



# **OIL INDIA LIMITED**

DULIAJAN-786 602, Assam, (India)

## **TENDER DOCUMENT**

*For*

**Design, Engineering, Procurement, Fabrication,  
Supply, Construction and Commissioning on LSTK  
Basis of One No. Central Gas Gathering Station & Off  
Take Point at Madhuban and One No. Field Gathering  
Station at Chabua, Assam, India**

**VOLUME-I (REVISED) OF VI**

**COMMERCIAL**

**TENDER NO. OIL/CCO/PDNG/GLOBAL/215/2008**



**Saipem Triune Engineering Pvt. Ltd.**

**NEW DELHI  
INDIA**

## SECTION - I

### Letter of Invitation

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

**Tender Fee: Rs. 20,000.00  
or US\$ 400.00**

**Serial No.:**

**TENDER NO.**

**OIL/CCO/PDNG/GLOBAL/215/2008**

**Description:** Engineering and design, procurement, fabrication, supply, construction and commissioning of 1 No. Central Gas Gathering Station & Off-Take Point (CGGS & OTP) at Madhuban, Assam (India) and 1 No. Field Gathering Station (FGS) at Chabua, Assam (India) on Lump sum Turnkey Basis & Operation & Maintenance of the Installation for 3 Years after Successful Commissioning.

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), 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, India. Duliajan is well connected by Railways, Road and Air with nearest Airport being at Dibrugarh, about 45 Km away.

2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) from competent & experienced Turn-Key contractors with requisite technical capability and sound financial position to carry out front end engineering and design, detailed engineering, procurement, fabrication, supply, construction and commissioning on LSTK basis of 1 no. Central Gas Gathering Station & Off-Take Point (CGGS & OTP) at Madhuban and 1 no. Field Gathering Station (FGS) at Chabua, Assam, INDIA on Lump sum Turnkey Basis & operation & maintenance of the installation for 3 years after Successful Commissioning run.

3.0 One complete set of bid document covering OIL's tender for the LSTK (EPC) contract is forwarded herewith. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time. For your ready reference, few salient points (covered in detail in this Bid Document) are highlighted below:

- |       |                                   |                              |
|-------|-----------------------------------|------------------------------|
| (i)   | Tender No.:                       | OIL/CCO/PDNG/GLOBAL/215/2008 |
| (ii)  | Type of Bid:                      | Single Stage-Two Bid         |
| (iii) | Last Date for receipt of Pre-Bid: | 31/07/2009 (17:00 Hrs IST)   |

Queries

## SECTION - I

- (iv) Date of Pre-Bid Conference : 05/08/2009  
(10:00 Hrs IST)
- (v) Venue of Pre-Bid Conference: Saipem Triune Engineering Pvt Ltd, New Delhi - 110044
- (vi) Bid Closing date & Time: 25/08/2009 (15:00 Hrs IST)
- (vii) Techno-Commercial Bid : The Dy. Gen. Manager-  
Procurement  
Submission Place Saipem Triune Engg Pvt Ltd  
B-1/H-4A, Mohan Corporative  
Industrial Estate, Mathura Road,  
New Delhi – 44, INDIA
- (viii) Techno-Commercial Bid Opening: 25/08/2009 (15:30 Hrs IST)  
Date & Time
- (ix) Priced Bid Opening Date & Time: Will be intimated to the eligible  
Bidders nearer the time
- (x) Bid Opening Place: Saipem Triune Engg Pvt Ltd  
B-1/H-4A, Mohan Corporative  
Industrial Estate, Mathura Road,  
New Delhi – 44, INDIA
- (xi) Tender Fee Rs. 20000/- (Rupees twenty  
thousand only) or US \$400 (US  
Dollars four hundred only) to be  
paid by Demand Draft or Pay  
Order drawn on Oil India Limited  
and payable at Duliajan, Assam
- (xii) Bid Security Amount: Foreign Bidder: US\$ 400000.00  
(US Dollar four hundred thousand only)  
Indian Bidder: Rs 2.00 Crores  
(Rupees two Crores only)
- (xiii) Amount of Performance Guarantee: 10% of total contract value  
(excluding O&M charges for 3  
years)  
&  
10% of contract value of O&M for 3  
years
- (xiv) Mobilization Time: 30 (Thirty) days from the Date of  
intimation of award of Contract.

## SECTION - I

- (xv) Quantum of Liquidated Damage for Default in Timely Completion: @0.75% of total Contract value for delay of each week or part thereof subject to a maximum of 10%.
- (xvi) Duration Of Contract: For Completion of the Project & Commissioning of the Plant on LSTK basis : 24 months from date of LOA  
  
For Operation & Maintenance Of The Facilities :  
  
3 (THREE) years from the date of Successful Commissioning
- (xvii) Bids to be addressed to: HEAD (CONTRACTS)  
OIL INDIA LIMITED  
DULIAJAN - 786 602  
ASSAM, INDIA

### 4.0 **Site Visit Before Pre-Bid Conference :**

Bidders or their competent authorized persons may visit the site of the project at Duliajan, Assam (India) for preliminary assessment of the requirement of the project prior to their attending the Pre-Bid Conference/submission of bids.

### 5.0 **Pre-Bid Conference:**

5.1 In order to clarify Prime Bidder's queries on the bid document and to discuss all points related to Bid Specifications, Bid Rejection Criteria (BRC) & Bid Evaluation Criteria (BEC) and other terms and conditions of the bid, a pre-bid conference will be held on 05/08/2009 from 10.00 AM onwards at New Delhi, India at the address given above. Bidders interested to attend the pre-bid conference should contact / intimate on / or before 29/07/2009 (17:00 Hrs IST) **Head (Contracts)**, Oil India Ltd., P.O. Duliajan-786602, **Phone:** 91-374-2800548/2808812, **Fax:** 91-374-2803549, **E-mail:** [contracts@oilindia.in](mailto:contracts@oilindia.in) or Dy. General Manager (Procurement), M/s Saipem Triune Engg Pvt Ltd., New Delhi. **Ph. No.:** 91-11-41212000, **Fax No.:** 91-11-41212220/21. Foreign bidders may also request Head (Contracts), Oil India Limited for an invitation letter, if required, to obtain visa for attending the conference.

5.2 At the most 2 (Two) representatives from each prospective bidder shall be allowed to participate in the pre-bid conference. The bidder shall bear all the costs for attending the pre-bid conference. Company will not reimburse the same under any circumstances.

## SECTION - I

- 5.3 A bidder must purchase the Tender Document / Deposit the Tender Fee to participate in the pre-bid conference.
- 5.4 The Bidders shall have to send their queries through E-mail / Fax / Courier addressed to M/s Saipem Triune Engg Pvt Ltd., New Delhi or Head-Contracts, Oil India Ltd., Duliajan-786602, Assam prior to the date of pre-bid conference and such queries must reach the referred offices. OIL/STEP shall reply /clarify these queries in the pre-bid conference. OIL/STEP will not be responsible for non-receipt or late receipt of any Prime Bidder's query.
- 5.5 OIL / STEP shall not entertain any queries after the pre-bid conference.
- 6.0 OIL now looks forward to your active participation in the tender.

Thanking you,

Yours faithfully,  
For Saipem Triune Engineering Pvt Ltd  
On behalf of OIL INDIA LIMITED

(TEK CHAND)  
DGM (Procurement)  
E-mail: tek.chand@saipemtriune.in

## SECTION - II

### INSTRUCTIONS TO BIDDERS:

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

### 2.0 BIDDING DOCUMENTS:

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

#### **VOL- I (REVISED)**

- a) A Letter of Invitation highlighting the following points (Section-I):
  - i. Company's Tender No.
  - ii. Bidding System
  - iii. Last Date of Receipt of Pre-Bid Queries
  - iv. Date of Pre-Bid Conference
  - v. Venue of Pre-Bid Conference
  - vi. Bid Closing Date and time.
  - vii. Techno-Commercial Bid Submission Place
  - viii. Techno-Commercial Bid Opening Date & Time
  - ix. Priced Bid Opening Date & Time
  - x. Bid Opening Place
  - xi. Bid Security Amount
  - xii. Amount of Performance Guarantee
  - xiii. Mobilization Time
  - xiv. Quantum of liquidated damages for default in timely completion.
  - xv. Duration of Contract
  - xvi. Bid to be Addressed to
- b) Instructions to Bidders (Section-II)
- c) Bid Evaluation Criteria/Bid Rejection Criteria -(Section-III)
- d) Schedule of Rates (Section-IV)
- f) General Conditions of Contract (Section-V)
- g) Special Conditions of Contract (Section-VI)
- h) Proforma for Letter of Authority (Proforma-A)
- i) Proforma for Price Bid (Proforma-B)
- j) Proforma for Bid Form (Proforma-C)
- k) Proforma for Statement of Non-Compliance (Proforma-D)
- l) Proforma for Performance Bank Guarantee (Proforma-E).
- m) Proforma for Agreement Form (Proforma-F)
- n) Proforma for Bid Security (Proforma-G)
- o) Proforma for Undertaking from Contractors Personnel (Proforma-H)
- p) Time Schedule (Annexure-1)

## SECTION - II

### **VOL-II**

- a) Technical –Scope of Work

### **VOL-III**

- a) Technical Specifications & Standards (Piping & Mechanical)

### **VOL-IV**

- a) Technical Specifications & Standards (Gen Civil, Architectural and Fire Protection System & Structural)

### **VOL-V**

- a) Technical Specifications & Standards (Electrical & Instrumentation)

### **VOL-VI**

- a) Drawings-Gen. Civil, Structural, Piping, Electrical & Instrumentation)

### **BOOK-I**

- a) Basic Engineering Package

### **BOOK-II**

- a) Soil Investigation Report

### **BOOK-III**

- a) Risk Analysis Report

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

### **3.0 AMENDMENT OF BIDDING DOCUMENTS:**

- 3.1 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 issuance of an Addendum.

- 3.2 The Addendum will be sent in writing through E-mail or by facsimile to all prospective Bidders to whom STEP on behalf of the Company has issued the bid documents and will be binding upon them. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time to take the Addendum into account in preparation of their bid or for any other reason.

### **4.0 LANGUAGE OF BIDS:**

The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and STEP / Company shall be in English

## SECTION - II

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.

### 5.0 DOCUMENTS COMPRISING THE BID:

The bid submitted by the Bidder shall comprise of the following components:

#### **TECHNICAL BID**

- (i) Complete technical details of the services and equipment specifications with catalogue, etc.
- (ii) Documentary evidence Establishing Bidder's Eligibility and Qualifications in accordance with clause 9.0 below.
- (iii) Bid Security in Original furnished in accordance with clause 10.0 below.
- (iv) Statement of Non-compliance as per **Proforma-D**
- (v) Letter of Authority as per Proforma-H
- (vi) Copy of commercial bid **without indicating prices (Proforma-B)**
- (vii) Any other information/details required as per bid document including addenda/corrigenda to this bid document, if issued.

#### **COMMERCIAL/PRICE BID**

- (i) Bid Form as per **Proforma-C.**
- (ii) Price-Bid Format as per **Proforma-B.**
- (iii) Schedule of Rates with CIF value of imported items as per Section-IV

### 6.0 BID FORM:

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document.

### 7.0 BID PRICE:

- 7.1 The Bidder shall quote their all inclusive lump sum price for the entire Scope of Work in accordance with the Schedule of Rates (Section – IV) of this tender document. In particular, but not limited to, the Bidder's quoted price in respect of individual items of the Schedule of Rates must include the elements as given in 7.2 through 7.5 hereunder as well as take into consideration all that are given in 7.6 hereunder.

### 7.2 SUPPLY OF GOODS

#### **A. Foreign Supplies (Finished goods imported for this project):**

In terms of Notification No. 21/2002-Customs dated 01/03/02 amended vide Notification No. 26/2003-Customs dated 01/03/03 and as amended from time to time, goods appearing in List No. 12 and for use in eligible PEL/ML areas of Company are eligible for import under Nil Customs Duty. Bidders therefore shall quote Prices of all such Foreign Supplies on CIF Kolkata or elsewhere basis

## SECTION - II

including packing & forwarding charges, and all duties, taxes etc. except Customs Duty. Bidders shall not include any Customs Duty in their quoted price for such items/goods appearing in List No. 12. Oil India Ltd.(OIL) will issue necessary Recommendatory Letter to Directorate General of Hydrocarbons (DGH) (Govt. of India) for issuance of Essentiality Certificate for availing the 'NIL' Customs Duty. Bidders however, must declare the CIF values of such imported items separately in the Schedule of Rates (Section-IV) of this tender document.

**B. Indigenous Supplies (Goods to be supplied from within India including items having Import content):**

As per Export Import policy in vogue, supply of goods to any project or purpose in respect of which the Ministry of Finance, by a Notification, permits the import of such goods at zero Customs Duty (Para 8.2(f) of EXIM Policy) is eligible for Deemed Export provided the goods are manufactured in India. Further, as per Para 8.4.5 of Handbook of Procedures, the benefits of deemed exports under Para 8.2(f) of the Policy shall be applicable in respect of items, import of which is allowed by the Department of Revenue at zero Customs duty subject to fulfillment of conditions specified under Customs Notification no. 21/2002, as amended from time to time.

The benefits available on the Deemed Export are as under:

- a) Advance licence for intermediate supply/Deemed Export/DFRC/DFRC for intermediate supplies.
- b) Deemed Export draw back
- c) Exemption from terminal Excise duty.

Further, as per Notification No. 48/2004-Central Excise dated 10.09.04, Excise duty is "Nil" for the tendered item(s) since the goods are exempted from the duties of Customs.

If the Indian bidder is offering completely imported product, OIL will provide necessary Recommendatory letter to DGH, Govt. of India for issuance of Essentiality Certificate to avail the Nil Customs Duty benefits. Bidder will be required to arrange necessary Essentiality Certificate from the appropriate authority to avail the nil duty benefit.

The bidders are requested to check the latest position on the subject on their own and OIL shall not accept any liability, whatsoever, on this account.

Indian bidders shall quote Prices of all the Indigenous Supplies on FOR dispatching point basis including packing & forwarding charges, and all taxes & levies as applicable except Customs Duty and Excise Duty. Since the goods will be used by OIL in the PEL/ML areas issued or renewed after 01/04/99, applicable Customs Duty on the imported goods shall be zero and Indian bidders shall be eligible for Deemed Export benefit, under

## SECTION - II

which the Excise Duty is exempted. Necessary certificates/documents for availing the benefits under Deemed Export shall be issued by OIL.

Indian bidders are, however, advised to check the latest Govt. of India guidelines/regulations in this regard and quote accordingly.

- C. Prices for commissioning spares and all mandatory spares as specified in this tender document and the bidders shall quote all tools & tackles.

### 7.3 Inland Transportation:

A) **Foreign Supplies (Finished goods imported from outside India for this project):**

Cost of transportation of all goods from Kolkata port (nearest port of entry into India) and/or from any other place/ works in India up to the Project site, including port & customs clearance and other incidentals at port of entry, handling, forwarding, loading/unloading from ships, trucks etc.

B) **Indigenous Supplies (Goods to be supplied from within India including item having Import content):**

Transportation cost of all goods from Contractor's works/ dispatch point up to the Project site, including handling, forwarding, loading/unloading from trucks etc.

- C) Transit Insurance cost during the entire period covered under sub-clause 7.3A and/or 7.3B above as applicable to Foreign & Indigenous supplies and local/ municipal/ Octroi / Assam Entry Tax/ consumption tax etc. shall be included in the above transportation price. Beneficiary of all such insurance policies shall be OIL.

### 7.4 Site Work

Cost of all site work as per Technical - Scope of Work (i.e. Vol-II of this tender document) and in accordance with General & Special Conditions of Contract (i.e. Section-V & Section-VI respectively of this tender document) related to (but not limited to) site transportation, safe storage/ security of all materials at site, erection / construction / creation / installation, testing, acceptance tests and trial run up to successful commissioning of the Plant including rectification of defects / malfunctioning during the specified commissioning period.

### 7.5 Operation & Maintenance

Cost of Operation & Maintenance of the plants as per Technical- Scope of Work (i.e. Vol-II of this document) and in accordance with General & Special Conditions of Contract (i.e. Section-V & Section-VI respectively of this document), inclusive of Works Contract Tax at prevailing rates and excluding Service tax, which shall be to OIL's account during the currency

## SECTION - II

of the Contract for a period of three years after successful commissioning and Acceptance of the Plants by OIL.

### 7.6 General

- a) The bidder's quoted price against all items as per Schedule of Rates (Section-IV) of this tender document shall be inclusive of, amongst others, basic & detailed design.
- b) The Bidder's quoted total price shall be inclusive of installation & commissioning charges; all taxes, duties and levies as applicable on the Works/offered goods and services under the Contract except Excise Duty on the goods of indigenous supply as per Clause No. 7.2(B) above and also excluding customs duty in India on CIF values of goods declared in Schedule of Rates (Section-IV) of this tender document as per Clause No. 7.2(A) above. The Service Tax as applicable shall be extra to OIL's account. The imported goods shall be consigned in the name of OIL. The bidder is further advised to take into consideration the following note.

#### **NOTE:**

Department of Revenue under Ministry of Finance, Govt. of India, vide circular No. 59/8/2003 DT 20.06.2003 (F.No. B3/7/2003-TRU) has clarified that commissioning and installation charges for supply materials under turnkey contracts attract service tax. In case the commissioning and installation charges are shown as consolidated amount including cost of supply items, service tax shall be applicable on total consolidated price of the items. **All activities other than the commissioning and installation of the plant / machinery / equipment *per se*, will not be chargeable to service tax.**

In view of above, it is desirable that the bidder should show separately [as per format given in Schedule of Rates (Section-IV)] installation and commissioning charges, which attract service tax while indicating total cost of each item and accordingly, service tax benefit should be availed to reduce total cost of the project.

- c) All demurrage, wharfage and other expenses incurred due to delayed clearance of goods, or for any other reasons, either at Indian port of entry, or at any clearing point, shall be to the successful bidder's account. The successful bidder shall be responsible for making all necessary arrangements for complying with all necessary formalities at the Indian port of entry.
- d) The bidder's price break-up in accordance with above and as per the Schedule of Rates shall be solely for the purpose of facilitating bid evaluation and payments to be released by the Company, and will not in any way limit the bidder's single point total responsibility

## SECTION - II

for the complete Scope of Work and for the bidder's all contractual responsibilities/ obligations as stated in the Bid Document.

- e) It is for the bidder to assess and ascertain applicability of taxes, duties, levies etc. applicable under the Contract. It is clearly understood that except for the specific provision covered in these conditions, the Company will not have any liability, whatsoever, on account of taxes, duties, levies etc., till the complete execution of the Contract. The Company will also not have any liability, whatsoever, on account of taxes, duties, levies etc. which are based on the bidder's wrong assessment/ interpretation of applicability of such taxes, duties, levies etc.
- f) If any tax is deductible at source as per Govt. laws, rules and regulations, the same will be so deducted by the Company from the Contractor's bills before releasing payments, and necessary certificate to that effect will be issued.
- g) Inspection/ certification of all goods/ services & works at all stages shall be done by Company/STEP/TPI or its authorized representative for which no extra charges shall be borne by the Company.
- h) Conditional discount, if offered, shall not be considered for evaluation.
- i) Prices quoted by the successful bidder must remain firm and fixed during the bidder's performance of the Contract and is not subject to variation on any account. A bid submitted with an adjustable price quotation shall be considered non-responsive and rejected.
- j) Unit and total prices must be quoted in words & figures.
- k) All duties, wherever applicable, and taxes (excluding service tax, if applicable) including Corporate Income Taxes and other levies 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.
- l) The Bidder's quoted total price shall be inclusive of Visits within India and Overseas:

The LSTK Contractor has to make arrangements for visit,

## SECTION - II

- A. To vendors' shops and also
- B. To atleast two gas fields: one within India and one abroad, for Owner's representatives as required to establish performance of equipment, instruments, packages etc. The expenses towards such visits of Owner's personnel shall be borne by Owner.

### 8.0 CURRENCIES OF BID AND PAYMENT:

- 8.1 A bidder expecting to incur its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the bid. In such a case, the bid shall be expressed in different currencies and the respective amounts in each currency shall together make up the total price.
- 8.2 Indian bidders too can submit their bids in any currency (including Indian Rupees) and receive payment in such currencies on par with foreign bidders. However, currency once quoted will not be allowed to be changed.

### 9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

These are listed in **Section-III**.

### 10.0 BID SECURITY:

- 10.1 Pursuant to clause 5.0 the Bidder shall furnish as part of its Techno-Commercial bid, Bid Security in the amount as specified in the "Letter of Invitation".
- 10.2 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 10.7.
- 10.3 The Bid Security shall be denominated in the currency of the bid or another freely convertible currency, and shall be in one of the following form:
  - (a) A bank guarantee or irrevocable Letter of Credit issued by a Nationalized bank of India or by a foreign bank through its Indian branch, in the form provided vide **Proforma-G** or another form acceptable to the Company and valid for 30 days beyond the validity of the bids.
  - (b) A cashier's cheque or demand draft drawn on 'Oil India Limited' and payable at Duliajan, Assam.

## SECTION - II

- 10.4 Any bid not secured in accordance with sub-clause 10.1 and / or 10.3 shall be rejected by the Company as non-responsive.
- 10.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days of expiry of the period of bid validity.
- 10.6 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the performance security.
- 10.7 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) specified by the Bidder on the Bid Form, or
  - (b) If a successful Bidder fails:
    - i) To sign the contract within reasonable time & within the period of bid validity, and/or
    - ii) To furnish Performance Security.
- 10.8 The Bid Security amount will not accrue any interest.
- 11.0 PERIOD OF VALIDITY OF BIDS:**
- 11.1 Bids shall remain valid for 180 days after the date of bid opening prescribed by the Company.
- 11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (through E-mail or by Fax). The Bid Security provided under Para 10.0 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.
- 12.0 FORMAT AND SIGNING OF BID:**
- 12.1 The Bidder shall prepare four copies of the bid clearly marking original "ORIGINAL BID" and rest "COPY OF BID". In the event of any discrepancy between them, the original shall govern.
- 12.2 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 authorised to bind the Bidder to the contract. The letter of authorisation (as per Proforma-A) shall be indicated by written power of attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 12.3 The bid should contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in

## SECTION - II

which case such correction shall be initialed by the person or persons signing the bid.

### 13.0 SUBMISSION OF BIDS

#### 13.1 SEALING AND MARKING OF BIDS:

The tender is being processed according to a Single Stage - Two Bid procedure. Offers should be submitted in two parts viz. Techno-commercial bid and Priced bid each in quadruplicate (one Original and 3 copies).

13.2 The Bidder shall seal the original and each copy of the bid duly marking as "ORIGINAL" and "COPY".

13.3 The cover containing the Techno-commercial (Original + 3 copies) should be in one sealed cover bearing the following on the right hand top corner.

- (i) Envelope No.1 Techno-commercial bid
- (ii) Tender No. \_\_\_\_\_.
- (iii) Bid closing date \_\_\_\_\_.
- (iv) Bidder's name \_\_\_\_\_.

13.4 The cover containing the Priced Bid (Original + 3 copies) should be in a separate sealed cover bearing the following on the right hand top corner.

- (i) Envelope No.2 Priced
- (ii) Tender No. \_\_\_\_\_.
- (iii) Bid closing date \_\_\_\_\_.
- (iv) Bidder's name \_\_\_\_\_.

13.5 The above mentioned two separate covers containing Techno-commercial and the Priced bids should then be put together in another envelope bearing the following details on the top and the envelope should be addressed to the person(s) as mentioned in the "Letter of Invitation".

- (i) Tender No. \_\_\_\_\_.
- (ii) Bid closing date \_\_\_\_\_.
- (iii) Bidder's name \_\_\_\_\_.

13.6 The offer should contain complete specifications, details of services and equipment/accessories offered together with other relevant literature/catalogues of the equipment offered. The Bid Security in original mentioned in clause 10.0 should be enclosed with the Techno-commercial Bid. The price Schedule should not be put in the envelope containing the Techno-commercial.

13.7 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-D. This should be enclosed with the technical bid.

13.8 Timely delivery of the bids is the responsibility of the Bidder. Bidders should send their bids as far as possible by Registered Post or by Courier

## SECTION - II

Services. Company shall not be responsible for any postal delay/transit loss.

13.9 Cable/Telex/Fax/E-mail/Telephonic offers will not be accepted.

### **14.0 INDIAN AGENTS:**

Foreign Bidders are requested to clearly indicate in their quotation whether they have an agent in India. If so, the bidders should furnish the name and address of their agents and state clearly whether these agents are authorized to receive any commission. The rate of the commission included in the quoted rates of bidder should be indicated which would be payable to Agent in non-convertible Indian currency according to Import Trade Regulation of India. Unless otherwise specified, it will be assumed that an agency commission is not involved in the particular bid. Further, Bidders are requested to quote directly and not through their agents in India. Offers made by Indian Agents on behalf of their foreign principals will not be accepted.

### **15.0 DEADLINE FOR SUBMISSION OF BIDS:**

Bids must be received by the company at the address specified in the "Letter of Invitation" not later than 15:00 Hrs. (Indian Standard Time) on the bid closing date mentioned in the " Letter of Invitation ".

### **16.0 LATE BIDS:**

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

### **17.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

17.1 The Bidder after submission of bid may modify or withdraw its bid by written notice prior to bid closing.

17.2 The Bidder's modification or withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of clause 13.0. 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.

17.3 No bid can be modified subsequent to the deadline for submission of bids.

17.4 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.

## SECTION - II

### 18.0 BID OPENING AND EVALUATION:

- 18.1 Company will open the Bids, including submission made pursuant to clause 17.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Letter of Invitation. However, an authorisation letter (as per Proforma-A) from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend.
- 18.2 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 17.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.
- 18.3 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.
- 18.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 18.3.
- 18.5 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.
- 18.6 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 material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, inconsistent 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.

## SECTION - II

18.7 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.

18.8 The Company may waive at its own discretion, 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.

### **19.0 OPENING OF COMMERCIAL/PRICE BIDS:**

19.1 Company will open the Commercial Bids of the techno-commercially qualified Bidders on a specific date in presence of the representative of the interested qualified bidders. Technically qualified Bidders will be intimated about the bid opening date in advance.

19.2 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.

19.3 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. If there is a discrepancy between words, and figures, the amount in words will prevail.

### **20.0 CONVERSION TO SINGLE CURRENCY:**

While evaluating the bids, the closing rate of exchange declared by State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currency into Indian Rupees. Where the time lag between the opening of the price bids and final decision exceeds three months, the rate of exchange declared by State Bank of India on the date prior to the date of final decision will be adopted for conversion.

### **21.0 EVALUATION AND COMPARISON OF BIDS:**

The Company will evaluate and compare the bids as per **Section-III** of the bidding documents.

### **22.0 LOADING OF FOREIGN EXCHANGE:**

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

### **22.1 EXCHANGE RATE RISK:**

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

## SECTION - II

### 22.2 REPATRIATION OF RUPEE COST:

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

### 23.0 **CONTACTING THE COMPANY:**

23.1 Except as otherwise provided in clause 18.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 18.5.

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

### 24.0 **AWARD OF CONTRACT**

#### 24.1 AWARD CRITERIA:

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

### 25.0 **COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:**

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

### 26.0 **NOTIFICATION OF AWARD:**

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

26.2 The Notification of Award will constitute the formation of the Contract.

26.3 Upon the successful Bidder's furnishing of Performance Security pursuant to clause 28.0 the company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to clause 10.0 hereinabove.

## SECTION - II

### **27.0 SIGNING OF CONTRACT:**

- 27.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful bidder for signing of the agreement or send the Contract Form provided in the Bidding Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.
- 27.2 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.

### **28.0 PERFORMANCE SECURITY:**

- 28.1 Within 30 days of the receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount specified in the Letter of Invitation as per the Proforma-E or in any other format acceptable to the Company and must be in the form of a bank guarantee or irrevocable Letter of Credit issued by a Nationalized bank of India or by a foreign bank through its Indian branch. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.
- 28.2 The performance security specified above must be valid for 24 months plus 3 months to lodge claim, if any after the date of expiry of the tenure of the contract to cover the warranty obligations indicated in clause 6.0 of Section-V hereof. The same will be discharged by company not later than 30 days following its expiry.
- 28.3 Failure of the successful Bidder to comply with the requirements of clause 27.0 or 28.0 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 the case may be.
- 28.4 Performance Security towards the Operation & Maintenance of the Plants shall be submitted prior to the commencement of O&M. This PBG should be 10% of the Total Contract cost for 3(three) years O&M and should be valid through the O&M contract period plus 3(three) months.

### **29.0 CREDIT FACILITY:**

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

### **30.0 MOBILISATION ADVANCE PAYMENT:**

- 30.1 Request for advance payment shall not be normally considered, however, depending on the merit and at the discretion of the company, advance against mobilization charge may be given at an interest rate of 1% above

## SECTION - II

the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.

30.2 Advance payment agreed to by the company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 6 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.

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

### 31.0 COST OF BIDDING

31.1 The Bidder shall satisfy himself as to the nature and location of the work, project site, site conditions, general and local conditions and other factors incident to the performance of the work. Included in such factors, but without limitation, are those bearing upon site accessibility, availability of labour and the uncertainties of weather and other physical conditions, which may be encountered in the performance of the work.

31.2 The Bidder from their own investigation of the site of work must satisfy themselves as to the character, quality and quantity of surface and sub-surface materials and other conditions to be encountered in the performance of the Work. The failure of the Bidder to acquaint themselves in respect of these matters and the other factors and conditions above set forth shall not relieve him from the responsibility of correct assessment of the difficulties and the cost thereto for successful performance of the Work.

31.3 While the Company has made an effort to define the total volume of work, the Company shall not be made liable for any increase or decrease in the actual executable quantities of Work within the Scope of Work, nor shall such increase or decrease in the actual quantities form the basis of any alteration of rates quoted and accepted or for any claim for additional compensation, damages or loss of profits or otherwise.

### 32.0 PRE-BID CONFERENCE:

In order to clarify Bidder's queries on the bid document i.e. technical Scope of Work, Bid Rejection Criteria (BRC)/Bid Evaluation Criteria (BEC) and other terms and conditions of the bid and to enable them to understand the exact requirement of the Company, a pre-bid conference will be held on 22/12/2008 & 23/12/2008 from 10.00 AM onwards at the office of M/s Saipem Triune Engineering Pvt. Ltd., B-1/H-4A, Mohan Corporative, Mathura Road, New Delhi, India. Bidders interested to attend the pre-bid conference should contact/intimate on/or before 15/12/2008 to Dy. General Manager (Procurement), M/s Saipem Triune Engg Pvt Ltd., New Delhi. Ph. No.: 91-11-41212000, Fax No.: 91-11-41212220/21 OR

## SECTION - II

the Head (Contracts), Oil India Ltd., P.O. Duliajan-786602, Phone: 91-374-2808812/2800548, Fax# (91) 374-2803549, E-mail: [contracts@oilindia.in](mailto:contracts@oilindia.in). Foreign bidder may also request Head(Contracts) for an invitation letter, if required, to obtain visa for attending the conference.

- 32.1 At the most 2 (two) representatives from each prospective bidder shall be allowed to participate in the pre-bid conference. The bidder shall bear all the costs for attending the pre-bid conference and Company will not reimburse the same under any circumstances.
- 32.2 Bidders shall have to send their queries through E-mail / Fax /Courier addressed to M/s Saipem Truine Engineering Pvt. Ltd., B-1/H-4A, Mohan Corporative, Mathura Road, New Delhi, India at least one week before the date of pre-bid conference. A copy of the queries should also be sent to Head-Contracts, Oil India Ltd., Duliajan. Reply to bidders' queries shall be provided to the parties in the pre-bid conference. SAIPEM/OIL will not be responsible for non-receipt or late receipt of any queries of the bidder's in SAIPEM/OIL's office.
- 32.3 Any modification required to the bidding document, if OIL feels so, arising out of the suggestions received from the parties in the Pre-Bid conference shall be made by OIL exclusively through issue of an Addendum to the bid documents and will be forwarded to all the parties who purchased the tender documents from OIL.
- 33.0 SITE VISIT BEFORE PRE-BID CONFERENCE:**  
Bidders in their own interest are advised to visit the site of works near Duliajan, Assam to gather information about the site and for preliminary assessment for preparing their bids and for subsequent execution of contract. All expenses towards the site visit, however, shall be to bidders' account. Bidder or their representative(s) may contact Head-Production (Gas), Oil India Limited, Duliajan, Assam-786602 or Head – Contracts, Oil India Ltd., Duliajan, Assam-786602 for site visit.

**END OF SECTION-II**

## SECTION - III

### BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)

#### **I) BID REJECTION CRITERIA (BRC):**

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

#### **Technical:**

- 1 The Bidder shall be in the business of executing projects on Turnkey basis involving Front End Engineering and Design, Detailed Engineering, Procurement, Construction, Fabrication, Erection, Installation, Testing, Commissioning including civil, mechanical, structural, electrical & instrumentation works of and shall have the experience of successfully executing **work(s)** of following magnitude in the last 7 years prior to bid closing date.
- i) Single contract of minimum value Rs. 16570.63 Lacs OR US\$ 35.00 Million.
  - (ii) Two contracts of minimum value Rs. 10356.65 Lacs OR US\$ 22.00 Million
  - (iii) Three contracts of minimum value Rs. 8285.316 Lacs OR US\$ 17.50 Million.

#### **Note :**

- i) Documents establishing successful execution of above contracts must be submitted along with the techno-commercial bid. These documents should be in the form of **duly attested** copies of contracts/ work orders/ completion certificates / payment certificates etc. issued by clients.
- 1.1 In addition to the criteria set in Para 1.0, Bidder must possess the following work experience:
- (i) Execution of one project related to Front End Engineering and Design, Detailed Engineering, Procurement, Construction, Fabrication, Erection, Installation, Testing, Commissioning including civil, mechanical, structural, electrical & instrumentation works for a surface facility for a project in Hydrocarbon sector / Process Plants with minimum Gas Handling capacity of 4.5

### SECTION - III

MMSCMD or equivalent oil handling capacity of 1.45 MMTPA during the last 7 (seven) years prior to bid closing date.

- (ii) The bidder should also have successfully executed at least one project on Turnkey basis during the last seven (7) years prior to bid closing date, having complete scope of work as defined in 1.1(i) above and such facility must be successfully operating for at least one year after commissioning.

Bidder must provide duly attested documentary evidences in support of all the above experiences.

1.2(i) The Bidder who does not meet the experience criteria as set forth in Para 1.1 (i) & (ii) above, but has work experience as set forth in Para 1.0 may also bid on the strength of collaborator/ joint venture partner to cover the shortfall in experience mentioned in Para 1.1(i) & (ii).

- (ii) (a) Collaboration to cover the shortfall in experience mentioned in Para 1.1(i) & (ii) shall be through a pre-tender bi-partite Agreement or Memorandum of Understanding (MoU) between the primary bidder and the collaborator. The collaborator must have the full experience in respect of Surface facility in Hydrocarbon Industries / Process Plants as set forth in Para 1.1(i) & (ii). More than one collaborator in such Agreement / MoU shall not be admissible. The primary bidder may enter into more than one Agreement/ MoU with alternative collaborators separately, but Agreement(s)/ MoU(s) with only such collaborator(s) shall be admissible who have the full experience in respect of Surface facility in Hydrocarbon Industries / Process Plants as set forth in Para 1.1(i) & (ii).

Duly attested documentary evidences in support of experience of the collaborator [(as mentioned in Para 1.1(i) & (ii))] must be submitted with the bid.

- (ii) (b) The pre-tender bi-partite Agreement/ MOU between the primary bidder & its collaborator for Surface facility in Hydrocarbon Industries / Process Plants, valid for the entire duration of the contract, must be submitted with the bid. Such MOU must specify clearly, the following role & responsibility of the collaborator.
  1. To provide complete services for Front End Engineering and Design, Engineering, Fabrication, Supply as well as comprehensive assistance in respect of Installation, Testing & Commissioning of the Surface facility in Hydrocarbon Industries / Process Plants.
  2. To carryout simulation of gas flow scheme from gas reservoirs to surface facility outlet, design of facilities for detailed gas well testing. Design, installation, testing & commissioning of DCS, PLC, SCADA & Communication system.

### SECTION - III

3. To undertake process & equipment guarantee for the Surface facility in Hydrocarbon Industries / Process Plants, which shall be endorsed on back-to-back basis to the primary bidder & Company.
  4. To undertake assurance to provide spares for ten-year trouble-free operation of the Surface facility in Hydrocarbon Industries / Process Plants, which shall be endorsed on back-to-back basis to the primary bidder & Company for the initial Three-year period of O&M and to Company for the balance seven-year period.
- (ii) (c) Annual average financial turnover of the above collaborator [stated in Para (ii) (a) above] must be Rs. 6213.99 Lacs or US\$13.00 Million (minimum) during the last three financial years ending 31-03-08 for which documentary evidence shall be submitted with the bid.
- (iii) (a) The bidder, for Operation & Maintenance of the Surface facility in Hydrocarbon Industries / Process Plants, may choose to make arrangements with OEM's for annual AMCs / Warranties of their respective equipment supplied under this contract, which may be endorsed to Company on back-to-back basis. The primary responsibility for execution of the project including the O&M service, however, shall rest with the bidder entirely. Accordingly, the primary bidder must furnish an assurance to the Company for undertaking a single-point responsibility for execution / completion of all aspects envisaged/covered under the Vol-II of this tender. Absence of such assurance shall lead to rejection of the bid.
- (iii) (b) Operation & Maintenance (O & M) for this purpose shall broadly include provision of manpower (excluding Security & watch & ward personnel, which will be on Company's account), employee insurance & benefits and all resources / facilities for continuous twenty four hour operations on shift basis; public liability insurance, routine & scheduled maintenance of various equipment of the plant including identification / listing of relevant spares & consumables in relation thereto, directly or through AMC; and upkeep of the premises including periodic re-painting.
- (iv) Collaboration / Joint Venture Partnership with a firm that also submits offer as an independent Bidder against this tender enquiry, shall not be acceptable.
- 1.3 The individual average annual financial turnover of the primary bidder during the last 3 years (ending 31<sup>st</sup> March 2008) should be not less than **Rs. 6213.99 Lacs or US\$13.00 Million.**
- 1.4 The bidder must confirm their compliance of the following in their 'Techno-Commercial' Bid:-
- i) **To complete the Project in all respects within 24 (Twenty Four) months from the date of issue of the LOA. For delay in**

## SECTION - III

**completion beyond 24 (Twenty Four) months the bidder will be levied liquidated damages at the rate of 0.75% per week or part thereof of the project cost (excluding O&M charges) up to a maximum of 10%.**

Timely completion is of the utmost essence to the contract; therefore any bidder quoting completion of the project beyond 24 (Twenty Four) months time will be summarily rejected.

- ii) Commissioning of the plant will be deemed to be complete after trouble free Successful Commissioning of the plant.
  - iii) Any defects thereafter during the warranty period shall be dealt with in accordance with the warranty obligations under the contract and in case such defects are not rectified within a reasonable period as may be determined by Company, the performance guarantee for **10%** with the Company shall be invoked. The decision of Company in this regard shall be final & binding on the Contractor.
  - iv) Each of the team members individually should have experience of 5 years in his / her professional field and must have work experience in as a team member at least in one successfully completed surface facility project in Hydrocarbon Industries / Process Plants. The team must comprise of member(s) having experience of carrying out detailed engineering for the following type of installations:
    - a) Field Gathering Stations /production setup for gas wells (capacity minimum 1.0 MMSCMD) and
    - b) Central gas gathering station and off-take point/High volume Self Contained Custody Transfer and Gas Metering Delivery Terminals (capacity minimum 4.5 MMSCMD).
- 1.5 Bidder must submit detailed Bio-data of all of its key personnel to be deployed for the whole period of the project along with the technical bid.

### **COMMERCIAL – BID SUBMISSION**

- 1.0 Tender is being processed according to a single stage two bid system, i.e. Technical bid and Price bid separately. Bids shall be rejected outright if the technical bids contain the prices.
- 2.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- 3.0 Bid security in original shall be furnished as a part of the bid. The amount of bid security shall be as specified in the bid document. Any bid not accompanied by a proper bid security will be rejected.

### SECTION - III

- 4.0 Bids received after bid closing date and time will be rejected.
- 5.0 The bid documents are not transferable. Bids shall have to be submitted in a bid document purchased from the company. If it is submitted otherwise, the same will be rejected.
- 6.0 Bidder shall quote directly and not through their agents in India. Offers made by Indian agents on behalf of their foreign principals will be rejected.
- 7.0 Any bid received in the form of Telex/Cable/Fax/E-mail/Telephone call will not be accepted.
- 8.0 Bids shall be typed or written in indelible ink and Original bid shall be signed by the bidder or his authorized representative on all pages failing which the bid will be rejected.
- 9.0 Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by bidders, in which case such corrections shall be initialed by the person(s) signing the bid. However, while fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
- 10.0 Bidders shall bear, within the quoted rates, the personal tax as applicable in respect of their personnel and Sub-contractor's personnel, arising out of execution of the contract.
- 11.0 Bidders shall bear, within the quoted rate, the corporate tax as applicable on the income from the contract.
- 12.0 Any bid containing false statement will be rejected.
- 13.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bid Proforma of bidding document, otherwise the bid will be summarily rejected. The price bid for each component must be inclusive of all applicable indirect taxes and duties i.e. Customs duty/Excise duty/CENVAT/Sales tax/Entry tax etc. In the Techno-Commercial bid the assumptions for each component towards applicability of relevant statutory duties and the rates must be clearly indicated. For information of the bidders Nil Customs duty and Nil Excise Duty will be applicable for this project. ONLY Works Contract Tax (WCT) as may be applicable should be included in the price bid.
- 14.0 Bidder must accept and comply with the following clauses as given in the Tender Document in toto failing which offer will be rejected –
- (i) Performance Guarantee Bond Clause
  - (ii) Warranty Clause
  - (iii) Force Majeure Clause
  - (iv) Tax Liabilities Clause
  - (v) Insurance Clause
  - (vi) Arbitration Clause

## SECTION - III

- (vii) Acceptance of Jurisdiction and Applicable Law
- (viii) Liquidated damage cum penalty clause
- (ix) Safety & Labour Law
- (x) Termination Clause

### GENERAL

- 1.0 **Proforma-D - The compliance statement should be duly filled up.** 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 company. The loading so done by the Company will be final and binding on the bidders.
- 2.0 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.
- 3.0 If any of the clauses in the BRC contradict with other clauses of tender elsewhere, then the clauses in the BRC shall prevail.
- 4.0 Any exception/deviation to tender must be spelt out by bidder in their 'Technical Bid' only. Any additional information/terms/conditions furnished in sealed 'Commercial (Priced) Bid' will not be considered by OIL for evaluation/ award of Contract.

### II) BID EVALUATION CRITERIA (BEC)

- 1.0 The bids conforming to the technical specifications, terms and conditions stipulated in the tender and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below.
- 2.0 In the event of computation error between unit price and total price, unit price shall prevail.
- 3.0 Similarly, in the event of discrepancy between words and quoted figures, words will prevail.
- 4.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 5.0 For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of priced bid opening shall be considered. However, if the

### SECTION - III

time lag between the opening of the bids and final decision exceeds 3(three) months, then B.C. Selling (Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.

- 6.0 The bidders must quote their charges / rates in the manner as called for vide "Schedule of Rates" under Section-IV and the summarized price schedule format vide enclosed **Proforma-B**.
- 7.0 Evaluation of Price –Bids will be as per enclosed Proforma - B for arriving at the total estimated cost of the contract. It is however to be clearly understood that number of months / days assumed in Proforma- II are only for evaluation purpose. However, payment will be on the actual number of days / months for which the crew and equipment are utilized / engaged during the currency of contract and for calculating hourly / day rates, the monthly rates will be pro-rated.
- 8.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the **PRICE BID FORMAT as per Proforma -B**.
- (a) Total quoted cost of the plant as per Schedule of Rates including all applicable statutory levies, taxes and duties;  
PLUS
- (b) Monthly O & M charges duly adjusted to quoted annual inflation plus applicable taxes & duties for three (3) years discounted @7%p.a;

#### 9.0 **Custom Duty:**

No customs duty is considered for evaluation of the offers since imports under this contract are presently exempted from payment of custom duty, as the proposed survey shall be carried out in PEL area issued to company after 01/04/1999. Excise Duty shall also be Nil in case of the indigenous bidders supplying goods from indigenous sources.

#### 10.0 **Granting of Price Preference (applicable to ICB tenders only)**

- (i) **Price Preference:** Domestic bidders providing oil field services in the global tender of OIL, would be entitled to a price preference upto 10% over the lowest acceptable (quoted) Foreign bid subject to value addition. For estimating/ensuring value addition and price preference, domestic bidders should provide all evidence necessary to prove that they meet the following criteria:
- (a) Be registered within India
  - (b) Have majority ownership by Nationals of India
  - (c) Not sub-contract more than 80% of the works measured in terms of value, to Foreign Contractors.

### **SECTION - III**

For (c) above an original certificate from practicing Chartered Accountants indicating therein various details which could establish that not more than 80% of the works measured in terms of value has been sub-contracted to Foreign contractors must be furnished to OIL (in unpriced techno-commercial bid). It must be noted that above information so furnished, if at any stage found wrong, incorrect or misleading, will attract action as per rules / law.

- (ii) **Purchase Preference to central PSUs:**  
OIL reserves the right to allow to central Public Sector enterprises, purchase preference facilities as admissible under the existing policy, the parameters of which are defined in Office memorandum No. DPE/13(1)/2002-Fin. Dated 14.6.2002 (as amended from time to time) issued by the Department of Public enterprises, under the Ministry of Heavy Industry and Public Enterprises. However, central PSUs will not get purchase preference of upto 10% over and above the price preference indicated above.
- (iii) Where (applicable for ICB tenders only) Central PSUs as well as domestic bidders are eligible for Purchase and Price preference respectively, Purchase preference to PSU shall take precedence over the Price preference.

**END OF SECTION-III**

**SCHEDULE OF RATES**

**SECTION - IV**

**FORM SP-0**

**SCHEDULE OF RATES**

**SUMMARY OF LUMP SUM PRICE**

**NAME OF WORK:**

DESIGN, RESIDUAL BASIC & DETAILED ENGINEERING, SOIL INVESTIGATION, PROCUREMENT, SUPPLY, MANUFACTURE, FABRICATION, CARRYING OUT ROUTE SURVEY WHEREVER REQUIRED FOR OVER DIMENSION OF CONSIGNMENTS, TRANSPORTATION OF ALL EQUIPMENT AND MATERIAL TO SITE INCLUDING LOADING, UNLOADING, STORAGE, INSURANCE, AND MAINTENANCE, INSTALLATION, CONSTRUCTION, OBTAINING ALL NECESSARY STATUTORY APPROVALS FROM CONCERNED GOVERNMENT AUTHORITIES AS APPLICABLE, HOOK UP, TESTING, PRE-COMMISSIONING, COMMISSIONING, PERFORMANCE GUARANTEE TEST RUN INCLUDING TOTAL PROJECT MANAGEMENT AND OPERATION & MAINTENANCE OF THE INSTALLATION FOR 3 YEARS AFTER SUCCESSFUL COMMISSIONING excluding SUPPLY OF ALL CONSUMABLES & SPARES OF 1 NO. CENTRAL GAS GATHERING STATION AND OFF-TAKE POINT AT MADHUBAN AND 1 NO. FIELD GATHERING STATION AT CHABUA, ASSAM, INDIA.  
(Spare and Consumable required for operation and maintenance will be provided by OIL).

**NAME OF BIDDER:**

S.NO.	DESCRIPTION	FOREIGN CURRENCY (F.C.)		INDIAN RUPEES (INR)	
		IN FIG.	IN WORDS	IN FIG.	IN WORDS
1	Price of material (Madhuban) as per Form SP-1A				
2	Price of material (Chabua) as per Form SP-1B				
3	<b>TOTAL OF 1 + 2 (PRICE OF MATERIAL)</b>				
4	Price of Services (Madhuban) as per Form SP-2A				
5	Price of Services (Chabua) as per Form SP-2B				
6	<b>TOTAL OF 4 + 5 (PRICE OF SERVICES)</b>				
7	<b>TOTAL LUMP SUM PRICE (3+6)</b>				
8	O & M Price for 3 years as per Form SP-3				

Note :

1. Price of material indicated at S. No. 3 above shall not exceed 65% of Total Lump sum price
2. Price of material shall include all taxes and Duties.

**(SIGNATURE & SEAL OF BIDDER)**

**SECTION - IV**

**FORM SP-1A**

**SCHEDULE OF RATES - MADHUBAN**

**SUMMARY OF LUMP SUM PRICE**

**NAME OF WORK:**

DESIGN, RESIDUAL BASIC & DETAILED ENGINEERING, SOIL INVESTIGATION, PROCUREMENT, SUPPLY, MANUFACTURE, FABRICATION, CARRYING OUT ROUTE SURVEY WHEREVER REQUIRED FOR OVER DIMENSION OF CONSIGNMENTS, TRANSPORTATION OF ALL EQUIPMENT AND MATERIAL TO SITE INCLUDING LOADING, UNLOADING, STORAGE, INSURANCE, AND MAINTENANCE, INSTALLATION, CONSTRUCTION, OBTAINING ALL NECESSARY STATUTORY APPROVALS FROM CONCERNED GOVERNMENT AUTHORITIES AS APPLICABLE, HOOK UP, TESTING, PRE-COMMISSIONING, COMMISSIONING, PERFORMANCE GUARANTEE TEST RUN INCLUDING TOTAL PROJECT MANAGEMENT AND OPERATION & MAINTENANCE OF THE INSTALLATION FOR 3 YEARS AFTER SUCCESSFUL COMMISSIONING excluding SUPPLY OF ALL CONSUMABLES & SPARES OF 1 NO. CENTRAL GAS GATHERING STATION AND OFF-TAKE POINT AT MADHUBAN AND 1 NO. FIELD GATHERING STATION AT CHABUA, ASSAM, INDIA.  
(Spare and Consumable required for operation and maintenance will be provided by OIL).

**NAME OF BIDDER:**

S.NO.	DESCRIPTION OF ACTIVITY/ EQUIPMENT/ MATERIAL		QTY	FOREIGN CURRENCY (F.C.)		INDIAN RUPEES (INR)	
	IMPORTED/ INDIGENOUS MATERIAL			IN FIG.	IN WORDS	IN FIG.	IN WORDS
1.1	Supply of all imported/ indigenous material required for permanent incorporation to set up the Unit/ Works, complete in all respects including commissioning and mandatory spares as follows:-						
	I	Slug Catchers	L.S.				
	II	Condensate Flash Separators	L.S.				
	III	Filter Separators, KO Drums, Instrument Air Receiver, CBD Vessels, Gas Filters, OWS Drain Pit, Flare KO Drums	L.S.				
	IV	Condensate Storage Tank, Process Water Tank, Potable Water Tank, Effluent Water Tank, Raw Effluent Tank	L.S.				
	V	Condensate Recycle Pump, CBD Oil Recycle pump, Raw Water Pumps, Effluent Discharge Pumps, Oily Water Pumps, Skimmed Oil Recycled Pump	L.S.				
	VI	Ground Flare Package	L.S.				
	VII	Water Treatment Package	L.S.				

## SECTION - IV

VIII	Instrument Air Package	L.S.				
IX	Effluent Treatment Package	L.S.				
X	Corrosion Inhibitor Package	L.S.				
XI	Fuel Gas Heater Package	L.S.				
XII	HVAC System	L.S.				
XIII	Gas Generating Sets and DG sets	L.S.				
XIV	Laboratory instruments/ items	L.S.				
XV	Piping items including Pipes, valves, fittings, flanges, gaskets and fasteners	L.S.				
XVI	Electrical items	L.S.				
XVII	Instrument items	L.S.				
XVIII	DCS, PLC, Plasma	L.S.				
XIX	Commissioning Spares	L.S.				
XX	Mandatory Spares	L.S.				
XXI	Chemicals & Lubricants	L.S.				
XXII	Construction Material (Cement, Insulation, Painting)	L.S.				
XXIII	Structural Steel	L.S.				
XXIV	Furniture & Furnishing items	L.S.				
XXV	Any other item not covered but required for completion of work (Bidder to identify)	L.S.				
XXVI	Refer Note 3	Unit rate				

**Notes :**

1. The above break up pertains to supply of major items without identifying individual tag Nos. It will be the responsibility of the Contractor to supply materials/ equipment required for completion of work as per Contract, irrespective of whether all items are identified or not.
2. Price of material shall include all taxes and Duties.
3. Item No. XVII include type & quantity of flow meters, flow computers & on line GCs as per the present P&IDs & MTO. How ever it is possible to optimize the same in consultation with DCS supplier during detailed engineering to computation of actual final lump sum price for variation of these equipment as per final requirement bidders are being asked to quote take off price these items.
4. Depending on the field data of ROUTE/CONTOUR of pipelines from FGS to CGGS, EPC Contractor to reconfirm the design data of Slug catcher given for bidding purpose (Ref CL 6.2.10 of Tech Spec Vol-II). Any cost benefit arising of engineering / selection of slug catchers as above by the EPC contractor has to be passed on to OIL.

**(SIGNATURE & SEAL OF BIDDER)**

**SECTION - IV**

**FORM SP-1B**

**SCHEDULE OF RATES - CHABUA**

**SUMMARY OF LUMP SUM PRICE**

**NAME OF WORK:**

DESIGN, RESIDUAL BASIC & DETAILED ENGINEERING, SOIL INVESTIGATION, PROCUREMENT, SUPPLY, MANUFACTURE, FABRICATION, CARRYING OUT ROUTE SURVEY WHEREVER REQUIRED FOR OVER DIMENSION OF CONSIGNMENTS, TRANSPORTATION OF ALL EQUIPMENT AND MATERIAL TO SITE INCLUDING LOADING, UNLOADING, STORAGE, INSURANCE, AND MAINTENANCE, INSTALLATION, CONSTRUCTION, OBTAINING ALL NECESSARY STATUTORY APPROVALS FROM CONCERNED GOVERNMENT AUTHORITIES AS APPLICABLE, HOOK UP, TESTING, PRE-COMMISSIONING, COMMISSIONING, PERFORMANCE GUARANTEE TEST RUN INCLUDING TOTAL PROJECT MANAGEMENT AND OPERATION & MAINTENANCE OF THE INSTALLATION FOR 3 YEARS AFTER SUCCESSFUL COMMISSIONING excluding SUPPLY OF ALL CONSUMABLES & SPARES OF 1 NO. CENTRAL GAS GATHERING STATION AND OFF-TAKE POINT AT MADHUBAN AND 1 NO. FIELD GATHERING STATION AT CHABUA, ASSAM, INDIA.  
(Spare and Consumable required for operation and maintenance will be provided by OIL).

**NAME OF BIDDER:**

S.NO.	DESCRIPTION OF ACTIVITY/ EQUIPMENT/ MATERIAL		QTY	FOREIGN CURRENCY (F.C.)		INDIAN RUPEES (INR)	
	IMPORTED/ INDIGENOUS MATERIAL			IN FIG.	IN WORDS	IN FIG.	IN WORDS
1.1	Supply of all imported/ indigenous material required for permanent incorporation to set up the Unit/ Works, complete in all respects including commissioning and mandatory spares as follows:-						
	I	Production Separators, Test Separator	L.S.				
	II	KO Drums, Instrument Air Receiver, CBD Vessels, Gas Filters, OWS Drain Pit	L.S.				
	III	Process Water Tank, Potable Water Tank, Effluent Water Tank, Raw Effluent Tank	L.S.				
	IV	Condensate Recycle Pump, CBD Oil Recycle pump, Raw Water Pumps, Effluent Discharge Pumps, Oily Water Pumps, Skimmed Oil Recycled Pump, Test Condensate Pump, Test Water Pump	L.S.				
	V	Water Bath Heater Package					
	VI	Ground Flare Package	L.S.				

## SECTION - IV

VII	Water Treatment Package	L.S.				
VIII	Instrument Air Package	L.S.				
IX	Effluent Treatment Package	L.S.				
X	Corrosion Inhibitor Package	L.S.				
XI	Fuel Gas Heater Package	L.S.				
XII	Data Header Package	L.S.				
XIII	Atmospheric Gauge Tank					
XIV	HVAC System	L.S.				
XV	Gas Generating Sets and DG sets	L.S.				
XVI	Laboratory instruments/ items	L.S.				
XVII	Piping items including Pipes, valves, fittings, flanges, gaskets and fasteners	L.S.				
XVIII	Electrical items	L.S.				
XIX	Instrument items	L.S.				
XX	DCS, PLC, Plasma	L.S.				
XXI	Commissioning Spares	L.S.				
XXII	Mandatory Spares	L.S.				
XXIII	Chemicals & Lubricants	L.S.				
XXIV	Construction Material (Cement, Insulation, Painting)	L.S.				
XXV	Structural Steel	L.S.				
XXVI	Furniture & Furnishing items	L.S.				
XXVII	Any other item not covered but required for completion of work (Bidder to identify)	L.S.				
XXVII	Refer Note 3	Unit rate				

**Notes :**

1. The above break up pertains to supply of major items without identifying individual tag Nos. It will be the responsibility of the Contractor to supply materials/ equipment required for completion of work as per Contract, irrespective of whether all items are identified or not.
2. Price of material shall include all taxes and Duties.
3. Item No. XIX include type & quantity of flow meters, flow computers & on line GCs as per the present P&IDs & MTO. How ever it is possible to optimize the same in consultation with DCS supplier during detailed engineering to computation of actual final lump sum price for variation of these equipment as per final requirement bidders are being asked to quote take off price these items.
4. Depending on the field data of ROUTE/CONTOUR of pipelines from FGS to CCGS, EPC Contractor to reconfirm the design data of Slug catcher given for bidding purpose (Ref CL 6.2.10 of Tech Spec Vol-II). Any cost benefit arising of engineering / selection of slug catchers as above by the EPC contractor has to be passed on to OIL.

**(SIGNATURE & SEAL OF BIDDER)**

**SECTION - IV**

**FORM SP-2A**

**SCHEDULE OF RATES - MADHUBAN**

**SUMMARY OF LUMP SUM PRICE**

**NAME OF WORK:**

DESIGN, RESIDUAL BASIC & DETAILED ENGINEERING, SOIL INVESTIGATION, PROCUREMENT, SUPPLY, MANUFACTURE, FABRICATION, CARRYING OUT ROUTE SURVEY WHEREVER REQUIRED FOR OVER DIMENSION OF CONSIGNMENTS, TRANSPORTATION OF ALL EQUIPMENT AND MATERIAL TO SITE INCLUDING LOADING, UNLOADING, STORAGE, INSURANCE, AND MAINTENANCE, INSTALLATION, CONSTRUCTION, OBTAINING ALL NECESSARY STATUTORY APPROVALS FROM CONCERNED GOVERNMENT AUTHORITIES AS APPLICABLE, HOOK UP, TESTING, PRE-COMMISSIONING, COMMISSIONING, PERFORMANCE GUARANTEE TEST RUN INCLUDING TOTAL PROJECT MANAGEMENT AND OPERATION & MAINTENANCE OF THE INSTALLATION FOR 3 YEARS AFTER SUCCESSFUL COMMISSIONING excluding SUPPLY OF ALL CONSUMABLES & SPARES OF 1 NO. CENTRAL GAS GATHERING STATION AND OFF-TAKE POINT AT MADHUBAN AND 1 NO. FIELD GATHERING STATION AT CHABUA, ASSAM, INDIA.  
(Spare and Consumable required for operation and maintenance will be provided by OIL).

**NAME OF BIDDER:**

S.N O.	DESCRIPTION OF ACTIVITY		QTY	FOREIGN CURRENCY (F.C.)		INDIAN RUPEES (INR)	
				IN FIG.	IN WORDS	IN FIG.	IN WORDS
1.0	<b>SERVICES</b>						
	1.1	<b>DESIGN &amp; ENGINEERING</b>					
		Residual Process Design, Detailed Design and Engineering as per Contract documents.	L.S.				
	1.2	<b>INSTALLATION &amp; COMMISSIONING SERVICES</b>					
		Providing services for pre-fabrication, fabrication, erection, construction, installation, testing, mechanical commissioning, pre-commissioning, commissioning and conducting Performance Guarantee Test Run required for completing and establishing the plant as a fully functional and operative unit, including (but not limited to) providing all labour and man power, resources,					

## SECTION - IV

			transportation, store management, construction equipment, tools, tackles and aids, safety devices, testing devices, facilities, material and other reconciliation, handing over of final drawings/ documents/ manuals, obtaining and satisfying all satisfactory licenses, clearances, consents, No Objections, approvals and certificates and complying with all statutory formalities etc & obtaining of relevant QHSE, ISO and ISRS certification for the installations (as per clause no. 6.12 of Technical Tender Vol-II). This will include all other services, whatsoever required for completing the work in all respects, in accordance with the Contract documents and direction of Engineer-In-Charge.					
	1.2.1		<b>Civil Work and Structural Work</b>					
		1.2.1.1	General Civil and Architectural Work	L.S.				
		1.2.1.2	Structural Work	L.S.				
	1.2.2		<b>Mechanical Work</b>					
		1.2.2.1	Slug Catchers	L.S.				
		1.2.2.2	Condensate Flash Separators	L.S.				
		1.2.2.3	Filter Separators, KO Drums, Instrument Air Receiver, CBD Vessels, Gas Filters, OWS Drain Pit, Flare KO Drums	L.S.				
		1.2.2.4	Condensate Storage Tank, Process Water Tank, Potable Water Tank, Effluent Water Tank, Raw Effluent Tank	L.S.				
		1.2.2.5	Condensate Recycle Pump, CBD Oil Recycle pump, Raw Water Pumps, Effluent Discharge Pumps, Oily Water Pumps, Skimmed Oil Recycled Pump	L.S.				
		1.2.2.6	Ground Flare Package	L.S.				
		1.2.2.7	Water Treatment Package	L.S.				

## SECTION - IV

	1.2.2.8	Instrument Air Package	L.S.				
	1.2.2.9	Effluent Treatment Package	L.S.				
	1.2.2.10	Corrosion Inhibitor Package	L.S.				
	1.2.2.11	Fuel Gas Heater Package	L.S.				
	1.2.2.12	HVAC System	L.S.				
	1.2.2.13	Gas Generating Sets and DG sets	L.S.				
	1.2.2.14	Laboratory instruments/ items	L.S.				
	1.2.2.15	Piping items including Pipes, valves, fittings, flanges, gaskets and fasteners	L.S.				
	1.2.3	Electrical items	L.S.				
	1.2.4	Instrument items	L.S.				
	1.2.5	DCS, PLC, Plasma	L.S.				
	1.2.6	Commissioning Spares	L.S.				
	1.2.7	Mandatory Spares	L.S.				
	1.2.8	Chemicals & Lubricants	L.S.				
	1.2.9	Construction Material (Cement, Insulation, Painting)	L.S.				
	1.2.10	Structural Steel	L.S.				
	1.2.11	Furniture & Furnishing items	L.S.				
	1.2.12	Any other item not covered but required for completion of work (Bidder to identify)	L.S.				
	1.2.13	Transportation including clearing, forwarding, loading, unloading, packing and handling.	L.S.				

**Notes:**

1. Supply of material shall not be included in Form SP-2A
2. Design Engineering Services indicated above at Sl. No. 1.1 shall be maximum 7.5% of the prices of services.
3. Prices of services indicated in Form SP-2A & Form SP-2B shall be maximum 35% of the Total Lump Sum price indicated in Form SP-0.

**(SIGNATURE & SEAL OF BIDDER)**

**SECTION - IV**

**FORM SP-2B**

**SCHEDULE OF RATES - CHABUA**

**SUMMARY OF LUMP SUM PRICE**

**NAME OF WORK:**

DESIGN, RESIDUAL BASIC & DETAILED ENGINEERING, SOIL INVESTIGATION, PROCUREMENT, SUPPLY, MANUFACTURE, FABRICATION, CARRYING OUT ROUTE SURVEY WHEREVER REQUIRED FOR OVER DIMENSION OF CONSIGNMENTS, TRANSPORTATION OF ALL EQUIPMENT AND MATERIAL TO SITE INCLUDING LOADING, UNLOADING, STORAGE, INSURANCE, AND MAINTENANCE, INSTALLATION, CONSTRUCTION, OBTAINING ALL NECESSARY STATUTORY APPROVALS FROM CONCERNED GOVERNMENT AUTHORITIES AS APPLICABLE, HOOK UP, TESTING, PRE-COMMISSIONING, COMMISSIONING, PERFORMANCE GUARANTEE TEST RUN INCLUDING TOTAL PROJECT MANAGEMENT AND OPERATION & MAINTENANCE OF THE INSTALLATION FOR 3 YEARS AFTER SUCCESSFUL COMMISSIONING excluding SUPPLY OF ALL CONSUMABLES & SPARES OF 1 NO. CENTRAL GAS GATHERING STATION AND OFF-TAKE POINT AT MADHUBAN AND 1 NO. FIELD GATHERING STATION AT CHABUA, ASSAM, INDIA. (Spare and Consumable required for operation and maintenance will be provided by OIL).

**NAME OF BIDDER:**

S.N O.	DESCRIPTION OF ACTIVITY			QTY	FOREIGN CURRENCY (F.C.)		INDIAN RUPEES (INR)	
					IN FIG.	IN WORDS	IN FIG.	IN WORDS
1.0	<b>SERVICES</b>							
	1.1		<b>DESIGN &amp; ENGINEERING</b>					
			Residual Process Design, Detailed Design and Engineering as per Contract documents.	L.S.				
	1.2		<b>INSTALLATION &amp; COMMISSIONING SERVICES</b>					
			Providing services for pre-fabrication, fabrication, erection, construction, installation, testing, mechanical commissioning, pre-commissioning, commissioning and conducting Performance Guarantee Test Run required for completing and establishing the plant as a fully functional and operative unit, including (but not limited to) providing all labour					

## SECTION - IV

			and man power, resources, transportation, store management, construction equipment, tools, tackles and aids, safety devices, testing devices, facilities, material and other reconciliation, handing over of final drawings/ documents/ manuals, obtaining and satisfying all satisfactory licenses, clearances, consents, No Objections, approvals and certificates and complying with all statutory formalities etc & obtaining of relevant QHSE, ISO and ISRS certification for the installations (as per clause no. 6.12 of Technical Tender Vol-II). This will include all other services, whatsoever required for completing the work in all respects, in accordance with the Contract documents and direction of Engineer-In-Charge.					
	1.2.1		<b>Civil Work and Structural Work</b>					
		1.2.1.1	General Civil and Architectural Work	L.S.				
		1.2.1.2	Structural Work	L.S.				
	1.2.2		<b>Mechanical Work</b>					
		1.2.2.1	Production Separators, Test Separator	L.S.				
		1.2.2.2	KO Drums, Instrument Air Receiver, CBD Vessels, Gas Filters, OWS Drain Pit	L.S.				
		1.2.2.3	Process Water Tank, Potable Water Tank, Effluent Water Tank, Raw Effluent Tank	L.S.				
		1.2.2.4	Condensate Recycle Pump, CBD Oil Recycle pump, Raw Water Pumps, Effluent Discharge Pumps, Oily Water Pumps, Skimmed Oil Recycled Pump, Test Condensate Pump, Test Water Pump	L.S.				
		1.2.2.5	Water Bath Heater Package	L.S.				
		1.2.2.6	Ground Flare Package	L.S.				

## SECTION - IV

	1.2.2.7	Water Treatment Package	L.S.				
	1.2.2.8	Instrument Air Package	L.S.				
	1.2.2.9	Effluent Treatment Package	L.S.				
	1.2.2.10	Corrosion Inhibitor Package	L.S.				
	1.2.2.11	Fuel Gas Heater Package	L.S.				
	1.2.2.12	Data Header Package	L.S.				
	1.2.2.13	Atmospheric Gauge Tank	L.S.				
	1.2.2.14	HVAC System	L.S.				
	1.2.2.15	Gas Generating Sets and DG sets	L.S.				
	1.2.2.16	Laboratory instruments/ items	L.S.				
	1.2.2.17	Piping items including Pipes, valves, fittings, flanges, gaskets and fasteners	L.S.				
	1.2.3	DCS, PLC, Plasma	L.S.				
	1.2.4	Commissioning Spares	L.S.				
	1.2.5	Mandatory Spares	L.S.				
	1.2.6	Chemicals & Lubricants	L.S.				
	1.2.7	Construction Material (Cement, Insulation, Painting)	L.S.				
	1.2.8	Structural Steel	L.S.				
	1.2.9	Furniture & Furnishing items	L.S.				
	1.2.10	Any other item not covered but required for completion of work (Bidder to identify)	L.S.				
	1.2.11	Transportation including clearing, forwarding, loading, unloading, packing and handling.	L.S.				

**Notes:**

1. Supply of material shall not be included in Form SP-2B
2. Design Engineering Services indicated above at Sl. No. 1.1 shall be maximum 7.5% of the prices of services.
3. Prices of services indicated in Form SP-2A & Form SP-2B shall be maximum 35% of the Total Lump Sum price indicated in Form SP-0.

**(SIGNATURE & SEAL OF BIDDER)**

**SECTION - IV**

**FORM SP-3**

**SCHEDULE OF RATES**

**SUMMARY OF LUMP SUM PRICE**

**NAME OF WORK:**

DESIGN, RESIDUAL BASIC & DETAILED ENGINEERING, SOIL INVESTIGATION, PROCUREMENT, SUPPLY, MANUFACTURE, FABRICATION, CARRYING OUT ROUTE SURVEY WHEREVER REQUIRED FOR OVER DIMENSION OF CONSIGNMENTS, TRANSPORTATION OF ALL EQUIPMENT AND MATERIAL TO SITE INCLUDING LOADING, UNLOADING, STORAGE, INSURANCE, AND MAINTENANCE, INSTALLATION, CONSTRUCTION, OBTAINING ALL NECESSARY STATUTORY APPROVALS FROM CONCERNED GOVERNMENT AUTHORITIES AS APPLICABLE, HOOK UP, TESTING, PRE-COMMISSIONING, COMMISSIONING, PERFORMANCE GUARANTEE TEST RUN INCLUDING TOTAL PROJECT MANAGEMENT AND OPERATION & MAINTENANCE OF THE INSTALLATION FOR 3 YEARS AFTER SUCCESSFUL COMMISSIONING excluding SUPPLY OF ALL CONSUMABLES & SPARES OF 1 NO. CENTRAL GAS GATHERING STATION AND OFF-TAKE POINT AT MADHUBAN AND 1 NO. FIELD GATHERING STATION AT CHABUA, ASSAM, INDIA.  
(Spare and Consumable required for operation and maintenance will be provided by OIL).

**NAME OF BIDDER:**

S.NO.	DESCRIPTION	UNIT	FOREIGN CURRENCY (F.C.)		INDIAN RUPEES (INR)	
			IN FIG.	IN WORDS	IN FIG.	IN WORDS
1	OPERATION & MAINTENANCE OF THE INSTALLATION FOR 3 YEARS AFTER SUCCESSFUL COMMISSIONING excluding SUPPLY OF ALL CONSUMABLES & SPARES FOR CGGS MADHUBAN	MONTH				
2	OPERATION & MAINTENANCE OF THE INSTALLATION FOR 3 YEARS AFTER SUCCESSFUL COMMISSIONING excluding SUPPLY OF ALL CONSUMABLES & SPARES FOR FGS CHABUA	MONTH				

**(SIGNATURE & SEAL OF BIDDER)**

## SECTION - V

### GENERAL CONDITIONS OF CONTRACT

#### 01.0 DEFINITIONS:

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

- (a) "Contract" means agreement entered into between Company and contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "Contract Price" means the price payable to contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "Work" means each and every activity required for the successful performance of the services described in Technical-Scope of Work (Vol-II);
- (d) "Company" or "OIL" means Oil India Limited;
- (e) "Contractor" means the individual or firm or Body incorporated performing the work under this Contract;
- (f) "Contractor's Personnel" means the personnel to be provided by the contractor to provide services as per the contract;
- (g) "Company's Personnel" means the personnel to be provided by OIL or STEP. The Company representatives of OIL are also included in the Company's personnel.
- (h) "STEP" means Saipem Triune Engineering Pvt. Ltd, which is **Engineering and Project Management Consultant (EPMC)** for this Contract.
- (i) "Tender Document" or "Bidding Document" or "Bid Document" shall mean documents comprising of:
  - Vol-I to Vol-VI
  - Book-I to Book-III

#### 02.0 EFFECTIVE DATE, MOBILISATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:

02.01 The contract shall become effective as of the date Company notifies Contractor in writing that it has been awarded the contract i.e. with effect from the date of issue of Letter of Award(LOA) of the Contract. This date of date of issue of Letter of Award(LOA) will be the Effective Date of Contract.

## SECTION - V

- 02.02 The commencement date of the Contract will be reckoned from the date of issue of LOA.
- 02.03 The duration of the Contract shall be for a period of 24 (Twenty Four) months including commissioning period to be reckoned from the commencement date of the Contract. Completion period would cover Pre-Commissioning & Post Commissioning including 72 Hrs. performance test run and 3 months operation and maintenance of plant.
- 02.04 Project Kick Off Meeting shall be considered as a date of start of mobilisation, which should be held within 30(Thirty) days from date of issue of LOA.
- 02.05 The successful Bidder should furnish all the information during Kick off Meeting including but not limited to project schedule for successful completion of project.

### **03.0 GENERAL OBLIGATIONS OF CONTRACTOR:**

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

- 03.01 Perform the work described in the Technical-Scope of Work (i.e. Vol-II of this tender document) in most economic and cost effective way.
- 03.02 Except as otherwise provided in the Technical-Scope of Work and the Special Conditions of the Contract, provide all labour as required to perform the work.
- 03.03 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.
- 03.04 Provide and make regular payments to all labour & sub-vendors as required to perform the work.
- 03.05 Contractor shall be deemed to have satisfied themselves before submitting their offer as to the correctness and sufficiency of their offer 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.
- 03.06 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of Contractor's obligations under the Contract.

## **SECTION - V**

### **04.0 GENERAL OBLIGATIONS OF THE COMPANY:**

Company shall, in accordance with and subject to the terms and conditions of this contract shall have following obligations:

- 04.01 Pay Contractor in accordance with terms and conditions of the contract for work as per the Payment Schedule.
- 04.02. Allow Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 04.03. Perform all other obligations of Company as required by the terms of this contract.
- 04.04. Catering for the insurance of the assets post commissioning of the Plant including public liability insurance in relation thereto.

### **05.0 CONTRACTOR'S PERSONNEL:**

- 05.01 Contractor warrants that they will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe all applicable statutory norms and safety requirement of the Company. Upon the Company's written request, the Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with alternative personnel acceptable to the Company without affecting Company's work.
- 05.02 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel, and of their Sub-contractors, if any, including but not limited to insurance, housing, medical services, messing, their transportation to & fro from field site(both air and land transportation), enroute expenses, vacation, salaries and all amenities, termination payment and taxes, if any, payable at no charge to the Company & Company shall have no responsibility or liability in this regard.
- 05.03 Contractor's key personnel shall be fluent in English language (both writing and speaking).

### **06.0 GUARANTEE, WARRANTY AND REMEDY OF DEFECTS:**

## SECTION - V

- 06.01 Contractor must warrant that they shall perform the work in a first class, workman-like, and professional manner and in accordance with the highest degree of quality, efficiency, and with the state of the art technology and in conformity with all specifications, standards and drawings set forth or referred to in the Technical- Scope of Work (VOL-II) and with instructions and guidance which the Company may, from time to time, furnish to the Contractor.
- 06.02 Should the Company discover at any time during the tenure of the Contract or within the Performance Liability Period of the Contract that the work carried out by the contractor does not conform to and perform as per terms and conditions of the Contract, Contractor shall after receipt of notice from Company, promptly perform 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 carried out by others and charge the cost thereof to Contractor, which the Contractor must pay promptly. In case Contractor fails to perform remedial work, the performance security shall be forfeited.
- 06.03 All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contracts.
- 06.04 The Contractor guarantees that the Goods or Materials supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrants that the goods supplied under this Contract shall have no defect arising from design, materials or workmanship.
- 06.05 No deviation from such specifications or alterations or of these conditions shall be made without agreement with the COMPANY in writing, which must be obtained before any work against the order is commenced. All materials supplied by the CONTRACTOR pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by Company) are guaranteed to be of the best quality of their respective kinds, (unless otherwise specifically authorised in writing by Company) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfil in all respects operating conditions, if any, specified in the Contract.
- 06.06 This Guarantee shall remain valid for a period of 24 (twenty four) months from the date of putting the plant into operation i.e. DATE OF COMPLETION OF THE PROJECT. If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to expiry of guarantee period, the CONTRACTOR is notified thereof, CONTRACTOR shall, at his own expense and as promptly as possible, make such alterations, repairs and

## SECTION - V

replacements as may necessary to permit the material to functions in accordance with the specifications and to fulfil the foregoing guarantees.

06.07 The Company may, at its option, remove such defective materials, at CONTRACTOR'S expense in which event CONTRACTOR shall, without cost to Company and as promptly as possible, furnish and install proper materials. Repaired or replacement materials shall be similarly guaranteed by the CONTRACTOR for a period of no less than 24 (twenty four) months from the date of replacement/ repair.

06.08 In the event that the materials supplied do not meet the specifications and/ or not in accordance with the drawings data sheets or the terms of Contract and rectification is required in site, COMPANY shall notify the CONTRACTOR giving full details of differences. The CONTRACTOR shall attend the site within 3 (three) days of receipt of such notice to meet and agree with representatives of COMPANY, the action required to correct the deficiency. Should the CONTRACTOR fail to attend meeting at site within the time specified above, COMPANY shall immediately rectify the work/ materials and CONTRACTOR shall reimburse COMPANY all cost and expenses incurred in connection with such trouble or defect. In case the Contractor fails to perform remedial work, the Performance Bank Guarantee shall be invoked.

### **07.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**

07.01 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 so far, as may be necessary for purposes of such performance.

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

07.03 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.

07.04 The above obligations of the Contractor shall be in force even after termination of the Contract.

### **08.0 TAXES, DUTIES & LEVIES :**

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

## SECTION - V

will be on Contractor's account. Such taxes will be deducted at source by the Company from the Contractor's invoice.

- 08.02 Contractor shall be responsible for and pay the personal taxes, if any, for all their personnel deployed.
- 08.03 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. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 08.04 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.
- 08.05 Tax clearance certificate for personnel and corporate taxes shall be obtained by the contractor from the appropriate Indian Tax authorities and furnished to company within 6 months of the expiry of the tenure of the contract or such extended time as the company may allow in this regard.
- 08.06 Corporate income tax will be deducted at source by the Company from the Contractor's 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.
- 08.07 Corporate and personal taxes on contractor shall be the liability of the contractor and the company shall not assume any responsibility on this account.
- 08.08 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by contractor shall be borne by the contractor.
- 08.09 The Contractor agrees to and does hereby accept full and exclusive liability at his own cost for the payment of any and all taxes, duties licence fee and other such levies etc. as are payable to government, local or statutory authority as are now in force and as are payable by Contractor, his agents, Sub-Contractor's and their employees etc. for performance of work under this Contract. The Contractor shall be deemed to have been fully informed with respect to all such liabilities and considered the same in his bid, and the Contract shall not be varied in any way on this account.
- 08.10 For imported supplies of goods (required in respect of this Contract), directly imported by Contractor which are eligible for Nil Customs duty, Company shall issue necessary Recommendatory Letter to Directorate General of Hydrocarbon, Govt. of India availed for issuance of Essentiality Certificate to avail the nil customs duty rate. Contractor at their cost shall arrange the clearance of all equipment, spare parts, consumable, etc.

## SECTION - V

from customs and port authorities in India. Company will provide requisite documents/ reasonable assistance but the responsibility for clearance will rest with the Contractor. Any demurrage in this process will be at Contractor's cost.

08.11 For the indigenously manufactured items/good eligible for Deemed Export as per Export Import policy(ref Para 7(B) in "Instruction to Bidders", the Excise Duty shall be Nil and all necessary certificates/documents shall be issued by Company.

08.12 Service tax:

Service Tax as applicable shall be on Company's account.

The above clause (i.e. Clause No. 8.0) with all its sub-clauses shall be referred to as **Tax Liabilities Clause** of this tender document.

## SECTION - V

### 09.0 INSURANCE:

- 09.01 The contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the contractor or its subcontractor during the currency of the contract.
- 09.02 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others:
- i) Workmen compensation insurance as required by the laws of the country of origin of the employee.
  - ii) Employer's Liability Insurance as required by law in the country of origin of employee.
  - iii) 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 fulfill the provisions under this contract.
  - iv) Contractor's equipment provided by the Contractor for performance of the work shall have an insurance cover with a suitable limit (as per international standards).
  - v) 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.
  - vi) Public Liability Insurance as required under Public Liability Insurance Act 1991.
  - vii) The Contractor shall obtain additional insurance or revise the limits of existing insurance as per the Company's request, if any, in which case additional cost shall be to Contractor's account.
- 09.03 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 09.04 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 09.05 Contractor shall require all of their 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.

## SECTION - V

- 09.06 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.
- 09.07 i) All goods/equipment to be supplied under this contract shall be under Contractor's custody until such goods/equipment are installed and commissioned on turnkey basis. The Contractor shall at his own expense, secure and maintain insurance covering the full value of all such goods/equipment for the period up to commissioning of the Plant.
- ii) Such insurance shall cover any loss or damage of supplied goods/equipment during transit from Contractor's source of despatch to project sites, storage at various sites, erection, installation and commissioning of such goods/equipment till such time the entire Plant is commissioned. The beneficiary of all such insurance policies shall be OIL. Unless insurance document in this regard are furnished to the Company no payment will be made for such supplies.
- 09.08 All cost on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Contract Price. 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 settlement, for reduction in Contract Price to the extent of reduced premium amounts.
- 09.09 If any of the above policies expire or are cancelled during the term of the Contract and the Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to the Contractor. Should there be a lapse in any insurance required to be carried by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of the Contractor.
- 09.10 The above clause (i.e. Clause No. 9.0) with all its sub-clauses shall be referred to as Insurance Clause of this tender document.
- 10.00 CHANGES:**
- 10.01 During the performance of the work, Company may make a change in the work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.
- 10.02 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Section IV). Upon review of Contractor's estimate, Company shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If

## SECTION - V

Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

### 11.00 **FORCE MAJEURE:**

11.01 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation 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 act of God, strikes, lockouts or other industrial disturbances, acts of public enemy, wars whether declared or not, blockade, insurrections, riots, epidemic, landslides, lightning, earthquake, fire storms, floods, washouts, arrests and restraints of Government, civil disturbances, explosion, breakage or accident to machinery etc. and any other cause, whether of the kind herein enumerated or otherwise which are not within the control of the party claiming suspension, and which by exercise of due diligence such party is unable to prevent or overcome and which renders the performance of the Contract by the said party impossible.

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

11.03 Should 'Force Majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence, both the parties shall have no obligation. Either party will have the right to terminate the Contract if such 'Force Majeure' condition continues beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply. Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts.

The above clause (i.e. Clause No. 11.0) with all its sub-clauses shall be referred to as **Force Majeure Clause** of this tender document.

### 12.00 **LIABILITY:**

12.01 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, assignees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees,

## SECTION - V

assignees, contractors and sub-Contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting therefrom.

- 12.02 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 therefrom.
- 12.03 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwrites, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 12.04 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.
- 12.05 Except as otherwise expressly provided, 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 therefrom.
- 12.06 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever or 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.

## SECTION - V

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

12.08 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.

### **13.00 INDEMNITY AGREEMENT:**

13.01 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 favor of Contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

13.02 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 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.

### **14.00 INDEMNITY APPLICATION:**

14.01 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.

### **15.00 CONSEQUENTIAL DAMAGE:**

15.01 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,

## **SECTION - V**

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.

### **16.00 WAIVERS AND AMENDMENTS :**

16.01 It is fully understood and agreed that none of the terms and conditions of the Contract shall deemed to be waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

### **17.00 PAYMENT & INVOICING PROCEDURE :**

17.01 The 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 price schedule and in accordance with other provisions hereof. No other payments shall be due from the Company unless specifically provided for in this Contract. All payments will be made in accordance with the terms hereinafter described.

17.02 All payments due by the Company to the Contractor shall be made at the Company's designated Bank. All Bank charges will be on Contractor's account.

17.03 Payment of any invoices shall not prejudice the right of the Company to question the validity of any charges therein, provided the Company within one year after the date of payment shall make and deliver to the Contractor written notice of objection to any item or items the validity of which the Company questions.

17.04 The Contractor will submit six sets of all invoices duly certified by Engineer-In-Charge along with duly filled up activity completion sheet to OIL, Duliajan for processing of payment. One set of all invoices with measurement sheet to be submitted to Engineer-In-Charge for his record.

17.05 Invoices shall be raised by the Contractor as per the Payment Schedule prescribed in Section-VI of this document.

17.06 The Company shall within 20 (Twenty) days of receipt of the invoice notify the Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion within 30 (Thirty) days from the date of receipt of the invoices at OIL, Duliajan. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in Sub-Clause 16.3 above. No interest shall be payable by the Company on any delayed / disputed amount.

## SECTION - V

- 17.07 The acceptance by the Contractor of part payment on any billing not paid on or before the due date shall not be deemed to be a waiver of the Contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.
- 17.08 The Contractor shall maintain complete and correct records of all information on which the Contractor's invoices are based up to 2 (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.
- 17.09 Any audit conducted by the Company of the Contractor's records, as provided herein, shall be limited to the Company's verification (i) of the accuracy of all charges made by the Contractor to the Company and (ii) that the Contractor is otherwise in compliance with the terms and conditions of this Agreement.
- 18.00 WITH-HOLDING:**
- 18.01 Company may withhold or nullify the whole or any part of the amount due to Contractor on account of subsequently discovered evidence in order to protect Company from loss on account of: -
- a) For non-completion of jobs assigned as per Technical Scope of Work.
  - b) Contractor's indebtedness arising out of execution of this Contract.
  - c) Defective work not remedied by Contractor.
  - d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
  - e) Failure of Contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, and taxes or enforced savings withheld from wages etc.
  - f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
  - g) Damage to another Contractor of Company.
  - h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
  - i) 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 Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, withhold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

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

## SECTION - V

- i) Order issued by a Court of Law in India.
- ii) Income tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of 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 shall be removed, payment shall thereafter be made for amounts so withhold.

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

### **19.00 APPLICABLE LAW / JURISDICTION:**

- 19.01 The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated in Dibrugarh / Guwahati, Assam.
- 19.02 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the Contract:
  - a) The Mines Act - as applicable to safety and employment conditions.
  - b) Indian Explosives Act
  - c) Indian Electricity Rules
  - d) Petroleum Rules
  - e) The Minimum Wages Act, 1948.
  - f) The Oil Mines Regulations, 1984(latest amendment/revision).
  - g) The Workmen's Compensation Act, 1923.
  - h) The Payment of Wages Act, 1963.
  - i) The Payment of Bonus Act., 1965.
  - j) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
  - k) The Employees Pension Scheme, 1995.
  - i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
  - j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
  - k) The Central Sales Tax Act
  - l) The AGST Act.
  - m) Service Tax Act.
  - n) Customs & Excise Act & Rules framed thereunder
  - o) Assam Entry Tax Act, 2001

## SECTION - V

19.03 The Contractor shall not make Company liable to reimburse the Contractor to the statutory increase in the wage rates of the contract labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract labour shall be borne by the Contractor.

19.04 Any permission from the Mines Directorate in connection with working in excess of 8 (eight) hours per day shift pattern by the Contractor shall have to be arranged by the Contractor before commencement of the Contract, in consultation with the Company. Moreover, since the Contractor's personnel engaged shall be working under the Mines Act and Oil Mines Regulations, the Contractor shall have to obtain any other relevant permission from the Mines Directorate to engage their employees in compliance with various procedures as per Mines Act. In case of any breach of procedures under Mines Act the Contractor shall be held responsible and they shall bear all expenses arising as a result thereof.

19.05 The Contractor shall not engage labour below 18 (eighteen) years of age under any circumstances. Persons above 60 years age also shall not be deployed excepting Rig Manager/Rig Superintendent.

### **20.00 TERMINATION:**

#### **20.01 TERMINATION ON COMMISSIONING OF THE PLANT & EXPIRY OF THE DURATION OF OPERATION & MAINTENANCE (O&M):**

This Contract shall be deemed to have been completed on successful commissioning of the plant and completion of its O&M for 3 years thereafter.

#### **20.02 TERMINATION ON ACCOUNT OF FORCE MAJEURE:**

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

#### **20.03 TERMINATION ON ACCOUNT OF INSOLVENCY:**

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

#### **20.04 TERMINATION FOR UNSATISFACTORY PERFORMANCE:**

If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days notice in writing to the Contractor, if Contractor

## SECTION - V

fails to comply with the requisitions contained in the said written notice issued by the Company.

### 20.05 TERMINATION FOR DEFAULT:

The Company may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, terminate the Contract in whole or in part:

- A) If the Contractor fails to deliver any or all of the GOODS within the period(s) specified in the Contract; or
- B) If the Contractor fails to perform any of their obligations(s) under the Contract, and
- C) If the Contractor, in either of the above circumstances does not rectify his failure within a period of 30 (Thirty) days (or such longer period as the Company may authorize in writing) after receipt of the default notice from the Company.

### 20.06 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:

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

The above clause (i.e. Clause No. 20.0) with all its sub-clauses as well as the ensuing Clause No. 21.0 shall be referred to as **Termination Clause** of this tender document.

### 21.00 CONSEQUENCES OF TERMINATION:

21.01 In all cases of termination herein set forth, the obligation of the Company to pay for Services rendered / goods supplied as per the Contract shall be limited to the period upto the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

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

21.03 In the event the COMPANY terminates the Contract in whole or in part, pursuant to sub-clause 20.5, the COMPANY may procure, upon such terms and in such manner, as it deems appropriate, goods similar to those undelivered and the Contractor shall be liable to the COMPANY for any excess costs for such similar Goods. However, the CONTRACTOR shall continue performance of the contract to the extent not terminated.

**SECTION - V**

21.04 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 15 (Fifteen) days written notice to the Contractor due to any other reason not covered under the above Sub-Clause from 20.1 to 20.5 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for Work done as per this Contract up to the date of termination.

21.05 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.

**22.00 SETTLEMENT OF DISPUTES AND ARBITRATION:**

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996. The venue of arbitration will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

**23.00 NOTICES:**

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

<b>Company</b>	<b>Contractor</b>
Head (Contracts)	_____
OIL INDIA LIMITED	_____
DULIAJAN – 786602	_____
<u>ASSAM, INDIA</u>	_____
Fax No. 0374- 2803549	

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

**24.00 SUBCONTRACTING:**

Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract, except with Company's prior written consent.

**25.00 MISCELLANEOUS PROVISIONS:**

25.01 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

## SECTION - V

bodies and companies whose property or rights are affected or may be affected in any way by the services.

- 25.02 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.
- 25.03 All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site where the services are performed, be deem to be the absolute property of the Company. The Contractor shall take reasonable precautions to prevent the personnel or any other persons from removing or damaging any such article or thing and shall immediately upon the discovery thereof and, before removal, acquaint the Company of such discovery any carry out, at the expense of the Company, the Company's orders as to the disposal of the same.
- 25.04 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.
- 25.05 Key personnel should not be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.

### **26.00 PERFORMANCE SECURITY:**

- 26.01 Within 30 days of the receipt of notification of award from the Company, the Contractor shall furnish performance guarantee to Company towards Performance Security for an amount equal to 10% (Ten Percent) of the total estimated Contract Price. The Performance Security shall be submitted in the prescribed format.
- 26.02 The proceed of the Performance Bank Guarantee shall be payable to the Company as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract without prejudice to any of the rights or remedies the Company may be entitled to as per terms & conditions of the Contract. The proceeds of the Performance Bank Guarantee shall also govern the successful performance of goods & services during the entire period of Warrantee/Guarantee.

## SECTION - V

- 26.03 The performance security specified above must be valid for two years after the date of expiry of the tenure of the Contract for supply & commissioning to cover the warranty obligations indicated in Clause 6.0 of Section V hereof. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The Company will discharge the same not later than 30 days after the expiry of 'Period of Liability'.
- 26.04 Performance Security towards the Operation & Maintenance (O&M) of the plant shall be submitted after Mechanical Completion & prior to commissioning of the installations. This PBG should be for 10% of the contract value for 3 years O&M and should be valid throughout the O&M contract period plus 3 months.
- 26.05 The Performance Bank Guarantee shall be enforceable at Duliajan, Guwahati, Delhi and Kolkata.
- 26.06 The Performance Bank Security shall not accrue any interest.

### **27.00 INVOKATION OF PERFORMANCE BANK GUARANTEE:**

- 27.01 In the event of the Contractor failing to honour any of the commitments entered into under the Contract and/or in respect of any amount due from the Contractor to the Company, The Company shall have an unconditional option under the guarantee to invoke their performance bank guarantee and clear the amount from Bank.

### **28.00 LIQUIDATED DAMAGES / COMPENSATION:**

- 28.01 In the event of the Contractor's default in timely completion of the work under the provisions of this Contract, the Contractor shall be liable to pay liquidated damages at the rate of 0.75% (Three Quarter Percent) of the total Contract Price for each week (7 days) or a part thereof of delay till the works are completed, subject to a maximum of 10%(Ten Percent) of the total calculated Contract Price (excluding O&M Price). The Company may without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any amount due to the Contractor.
- 28.02 Both the Contractor & the Company agree that the above percentages of liquidated damage is genuine pre-estimates of loss/damage, which the Company would have to suffer on account of delay/breach on the part of the Contractor and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such delay/breach. Decision of the Company in the matter of applicability liquidated damage shall be final & binding on the Contractor.

## **SECTION - V**

28.03 The above clause (i.e. Clause No. 28.0) with all its sub-clauses shall be referred to as **Liquidated Damage / Compensation Clause** of this tender document

### **29.00 SUBSEQUENTLY ENACTED LAWS:**

29.01 Subsequent to the date of submission of offer by the Contractor, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/ reduction in cost to the Contractor on account of the operation under this contract, the Company / the Contractor shall reimburse/pay the Contractor/ the Company for such additional / reduced cost actually incurred.

### **30.00 ASSOCIATION OF COMPANY'S PERSONNEL:**

30.01 The Company may depute one or more than one representative (s) / Engineer (s) to act on its behalf for overall co-ordination and operational management at location. The Company's representative will be vested with the authority to order any changes in the scope of work to the extent so authorized and notified by the Company in writing. Company's representative shall liaise with the Contractor and monitor progress to ensure timely completion of the jobs. Company's representative shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the Contract.

30.02 The Company's representatives shall have free access to all the equipment of the Contractor during operations as well as idle time for the purpose of observing / inspecting the operations performed by the Contractor in order to judge whether, in the Company's opinion, the Contractor is complying with the provisions of the Contract.

### **31.00 LABOUR:**

Before starting the work the Contractor shall obtain a license from competent authority under the Contract Labour Act 1970 and furnish a copy of it to the Company. The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time, which can be obtained from the District Authorities of the area. The facilities to be given to the laborers should conform to the provisions of labour laws as per Contract Labour (Regulation and Abolition) Act, 1970.

## **SECTION - V**

### **32.00 SAFETY**

32.01 The Contractor shall take all measures necessary to protect the personnel, work and facilities and shall observe safety rules and regulations as per Oil Mines Regulation & other statutory provisions. No smoking or open flame shall be permitted while operating inside Industrial area or any stations of the Company.

32.02 The Contractor shall report, as soon as possible, any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and then immediately take the first emergency control steps conforming to good operation practice and safety regulations.

### **33.00 PROTECTION OF PROPERTY AND EXISTING FACILITIES:**

33.01 The Contractor shall perform each work in such a manner as will prevent damage to the Company's property and conform to and are consistent with, operational practices of hydrocarbon industries. Any permanent damage /loss to the Company's pipeline, assets and plants due to actions undertaken by the Contractor in order to provide the services envisaged under this Contract shall have to be remedied by the Contractor, entirely at their own cost. This cost shall include and not be limited to actual replacement of such damaged pipeline, assets or plants, or payment of actual replacement cost in relation thereto as may be incurred by the Company.

33.02 The CONTRACTOR shall take sufficient care in moving his plants, equipments and materials from one place to another so that they do not cause any damage to any person or to the property of COMPANY or any third party including overhead and underground cables and in the event of any damage resulting to the property of COMPANY or of a third party during the movement of the aforesaid plant, equipment or materials, the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by COMPANY or ascertained or demanded by the third party shall be borne by the CONTRACTOR.

### **34.00 PERFORMANCE OF WORK:**

34.01 The Contractor shall submit daily reports to EIC detailing progress of different operations as per the scope of the work. The Company, at its option may change the periodicity of such reports. In addition, they shall submit the complete job report (with all pertinent details to serve permanent record) within 15 (Fifteen) days from the date of completion of each individual job. The manner and the speed of execution and maintenance of the operations are to be conducted in a manner to the satisfaction of the Company's representative. Should the rate of progress of the operations or any part of them is at any time too slow in the opinion of the Company's representative, (to ensure completion of the operations within schedule) the Company's representative may so notify the

## **SECTION - V**

Contractor in writing. The Contractor shall reply to the written notice giving details of the measures, which he proposes to take to expedite the operations. If no satisfactory reply to the Company's notice is received in seven days, the Company shall be free to take necessary actions as deem to be fit.

### **35.00 PERMITS & CERTIFICATES:**

35.01 The Contractor shall procure, at his expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the works is to be performed, and Contractor further agrees to hold COMPANY harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. COMPANY will provide necessary permits for Contractor's personnel to undertake any work in India in connection with Contract.

### **36.00 POLLUTION AND CONTAMINATION:**

36.01 Contractor shall be responsible for loss or damage from pollution or contamination arising out of or resulting from any of the Contractor's services/operation unless such pollution or contamination is for reasons beyond the control of the Contractor.

## **Section - I. END OF SECTION-V**

## SECTION - VI

### SPECIAL CONDITIONS OF CONTRACT

Special Conditions of the Contract shall be read / interpreted in conjunction with the General Conditions of the Contract, however if any part is observed to be repugnant or at variance with the provisions of the General Conditions of the Contract, to the extent it cannot be reconciled, the Special Conditions of the Contract shall override the general conditions for that part.

#### **01.00 DEFINITION OF SPECIAL TERMS**

- 01.01 In this **CONTRACT** the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires.
- 01.02 “**THE COMPANY/OWNER/OIL**” means Oil India Limited, a Government of India Undertaking having its registered office at Duliajan, Assam.
- 01.03 The “**ENGINEER/ENGINEER-IN-CHARGE (EIC)**” means the person designated from time to time for supervision and liaison with the CONTRACTOR by OIL and includes those who are expressly authorized to perform on his behalf for operation of this CONTRACT.
- 01.04 “**STEP**” means Saipem Triune Engineering Private Limited, which is EPMC for this Contract.
- 01.05 The “**WORK**” mean and include all items to be supplied, things to be done and services to be provided and activities to be performed by the CONTRACTOR, pursuant to and in accordance with the CONTRACT, or part thereof, as the case may be, and shall include all extra, additional, altered or substituted items/things/activities/services as required for purpose of the CONTRACT.
- 01.06 The “**PERMANENT WORK**” means works, which will be incorporated in, and form a part of the WORK to be handed over to the OWNER by the CONTRACTOR on successful completion of the CONTRACT.
- 01.07 “**TEMPORARY WORKS**” means all works of temporary nature required in or execution, completion or maintenance of WORKS.
- 01.08 “**CONSTRUCTION EQUIPMENT**” means all appliances/equipment and things that are used in for the execution, operation and maintenance of the WORK or TEMPORARY WORKS.
- 01.09 “**CONTRACT DOCUMENTS**” means collectively the Tender Document with Designs, Drawings, Specification, Condition, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.
- 01.10 The “**SPECIFICATION**” means all directions, the various technical specifications, provisions attached and referred to in the Tender Document, which pertain to the method and manner of performing the

## SECTION - VI

works, to the quantities and qualities of the works and the materials to be supplied under the CONTRACT for the WORKS, as may be amplified or modified by the OIL during the performance of CONTRACT in order to provide the unforeseen conditions or in the best interests of the WORKS. It shall also include the latest edition of relevant Standard Specifications including all addenda/corrigenda published before entering into CONTRACT.

- 01.11 The “**DRAWINGS**” means maps plans and tracings or prints or sketches thereof with any modifications approved in writing by the ENGINEER-IN-CHARGE and such other drawing as may, from time to time, be furnished to or approved in writing by the ENGINEER-IN-CHARGE in connection with execution of the CONTRACT.
- 01.12 The “**TENDER**” means the proposal along with supporting documents submitted by the CONTRACTOR for consideration by the OWNER.
- 01.13 “**MOBILISATION**” means start date of Kick Off Meeting
- 01.14 The “**PERIOD OF LIABILITY/PERFORMANCE LIABILITY PERIOD**” in relation to a WORK means the specified period of 2 (Two) years from the date of COMPLETION CERTIFICATE up to the date of issue of FINAL CERTIFICATE during which the CONTRACTOR stands responsible for rectifying all defects that may appear in the WORKS executed by the CONTRACTOR in pursuance of the CONTRACT and includes warranties against Manufacturing/Fabrication/Construction defects covering all materials plants, equipment, components supplied by the CONTRACTOR and WORKS.
- 01.15 “**SITE**” means the lands and other places on, under, in or through which the PERMANENT WORKS are to be carried out and any other lands or places provided by the OWNER for the purpose of the CONTRACT.
- 01.16 “**NOTICE IN WRITING OR WRITTEN NOTICE**” means a notice in written typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the address and shall be deemed to have been delivered.
- 01.17 “**DAY**” means a day of 24 hours from midnight to next consecutive midnight, irrespective of the number of hours worked in that day.
- 01.18 “**WORKING DAY**” means any DAY, which is not declared to be holiday or rest day by the OWNER.
- 01.19 “**WEEK**” means a period of any consecutive seven days.
- 01.20 The “**CONTRACT PRICE /VALUE OF CONTRACT**” means the sum accepted or the sum calculated in accordance with the prices accepted in the BID and/or the CONTRACT rates as payable to the CONTRACTOR for the full and proper performance of their contractual obligations.

## SECTION - VI

- 01.21        **“PLANT”** means all the facilities; infrastructure and works that are stipulated for creation/setting up/construction/laying/ completion/integration vide TECHNICAL- scope of Work (VOL-II) of this tender document.
- 01.22        Subject to Sub-clause 01.23 below, **“PROJECT”** means all such activities that the **“IMPLEMENTATION SCHEDULE”** shall stipulate to execute & complete in all respects for creation of the **“PLANT”** and putting the same into operation.
- 01.23        **“IMPLEMENTATION SCHEDULE”** shall mean a plan in the form of, inter alia, a bar chart of all the key activities of the **“PROJECT”**, mutually agreed upon by the CONTRACTOR & the COMPANY, for systematic execution of the **“PROJECT”** in a safe, secure & environment-friendly manner as per the time frame quoted by the successful bidder and subsequently agreed upon by the CONTRACTOR & the COMPANY.
- 01.24        **“COMPLETION OF THE PROJECT”** shall mean putting the entire **“PLANT”** into operation. Accordingly **“DATE OF COMPLETION OF THE PROJECT”**, subject to sub-clause 01.25 & 01.26 below, shall mean the day the entire plant is put into operation.
- 01.25        Subject to sub-clause 01.26 below, **“COMMISSIONING OF THE PROJECT / THE PLANT”** shall mean **“COMPLETION OF THE PROJECT”** plus successful Performance Guarantee Test Run of the plant with **“DESIRED PERFORMANCE LEVEL”** from the day of its being put into operation / **“DATE OF COMPLETION OF THE PROJECT”**. In the event of malfunctioning/defects during the Performance Guarantee Test Run of the plant with its **“DESIRED PERFORMANCE LEVEL”**, the **“DATE OF COMPLETION OF THE PROJECT”** shall mean the day of rectification of such malfunctioning/defects etc. and **“COMMISSIONING OF THE PLANT”** shall mean successful Performance Guarantee Test Run with its **“DESIRED PERFORMANCE LEVEL”** post the day of rectification of such malfunctioning/defects.
- 01.26        **“DESIRED PERFORMANCE LEVEL”** of the PLANT means successful Performance Guarantee Test Run.
- 02.00        STATUTORY NOTIFICATIONS /PERMISSIONS /APPROVALS  
/CLEARANCES /CERTIFICATIONS :**
- 02.01        The Contractor shall be responsible for notifying and obtaining permissions / approvals / clearances from such statutory authorities / Govt. agencies / Govt. departments as stipulated vide prevailing acts/laws/bye-laws/rules/regulations, for setting up the plant / execution of the project and movement of his men, material & equipment.
- 02.02        The Contractor shall be responsible for obtaining Central Mining Research Institute’s (CMRI’s) certification of all electrical items for use in hazardous areas/zones and approval of the same from Directorate

## SECTION - VI

General of Mines Safety (DGMS). The Contractor shall also be responsible for obtaining such necessary certification and approval of all other items/equipment as may be required vide provisions of prevailing acts/laws/bye-laws/rules/regulations or otherwise, in absence of such provisions; to cater to sound industry norms.

02.03 The Company shall issue all necessary letters & guarantees. If required, the Company's representative shall accompany/assist the Contractor for facilitating the process. The ultimate responsibility of completing the process and obtaining the permissions/approvals/clearances in time, subject to fulfillment of prevailing laws, shall however rest with the Contractor.

02.04 Any delay in obtaining statutory permission / approval / clearances / certification or any social/socio-political factor shall not form a basis for extension in completion period. The Company shall not be responsible for any hindrance in the day-to-day work for such delay.

02.05 Inspection and acceptance of the equipment/facility/work or a part thereof shall not relieve the Contractor from any of his responsibilities under the Contract.

### **03.00 LABOUR LICENSE**

03.01 The Contractor, before starting the work shall obtain a license from concerned authorities under the Contract Labour (Abolition and Regulation) Act 1970, and furnish a copy of the same to the Company. Contractor shall also be responsible for its validity and for complying with provisions of all applicable Act, Rules and Regulation in force at the locations of the site.

### **04.00 LUMP SUM TURNKEY (LSTK) CONTRACT WITH OPERATION & MAINTENANCE (O&M) OF THE PLANT**

04.01 The entire work as per Scope of Work covered under Technical-Scope of Work (Vol-II) of this tender document shall be treated as "LUMP SUM TURNKEY CONTRACT WITH OPERATION & MAINTENANCE OF THE PLANT" for the specified period.

### **05.00 RESPONSIBILITY OF THE CONTRACTOR**

05.01 The contractor shall be responsible for all that are covered in Technical-Scope of Work (Vol-II), Schedule of Rates (Section IV), General Conditions of Contract (Section V), Special Conditions of Contract (Section VI) and elsewhere expressed in this tender document and subsequently, stipulations of the contract agreement to be entered into between the Company & the Contractor.

05.02 The Contractor shall bear all the cost in his quoted price towards mobilisation at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment and clearing the site etc.

## SECTION - VI

- 05.03 The Contractor shall be solely responsible for making available all requisite construction equipment, special aids, cranes, transport facilities, tools, tackle and testing equipment and appliances for successful execution of the work.
- 05.04 Preparing approaches and working areas for the movement and operation of the equipment, leveling the areas for assembly and erection shall also be the responsibility of the Contractor. The Contractor shall acquaint himself with access availability, facilities, local labour etc. to provide suitable allowances in his quotation. The Contractor may have to build temporary access roads to aid his own work. Contractor shall not use materials issued by OIL, if any, for installation purposes for laying temporary lines, erection etc. Misuse of materials will be seriously viewed and deductions at penal rates of landed cost of materials as purchased by the Company and all additional overheads will be made from the Contractor's bills for such quantities that are misused.
- 05.05 The Contractor shall take utmost care not to damage or interfere with any Public Utility System, OIL's benchmarks, proximate facilities & operations during execution of the project. Any inadvertent damage / interference caused however shall be expressly repaired / restored to the original state by the Contractor at his own cost.
- 05.06 The Contractor, for Operation & Maintenance of the Central Gas Gathering Station and Off-Take Point and the Field Gathering Station, may choose to make arrangements with OEM's for annual AMCs/Warranties of their respective equipment supplied under this contract, which may be endorsed to OIL on back to back basis but the primary responsibility for execution of the project including the O&M service shall rest with the bidder entirely.
- 05.07 The Contractor shall have to make his own arrangements for water, electricity etc required for construction & commissioning at his own cost.
- 05.08 The Contractor shall at his own cost construct all temporary buildings like field office, Godown, workshops, etc. & provide suitable water supply & sanitary arrangements for their site personnel.
- 05.09 The Contractor shall be responsible for obtaining relevant ISO/ISRS certification for both the stations.
- 06.00 OIL'S OBLIGATIONS**
- 06.01 OIL shall provide for this project, sites at Madhuban & Chabua with boundary wall.
- 06.02 OIL shall provide land for constructing site office, Godown, workshops, etc. within the project premises.

## **SECTION - VI**

### **07.00 CONTRACTOR'S SITE OFFICE**

07.01 Immediately after intimation of award of the contract, the Contractor shall open a SITE OFFICE at a proximate location to the project site for supervision and control of project as well as effective liaison with OIL. The Contractor shall nominate Site-In-Charge (s) for coordination and supervision with OIL's Engineer-In-Charge.

### **08.00 REPORTING OF PROGRESS & DOCUMENTATION**

08.01 The Contractor shall submit to OIL's EIC fortnightly reports on execution/progress of the project vis-à-vis the Implementation Schedule. The project module of OIL's ERP system shall be used to carry out the project progress analysis and therefore, it shall be Contractor's responsibility to forward the reports on this format.

08.02 The Contractor shall prepare all drawings & documentation and submit the same to OIL's/STEP's EIC in time in the manner and as stipulated in the Technical-Scope of Work (Vol-II) of this tender document.

### **09.00 WORK IN MONSOON & DEWATERING**

09.01 The execution of the work may entail working in the monsoon also. The Contractor must therefore cater adequately for such situations as may be required for the job and plan and execute the project in strict adherence to Implementation Schedule and according to the term and condition of the Contract. No extra rate shall be considered for such work in monsoon.

09.02 During monsoon and other period, it shall be the responsibility of the Contractor to keep the work site free from water at his own cost.

### **10.00 ENGINEER-IN-CHARGE (EIC)**

10.01 The Company will designate one or more EIC, who will be the contact persons for the Contractor. The EIC may sub-delegate responsibilities temporarily or for convenience of progress of the work. The EIC shall be responsible for certifying quality as well as the measurement taken for progressive payments.

### **11.00 CONTRACTOR'S REPRESENTATIVE**

11.01 The Contractor shall designate one or more CONTRACTOR'S REPRESENTATIVE (S), who shall be the Team Leader for execution of the project and also be the contact persons for the Company. The Team Leader should be capable of giving all decisions related to the execution of the project work.

### **12.00 CONTRACT PRICE**

12.01 The Contract Price shall be all inclusive lump sum prices for the entire Scope of Work in accordance with the Schedule of Rates (Section – IV) of

## SECTION - VI

this tender document. In particular, but not limited to, the Contract Price in respect of individual items of the Schedule of Rates must include the elements as given in I. through V. hereunder as well as take into consideration all that are given in VI hereunder.

### **A. Supplies**

#### **a) Foreign Supplies (Finished goods imported from outside India for this project):**

Prices of all such Foreign Supplies on CIF, Kolkata or elsewhere basis including packing & forwarding charges, and all duties, taxes etc. except Customs Duty. Foreign supplies for this project are eligible for import on 'NIL' Customs Duty. Quoted price therefore shall not include any Customs Duty. OIL will issue necessary Recommendatory Letter to Directorate General of Hydrocarbons (DGH) (Govt. of India) for availing 'NIL' Customs Duty on CIF values declared in Schedule of Rates (Section-IV).

#### **b) Indigenous Supplies (Goods to be supplied from within India including item having Import content):**

Prices of all such Indigenous Supplies on FOR dispatch point basis including packing & forwarding charges, and all duties, taxes & levies without any exception. However, Customs Duty for the import contents shall be Nil and also Excise Duty under Deemed Export shall be Nil and requisite Certificate for availing Nil Excise Duty and other benefits under Deemed Export shall be issued by OIL.

#### **c) Prices for commissioning spares and all mandatory spares as specified and all tools & tackles.**

### **B. Inland Transportation**

#### **a) Foreign Supplies (Finished goods imported from outside India for this project):**

Cost of transportation of all goods from Kolkata port (nearest port of entry into India) and/or from any other place/ works in India up to the Project site, including port & customs clearance and other incidentals at port of entry, handling, forwarding, loading/unloading from ships, trucks and all taxes and duties etc.

#### **b) Indigenous Supplies (Goods to be supplied from within India including item having Import content):**

Transportation cost of all goods from Contractor's works/ dispatch point up to the Project site, including handling, forwarding, loading/unloading from trucks and all taxes and duties etc.

## SECTION - VI

- c) Transit Insurance cost during the entire period covered under sub-clause 6.4 III A and/or 6.4 III B above as applicable to Foreign & Indigenous supplies and local / municipal / octroi / Assam Entry Tax/consumption tax etc. shall be included in the above transportation price. Beneficiary of all such insurance policies shall be OIL.

### **C. Site Work**

Cost of all site work as per Technical- Scope of Work (i.e. VOL-II) and in accordance with General & Special Conditions of Contract (i.e. Section-V & Section-VI respectively) related to (but not limited to) site transportation, safe storage/ security of all materials at site, erection/ construction/ creation/ installation, testing, acceptance tests and trial run up to successful commissioning of the Plant including rectification of defects/malfunctioning during the specified commissioning period.

### **D. Operation & Maintenance**

Cost of Operation & Maintenance of the plant as per Technical- Scope of Work (i.e. VOL-II) and in accordance with General & Special Conditions of Contract (i.e. Section-V & Section-VI respectively), inclusive of Works Contract Tax at prevailing rates during the currency of the Contract for a period of three (3) years.

### **E. Training**

The Contractor has to provide the required training to OIL's Personnel, for Operation & Maintenance of the Plants, within the quoted rate. The training arrangement to expose OIL personnel methodically may be based on OIL approved training module. The training module should form a part of the bid.

### **F. General**

- a) The Contract Price against individual items per Schedule of Rates (Section-IV) of this document shall be inclusive of, amongst others, basic & detailed design & engg. Documentation.
- b) The Contract Price shall be inclusive of installation/ commissioning charges; all taxes, duties and levies as applicable on the Works/offered goods and services under the Contract except Excise duty and customs duty in India on CIF values of goods declared in Proforma-B. The imported goods shall be consigned in the name of OIL.
- c) There may be shifting of "ENTERANCES" based on the actual acquisition of land without any major changes in the layout. The

## SECTION - VI

EPC Contractor has to carryout the modifications at the time of implementation without any price implications.

### **G. NOTES ON CONTRACT PRICE:**

Department of Revenue under Ministry of Finance, Govt. of India, vide circular No. 59/8/2003 DT 20.06.2003 (F.No. B3/7/2003-TRU) has clarified that commissioning and installation charges are for supply materials under turnkey contracts attract service tax. In case the commissioning and installation charges are shown as consolidated amount including cost of supply items, service tax shall be applicable on total consolidated price of the items. All activities other than the commissioning and installation of the plant/ machinery/ equipment *per se*, will not be chargeable to service tax.

In view of above, it is desirable that the bidder should show separately [as per format given in Schedule of Rates (Section-IV) installation and commissioning charges, which attract service tax while indicating total cost of each item and accordingly, service tax benefit should be availed to reduce total cost of the project.

- a) All demurrage, wharfage and other expenses incurred due to delayed clearance of goods, or for any other reasons, either at Indian port of entry, or at any clearing point, shall be to the successful bidder's account. The successful bidder shall be responsible for making all necessary arrangements for complying with all necessary formalities at the Indian port of entry.
- b) The Contract Price break-up in accordance with above and as per the Schedule of Rates shall be solely for the purpose of facilitating bid evaluation and payments to be released by the Company, and will not in any way limit the Contractor's single point total responsibility for the complete Scope of Work and for the Contractor's all contractual responsibilities/ obligations as stated in this Document.
- c) It is for the Contractor to assess and ascertain applicability of taxes, duties, levies etc. applicable under the Contract. It is clearly understood that except for the specific provision covered in these conditions, the Company will not have any liability, whatsoever, on account of taxes, duties, levies etc., till the complete execution of the Contract. The Company will also not have any liability, whatsoever, on account of taxes, duties, levies etc. which are based on the bidder's wrong assessment/ interpretation of applicability of such taxes, duties, levies etc.

## SECTION - VI

- d) If any tax is deductible at source as per Govt. laws, rules and regulations, the same will be so deducted by the Company from the Contractor's bills before releasing payments, and necessary certificate to that effect will be issued.
- e) Inspection/ certification of all goods/ services & works at all stages shall be done by OIL/STEP or its authorized representative for which no extra charges shall be borne by the Company.
- f) Conditional discount, if offered, shall not be considered for evaluation.
- g) Prices quoted by the Contractor shall be firm and fixed during the bidder's performance of the Contract. A bid submitted with an adjustable price quotation shall be considered non-responsive and hence, rejected.

Unit and total prices must be in words & figures.

### **13.00 TIME SCHEDULE**

- 13.01 The Contractor upon intimation of award of the contract shall prepare and submit to the Company an Implementation Schedule showing a plan of key activities in the form of, inter alia, a bar chart and ensure its strict adherence for completion of the project in all respects within the completion period as mentioned in Annexure-1.

### **14.00 DEVIATION FROM TIME SCHEDULE (LIQUIDATED DAMAGE)**

- 14.01 For delay in completion of the project beyond 24 (Twenty Four) months the Contractor shall be levied liquidated damages at the rate of 0.75% per week or part thereof of the project cost (excluding O&M charges) up to a maximum of 10%. This clause shall also be referred to as Liquidated Damage Clause of this tender.
- 14.02 The sub-clause no. 14.01 (Liquidated Damage Clause) above shall be read & interpreted in conjunction with sub-clause nos. 01.24 & 01.23 of this section (i.e. Section VI), which shall remain in full force & effect.

### **15.00 RELEASE OF PAYMENT**

- 15.01 Payment shall be released in the following stages:
  - a) **Upon completion of mobilisation:** -  
10% of the project cost (excluding O&M charges) subject to furnishing equivalent Bank Guarantee valid for the project completion time plus six months.

## SECTION - VI

- b) **Progressive payments (against completion of project milestones):** -  
70% of the project cost (excluding O&M charges)
- c) **Upon commissioning of the plant:** -  
20% of the project cost (excluding O&M charges).

15.02 Payment against mobilisation (mobilisation advance) as in sub-clause 15.01 a) shall accrue interest @ 1% above Bank interest p.a. for the project completion period.

The above clause (i.e. Clause No. 15.00) with all its sub-clauses and the ensuing Clause Nos. 16.00 & 17.00 shall be referred to as **Payment Clause** of this tender document.

### 16.00 PERFORMANCE SECURITY

16.01 Bank guarantees to be furnished by the Contractor as stated in clause no. 15.00 above shall form the performance security amount. Default by the Contractor to meet the obligations of warranty & assurance shall forfeit such performance security amount in favour of the Company. This clause shall also be referred to as **Performance Security Clause** of this tender.

### 17.00 SCHEDULE OF PAYMENT: LSTK

Schedule of payment, subject to clause 13.0 through 17.00 above, shall be as following:

#### A. PROGRESSIVE PAYMENTS AGAINST COMPLETION OF PROJECT MILESTONES

Progressive payments shall be up to a maximum limit of **80%** of the project cost (excluding O&M charges).

Such payments shall be released **monthly subject to minimum Invoice value of Rs. 1 Crore** in accordance with the following schedule, upon progress of individual work as per **Scope of Work** (i.e. VOL-II of this document) and as percentage of quoted price against each individual item per **Sr. No. 1 & 2 and Form no. SP-1 & 2 respectively of Schedule of Rates** (i.e. Section IV of this document).

S. No.	DESCRIPTION OF ACTIVITY/ EQUIPMENT/ MATERIAL	% Age Price to be released of Supply Rate (SP-1) After receipt of material at Site & acceptance	% Age Price to be released of Services rate (SP- 2) After Erection & acceptance
1	Slug Catchers, Separators	80	80
2	Indirect Bath Heaters	80	80
3	Filter Separators, KO Drums, Instrument Air Receiver, CBD Vessels, Gas Filters, OWS Drain	80	80

**SECTION - VI**

	Pit		
<b>4</b>	Tanks	80	80
<b>5</b>	Loading Pumps, Recycle pumps, Raw Water Pumps, Effluent Pumps, Measuring Pumps, Oily Water Pumps	80	80
<b>6</b>	Flare Package	80	80
<b>7</b>	Water Treatment Package	80	80
<b>8</b>	Instrument Air Package	80	80
<b>9</b>	Effluent Treatment Packages	80	80
<b>10</b>	Atmospheric Gauge Tank Package	80	80
<b>11</b>	Data Header Package	80	80
<b>12</b>	Corrosion Inhibitor Package	80	80
<b>13</b>	Fuel gas Heater Package	80	80
<b>14</b>	Gas Generating Sets and DG sets.	80	80
<b>15</b>	Laboratory instruments/ items	80	80
<b>16</b>	Piping items including Pipes, valves, fittings, flanges, gaskets and fasteners	80	80
<b>17</b>	Electrical items	80	80
<b>18</b>	Instrument items	80	80
<b>19</b>	DCS, PLC, Plasma	80	80
<b>20</b>	Commissioning Spares	80	-
<b>21</b>	Mandatory Spares	80	-
<b>22</b>	Chemicals & Lubricants	80	-
<b>23</b>	<b>Construction Material</b>		
<b>A</b>	Cement	80	-
<b>B</b>	Insulation	80	80
<b>C</b>	Painting	80	80
<b>24</b>	Structural Steel	80	-
<b>25</b>	Any other item not covered but required for completion of work (Bidder to identify)	80	-
<b>26</b>	<b>Design &amp; Engineering</b>		
	Residual Process Design, Detailed Design and Engineering as per Contract documents.	-	80
<b>27</b>	<b>General Civil, Architectural and Structural Work</b>		
<b>A</b>	Upon progressive construction of all foundations	-	20
<b>B</b>	Upon Progressive erection of structures	-	20
<b>C</b>	Upon casting of First Floor Level & Completion of walls in Ground Floor	-	10
<b>D</b>	Upon casting of Roofs &	-	5

## SECTION - VI

	Completion of walls in First Floor		
<b>E</b>	Upon completion of balance work of construction of buildings	-	5
<b>F</b>	Upon Progressive construction of Roads, Drainage, Pavements etc.	-	10
<b>G</b>	Upon Completion of all balance work	-	10

### **B. UPON SUCCESSFUL COMMISSIONING OF THE PLANT 20% of the project cost excluding O&M charges**

#### **18.00 SCHEDULE OF PAYMENT: O&M**

18.01 Payment for O&M of the plant, subject to clause 18.02 below, shall be released monthly upon successful Operation & Maintenance of the plant in strict accordance with Scope of Work -Technical (Vol-II of this document) as per the quoted price at Sr. No. 4 & Form SP-3 of Schedule of Rates (i.e. Section IV of this document).

18.02 Malfunctioning/ defect(s) in the PLANT causing failure to operate the plant (on everyday basis) at the available per day throughput and/ or upset in the PLANT's DESIRED PERFORMANCE LEVEL shall warrant levy of penalty to the Contractor, which shall be deductible/ realised by the Company, from the monthly O&M charges in the following manner.

S.No.	Days of occurrence of failure to operate the plant (on everyday basis) at the available per day throughput and /or upset in the PLANT's DESIRED PERFORMANCE LEVEL	Amount deductible
i)	For every such occurrence for one day or part thereof in a month	Pro-rata O&M charges for one day
ii)	For total of more than one day up to seven day in a month	Pro-rata O&M charges for number of days
iii)	For total of more than seven day in a month	O&M charges for one complete month
iv)	For total of more than a month	As per above PLUS  The O&M contract shall be liable for termination as per Termination Clause of Section-V (GENERAL CONDITIONS OF CONTRACT).

Clause 17.00 & 18.00 above shall also be referred to as **Payment Clause** of this tender document.

#### **19.00 PATENTS, RIGHTS, LIABILITY AND COMPLIANCE OF REGULATION:**

## **SECTION - VI**

- 19.01 Contractor hereby warrants that the use or sale of the goods delivered hereunder will not infringe claims of any patent covering of such goods and Contractor agrees to be responsible for and to defend at his sole expense all suits and proceedings against COMPANY based on any such alleged patent infringement and to pay all costs, expenses and damages which COMPANY may have to pay or incur by reason of any such suit or proceedings. Final payment to the Contractor by the Company will not be made while any such suits or claim remains unsettled.
- 19.02 The Contractor shall indemnify COMPANY against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof.
- 19.03 For this purpose, the Company shall enter into a license agreement, if required, with the Contractor separately covering the forgoing over the period the equipment, software etc. are in actual use in the operations of the Company.
- 19.04 The bidder shall submit format of such agreement envisaged in sub-clause 19.3 hereof along with the bid.
- 19.05 Contractor shall also protect and fully indemnify COMPANY from any claims from Contractor's workman/employees or their heirs, dependants, representatives etc. or from any other person/ persons or bodies/companies etc. for any acts of commissions or omission while executing the Contract.
- 19.06 Contractor shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely COMPANY from any claims/penalties arising out of any infringements.

**END OF SECTION-VI**

**PROFORMA FOR LETTER OF AUTHORITY**

TO  
**HEAD (CONTRACTS)**  
Oil India Ltd.,  
P.O. Duliajan - 786 602  
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,

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

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

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

**Seal of the Bidder:**

**Note:** This letter of authority shall be on printed letterhead 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.

**PROFORMA FOR PRICE BID**

**Name of Work:**

DESIGN, RESIDUAL BASIC & DETAILED ENGINEERING, SOIL INVESTIGATION, PROCUREMENT, SUPPLY, MANUFACTURE, FABRICATION, CARRYING OUT ROUTE SURVEY WHEREVER REQUIRED FOR OVER DIMENSION OF CONSIGNMENTS, TRANSPORTATION OF ALL EQUIPMENT AND MATERIAL TO SITE INCLUDING LOADING, UNLOADING, STORAGE, INSURANCE, AND MAINTENANCE, INSTALLATION, CONSTRUCTION, OBTAINING ALL NECESSARY STATUTORY APPROVALS FROM CONCERNED GOVERNMENT AUTHORITIES AS APPLICABLE, HOOK UP, TESTING, PRE-COMMISSIONING, COMMISSIONING, SUCCESSFUL COMMISSIONING INCLUDING TOTAL PROJECT MANAGEMENT AND OPERATION & MAINTENANCE OF THE INSTALLATION FOR 3 YEARS AFTER PERFORMANCE GUARANTEE TEST RUN EXCLUDING SUPPLY OF ALL CONSUMABLES & SPARES OF 1 NO. CENTRAL GAS GATHERING STATION AND OFF-TAKE POINT AT MADHUBAN AND 1 NO. FIELD GATHERING STATION AT CHABUA, ASSAM, INDIA.  
(SPARE AND CONSUMABLES REQUIRED FOR OPERATION AND MAINTENANCE WILL BE PROVIDED BY OIL).

Description	Unit	Foreign Currency		Indian Currency	
		In Words	In Figure	In Words	In Figure
Supply, Installation & Commissioning of CGGS Madhuban	Lump Sum				
Supply, Installation & Commissioning of FGS Chabua	Lump sum				
Operation & Maintenance for 3 years after Commissioning of CGGS Madhuban	Lump Sum				
Operation & Maintenance for 3 years after Commissioning of FGS Chabua	Lump sum				

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

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

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

**Seal of the Bidder:**

**PROFORMA FOR BID FORM**

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

**Sub: Tender No.**

*Gentlemen,*

Having examined the General and Special Conditions of Contract and the Technical-Scope of Work 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 Technical-Scope of Work 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 180 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 \_\_\_\_\_ 2008.

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

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

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

**Seal of the Bidder:**

**PROFORMA-D**

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

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

<b>Section No.</b>	<b>Clause No. (Page No.)</b>	<b>Non-Compliance</b>	<b>Remarks</b>

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

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

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

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

**Seal of the Bidder:**

**NOTE:** OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the "**Statement of Non-Compliance**" in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

**PROFORMA FOR PERFORMANCE BANK GUARANTEE**

To:  
M/s. OIL INDIA LIMITED,  
**(HEAD-CONTRACTS)**  
Duliajan, Assam, India, Pin - 786 602.

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 **24 months** after Contract completion date).

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

Designation \_\_\_\_\_

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

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

Date .....

Place \_\_\_\_\_

**PROFORMA FOR AGREEMENT FORM**

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

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

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

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

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Volumes, Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
  - (a) Volume-II indicating the Technical – Scope of Work
  - (b) Section-IV indicating the Schedule of Rates/Payment.
  - (c) Section-V indicating the General Conditions of Contract;
  - (d) Section-VI indicating the Special Conditions of Contract;

**PROFORMA-F**

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.
  
4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)  
\_\_\_\_\_ )

for and on behalf of Contractor  
(M/s.

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

**PROFORMA-G**

**FORM OF BID SECURITY (BANK GUARANTEE)**

To:  
M/s. OIL INDIA LIMITED,  
For Head(Contracts)  
Duliajan, Assam, India, Pin - 786 602.

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No.: \_\_\_\_\_. KNOW ALL MEN BY these presents that we (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "Bank") are bound unto the Company in the sum of (\*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

THE CONDITIONS of these obligations are:

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

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

This guarantee will remain in force up to and including the date (\*\*) and any demand in respect thereof should reach the Bank not later than the above date.

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

Name of Bank & Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and Address)

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

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

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

\*\* Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid.

**PROFORMA-H**

**PROFORMA FOR UNDERTAKING FROM CONTRACTORS PERSONNEL**

I \_\_\_\_\_  
S/o \_\_\_\_\_ having permanent residence at \_\_\_\_\_  
Dist. \_\_\_\_\_  
am working with M/s. \_\_\_\_\_ as their employee. Now,  
I have been transferred by M/s. \_\_\_\_\_ for carrying  
out the contract job under Contract No. \_\_\_\_\_, which  
has been awarded in favour of my employer M/s. \_\_\_\_\_.

I hereby declare that I will not have any claim for employment or any service benefit  
from OIL by virtue of my deployment for carrying out contract job in OIL by M/s.  
\_\_\_\_\_.

I am an employee of \_\_\_\_\_ for all  
practical purposes and there is no privity of Contract between OIL and me.

-----  
Signature

Place:  
Date:

1.           NAME:  
              DESIGNATION:  
              DATE:
  
2.           NAME:  
              DESIGNATION  
              DATE:

**Annexure – 1**

**TIME SCHEDULE**

<b>Description of Work</b>	<b>Time of Completion</b>
Front End Engineering and Design, Residual Basic & Detailed Engineering, Soil Investigation, Procurement, Supply, Manufacture, Fabrication, Carrying out Route Survey wherever required for Over Dimension of Consignments, Transportation of all equipment and material to site including loading, unloading, storage, insurance and maintenance, Installation, Construction, Obtaining all necessary statutory approvals from concerned Government Authorities as applicable, Hook up, Testing, Pre-commissioning, Commissioning, Performance Guarantee Test Run including Total Project Management of 1 No. Central Gas Gathering Station and Off-take Point at Madhuban and 1 No. Field Gathering Station at Chabua, Assam, India.	24 months from the date of issue of Letter of Award.

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

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

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

**Seal of the Bidder:**