) The FACTORY Act - 1948
  - b) The Minimum Wages Act 1948
  - c) The Workman's compensation Act 1923
  - d) The payment of wages Act 1963
  - e) The payment of Bonus Act 1965
  - f) The Contract Labour (Regulation and Abolition) Act 1970 and the rules framed thereunder.
  - g) Employees' Pension Scheme 1995.
  - h) Interstate Migrant (regulation of Employment and Condition of Service) Act 1979
  - i) The Employees Provident Fund and Miscellaneous Provisions Act 1952
  - j) AGST Act/VAT
  - k) GST Act
- 1.7 Documentary Evidence in support of sound financial standing, Bank Account Number from any Nationalized Bank and PAN card number to be submitted by bidder.

**1.8. COMMERCIAL:**

- 1.8.1. Bidder shall submit the offer under “**Single Stage Single Bid System**” - "Technical bid" and the "Price Bid".
- 1.8.2. The Integrity Pact as per Section-V has to be submitted/uploaded by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. A bid submitted without integrity pact will be summarily rejected.
- 1.8.3. The Technical Bid should not have any price indication.
- 1.8.4. Bidder shall upload Bid Security Declaration as referred in Relevant Section of the Bid document along with technical bid. Any bid for which bid security declaration is not received before due Date of Bid Closing will be rejected.
- 1.8.5. Validity of the bid shall be minimum **90 days**. Bids with lesser validity will be rejected.
- 1.8.6. Any bid received in the form of Telex/Cable/Fax/E-mail/ Telephone call will not be accepted.
- 1.8.7. Bidders must quote clearly and strictly in accordance with the price schedule outlined in relevant section of Bidding Documents; otherwise the bid will be rejected.
- 1.8.8. Any bid containing false statement will be rejected.

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_



- 1.8.9. The Bid Documents are not transferable. Bids made by parties who have not purchased the Bid Documents from the Company will be rejected.
- 1.8.10. Any Bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.
- 1.8.11. Price quoted by the successful Bidder must be firm during the performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.
- 1.8.12. The following Clauses with all its sub-clauses should be agreed in toto, failing which the bid will be rejected. To this effect Bidder shall submit an undertaking along with the Technical Bid.
- a) Performance Security Clause
  - b) Force Majeure Clause
  - c) Termination Clause
  - d) Settlement of disputes Clause
  - e) Liquidated Damages Clause.
  - f) Acceptance of Jurisdiction and applicable law.
  - g) Tax liabilities clause.
  - h) Insurance clause.
  - i) With holding clause.
  - j) Liability clause.
  - k) Set off clause

**1.9. GENERAL:**

- 1.9.1. In case Bidder takes exception to any clause of Tender Document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the Bidder does not withdraw/ modify the deviation when/as advised by the Company. The loading so done by the Company will be final and binding on the Bidders. No deviation will however, be accepted in the clauses covered under BEC/BRC.
- 1.9.2. **To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BEC/BRC also and such clarification fulfilling the BEC/BRC clauses must be received on or before the deadline given by the Company, failing which the offer will summarily be rejected.**
- 1.9.3. In case, any of the clauses in the BEC/BRC contradict with other clauses of Bid Document elsewhere, then the clauses in the BEC/BRC shall prevail.
- 1.9.4. Bidder shall fulfill all the relevant clauses applicable for this e-Tender.
- 1.9.5. The original copy of documents [submitted by bidders(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

**2. BID EVALUATION CRITERIA (BEC):**

- 2.1. The bids conforming to the technical specifications, terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria.
- 2.2. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for the items of SOQ.
- 2.3. Quoted rates must be in conformity with the applicable minimum wage as applicable otherwise bid will be rejected. The original rates quoted by the bidders will not be allowed to increase under any circumstances.
- 2.4. **Original Bid closing date will be considered for evaluation of BRC criteria even in case of any extension of the original Bid Closing Date.**

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Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

**SECTION-I****GENERAL CONDITIONS OF CONTRACT****1.0 APPLICABILITY, DEFINITION & INTERPRETATION****1.1 Applicability**

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

**1.2 Definition & Interpretation**

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

**1.2.1 COMPANY/OIL/Operator:**

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

**1.2.2 CONTRACTOR:**

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

**1.2.3 Contract:**

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

**1.2.4 Site:**

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

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

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

**1.2.6 Sub-Contract:**

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

**1.2.7 Sub-Contractor:**

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

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

**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

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

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

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

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 CONTRACT.

**3.0 WAIVERS AND AMENDMENTS:**

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

**3.2 Change Program:** It is agreed that CONTRACTOR shall carry out work in accordance with the completion program 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.

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

**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 Company: \_\_\_\_\_ Contractor: \_\_\_\_\_

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

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_



(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<sup>#</sup> 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.

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

- 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 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:**

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

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

**12.3 Taxes:**

- 12.3.1 CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPANY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.
- 12.3.2 Tax levied on CONTRACTOR as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on CONTRACTOR's account.
- 12.3.3 CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.
- 12.3.4 The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 12.3.5 Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the COMPANY and/or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the CONTRACTOR.
- 12.3.6 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.
- 12.3.7 Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.
- 12.3.8 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.
- 12.3.9 CONTRACTOR shall provide all the necessary compliances/invoice/ documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

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.

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

- 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

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

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.

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

CONTRACTOR shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR and its personnel as well deputed under this CONTRACT during the entire period of their engagement in connection with this CONTRACT including extensions if any. The CONTRACTOR shall also carry adequate insurance cover against damage/loss to third party person/property. OIL will have no liability on this account.

**14.9 Principal Assured**

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

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

**14.10 Waiver of subrogation:**

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

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

**14.11 Deductible:**

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

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

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

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

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

**14.13 Loss Payee Clause:**

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

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

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

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

14.15 CONTRACTOR shall require all of its SUB-CONTRACTORS to provide such of the

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

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

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_



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 responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the COMPANY and/or their CONTRACTORS or sub-CONTRACTORS, irrespective of how such loss or damage is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS. The COMPANY shall protect, defend, indemnify and hold harmless CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.
- 15.6 Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORS, sub-CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORS or sub-CONTRACTORS irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.
- 15.7 The COMPANY agrees to waive its right of recourse and further agrees to cause its  
Company: \_\_\_\_\_ Contractor: \_\_\_\_\_

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

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

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:**

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

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

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

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

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

- 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

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

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>).

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

- (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

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_



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 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.

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

**32.0 SET-OFF:**

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

**33.0 WITHHOLDING:**

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

33.1 For non-completion of jobs assigned as per Scope of Work/Terms of Reference.

33.2 Defective work not remedied by CONTRACTOR.

33.3 Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.

33.4 Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc. with respect to personnel engaged by the CONTRACTOR.

33.5 Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.

33.6 Any failure by CONTRACTOR to fully reimburse COMPANY under any of the indemnification provisions of this Contract. If, during the progress of the work CONTRACTOR shall allow any indebtedness to accrue for which CONTRACTOR, under any circumstances in the opinion of COMPANY, may be primarily or contingently liable or ultimately responsible and CONTRACTOR shall, within five days after demand is made by COMPANY, fail to pay and discharge such indebtedness, then COMPANY may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to CONTRACTOR, a sum equal to the amount of such unpaid indebtedness.

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

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

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

33.8 COMPANY reserves the right to disburse or deposit the amount so withheld to the

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

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

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

there under from time to time.

- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
- v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.
- vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.
- vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.
- viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).
- ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 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.

Company: \_\_\_\_\_

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 Company: \_\_\_\_\_ Contractor: \_\_\_\_\_

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:

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

- 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 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.

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

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	Sole Arbitrator	OIL
Upto INR 25 Crore		
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 Arbitrators.

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.

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_



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)

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

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

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

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

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

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

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

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

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

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. 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 bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

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-I**

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

**SCHEDULE OF SERVICES AND RATES**  
**TENDER NO: CGI0227L23****DESCRIPTION OF SERVICES**

**CONSTRUCTION MANAGEMENT SERVICES FOR PIPELINE LAYING AND ASSOCIATED SERVICES FOR REPLACEMENT OF 8” SPUR LINE FROM PS1, DULIAJAN TO DIGBOI REFINERY UNDER PIPELINE DEPT., OIL INDIA LIMITED FOR A PERIOD OF 12 MONTHS (EXTENDABLE BY 12 MONTHS)**

2.0 For the services rendered the contractor is entitled for payment at the following rates,

<u>Name of Bidder:</u>						
<u>Item</u>	<u>SOR Item</u>	<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Offered Unit Rate (Rs.)</u>	<u>Sub-total</u>
A	B	C	D	E	G	H = E x G
10	Services of Resident Construction Manager	Services of Resident Construction Manager as per required profile and as per scope of work for the contract (unit: Man-Month)	Man-month	12		₹
20	Services of Quality/ Safety/ Planning/ Site engineers	Services of Quality/ Safety/ Planning/ Site engineers as per required profile and as per scope of work for the contract	Man-month	36		₹
30	Fixed charges for Office Infrastructure, vehicle etc.	Lump sum charges for Office establishment, vehicle and all other costs for construction supervision services except GST (unit: Month)	Month	12		₹
					SUM ABOVE OF ALL	₹

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

					SOR ITEMS::	
					<b>TOTAL BID AMOUNT EXCLUDING GST::</b>	
					GST @ 18%::	
					<b>GRAND TOTAL COST INCLUDING GST::</b>	
	<b>Mandatory Clause: Sub-total value of item 30 cannot be more than 40% of total contract value exclusive of GST</b>					
	<u>General Notes:</u>					
1)	A Price schedule shall be read in conjunction with General Conditions of Contract, Scope of services, Instructions to Bidders of this Bid document.					
2)	Prices set forth shall be inclusive of all cost, risk and expense, overhead, profit and/or fee related to the satisfactory performance and completion of the Work and all taxes and duties excluding GST. Said unit prices shall include, but not be limited to, the costs of all safety PPEs and other equipment, all labour, supervision, management (including, but not limited to, wages, benefits, payroll, taxes, and other costs related thereto as are paid to employees), all equipment rental of third party equipment, communications equipment, communications charges, office infrastructure cost, all reproduction and graphics costs of whatever kind, stationery, postage and courier expenses, all insurance requirements and coverage and financing, charges for over-time working (if required), charges for working on holidays (if required), and all other costs or expenses of any type or kind whatsoever which directly or indirectly relate to accomplishing the Work and complying in full with the provisions of the Contract, and which are not otherwise set forth or referred to in the Contract as a reimbursable expense. The said unit prices shall be inclusive of all general administrative costs of Contractor's operation (including mobilization, de-mobilization, travel, lodging, boarding, transport facility, offices). In addition to above, the quoted price shall include performance of all activities though not specifically mentioned in tender, but otherwise required for overall completion of the project.					
3)	ERRORS		AND		OMISSIONS	
	Bidders shall ensure that there are no errors or omissions in the Priced Bid. All the columns of the price bid are mandatory to be filled –up. In case, there is no amount, “0” (zero) needs to be mentioned. In case any omissions are noticed in the Priced Bid, the Bid is liable to be rejected.					
4)	Payment will be made as per Payment Terms					
5)	Bidders are also requested to refer the Taxes and Duties clause during GST regime attached vide Annexure-A for compliance. The rates are inclusive of all Taxes (VAT etc) and duties as applicable but excluding GST. The rates are inclusive of all liabilities including statutory liabilities.					
6)	The price bid should be properly signed & sealed by the Authorized signatory of the Firm.					

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_



**TAXES AND DUTIES CLAUSE - FOR VENDOR/SUPPLIER/CONTRACTOR**  
**(For Supplies/ Services during GST Regime i.e., New Tender)**

**INDIRECT TAXES/ GST**

1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
  - (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
  - (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
  - (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, for the purpose of this contract, it is agreed between the parties that if Goods and Services Tax introduced during the tenure of this contract/agreement then the bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.
5. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.

**6. When Input tax credit is available for Set Off as per the end use certification given by User Department at the time of raising Purchase Requisition (P.R.)**

Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

**When Input tax credit is NOT available for Set Off**

Evaluation of L-1 prices shall be done based on Quoted price only. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

7. In a situation where Purchase Orders (POs)/ Contracts have been placed prior to GST Regime and supplies are effected during GST Regime, it is made clear that any statutory variation (increase/decrease) due to introduction of GST, as the case may be, but within the contractual delivery/completion period will be to the account of OIL subject to documentary evidence. However, any increase in statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account.
8. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
9. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.
10. GST liability, if any on account of supply of free samples against any tender shall be to Bidder's account.

**SECTION-III**

**SCOPE OF WORK, PAYMENT TERMS AND SPECIAL TERMS & CONDITIONS**

**Terms and conditions of the contract shall include but not limited to the following:**

**Scope of works:**

**CONSTRUCTION MANAGEMENT SERVICES FOR PIPELINE LAYING AND ASSOCIATED SERVICES FOR REPLACEMENT OF 8" SPUR LINE FROM PS1, DULIAJAN TO DIGBOI REFINERY UNDER PIPELINE DEPT., OIL INDIA LIMITED FOR A PERIOD OF 12 MONTHS (EXTENDABLE BY 12 MONTHS)**

**SCOPE OF WORK**

OIL is operating 200 NB (8 Inch diameter), 35 Km long buried Crude Oil spur line from Pump Station - 1, Duliajan to Digboi Refinery with one intermediate pigging station and a receipt terminal at Digboi Refinery since 1958. This pipeline is routed through a pipeline corridor along with other oil & gas flow lines, mostly along Digboi – Duliajan road. Now, the company is replacing this pipeline with new one, complying to required statutory norms. One OFC duct with cable will be laid in the same pipeline trench. Construction of some portion of the pipeline has been completed and remaining portion mostly under Forest jurisdiction will be started shortly.

Being a replacement project, OIL has carried out major portion of engineering and procurement for the project of its own. However, for Construction Supervision and Quality Control of the pipeline laying and associated activities, OIL intend to hire services for Construction Management.

In Forest portion, pipeline laying works may be carried out by contractor directly engaged by OIL or by other contractor engaged by other organization on behalf of OIL. In some portion, 8-inch crude oil pipeline & OFC may be laid in the same trench with other hydrocarbon pipeline (to be newly laid). Construction supervision of OIL's pipeline system will only be in the scope of this contract.

**(A) BRIEF SCOPE OF WORK**

As a *Construction Management Service Provider* for the job, the agency 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.

The route of the pipeline is mostly along Duliajan-Digboi Road with certain detour portions at Duliajan, Bhadoi and Digboi area. Total length of the pipeline will be approximately 37.5 km. 3 LPE coated API 5LX46 grade line pipes have already been procured. Pipeline will be laid underground, complying to OISD 141 standard and following industry best practices. OFC duct with cable will be laid in the same trench of the pipeline. Installation of temporary Cathodic protection is in the scope of pipeline laying contractor. Route survey for the entire pipeline route has already been carried out. Part of pipeline laying under the project has been completed.

The scope of work of the *Construction Management Service Provider* is broadly defined under the following heads however the list is not exclusive/exhaustive. The service provider 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 Construction Manager, within the quoted price/awarded value of work to the Construction Management Service.

- a) Initial Site visit
- b) Review of owner's data (technical documents, survey reports, reports related to already executed works etc.)

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

- c) Preparation of drawings and Project Document Index, as required
- d) Design and engineering of minor works related to Pipeline laying and Civil & Structural works
- e) Planning of detailed activities and Scheduling
- f) Liaison for Permissions from authorities as per site requirements
- g) Preparation of item wise cost estimate, as required
- h) Preparation of Specifications, Work Procedure, SOP, Quality document (QA/QC)
- i) Procurement, Inspection and Expediting of Materials.
- j) Materials Management
- k) Construction Management and Supervision
- l) Construction Risk Analysis and formulation of mitigation plan
- m) Establish Quality Management System and ensure Quality control as per approved Quality Assurance plan
- n) Information management related to construction
- o) Health & Safety Management System complying with Statutory, Regulatory and National & International Standards.
- p) Measurement, Certification and forwarding the vendors bills to Owner within stipulated time
- q) Review and approval of 'As Built Documents/Drawings'.
- r) Lodging of Insurance claims and realization of the same
- s) Maintaining Hindrance Register
- t) Performance evaluation of Vendor (s)/ Contractor (s)
- u) Pre-commissioning and Commissioning of Pipeline system
- v) Pipeline laying contract close-out
- w) Assistance to client to resolve disputes

The Construction Management agency shall work with the aim to complete the Pipeline laying & commissioning works on or before the schedule, within the stipulated cost and shall follow all relevant & applicable international/national codes and standards.

## **(B) DETAIL SCOPE OF WORK**

### **1.0 Site Visit**

- a) Construction Management agency shall carryout site visits of ROW, Pump Station, Terminal and Repeater station 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. No separate ROW survey either by the Construction Management agency or owner is envisaged.
- b) All expenses of the Construction Management agency including transportation, accommodation of Agency's personnel shall be to Agency's account.

### **2.0 Review of Data and Initial Studies**

- a) Review the owner's data and documents (ROW/ROU Data, GIS Data, survey reports etc.) with regards to the pipeline system.
- b) Review the Pipeline Alignment Sheets
- c) All pipeline laying documents in regards to pipeline laying works already completed.

### **3.0 Preparation of drawings and Project Document Index, as required**

The Construction Manager shall develop field drawings and documents as required and generate necessary indexing.

**4.0 Design and engineering**

Design and engineering for the Pipeline Laying has been carried out by OIL. Construction Manager shall carry out some other minor design requirements as per site necessity. No extra cost shall be charged to OIL for such design.

**5.0 Planning of detailed activities and Scheduling**

As a CONSTRUCTION MANAGER for the job, the agency shall act as an extension of the Owner, always keeping in view the 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.

The CONSTRUCTION MANAGER shall be completely responsible for preparing construction plans and schedules in line with the Overall Construction Schedule provided by the owner. Construction Manager shall evaluate Contractor's resource requirement for each activity and monitor actual deployment in field.

Construction Manager shall prepare schedule for bought out materials by the contractor for timely delivery at site and monitor actual status.

Construction Manager shall generate weekly and monthly Construction Progress statistics in percentage basis considering various major activities to be executed under the Pipeline Construction and Laying tender and assigning suitable weightage.

**6.0 Permissions from Authorities**

- a) Reviews of approvals obtained by the owner from various external Authorities and conforming necessary compliance as required by the relevant approval.
- b) Construction Manager shall interact with locals/ villagers/ Gram Panchayats for obtaining necessary permissions (if any) during physical execution. However, local issues arising during the execution of job by the Works Contractor (viz. damage to village roads/ crop damage outside RoW etc), shall be the responsibility of Works Contractor and CONSTRUCTION MANAGER shall ensure that the job progress is not hampered.
- c) Provide technical support, data & drawings that are required to highlight design, specification and drawings to be submitted to the concerned authorities.

**7.0 Cost Estimation**

For any extra/ supplementary item requirement not mentioned in the Pipeline Laying tender, Construction Manager shall

- a) Prepare cost estimate and submit to owner, including basis for cost estimate
- 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)/ Oerheads for procurement items and works is an important activity in Cost Estimation.

**8.0 Work procedures, Specifications, Drawings & Standards, Quality document (QA/QC)**

The CONSTRUCTION MANAGER shall establish and submit to Owner, work procedures, SOPs, standards and codes in line with National/International standard for all major and critical activities of Pipeline Laying and associated activities covering required HSE aspects.

The Construction Manager shall

- a) Establish Quality Plan, QC procedures/table for activities involved in the scope.
- b) Establish a Quality Plan for bought out items for acceptance levels of project.

- c) Establish final acceptance level. Define acceptance criteria before taking over the pipeline system from Works contractor.

The Construction Manager shall generate necessary formats for checklist, documentation and records as per standard documentation practice adopted by the industry.

The Construction Manager shall review and grant approval of design/drawings/ documents for material supply and work execution as submitted by vendors/ contractors/ suppliers.

### **9.0 Procurement, inspection and expediting of Materials**

The CONSTRUCTION MANAGER shall rigorously monitor purchase of bought out materials as required for execution of the works contract. Construction Manager shall adequately guide the contractor regarding material specifications, sources for purchase, quality assurance plans, inspections etc.

The Construction Manager shall carry out necessary inspection of bought out materials related to works contracts at Factory and Site as per instruction of owner.

For bought out items, the Construction Manager shall rigorously monitor manufacturing status to ensure timely delivery of materials at site.

For any additional material requirement outside the present scope of Pipeline Laying contract, the Construction Manager shall assist client/ vendor for purchasing the same.

### **10.0 Materials Management**

The Construction Manager, on behalf of the Owner, shall issue Free Issue Materials to the Contractor. All necessary documentation till final reconciliation shall be carried out by the Construction Manager.

For bought out materials by Contractor, the Construction Manager shall Inspect incoming materials for quality, quantity, test certificates, other documents and records. Necessary Inspection Reports shall be generated, reviewed and approved.

The Construction Manager shall receive unused material returned by the contractors and hand over the same to the owner along with reconciled statement, Inspection Certificates and documents.

### **11.0 Construction Management and Supervision**

- (i) Review contractor's resources, procurement schedules and construction schedules
- (ii) 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 in RoW having live hydrocarbon pipelines are fully adhered to.
- (iii) Ensure adherence to established work procedures/specification
- (iv) Ensure all personnel working adjacent to live pipelines are fully aware of the various safety hazards.
- (v) Deploy necessary expert manpower at site for Overall Management, HSE, Quality Control, Planning & Co-ordination, Material Management etc.
- (vi) Carryout 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. CONSTRUCTION MANAGER shall certify the same through formats.
- (viii) Carryout progress measurement, scrutiny, works certification of contractor's bills for payments. CONSTRUCTION MANAGER shall forward duly certified bills to OIL for payment without undue delay.
- (ix) Organize Meetings with Stakeholders as required for Construction Management.
- (x) Review and certify as built drawings to be prepared by respective Work Contractors.

- (xi) 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.
- (xii) Process recoveries from Works Contractor(s) for issue of Owners materials, hire charges, rents and taxes etc. as per provision of the contracts.
- (xiii) Initiate action for arranging services of vendor's specialists if required during the execution of the Works Contract.
- (xiv) Monitoring of Works contractor's logistics for material delivery & Storage etc. and ensure mobilization of additional resources by Works Contractor without any cost implication to make-up for any slippage.
- (xv) CONSTRUCTION MANAGER shall regularly monitor compliance of all Acts and regulations (viz. Factories Act, Mines 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. Construction Manager, on behalf of owner, shall carry out all necessary verification/ inspection and shall maintain documentation, as required.
- (xvi) Construction Manager 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 up to 12 (Twelve) months after the completion of the project, the CONSTRUCTION MANAGER shall provide such assistance from his Home Office at no extra cost to Owner. In case any visit is to be undertaken by CONSTRUCTION MANAGER'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 CONSTRUCTION MANAGEMENT SERVICE PROVIDER beyond 12 months after contract completion, CONSTRUCTION MANAGER 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.

- (xvii) All Boarding, lodging, transportation, Resident/Site/camp office, office infrastructure, required by the CONSTRUCTION MANAGER for execution of the job shall in Construction Management Agency's scope. If Owner provides such spare facilities, rent will be charged as per established norms of Owner.
- (xviii) 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.
- (xix) Construction Manager shall generate Daily, Weekly and Monthly Progress Reports, monthly HSE reports, material reconciliation report etc. as required for Construction Management.

### **12.0 Construction Risk Analysis and formulation of mitigation plan**

Construction Manager shall prepare a Risk Management plan along with Risk Register for Construction, Pre-commissioning and Commissioning activities and detailed Risk Analysis (Qualitative as well as Quantitative). Construction Manager shall formulate suitable mitigation plan and integrate the same with Owner's existing Disaster Management Plan.

### **13.0 Quality Management System and ensuring Quality control**

Construction Manager, on behalf of owner, shall carry out all quality control and management for the pipeline construction and associated services including purchase of bought out materials, consumables etc. by the contractor. All necessary work procedures and purchase specifications (for bought out materials) are to be established as per the Tender document for Pipeline Laying Tender for the subject job conforming to National and International standards in practice.

Construction Manager shall review and approve above work procedures and specifications.

Construction Manager shall ensure compliance of the work procedures and specification during execution.

Construction Manager shall ensure compliance of calibration requirement of all testing and measuring equipment.

Construction Manager shall ensure documentation as per approved formats and approved all accepted documents.

**14.0 Information management related to construction**

- i) Construction Manager shall 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.
- ii) Construction Manager shall generate Daily, Weekly and Monthly Progress Reports, material reconciliation report etc. as required for Construction Management. As a minimum the following information shall be available in the monthly report
  - a)Project status report
  - b) Progress on Procurement of bought out materials
  - c)Progress on Construction work
  - d) Status of Quality reporting
  - e)HSE report
  - f) Status of pending activities along with action plan
- iii) Attendance of CONSTRUCTION MANAGEMENT AGENCY's Manpower shall be recorded and routed through Owner's Engineer in Charge/ Authorized personnel and certified by Resident Construction Manager.
- iv) Preparation of a look-ahead model/ catch-up plan for the project from time to time and ensure mobilization of adequate resources.
- v) Highlight pitfalls, if any, caused by the Vendors/ Contractors / any agency hindering execution of the project,
- vi) Identifying the root causes of the problems/ shortcomings encountered in material delivery and Construction activities.
- vii) Prepare contract close out report, including performance report of contractor (s).
- viii) Apart from the above deliverables, CONSTRUCTION MANAGEMENT AGENCY shall be required to submit other documents in the form of reports, as deemed necessary for successful and timely project implementation.

**15.0 Management of Health & Safety Management System**

It is Owner's objective and policy to ensure that potential health and safety factors and environmental effects are assessed for all products, project activities and acquisitions. For projects this is implemented by staged audits of health, safety and environmental aspects from concept stage to completion in order to determine any shortcomings or noncompliance.

The specific requirement includes the following:

**15.1 Safety Review**

A formal safety review shall be carried out periodically by Owner and CONSTRUCTION MANAGER, integrated across various activities. Owner's review team shall require data, input from key personnel from contractors and access to all locations being used by contractor (s). CONSTRUCTION MANAGER shall make all necessary arrangements for such reviews as required by Owner and shall ensure that contractors make available such data, personnel and locations as required. CONSTRUCTION MANAGER shall ensure that all recommendations and findings from safety reviews are implemented by contractors in a timely manner.



**15.2 Environmental Impact Assessment (EIA) and Group Risk Assessment (GRA)**

Owner has carried out EIA study for the proposed Pipeline Construction and laying work through competent service provider. CONSTRUCTION MANAGER shall conduct GROUP RISK ANALYSIS (GRA) for critical activities related to pipeline construction activity adjacent to live pipelines and ensure that all recommendations resulting from the EIA/GRA studies related to construction activities, on approval by owner, are implementation by contractor. CONSTRUCTION MANAGER shall provide scrap disposal management system in line with State/ Central PCB norms and ensure strict compliance by contractor/ sub-contractor. The purpose of this is to prevent any accidents, incidents or events that could result in degradation/deterioration of the environment.

**15.3 Health, Site Safety and Security**

CONSTRUCTION MANAGER shall be responsible, on behalf of owner for ensuring a high standard of occupational health and site safety management and for ensuring the requirements for health, safety and security to be maintained by contractors, subcontractors and other personnel working at site. CONSTRUCTION MANAGER shall ensure compliance of the safety requirement by the contractors.

The purpose of these safety requirements shall be to prevent any accidents, incidents or events that could result in injury or fatality to personnel and/or damage or destruction to property, equipment and material of contractors, subcontractors or CONSTRUCTION MANAGER, owner or third parties. The requirements shall be intended to supplement any Statutory Authority/State/Municipal/local or other regulations applicable to the site, which CONSTRUCTION MANAGER shall be obliged to enforce on behalf of Owner. CONSTRUCTION MANAGER shall agree with Owner's representative at site for any variation in these requirements. CONSTRUCTION MANAGER shall monitor reports and ensure that the above requirements are fully adhered.

**15.4 Site Safety Organization**

CONSTRUCTION MANAGER shall appoint a Safety Engineer, whose responsibility is to monitor all safety activities on the job and report the findings. The Safety Engineer shall make safety inspections of the job site. The inspections should be made jointly with the Safety officer/ In-charge of the contractors responsible for ongoing work in the areas to be inspected. Any infractions or poor safety practices uncovered by these inspections shall be promptly corrected. Safety requirements shall be enforced on all the contractors and subcontractors.

**15.5 Site Safety Planning**

Prior to start of site works, CONSTRUCTION MANAGER shall plan job safety requirement in conjunction with contractors giving due consideration to:

- i) Owner's / CONSTRUCTION MANAGER's Safety requirements
- ii) Statutory requirements
- iii) Risks/Hazards involved in working adjacent to high pressure live hydrocarbon pipelines
- iv) Location of job site(s)
- v) Type, background and quality of labour resources and anticipated training programs
- vi) Nature of work, types of hazards anticipated and hazard prevention methods
- vii) Inspection & testing activities, implementation and ensure compliance to work permit system.
- viii) Equipment and material to be used.
- ix) Specific safety requirement for working in Forest area
- x) Barricading of open trench, barricading during Radiographic Testing etc.

- xi) The number of personnel working concurrently in any area at the same time.
- xii) Personal protective equipment (PPE) requirements. CONSTRUCTION MANAGER shall ensure that contractors ensure availability and usage of PPE during work execution.
- xiii) All specific guidelines issued by Forest authorities in regards to the works within Forest area

**15.6 Site Safety Guidelines**

Prior to start of work at each job site, CONSTRUCTION MANAGER shall ensure publicity of safety guidelines, safety bulletin, Dos & Don'ts about Safety through site contractor to cover safety activities. CONSTRUCTION MANAGER shall suggest and ensure installation of Safety board and barricading tapes at appropriate places at site. The matter for safety slogans for display shall also be suggested by CONSTRUCTION MANAGER.

The contents of the safety manual shall include, as a minimum the following:

- (i) Owner's & CONSTRUCTION MANAGER's safety organization, philosophy and responsibilities.
- (ii) Owner's & CONSTRUCTION MANAGER's safety requirement
- (iii) The general safety rules applicable to the job site
- (iv) Safety precautions and safety measures which are required when working with high pressure live hydrocarbon pipelines
- (v) The requirements and availability personal equipment for specific activities at job site.
- (vi) Traffic regulations at the work sites
- (vii) Requirements and standards for use of scaffolding/ladders
- (viii) Safety precautions and safety measures which are required when working in pipeline trench
- (ix) Requirements for grounding electrical equipment and tools
- (x) Type, availability and responsibility for use of firefighting equipment;
- (xi) Work permit procedures
- (xii) Procedures to be followed when an accident, injury or fire occurs;
- (xiii) Procedure to be followed by entire contractor's organization should major accident occur;
- (xiv) Control access to site

**15.7 Preparation of Emergency Action Plan**

The CONSTRUCTION MANAGER shall prepare the Emergency Action Plan for Site by integrating with Owner's existing Disaster Management Plan in-line with the requirements of statutory authorities, OISD, PNGRB and other safety norms. The same shall be handed over to Owner for approval and subsequent circulation.

**15.8 Safety Activities**

CONSTRUCTION MANAGER shall ensure that contractors/ subcontractors carry out their activities in accordance with the safety plan throughout the course of the construction of the project to inculcate and maintain safety awareness among their personnel. If necessitated, each personnel, prior to beginning work, shall be given a safety orientation course. CONSTRUCTION MANAGER shall be responsible for arranging and providing such trainings and ensuring consistency of knowledge and understanding across all work groups. All personnel must be fully aware of the potential hazards involved in the work they supervise and the safe practices to be followed while working adjacent to high pressure live

hydrocarbon pipelines. CONSTRUCTION MANAGER will be responsible for execution of works by following all safety measures and ensure no deviation is taken in adopting safety standards, at any cost during construction.

**15.9 Accident Reporting and Investigation**

Any accident or incident resulting in a lost time injury, death of person, or damage to property or equipment is to be investigated by CONSTRUCTION MANAGER. Every incident shall be documented properly after the incident including the results of investigation and recommendations for preventive action. CONSTRUCTION MANAGER shall also ensure that all necessary publicity is given, across all sites, to ensure that such incidents do not occur in future. This investigation and report shall not preclude any similar investigations and reports required by government regulation.

CONSTRUCTION MANAGER shall maintain safety performance and accident statistics records for the whole site in conformance to the international standards. Updated safety performance and accident statistics shall be included in CONSTRUCTION MANAGER's every monthly report.

**16.0 Measurement, Certification and forwarding the vendors bills**

Construction Manager shall carry out physical measurement of executed quantity of work, qualified and accepted for billing in Measurement sheet format. Relevant documentary proof must be thoroughly verified by competent personnel of Construction Manager before forwarding bills for payment. Payment terms mentioned in the Contract for Contractor's relevant work shall be complied while billing.

For supply items, relevant Material Inspection documents (TPI and Construction Manager, as applicable) shall be thoroughly verified.

Construction Manager shall also verify other relevant documents (to be submitted along with bills) such as Insurance, PF etc. as per tender document for 'Pipeline Laying works'.

Construction Manager shall forward the bills to the Owner, duly verified and certified for payment, within the stipulated time from the date of receipt.

Construction Manager shall maintain records of bills for future reference.

**17.0 Review and approval of 'As Built Documents/ Drawings'**

Construction Manager shall arrange to generate 'As Built Documents/ Drawings' as per contract/ tender terms for 'Pipeline Laying Tender', verify the same, make necessary corrections and forward the same to owner as final documentation for acceptance.

All such final drawing/ documents shall be submitted in hard copies as well in soft copies.

**18.0 Lodging of Insurance claims and realization of the same**

Construction Manager shall provide complete assistance in Lodging of Insurance claims and realization of the same. It shall be the Construction Manager'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, taking of insurance policies and payment of its premium would be in the scope of Owner.

**19.0 Maintaining Hindrance Register**

During work execution, Construction Manager shall maintain all records of ROW/RoU obstruction/ hindrances with due justifications in the format provided by Owner.

**20.0 Performance evaluation of Vendor (s)/ Contractor (s)**

As per requirement of Owner, Construction Manager shall

- 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.

### 21.0 Pre-commissioning and Commissioning of Pipeline system

Construction Manager shall provide all necessary management service for pre-commissioning and commissioning of the new pipeline, including hook-up works, crude oil evacuation from old pipeline, disposal of water, commissioning of the new pipeline, pre-commissioning and commissioning of OFC cable systems, execution of restoration works etc.

### 22.0 Pipeline laying contract close-out

Consequent upon the successful completion of the Pipeline construction and laying works, the CONSTRUCTION MANAGER shall be responsible for following:

- (i) Settling Final Bill (s).
- (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 shall be under the following heads:
  - a) As built drawings
  - b) As built pipeline alignment sheets
  - c) All Construction documents like field reports, QC, RT, UT
  - d) Pipebook
  - e) Chainage wise Block Valve with coating details
  - f) Chainage wise details of Pipeline repair, if any
  - g) Chainage wise details of crossings
  - h) Chainage wise details of Type of TLP installed
  - i) TCP commissioning report with as built drawings
  - j) CP Survey reports
  - k) OFC laying documentation as per tender document
  - l) Contract Closeout Report incorporating the following
    - Contract brief
    - Chronology of Activities
    - CONSTRUCTION MANAGER's Office Organogram
    - Names of CONSTRUCTION MANAGER Personnel working for the project along with all contact details.
    - Pipeline Spread details, with details of Works contractor
    - List of key milestones and date of actual achievement.
    - List of POs/ WO's including vendors / contractors name and contact detail (if applicable)
    - 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

### 23.0 Assistance to client to resolve disputes

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

Assistance to client to resolve disputes as they arise and, should a dispute become intractable, assistance to client to compile all necessary reports, documents and evidence needed for presenting its claim to arbitration

**24.0 Exclusion from Construction Manager's Scope**

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

- (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 CONSTRUCTION MANAGER.
- (iii) Statutory clearances (however extending support is the responsibility of CONSTRUCTION MANAGER)

**25.0 Addition, Reduction in scope and Re-Tendering**

- (i) Addition/ reduction of CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER without any extra cost to Owner.
- (iii) In case Construction Manager is required to execute certain extra activities not envisaged in the original scope of work, then Construction Manager 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 & Construction Manager.

**26.0 Other Conditions:**

- (i) CONSTRUCTION MANAGER shall perform the work under this CONTRACT with diligence and conforming to the best international practices available.
- (ii) CONSTRUCTION MANAGER shall perform their obligations conforming to rules, regulations and procedures prescribed by law/Statutes.
- (iii) CONSTRUCTION MANAGER shall be responsible for ownership of the design engineering, patent etc.
- (iv) CONSTRUCTION MANAGER shall suggest measures to cut-down cost and time over run without compromising the quality of work required in implementing the project.
- (v) CONSTRUCTION MANAGER should intimate in advance any owner's obligations for timely completion of activities (e.g.) requirements of statutory norms, regulatory authorities etc.
- (vi) CONSTRUCTION MANAGER shall provide all necessary documents in time to the contractor for commencing and proceeding with the work as per agreed schedule.

**(C) CONSTRUCTION MANAGEMENT AGENCY'S MANPOWER**

**1.0** CONSTRUCTION MANAGER shall deploy required number of qualified and experienced personnel e.g. professional engineers, subordinate engineering personnel, construction supervisors, inspection engineers and other specialists of appropriate levels to ensure:

- Quality at all stages and aspects as per requirement of codes, standards, specifications and best international practices
- Timely & expeditious completion of the Pipeline Construction
- Economize expenses.

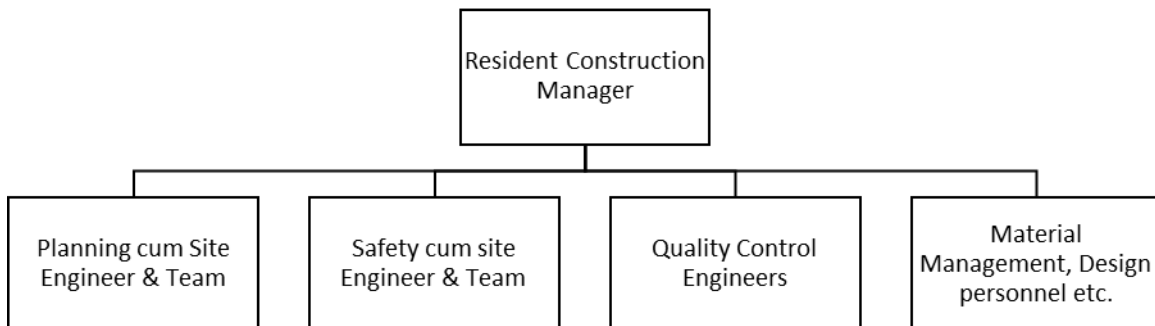
- 2.0** CONSTRUCTION MANAGER shall submit the following for approval of the Owner after award of LOA
- Organogram
  - Manning schedule
- 3.0** The Resident Construction Manager (RCM) shall be required to be deployed from the date of Start of Contract till closure of the construction contract/ Owner’s Written Intimation.
- 4.0** CONSTRUCTION MANAGER shall ensure optimum utilization of the deployed manpower such that no person is idle. In order to expedite progress, within same scope of work, CONSTRUCTION MANAGER may be required to augment with more manpower. CONSTRUCTION MANAGER’s deployment of manpower shall be reviewed during Progress Meetings.
- 5.0** Substituting of CONSTRUCTION MANAGER’s personnel (if any) with other personnel will be done with either same level & experience or higher level & experience.
- 6.0** Construction Manager shall deploy qualified personnel as per activity requirement of Pipeline Construction and Laying works. However, **before mobilizing such personnel, written advice/ clearance from Owner shall be obtained.** Also, when there is no/ reduced site activity, **Construction Manager shall demobilize its personnel as per written advice / clearance from Owner.**
- 7.0** The Construction Manager shall mandatory submit the following before deployment
- a) Bio-Data with qualification and experience of Resident Construction Manager proposed for the work.
  - b) Bio-Data with qualification and experience for all personnel under Resident Construction Manager shall be submitted to Owner for review and approval prior to their deployment.
- 8.0** The CONSTRUCTION MANAGER shall be required to depute qualified and experienced manpower for the execution of the service. CONSTRUCTION MANAGER shall ensure that the complete manpower whose names have been proposed to be engaged for the service is not changed during execution. In case of any change in deployment, the CONSTRUCTION MANAGER 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 service are detailed as under:

**Qualification and Experience**

Sl. No	Type	Qualification & Knowledge	Experience
1.	Resident Construction Manager	Degree in Engineering in any Discipline.  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.
2.	Planning cum Site Engineer	Degree in any Engineering  Knowledge of Planning & Scheduling for projects related to hydrocarbon industry, pipelines.	<b>Overall Experience:</b> At least 3 years of experience in executing projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude /

Sl. No	Type	Qualification & Knowledge	Experience
		Familiar with latest software in planning. Knowledge of various activities related to execution of pipeline projects	Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc. <b>Mandatory Experience:</b> Out of the 3 years of experience, at least 1 year of experience shall be in execution of hydrocarbon pipeline projects.
3.	Safety cum Site Engineer	Degree in Engineering in any Discipline/ Diploma in Fire Engineering & Safety Management  Knowledge of safety standards, Acts & Regulations, Best Industrial practices in HSE and safety aspects considered for construction of oil & gas pipeline projects.	<b>Overall Experience:</b> At least 3 years of experience for Degree holder/ 5 years of experience for Diploma holders 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 required years of experience, at least 50% of experience shall be in execution of hydrocarbon pipeline projects.
6.	Quality Control (NDT) cum Site Engineer	Degree in Engineering in any Discipline.  Should have valid ASNT NDT Level-II (Radiographic Testing)	<b>Overall Experience:</b> At least 3 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> Out of the 3 years of experience, at least 1 year of experience must be in works related to pipeline.

9.0 A recommended structure for CONSTRUCTION MANAGER's manpower is as under:



(D) OTHER TERMS AND CONDITIONS

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

**TENDER NO: CGI0227L23**

- i)** All costs related to Site Office Establishment, Vehicle, Office Operation, Accommodation, Construction Manager's Manpower etc. are in Construction Manager's scope.
- ii)** Minimum One number of vehicle shall be arranged by the Construction Manager for movement between Duliajan to Digboi and areas falling within Dibrugarh and Tinsukia districts.
- iii)** Subcontracting of Petty Services against this tender/ contract is not allowed.

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_



**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**

a) OIL will not pay any advance payment.

b) House Rent, Electricity charges etc. will be charged as per OIL's internal rate, if such facilities are availed from OIL.

c) All costs for deployment of manpower at site including conveyance, accommodation, telephone, PF, Insurance, medical, safety PPEs, other benefits etc. are included in the man-month rate.

d) Monthly attendance sheet duly certified by RCM will be submitted along with RA Bill.

e) The CONTRACTOR has to raise the RA bill on monthly (minimum)/ quarterly (maximum) basis and payment shall be made as per the following terms:

For all SOR items

i) 95 % progressively on completion of work as certified in RA bill.

ii) 5 % after acceptance of final bill at the end of the contract

f) Payment shall be made through RTGS/NEFT.

g) Owner has the right to process the payment with certain deviations or retention with sufficient justifications. Decision of the owner in this regard shall be final and binding.

h) Quantities given in the price bid format may deviate during execution. Contractor shall raise bill as per actual amount of work executed and payment will be processed for certified quantities. Contractor shall execute any such deviated quantity as per site requirement.

i) PF amount deposit proof will be submitted along with monthly invoices. Relevant GCC clause to be referred.

**3 Penalty**

In case of delay in mobilization of personnel as per requirement intimated in writing within 15 days from the date of intimation, 2% of per day rate against the respective contract item will be deducted for each day of delay starting from 16<sup>th</sup> day.

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

# SPECIAL CONDITIONS OF CONTRACT

## 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 contractor shall perform certain jobs such as assessment, inspection or travel, accommodation etc., it is understood that the contractor shall do so at his cost and the value of contract shall be deemed to have included cost of such performance and provisions so mentioned.
- f) The materials, tools, machineries 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.

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

- 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 contractor'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**

All Boarding, lodging, transportation, Resident/Site/camp office, office infrastructure, required by the contractor for execution of the job shall be to contractor's account.

## **3.0 TIME SCHEDULE**

Start date of contract shall be from the date of Issue of Work Order.

The CONSTRUCTION MANAGER shall put its best effort to ensure that the project shall be completed within the stipulated time frame. The contractor 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.

The contract may be short-closed upon completion of the project/ work. Due payment as per actual quantity consumed will be paid till end date of contract.

## **4.0 LIQUIDATED DAMAGES(LD) / PRICE REDUCTION SCHEDULE**

Clause No. 30.0 (d) of the GCC stands deleted and replaced with the following:

“LD will be calculated on the basis of Total Executed Contract value (excluding amount for SOR deviation/ extra work, if any) 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.”

## **5.0 INSURANCES**

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

Employee Compensation Insurance Policy/ Group Personal Accident Insurance Policy with sum insured 10 times of Annual Income/ or maximum allowed level shall be mandatorily provided covering all personnel engaged by the CONSTRUCTION MANAGER for the period of contract validity. In case of contract extension, validity will be suitably extended.

Documentary proof of all insurances shall be submitted to client before start of work.

No additional amount will be reimbursed to contractor against insurances.

## **6.0 HEALTH & SAFETY**

Construction Manager shall ensure that all its personnel wears required PPEs when working inside Industrial area. All costs involved for PPEs are in contractor's scope.

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

Initial Medical Examination report shall be submitted to client before start of the contract. Periodic Medical Examination (PME) will be done every subsequent year. All costs involved for IME/ PME are in contractor's scope.

In case of accident or physical injury to any contractor's personnel, all responsibilities for medical treatment, financial compensation etc. will be in contractor's scope. In case, OIL arranges for medical treatment etc. in case of urgency, cost of the same shall be deducted from contractor.

**7.0 DEFECT LIABILITY PERIOD**

The Defect liability period for the works under the contract is 3 months from the date of completion of contract.

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**END OF SECTION-III**

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Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

**SECTION -IV**

**SAFETY MEASURES & COMPLIANCE FORMAT**

GENERAL MANAGER (CONTRACTS)  
OIL INDIA LIMITED  
GUWAHATI

**SUB: SAFETY MEASURES**

**Tender No: CGI0227L23**

**Subject: CONSTRUCTION MANAGEMENT SERVICES FOR PIPELINE LAYING AND ASSOCIATED SERVICES FOR REPLACEMENT OF 8” SPUR LINE FROM PS1, DULIAJAN TO DIGBOI REFINERY UNDER PIPELINE DEPT., OIL INDIA LIMITED FOR A PERIOD OF 12 MONTHS (EXTENDABLE BY 12 MONTHS)**

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

- a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.
- b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following
  - i) \_\_\_\_\_
  - ii) \_\_\_\_\_
  - iii) \_\_\_\_\_The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.
- c) Due notice would be given for any change of personnel under item(b) above.
- d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's person and property involved during the course of our working under this contract. We would ensure that all the provisions under the Factory Act,1948 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.
- e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.
- f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Yours Faithfully

M/s \_\_\_\_\_

Dated \_\_\_\_\_

For & On Behalf Of Contractor

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

**SECTION-V**

**INTEGRITY PACT (Not applicable for this tender)**

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:

- (i) 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.
- (ii) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
- (iii) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this

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Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

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

(1) The Bidder/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.

- (i) 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 h e/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.
- (ii) 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.
- (iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (iv) The Bidder/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.
- (v) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- (vi) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
- (vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;

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Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

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

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

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

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Company: \_\_\_\_\_

Contractor: \_\_\_\_\_



(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

**Section 5 -Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section: 7 -Criminal charges against violating Bidders/Contractors/ Subcontractors**

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

**Section: 8 -External Independent Monitor/Monitors**

1. The Principal appoints competent and credible 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.

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Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

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. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

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. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

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

7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

**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**

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Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

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

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

3. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.

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.

5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

<p>..... <b>For the Principal</b></p> <p>Date :</p> <p>Place :</p>	<p>..... <b>For the Bidder/Contractor</b></p> <p>Witness 1: .....</p> <p>Witness 2: .....</p>
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Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

TENDER NO: CGI0227L23

PROFORMA-A

PRICE BID

TENDER NO. CGI0227L23

As per Section –II of the tender document and shall be quoted on line Format.

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Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

BID FORM

To  
M/S. OIL INDIA LIMITED,  
PIPELINE HEAD QUARTER

Sub: Tender No. : \_\_\_\_\_

Dear Sir,

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 both parties have signed the Contract.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding \_\_\_\_\_ for the due performance of the Contract.

We agree to abide by this Bid for a period of **90 days** from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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 \_\_\_\_\_ 2021.

-----  
Signature

\_\_\_\_\_  
(In the capacity of)

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Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

**PROFORMA - C**

**DECLARATION FOR BID SECURITY**

To,  
M/s. Oil India Limited  
.....  
.....

Sub: .....  
Tender No:.....

Dear Madam/Sir,  
After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s. .... (Name of Bidder) have submitted our offer / bid no.....

We, M/s. ....(Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/banning list (as per policies of OIL INDIA in this regard), if we are in breach of our obligation(s) as per following:  
have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

having been notified of the acceptance of our Bid by the OIL INDIA LIMITED during the period of bid validity:  
fail or refuse to execute the Contract, if required, or  
fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.  
Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.

having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

Place: [Signature of Authorized Signatory of Bidder]  
Date: Name:  
Designation:  
Seal:

\*\*\*\*\*  
\_\_\_\_\_

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

PROFORMA-D

FORM OF PERFORMANCE BANK GUARANTEE

To:  
M/s. OIL INDIA LIMITED,  
( **GENERAL MANAGER -CONTRACTS**)  
Guwahati, Assam, India, Pin – 781171

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

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

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

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

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

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

Designation \_\_\_\_\_

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

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

Date ..... \_\_\_\_\_

Place \_\_\_\_\_

\*\*\*\*\*

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

**PROFORMA - E**

**DRAFT AGREEMENT COPY**  
**(To be executed by the successful Bidder)**

This AGREEMENT is made on the ..... day of .....

**BETWEEN**

OIL INDIA LIMITED, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the state of Assam, hereinafter called the “COMPANY” which expression unless repugnant to the context shall include executors, administrators and assignees on one part

**AND**

M/s. ...., having its address ..... hereinafter called the “CONTRACTOR” or “Transport Supplier: ” which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees, on the other part,

**WHEREAS**

- A. OIL INDIA LIMITED being desirous of awarding a comprehensive contract for “ hiring the services of a brand new vehicle of type ....., and has issued an enquiry under reference No..... dated ....., containing the Schedule of Works, Terms and Conditions,
- B. M/s. .... , have examined the nature and magnitude of the service to be provided and have satisfied themselves by careful examination before quoting their rates as to the nature and magnitude of the services to be provided , local conditions, the availability of manpower and resources necessary for rendering the service and have made local and independent enquiries and obtained complete information and have examined and considered all other issues, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the services and have included them while making their offer.

**WHEREAS**, Company, (OIL INDIA LIMITED) having accepted the offer of the Contractor and (subsequent letter dated \_\_\_\_\_), issued the “Letter of Award” under reference \_\_\_\_\_ dated \_\_\_\_\_.

**Whereas**, the Contractor has accepted Company’s Letter of Award vide their letter \_\_\_\_\_

NOW IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER CONTAINED IT IS HEREBY AGREED AS FOLLOWS:

- i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
- ii) The following documents shall be deemed to form and be read and construed as part of this agreement viz:
  - (a) The Tender Document No.....dated ....., inter-alia providing the Instruction to the bidder ,General Conditions of Contract, Scope of Work / terms of reference /Technical specifications etc., Special conditions of contract.

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_



- (b) The Bid submitted by the Contractor in response to the Tender enquiry,
  - (c) The contractors letter dated ..... ( after price negotiation) if any .
  - (d) The Company's Notification of Award vide Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_.
  - (e) Section-I, II, III & IV hereto.
  - (f) Annexure –I hereto
- iii) The rates payable for the job will be as indicated in **PROFORMA-A**
- iv) In consideration of the payment to be made by the Company to the Contractor for carrying out the assigned service , the Contractor hereby covenants with the Company that the Contractor shall and will carry out the assigned service and complete the said service and shall do and perform all other acts and things mentioned in the Agreement or described or which are to be implied there from or may be reasonably necessary for the execution of the said assignment in the desired manner and time and subject to the terms and conditions or stipulations mentioned in the Agreement.
- v) The Company hereby covenants to pay the Contractor in consideration of the due provision, execution and completion 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 times and in manner prescribed in this contract.

IN WITNESS thereof, the parties have executed this contract on the day and the year first above mentioned at the office of the General Manager, Pipelines, Pipeline Head Quarter, Narengi, Guwahati, Assam.

Signed and Delivered for and  
On behalf of Company

Signed and Delivered for and  
on behalf of Contractor

(Oil India Limited)

( )

IN PRESENCE OF TWO WITNESSES :

IN PRESENCE OF TWO WITNESSES

- 1.
- 2.

- 1.
- 2.

**PROFORMA-F**

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

**STATEMENT OF COMPLIANCE/NON-COMPLIANCE**

OIL expects the bidders to fully accept the terms and conditions of the bidding documents. However, should the bidder experience some exception and deviations to the terms of the bidding documents, the same should be indicated here and put in un-priced bid. In order to be considered responsive, Bidder's offer must specifically include the following statement:

- (a) We certify that our offer complies with all IFB requirements and specifications without any deviations.

Or

- (b) We certify that our offer complies with all NIT requirements and specifications with the following deviations:

SL. NO.	SECTION/ CLAUSE NO.	BRIEF STATEMENT	COMPLIANCE/ NON-COMPLIANCE	DEVIATION STATEMENT

We undertake that excepting above deviations all the terms and conditions in the tender document shall be fully complied with. Company will not recognize any deviations/exception(s) which is not listed in this Annexure.

\_\_\_\_\_  
Signature of the Bidder

Name of Bidder: \_\_\_\_\_

Seal of the Company:

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**PERFORMA – G**

**FORMAT FOR COURT AFFIDAVIT**

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

In the Court of the Magistrate at.....

Date.....

I, Sri/Smt \_\_\_\_\_ S/o/D/o/W/o \_\_\_\_\_

Sri/Late \_\_\_\_\_ by religion \_\_\_\_\_ aged \_\_\_\_\_ years, by  
occupation \_\_\_\_\_ resident of \_\_\_\_\_

P.S. \_\_\_\_\_ Dist \_\_\_\_\_ State \_\_\_\_\_ to hereby solemnly  
affirm and declare an oath as follows:-

01. That the deponent is permanently residing at the above address with the family members.
02. That the deponent is not an OIL employee in service or dependant of OIL employee in service.
03. The deponent has not submitted any other application as a Proprietor or Partner of any other firm or against the name of deponent against the Tender Notice No.....  
**dated .....**
04. The deponent is not employed in any Government/Quasi Government/Public Sector Undertaking.
05. That the deponent is sole proprietor of M/s \_\_\_\_\_ of \_\_\_\_\_ (if applicable) participating in the **T. Notice No \_\_\_\_\_ dated \_\_\_\_\_.**
06. That the deponent has own Bank account No \_\_\_\_\_ at \_\_\_\_\_ Branch
07. That the deponent desires to submit a bid for supply of \_\_\_\_\_ FOR A PERIOD OF **1 (ONE) YEAR** TO BE AT \_\_\_\_\_.
08. That the deponent's communication address is not the same with any OIL's quarters/settlement area/premises etc.
09. That the deponent will abide by the rules and conditions of the said contract basis of **Oil India Limited, Pipeline Headquarters, Narengi, Guwahati-781171, District-Kamrup, Assam.**
10. That the deponent has fully understood & accepted the rates, terms and conditions of the above tender and is also fully convergent with the general terms and conditions of Transport Service contracts and agrees to abide by the same throughout the entire contractual period (including any extension to the contract being granted by OIL).

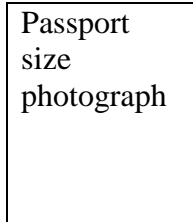
Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

The above statements from Para 1 to 10 are true to the best of my knowledge, belief and information.

In case the above statement of mine is found to be false/incorrect the award of contract if selected shall be cancelled and Company is at liberty to initiate necessary action as deemed fit against me.

The deponent Sri/Smti \_\_\_\_\_ sign as \_\_\_\_\_



Passport size photo affixed herewith

Introduced by:

Advocate,.....

Deponent

Signed and sworn before me by the above named deponent on being identified by Sri \_\_\_\_\_ Advocate \_\_\_\_\_ on \_\_\_\_\_.

NOTARY

\*\*\*\*\*

**PROFORMA – H**

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

(TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER HEAD)

**TO WHOM IT MAY CONCERN**

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

<b>YEAR</b>	<b>TURN OVER In INR (Rs.)</b>	<b>NET WORTH In INR (Rs.)</b>

*Place:*

*Date:*

*Seal:*

*Membership Code & Registration No. :*

*UDIN:*

*Signature*

**PROFORMA -I**

To,  
General Manager (F&A) PL  
Oil India Limited

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

Pipeline HQ, Narangi , Guwahati ,Assam-781171

Dear Sir,

Sub: E-Payments vide RTGS/NEFT

I/We request and hereby authorise you to execute E-Payment vide RTGS/NEFT modes to My /Our Bank account as per the details given below:

**(A) BANK DETAILS**

1. Bank A/c No. ( Must Enclose Cancelled Cheque)
2. Account Type        Saving Bank/ Current Account
3. Bank Branch
4. Bank Address
5. IFSC Code
6. MICR No.

**(B) VENDOR DETAILS :**

1. Vendor Code ( See the vendor code given in the PO/Contract)
2. Name
3. PAN No. (Must enclosed self-attested photo copy of PAN Card )
4. Address with Mobile/Telephone No.
5. GST Regn. No.
6. Email ID

I/We hereby declare that the particulars given above are correct and complete. I/We confirm that I/we shall bear the charges, if any levied by my/our bank for the credit in our above account through NEFT. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the company responsible.

Thanking you,

Date:

\_\_\_\_\_  
Authorised Signatory & Stamp

.....

**Bank Certificate**

We confirm that the details given above are correct as per our records.

Date:

Place:

Official

\_\_\_\_\_  
Signature, Code & Stamp of Authorised Bank

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

**PROFORMA-J**

**Format of Undertaking by Bidders towards submission of authentic information/ documents**

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

**General Manager (Contracts)-PL**

Oil India Limited

Pipeline HQ, Narangi , Guwahati ,Assam-781171

Subject: Undertaking of Authenticity of Information/documents submitted

Refer : Tender No.....Dated.....

Sir/Madam

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

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

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

.....

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Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

PROFORMA-K

PROFORMA LETTER OF AUTHORITY

To  
**General Manager (Contracts)P/L**  
Oil India Ltd.,  
P.O. Udayan Vihar - 781171  
Assam, India

Sir,

Sub: **OIL's Tender No:** \_\_\_\_\_

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

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

Yours Faithfully,

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.

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Company: \_\_\_\_\_

Contractor: \_\_\_\_\_



PROFORMA-L

UNDERTAKING BY VENDOR ON SUBMISSION OF PERFORMANCE BANK GUARANTEE

To,  
The Oil India Limited  
Materials/Contracts Department  
Duliajan – 786 602  
Assam

We M/s ..... are submitting the performance security in favour of Oil India Limited, Duliajan 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

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

Encl: Original performance bank guarantee

Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

**CHECKLIST**

**DATE:**

**TENDER NO: CGI0227L23**

**BIDDER:** \_\_\_\_\_

**☑ = SUBMITTED, ☒ = NOT SUBMITTED**

<i>DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID</i>	<i>SUBMITTED/NOT SUBMITTED</i>	<i>REMARKS</i>
Price Schedule Format, (Proforma-A)		
Bid Form, (Proforma-B)		
Bid Security Declaration Form (Proforma-C)		
Performance Security Form, (Proforma-D)		
Sample Agreement Form (Proforma-E)		
Statement of compliance/ Non compliance (Proforma-F)		
Court Affidavit (Proforma-G)		
Integrity Pact (Sec-V), if applicable		
E-payments vide RTGS/NEFT (Proforma – I)		
Format of undertaking by Bidders towards submission of authentic information/documents (Proforma –J)		
PROFORMA LETTER OF AUTHORITY PROFORMA-K		
UNDERTAKING BY VENDOR ON SUBMISSION OF PERFORMANCE BANK GUARANTEE PROFORMA-L		

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Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

**HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS**

The Contractor shall adhere to following points (as applicable for installations under the Factories Act) 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 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 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 Actor 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 Act1952 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

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Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

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.

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Company: \_\_\_\_\_

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 Contract 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.

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Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

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.

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Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

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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Company: \_\_\_\_\_

Contractor: \_\_\_\_\_

**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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Company: \_\_\_\_\_

Contractor: \_\_\_\_\_