



## **FORWARDING LETTER**

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

**Sub: Tender No. CDG8907P19 for PMC services for setting up a Gas Engine Generator (GEG) based Power Plant having 3 Sets of GEGs of capacity 10 MW (approx.) each, at Duliajan Power Station, Assam against replacement of the existing 2 x 14.45 MW Gas Turbine Generators.**

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.

2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced Contractors through OIL’s e-procurement site for PMC services for setting up a Gas Engine Generator (GEG) based Power Plant having 3 Sets of GEGs of capacity 10 MW (approx.) each, at Duliajan Power Station, Assam against replacement of the existing 2 x 14.45 MW Gas Turbine Generators. One complete set of this Tender Document for hiring of above services is uploaded in OIL’s e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For your ready reference, few salient points of the Tender (covered in detail in the Bid Document) are highlighted below:-

|       |                                   |   |  |
|-------|-----------------------------------|---|--|
| (i)   | E-Tender No.                      | : | <b>CDG8907P19</b>                                |
| (ii)  | Type of Bidding                   | : | Online-Single Stage-Two Bid System               |
| (iii) | Tender Fee                        | : | INR 31500 or US \$ 525.00<br>(inclusive of GST). |
| (iv)  | Period of Sale                    | : | As mentioned in Online E-tender portal           |
| (v)   | Bid Closing Date & Time           | : | As mentioned in Online E-tender portal           |
| (vi)  | Technical Bid Opening Date & Time | : | As mentioned in Online E-tender portal           |

|         |                                       |   |   |
|---------|---------------------------------------|---|---|
| (vii)   | Price Bid Opening Date & Time         | : | Will be intimated only to the eligible/qualified Bidders nearer the time.   |
| (viii)  | Bid Submission Mode                   | : | Bids must be uploaded online in OIL's E-procurement portal  |
| (ix)    | Bid Opening Place                     | : | Office of CGM-Contracts<br>Contract Department,<br>Oil India Limited, Duliajan -786602,<br>Assam, India                       |
| (x)     | Bid Validity                          | : | 120 days from date of Bid Closing   |
| (xi)    | Mobilization Time                     | : | As defined in the tender  |
| (xii)   | Bid Security Amount                   | : | Rs.11.90 Lakhs or US\$ 17230.00   |
| (xiii)  | Bid Security Validity                 | : | 28.02.2019  |
| (xiv)   | Original Bid Security to be submitted | : | Office of CGM-CONTRACTS,<br>CONTRACTS DEPARTMENT,<br>OIL INDIA LIMITED, DULIAJAN,<br>ASSAM-786 602, INDIA                     |
| (xv)    | Amount of Performance Security        | : | 10% of Annualised Estimated Contract value  |
| (xvi)   | Validity of Performance Security      | : | Up to 15 months from date of completion of contract   |
| (xvii)  | Duration of the Contract              | : | 30 (Thirty) Months from the date of commencement of contract.   |
| (xviii) | Quantum of Liquidated Damage          | : | Refer clause No. 18.0 of General Conditions of Contract and Scope of Service, Part 3, Section- II, Sub-Sec. 3, clause no. 8.0 |
| (xix)   | Integrity Pact                        | : | Must be digitally signed & uploaded along with the Techno-commercial Bid.   |
| (xx)    | Bids to be addressed to               | : | CGM-Contracts,<br>Contract Department,<br>Oil India Limited, Duliajan-786602,<br>Assam, India.                                |
| (xxi)   | Last date of receipt of Queries       | : | 07.09.2018<br>(Queries received after 07.09.2018 will not be entertained)   |

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

authorized signatory who signs the Bid.

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

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

4.2 Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

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

4.4 Bidders must have a valid User ID to access OIL's e-Procurement site for submission of bid. Vendors having User ID & password can purchase bid documents **on-line through OIL's electronic Payment Gateway**. New vendor shall obtain User ID & password through online vendor registration system in e-portal and can purchase bid documents subsequently in the similar manner.

4.5 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view and download the available open tenders. **The detailed guidelines are available in OIL's e-procurement site (Help Documentation).** For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in), Ph.: 0374- 2807178/4903.

#### 4.6 **TENDER FEE:**

4.6.1 **MODE OF PAYMENT:** Tender fee should be paid only through the payment gateway available on OIL's e-Tender Portal. Generally, no other mode of payment shall be accepted.

#### 5.0 **IMPORTANT NOTES:**

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

- i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.
- ii) **BACKING OUT BY BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security

shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.

iv) **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: [www.oil-india.com](http://www.oil-india.com).

v) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 2.00 PM (IST) at the office of the GM-Contracts in presence of the authorized representatives of the bidders.

vi) The authenticity of digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.

vii) The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender portal. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in **"Technical Attachments" Tab only. Bidders to note that no price details should be uploaded in "Technical Attachments" Tab Page. Details of prices as per Price Bid format/Priced bid to be uploaded under "Notes & Attachments" tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria mentioned in Clause 1.0 of (B) Commercial Evaluation Criteria.**

RFx Response Number 60037504 RFx Number TESTARUP Status In Process Submission Deadline 15.04.2017 11:00:00 INDIA Opening Date 15.04.2099 00:00:00 INDIA  
 RFx Response Version Number Active Version RFx Version Number 1

RFx Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions Technical Attachments

Go to this Tab "Notes and Attachments"

Go to this Tab "Technical"

▼ Notes

Clear

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

▼ Attachments

▼ cFolder Attachments

Add Attachment Delete Verify Signature

| cFolder Name                        | Category | Description | File Name | Version | Processor | Che |
|-------------------------------------|----------|-------------|-----------|---------|-----------|-----|
| The table does not contain any data |          |             |           |         |           |     |

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

**Note:**

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

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

Thanking you,

Yours faithfully,  
**OIL INDIA LIMITED**

(A J Sarmah)  
**DY. GENERAL MANAGER CONTRACTS**  
**FOR CGM-CONTRACTS**  
**For RESIDENT CHIEF EXECUTIVE**

**PART - 1**  
**INSTRUCTIONS TO BIDDERS**

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

**A. BID DOCUMENTS**

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

- (a) A Forwarding Letter highlighting the following points:
  - (i) Company's Tender No. & Type and Tender Fee
  - (ii) Bid closing date and time
  - (iii) Bid opening date and time
  - (iv) Bid submission Mode
  - (v) Bid opening place
  - (vi) Bid validity, Mobilisation time & Duration of contract
  - (vii) The amount of Bid Security with validity
  - (viii) The amount of Performance Guarantee with validity
  - (ix) Quantum of liquidated damages for default in timely mobilization
- (b) Instructions to Bidders, (Part-1)
- (c) Bid Evaluation Criteria/Bid Rejection Criteria, (Part-2)
- (d) General Conditions of Contract, (Part-3, Section-I)
- (e) Special Conditions of Service, (Part-3, Section-II)
- (f) Schedule of Rates (Part-3, Section-III)
- (g) Payment Terms, (Part-3, Section-IV)
- (h) Price Schedule Format, (Proforma-B)
- (i) Bid Form, (Proforma-C)
- (j) Statement of Non-Compliance, (Proforma-D)
- (k) Bid Security Form, (Proforma-E)
- (l) Performance Security Form, (Proforma-F)
- (m) Agreement Form, (Proforma-G)
- (n) Proforma of Letter of Authority, (Proforma-H)
- (o) Authorisation for Attending Bid Opening, (Proforma-I)
- (p) Integrity Pact, (Annexure-A)
- (q) Safety Measures (Annexure-X)
- (r) Proforma of Bank Guarantee towards PP-LC (Annexure-XI)
- (s) Annual Turnover & Net worth of Bidder (Annexure-B)
- (t) Forms 1,2,3 & 5 and Checklist Form 4 (Section VII)

**Note: If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail. Similarly, Special Conditions of Service shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions of Special Conditions of Service shall prevail over those in the GCC.**

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

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

**3.0 TRANSFERABILITY OF BID DOCUMENTS:**

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

**4.0 AMENDMENT OF BID DOCUMENTS:**

- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum.
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the "Technical RFx Response" under the tab "Amendments to Tender Documents". All prospective bidders to whom Company has issued the Bidding Documents shall also be intimated about the amendments through post/courier or by Fax or e-mail. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. **Bidders are to check from time to time the E-Tender portal ["Technical RFx Response" under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

**B. PREPARATION OF BIDS**

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

**5.1 BIDDER'S/AGENT'S NAME & ADDRESS:**

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

**6.0 DOCUMENTS COMPRISING THE BID:**

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

**(A) TECHNICAL BID**

- (i) Complete technical details of the services and equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with Clause 10.0.

- (iii) Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original Bid Security should be sent as per Clause No. 11.10 below.
- (iv) Copy of Bid-Form without indicating prices in Proforma-C
- (v) Statement of Non-compliance as per Proforma-D
- (vi) Copy of Priced Bid **without indicating prices** (Proforma-B)
- (vii) Integrity Pact digitally signed by OIL's competent personnel as Annexure-A, attached with the bid document to be digitally signed by the bidder.
- (viii) Bid Evaluation Sheet (Proforma-J)
- (ix) Technical Evaluation Sheet (Proforma-K)

**(B) PRICED BID**

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

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

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

**7.0 BID FORM:**

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

**8.0 BID PRICE:**

- 8.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E- Tender Portal in **"Notes & Attachment"** Tab. Unit prices must be quoted by the bidders, both in words and in figures.
- 8.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 8.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made 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.

**9.0 CURRENCIES OF BID AND PAYMENT:**

- 9.1 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.
- 9.2 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.



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

- 10.1 These are listed in **BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC), PART-2** of the Bid document.

**11.0 BID SECURITY:**

- 11.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 11.9 hereunder.

- 11.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" or an equivalent amount in other freely convertible currency and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT/Tender vide **Proforma-E** or online payment through OIL's e portal in or an irrevocable Letter of Credit (L/C) from any of the following Banks –

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

b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, or

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

d) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non Scheduled Bank of India shall not be acceptable.

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

- 11.3 **Bidders can submit Bid Security on-line through OIL's electronic Payment Gateway.**

- 11.4 Any bid not secured in accordance with **sub-clause 11.2** above shall be rejected by the Company as non-responsive.

- 11.5 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.

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

- 11.7 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such

time the Performance Security in conformity with **Clause 29.0** below is furnished.

11.8 Bid Security shall not accrue any interest during its period of validity or extended validity.

11.9 The Bid Security may be forfeited:

- i) The bidder withdraws the bid within its original/extended validity.
- ii) The bidder modifies/revise their bid suo-moto.
- iii) Bidder does not accept the order/contract.
- iv) Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
- v) If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder

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

11.11 **The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC must be uploaded by bidder along with the Technical bid in the “Technical Attachment” tab of OIL’s E-portal.** The original Bid Security shall be submitted by bidder to the office of CGM-Contracts, Oil India Ltd., Duliajan-786602(Assam), India in a sealed envelope which must reach CGM-Contract’s office on or before 12.45 Hrs (IST) on the Bid Closing date.

11.12 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.

11.13 The Bank Guarantee issuing bank branch must ensure the following:

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

- i) “MT 760 / MT 760 COV for issuance of bank guarantee.
- ii) “MT 760 / MT 767 COV for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602. The Bank details are as under:

| Bank Details of Beneficiary |                |   |
|-----------------------------|----------------|---|
| <b>a</b>                    | Bank Name      | AXIS BANK LTD   |
| <b>b</b>                    | Branch Name    | DULIAJAN BRANCH   |
| <b>c</b>                    | Branch Address | DAILY BAZAR, JYOTI NAGAR,DULIAJAN , DIST. DIBRUGARH, ASSAM , PIN 786602<br><b>State:</b> <u>ASSAM</u> |

|          |                     |   |
|----------|---------------------|---|
| <b>d</b> | Banker Account No.  | 910020040028220                         |
| <b>e</b> | Type of Account     | Current Account                         |
| <b>f</b> | IFSC Code           | <u>UTIB0001129</u>                      |
| <b>g</b> | MICR Code           | <u>786211302</u>                        |
| <b>h</b> | SWIFT Code          | AXISINBB140                             |
| <b>i</b> | Contact No.         | +919706011291                           |
| <b>j</b> | Contact Person Name | RUPAM BHUYAN                            |
| <b>k</b> | Fax No.             | 03742800089                             |
| <b>l</b> | Email Id            | <u>duliajan.branchhead@axisbank.com</u> |

## **12.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:**

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

~~12.2 If the bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly indicating the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.~~

~~— In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.~~

## **13.0 PERIOD OF VALIDITY OF BIDS:**

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

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

## **14.0 SIGNING OF BID:**

14.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally

signed by the bidder using “Class 3” digital certificates with Organizations Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAL), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having “Organization Name” field other than Bidder’s Name are not acceptable. However, aforesaid Digital Signature Certificates having Bidder’s Name in the “Organization Name” field are acceptable.

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

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney shall be submitted by bidder as mentioned in Para 15.1 below.

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

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

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

## **15.0 SUBMISSION OF BIDS**

- 15.1 The tender is processed under Single Stage-Two Bid System. Bidder shall submit the Technical Bid and Priced Bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form

through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in **"HELP DOCUMENTATION"** available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical RFx Response" under "Techno-Commercial Bid" Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just below the "Tendering Text" in the attachment link under "Techno-Commercial Bid" Tab under General Data in the e-portal. **No price should be given in the "Technical RFx Response", otherwise bid shall be rejected.** The priced bid should not be submitted in physical form which shall not be considered.

However, the following documents in two sets should necessarily be submitted in physical form in sealed envelope superscribing the "IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to CGM-Contracts, Oil India Ltd., Duliajan-786602(Assam) on or before 12.45 Hrs(IST) on the bid closing date indicated in the IFB :

- i) The Original Bid Security along with 2(two) copies
- ii) Power of Attorney for signing of the bid digitally
- iii) Any other document required to be submitted in original as per bid document requirement.
- iv) Printed catalogue and literature if called for in the bid document.

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

- 15.2 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-D of the bid document and the same should be uploaded along with the Technical Bid.
- 15.3 Timely delivery of the documents in physical form as stated in Para 15.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.
- 15.4 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

**16.0 INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:**

Foreign bidders shall clearly indicate in their bids whether they have an Agent/Representative/Retainer/Associate in India. In the event the overseas bidder is having an Agent/Representative/Retainer/Associate in India, the bidder should furnish the name and address of their Agent/Representative/Retainer/Associate in India and clearly indicate nature and extent of services to be provided by such an Agent/Representative/Retainer/Associate in India and also stating in their bids

whether the Agent/Representative/Retainer/Associate is 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/Representative/Retainer/Associate in non-convertible Indian currency according to Import Trade Regulation of India. Unless otherwise specified, it will be assumed that agency commission is not involved in the particular bid.

Further, overseas bidders shall submit their bids directly and not through their Agent/Representative/Retainer/Associate in India. Bid submitted by Indian Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. Moreover, one Indian Agent/Representative/Retainer/ Associate cannot represent more than one foreign bidder against the IFB.

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

**17.0 DEADLINE FOR SUBMISSION OF BIDS:**

- 17.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached.
- 17.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 17.3 The documents in physical form as stated in Para 15.1 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs(IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

**18.0 LATE BIDS:** Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. The documents in physical form mainly the Original Bid Security if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

**19.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

- 19.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time.
- 19.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 19.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the

Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL.

**20.0 EXTENSION OF BID SUBMISSION DATE:**

Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons. In case of receipt of only one Bid on the Bid Closing Date and Time, OIL may extend the Bid Closing /Opening Date by 2(two) weeks. However, the bidder whose bid has been received within the bid closing date and time, will not be allowed to revise their Bid/prices. Withdrawal of such Bid is also not permitted.

**21.0 BID OPENING AND EVALUATION:**

- 21.1 Company will open the Technical Bids, including submission made pursuant to clause 19.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per **Proforma-I**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical RFx Response" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical RFx Response" Tab Page only in the E-portal.
- 21.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 21.3 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 19.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 21.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security and such other details as the Company may consider appropriate.
- 21.5 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 21.3.
- 21.6 Normally, no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

- 21.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 21.8 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.
- 21.9 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

## **22.0 OPENING OF PRICED BIDS:**

- 22.1 Company will open the Priced Bids of the technically qualified Bidders on a specific date in presence of representatives of the qualified bidders. The technically qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 22.2 The Priced bids of the unsuccessful bidders which remain unopened with OIL may be returned to the concerned bidders on request only after receipt of Performance Security from the successful bidders after issue of Letter of Award (LOA) by OIL.
- 22.3 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.
- 22.4 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

## **23.0 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.



**24.0 EVALUATION AND COMPARISON OF BIDS:**

The Company will evaluate and compare the bids as per **BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC), PART-2** of the Bid Documents.

**24.1 DISCOUNTS / REBATES:**

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

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

**24.3 LOADING OF FOREIGN EXCHANGE:**

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

**24.4 EXCHANGE RATE RISK:**

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

**24.5 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.

**25.0 CONTACTING THE COMPANY:**

25.1 Except as otherwise provided in **Clause 21.0** 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 21.6**.

25.2 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.

**D. AWARD OF CONTRACT****26.0 AWARD CRITERIA:**

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

**27.0 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.

**28.0 NOTIFICATION OF AWARD:**

- 28.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.
- 28.2 The notification of award will constitute the formation of the Contract.
- 28.3 Upon the successful Bidder's furnishing of Performance Security pursuant to **Clause 29.0** below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to **Clause 11.0** hereinabove.

**29.0 PERFORMANCE SECURITY:**

- 29.1 On receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) as per **Proforma-F** or in any other format acceptable to the Company and must be in the form of a Demand Draft or Bank Guarantee or irrevocable Letter of Credit (LC) from:
- a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or
  - b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India.
  - c) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India

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

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

The domestic bidders will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

The foreign bidder will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

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

- 29.2 The Performance Security specified above must be valid for 3(three) months beyond the contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.
- 29.3 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.
- 29.4 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 29.5 Failure of the successful Bidder to comply with the requirements of **clause 29.0 and/or 30.0** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 2(two) years from the date of default.

**30.0 SIGNING OF CONTRACT:**

- 30.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.
- 30.2 Within 30 days of issue of LOA, the successful Bidder shall sign and date the contract and return it to the Company. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 30.3 In the event of failure on the part of the successful Bidder to sign the contract within the period specified above or any other time period specified by Company, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

**31.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:**

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

**32.0 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.

**33.0 MOBILISATION ADVANCE PAYMENT:**

- 33.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.
- 33.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.
- 33.3 In the event of any extension to the mobilisation 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.

#### **34.0 INTEGRITY PACT:**

- 34.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Annexure-A** of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. **If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.**
- 34.2 OIL has appointed Shri Rajiv Mathur, IPS(Retd), Shri Satyananda Mishra, IAS(Retd.) and Shri Jagmohan Garg, Ex-Vigilance Commissioner as Independent Monitors(IEM) for a period of 3(three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:
- a. Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India;  
E-mail: [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com)
  - b. Shri Satyananda Mishra, IAS(Retd.), Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India  
E-mail: [satyanandamishra@hotmail.com](mailto:satyanandamishra@hotmail.com)
  - c. Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC  
E-Mail id: [jagmohan.garg@gmail.com](mailto:jagmohan.garg@gmail.com)

#### **35.0 LOCAL CONDITIONS:**

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

as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

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

**36.0 SPECIFICATIONS:**

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

**37.0 Purchase preference policy (linked with Local Content) (PP-LC) notified vide letter no.O-27011/44/2015-ONG/II/FP dated 25.04.2017 of MoPNG.**

**37.1** In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.

**37.2** Bidders seeking Purchase preference (linked with local content) (PP-LC) shall be required to meet / exceed the target of Local Content (LC) of **35%**

**37.2.1** Such bidders shall furnish following undertaking on its letter head along with their techno-commercial bid. The undertaking shall become a part of the contract.

*“We \_\_\_\_\_ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. \_\_\_\_\_ (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. \_\_\_\_\_.”*

**37.2.2** Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor.

*“We \_\_\_\_\_ the statutory auditor of M/s \_\_\_\_\_ (name of the bidder) hereby certify that M/s \_\_\_\_\_ (name of the bidder) meet the mandatory Local Content requirements of the Services i.e. \_\_\_\_\_ (to be filled by the work center as notified at Enclosure I of the policy)*

***quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against OIL tender No. \_\_\_\_\_ by M/s \_\_\_\_\_ (Name of the bidder).***

**Note:** In case of bidder(s) for whom Statutory Auditor is not required as per law required certificates shall be provided by a practicing Chartered Accountant.

**37.2.3** At the bidding stage the bidder shall provide Break-up of “Local Component” and “Imported Component” in the prescribed format enclosed as **Proforma-BB (PP-LC)** of the policy and shall be uploaded by the bidders along with their price bid in the e-procurement portal.

**37.3** Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference to 10% i.e. where the evaluated price is with 10% of the evaluated lowest price of Non Local Content (NLC) L-1 bidder, other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.

**37.3.1** Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award for the prescribed quantity shall be made to the lowest evaluated TA/CA bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.

**37.4** Order for supply of 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 price. The remaining will be awarded to L1 (i.e. NLC bidder). Prescribed 50% tendered quantity for LC bidders shall not be further subdivided among eligible LC bidders.

**37.4.1** However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.

**37.4.2** When the tendered goods/services cannot be divided in the exact ratio of 50% / 50% then OIL reserve the right to award on lowest eligible PP-LC bidder for quantity not less than 50%, as may be dividable.

For example

In case tendered quantity is 3 (not divisible in the ratio of 50:50), PP-LC bidder shall get order for 2 nos. only and the rest will go to L-1 (NLC bidder).

OR

(Alternate clause applicable for cases where tendered quantity cannot be divided).

**37.5** The tendered quantity is not splittable / non-dividable / cannot be procured from multiple sources. Hence, the entire procurement value shall be

awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.

**37.6** For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide letter No. O-27011/44/2015-ONG/II/FP dated 25.04.2017.

**37.7** The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.

OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.

**37.8 Determination of LC:**

**37.8.1** LC of Services shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of services.

**37.8.2** The total cost of service shall be constituted of the cost spent for rendering of service, covering:

- a) Cost of component (material), which is used.
- b) Manpower and consultant cost, cost of working equipment/facility, and
- c) General Service cost, excluding profit, company overhead cost, taxes and duties.

**37.8.3** The criteria for determination of cost of local content in the service shall be as under:

- a) In the case of material being used to help the provision of service, based on country of origin.
- b) In the case of manpower and consultant based on INR component of the services contract.
- c) In the case of working equipment/facility, based on country of origin and
- d) In the case of general service cost, based on the criteria as mentioned in clauses a, b and c above.
- e) Indian flag vessels in operation as on date.

**37.8.4** Determination of Local Content: The determination of local content of the working equipment/facility shall be based on the following provision.

Working equipment produced in the country is valued as 100% (one hundred percent) local content, working equipment produced abroad is valued as much as nil (0% percent) local content.

**37.9 Calculation of LC and Reporting:**

**37.9.1** LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

**37.9.2** Formats for the calculation of LC of services may be seen at **Enclosure-III** of the policy document.

**37.10 Certification and Verification:**

**37.10.1** Bidder seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods as follows:

**37.10.1.1** At bidding stage:

a) Price Break-up

(i) The bidder shall provide break-up of “Local Component” and “Imported Component” along with the price bid as per provisions under clause 37.3.

(ii) Bidder must have LC in excess of the specified requirement.

b) Undertaking by the bidder

i. The bidder shall submit undertaking along with the techno-commercial bid as per clause no. 37.1, such undertaking shall become a part of the contract.

ii. Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers.

c) Statutory Auditor’s Certificate

The Undertaking submitted by the bidder shall be supported by a certificate from Statutory Auditor as per clause 37.2.

**37.10.1.2** After Contract Award

a) In the case of procurement cases with the value less than Rs. 5 crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the contractor and certified by the Director/Authorized Representative of the Company.

b) The verification of the procurement cases with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.

**37.10.2** Each supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met and issue of local content certificate to that effect on behalf of OIL, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.

**37.10.3** The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of Local Content for the total work/purchase of the pro-rata Local Content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

**37.10.4** Where currency quoted by the bidder is other than Indian Rupee then the bidder claiming benefits under PP-LC shall consider exchange rate



prevailing on the date of notice inviting tender (NIT) for the calculation of Local Content.

**37.10.5** OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

**37.11 Sanctions :**

**37.11.1** OIL shall impose sanction on bidder not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.

**37.11.2** The sanctions may be in the form of written warning, financial penalty and blacklisting.

**37.11.3** If the bidder does not fulfill his obligation after the expiration of the period specified in such warning, OIL shall initiate action for blacklisting such bidder/ successful bidder.

**37.11.4** A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

**37.11.5** In pursuance of the clause No. 37.11.4 above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (format attached at Annexure-XI) equivalent to the amount of PBG.

**END OF PART - 1**

**&&&&**

## **PART – 2**

# **BID EVALUATION CRITERIA FOR PROJECT MANAGEMENT CONSULTANCY**

**PART – II BID EVALUATION CRITERIA (BEC)**

BID EVALUATION CRITERIA (BEC): The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected. Bidders are advised not to take any exception/deviations to the bid document.

**A) TECHNICAL CRITERIA:**

1.0 Consultant must meet the following criteria:

**1.1 EXPERIENCE**

- (i) The Bidder shall have experience of providing at least 1 (one) Project Management Consultancy (PMC) service for setting up a Power Plant of minimum capacity 15 MW (either Thermal OR Hydro OR Nuclear), which includes site supervision, in previous 7 (seven) years reckoned from the original bid closing date. The value of this **PMC service contract** shall be more than ₹ 3.14 Crore.

In order to ascertain the same the bidder shall have to submit necessary documentary evidence in the form of copies of Work Order and/or Contract document along with Completion Certificates. The Work Order and/or Contract Document shall contain detail scope of work in support of Work Experience.

If the prospective Bidder is executing similar works which is still running and the contract value executed prior to original bid closing date is equal to or more than ₹ 3.14 Crore will also be taken in to consideration provided that the bidder has submitted last certificate of payment showing gross value of work done along with Contract documents /work order of the running contract.

**AND**

- (ii) The Bidder shall have the experience of providing PMC service for at least 1 (one) Power Sector Project and/or Hydrocarbon Sector Project and/or Manufacturing Sector Project of value not less than ₹100 Cr (Rupees One Hundred Crore) in previous 7 (seven) years reckoned from the original bid closing date. In order to ascertain the same the bidder needs to submit necessary supporting document(s) from the Project Owner.
- (iii) Job executed by a bidder for its own organization / subsidiary shall not be considered as experience for the purpose of meeting BEC.

**Note:**

**Documents submitted in support of experience as per Para 1.1 (i) and 1.1 (ii) of the BEC shall be notarized.** It shall be the bidder's responsibility to ensure that the documents submitted in compliance of the experience criteria is clear and adequate.

1.2 Requisites for the Services offered:

- (i) Any offer which does not include all the jobs / services mentioned in Section-III, (Scope of Work) will be considered as incomplete and rejected.
- (ii) Bids will be rejected if it does not conform to the technical requirements as mentioned in Section-III, (Scope of Work).

## B) FINANCIAL CRITERIA:

1.0 The following Financial criteria shall have to be met by the bidder

| Sl | Parameter       | Financial Criteria  |
|----|-----------------|---|
| 1  | Annual Turnover | Minimum ₹ 1.25 Crore in any of the preceding 3(Three) financial years, considered from the original bid closing date. |
| 2  | Net worth       | Net Worth of the bidder should be positive for the preceding financial/ accounting year                               |

**Note1:** Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net Worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that the balance sheet/Financial Statements for the financial year (as the case may be) has not been audited so far.

**Note2:** For proof of Annual Turnover & Net Worth any one of the following document must be submitted along with the bid:-

- i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE.

OR

- ii) Audited Balance Sheet along with Profit & Loss account.

**Note 3:** In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General (CAG) of India and the Central Government, their certificates may be accepted even though FRN is not available. However, the bidder to provide documentary evidence for the same.

## C) COMMERCIAL – BID SUBMISSION

1.0 Bids shall be submitted under single stage two Bid system i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work

- & Technical Specification of the tender in **“Technical RFX Response” Tab** and Priced Bid as per Schedule of Rates uploaded in the **“Notes & Attachments” Tab**. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.
- 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 should be valid for 120 days. Bids with shorter validity will be rejected as being non-responsive.
  - 4.0 Bid Security for an amount ₹ 11.90 Lakhs [or US\$ 17,230.00 ] towards Bid security to be submitted in Original shall be furnished as a part of the Technical Bid and shall reach the Company (i.e. OIL) before due date of closing. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount and validity of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.
  - 5.0 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.
  - 6.0 Physical Bids, if any received from the bidders, shall not be considered and will be rejected.
  - 7.0 Bids submitted after the Bid Closing Date and Time will be rejected.
  - 8.0 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
  - 9.0 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
  - 10.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative.
  - 11.0 Any document(s) wherever called for, and submitted by bidders, shall be legible, contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.
  - 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 Schedule of Rates under Section - II of Bid Document, otherwise the Bid will be summarily rejected.
  - 14.0 Non-submission of the documents as specified in BEC will result in rejection of bids.
  - 15.0 Bidder shall fulfill all the relevant clauses applicable for this e-Tender.
  - 16.0 Bidder must accept and comply with the following standard commercial terms as given in the Bid Document in toto failing which bid will be rejected –
    - i) Performance Security
    - ii) Force Majeure
    - iii) Tax Liabilities
    - iv) Arbitration
    - v) Acceptance of Jurisdiction and Applicable Law

- vi) Liquidated Damage
- vii) Safety & Labour Law
- viii) Termination
- ix) Integrity Pact
- x) Warranty and remedial of defects
- xi) Liability
- xii) Insurance
- xiii) Any other condition specifically mentioned elsewhere in the tender documents that non-compliance of the clause shall lead to rejection of the bid.

17.0 The originals, of the documents submitted by the bidder, shall have to be produced by the bidder(s) to OIL as and when asked for.

#### D) EVALUATION OF BIDS FOR QUALITY

- 1.0 Bids qualifying as per terms of Technical Criteria (Para A above) and Financial Criteria (Para B above) shall be eligible for this evaluation.
- 2.0 Bids shall be evaluated both in terms of **Quality** as well as **Quoted Price** i.e. Quality & Cost Based Selection (**QCBS**) methodology. The weightage for **Quality** is 50 and the weightage for the **Quoted price** is 50
- 3.0 The marks allocated against various subsections under **Quality** of Bid shall be as hereafter.
- 3.1 Broad classification

| Sl.   | Quality Criteria   | Marks     |
|-------|--|-----------|
| 1     | <b>Annual Turnover</b> in any of the preceding 3(Three) financial years  | 10        |
| 2 & 3 | <b>Bidder's experience:</b> Experience of Undertaking Similar Assignment | 30        |
| 4     | <b>Software base</b>   | 03        |
| 5     | <b>Experience of Design Manager</b>                                      | 07        |
|       | <b>Total=</b>  | <b>50</b> |

- 3.2 Sub breakup of marks as mentioned in para 3.1 above shall be as under

| Sl.      | Quality Criteria  | Marks    |
|----------|---|----------|
| <b>1</b> | <b>Annual Turnover</b> in any of the preceding 3(Three) financial years   | 10 (Max) |
| (a)      | Annual Turnover greater than or equal to ₹ 2.5 Crore  | 10       |
| (b)      | Annual Turnover greater than or equal to ₹ 1.88 Crore but less than ₹ 2.5 Crore   | 09       |
| (c)      | Annual Turnover greater than or equal to ₹ 1.25 Crore but less than ₹ 1.88 Crore  | 08       |
| <b>2</b> | <b>Bidder's experience :</b> Bidder shall have experience of providing Project Management Consultancy (PMC) service for setting up a Power Plant of | 20 (Max) |

|           |   |        |          |
|-----------|---|--------|----------|
|           | minimum capacity 15 MW (either Thermal OR Hydro OR Nuclear), which includes site supervision  |        |          |
| (a)       | Experience of more than or equal to 5 (five ) projects  | 20     |          |
| (b)       | Experience of more than 1(one) but less than 5(five) projects   | 15     |          |
| (c)       | Experience of at least 1(one) project   | 10     |          |
| <b>3</b>  | <b>Bidder experience :</b> The Bidder shall have the experience of providing PMC service in <u>Power Sector Project</u> and/or <u>Hydrocarbon sector Project</u> and/or <u>Manufacturing Sector Project</u> of value not less than ₹100 Cr (Rupees One Hundred Crore) in previous 7 (seven) years reckoned from the original bid closing date |        | 10 (Max) |
| (a)       | Experience of more than or equal to 5 (five ) projects  | 10     |          |
| (b)       | Experience of more than 1(one) but less than 5(five) projects   | 08     |          |
| (c)       | Experience of at least 1(one) project   | 05     |          |
| <b>4.</b> | <b>Software base</b>  |        | 03 (Max) |
| (a)       | Availability of Licensed software for Electrical system study (viz. ETAP, AutoGridPro, PSCAD, PLSCAD etc.)<br>1 mark for each licensed software subjected to maximum 3 marks.   | 03     |          |
| <b>5</b>  | <b>Experience of Design Manager</b>   |        | 07 (Max) |
| (a)       | Any additional degree/diploma/certification in <b>Electrical design</b> over and above the Mandatory Experience specified for Design Manager under Consultant Manpower in the Scope of Services   | 07     |          |
| (b)       | The Mandatory Experience specified for Design Manager under Consultant Manpower in the Scope of Services  | 02     |          |
|           |   | TOTAL= | 50 (Max) |

Note:

- (a) It shall be the bidder's responsibility to ensure submission of unambiguous /clear and sufficient documentary evidence in support of the evaluation criteria.
- (b) Bidder must provide the list of licensed software in support of Sl. No 4 (a) and shall fill the form as provided along with this bid document.
- (c) OIL reserves the right to verify any or all data/document/information provided by the bidder. False statement by Bidder will make it liable for appropriate action.

4.0 The Minimum Qualifying Marks a bid shall have to meet in Quality Criteria is 25 marks. Bids not meeting the minimum qualifying marks in Quality Criteria shall be rejected. The Bids meeting the minimum qualifying marks shall be called "*Qualified Bids*" and shall be eligible for financial evaluation of the bid.

#### E) EVALUATED BID PRICE:

*Qualified Bids* (meeting the minimum Qualifying Marks of 25 in Quality Criteria) and conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to

be responsive after subjecting to Bid Evaluation Criteria shall be considered for further evaluation as per the Evaluation Criteria given below:

- 1.0 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.
- 2.0 The bidders must quote their Prices in the manner as called for vide Schedule of Rates (SOR) – 1 & 2 under **Section - III**.
- 3.0 Bidder needs to mandatorily quote for all the items in the Schedule of Rates (SOR) – 1 & 2 in Section – II else the bid will be rejected. The bid will not be evaluated if bidder fails to quote against all the items mentioned in the SOR– 1 & 2.
- 4.0 **Commercial Bids shall be evaluated taking into account the Price quoted against both SOR-1 and SOR-2 including quoted GST.**
- 5.0 Contract will be awarded for all the items covered under SOR-1 & 2. Payment against SOR-2 (i.e. Consultancy charges for additional work at Office/Site) shall be made based on actual executed quantities (if any).
- 6.0 OIL will not be responsible for delay, loss or non-receipt of applications (for bidding documents) and will not entertain any correspondence in this regard.
- 7.0 Discount: Bidders are advised not to indicate any separate discount. Discount if any, should be merged with the quoted price. Discount of any type indicated separately will not be taken in to account for evaluation purposes. However, in the event such offer without considering discount is found to be the lowest, OIL shall avail such discount at the time of award of contract.
- 8.0 Lumpsum cost must include all liabilities and taxes including statutory liabilities but excluding GST which shall be quoted separately in the Price Bid format.
- 9.0 The items mentioned in above clause are to be read in conjunction with Schedule of Rates in Section-II.
- 10.0 The responsive bids will be subjected to loading for any deviation(s).

#### **F) INTER-SE-RANKING OF THE QUALIFIED BIDS:**

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

An **Evaluated Bid Score (B)** will be calculated for each bid, which meets the minimum Qualifying marks of 25 in Quality Evaluation Criteria, using the following formula in order to have a comprehensive assessment of the Bid price and the Quality of each bid:

$$B = (C_{\text{low}}/C) * 100 * X + (T/T_{\text{high}}) * 100 * (1-X)$$

Where,

C = Evaluated Bid Price of the bidder

C<sub>low</sub> = The lowest of the evaluated bid prices among responsive bids

T = The total marks obtained by the bidder against *Quality* criteria

T<sub>high</sub> = The total marks achieved by the best bid among all responsive bids against *Quality* criteria

X = 0.5(The weightage for *Quality* is 50 and the weightage for the *Quoted price* is 50)



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

- 2.0 The bid with the **highest Evaluated Bid Score (B)** will be **recommended for award of contract**.
- 3.0 In the event of two or more bids having the same highest Evaluated Bid Score (B), the bid scoring the highest marks against *Quality* criteria will be recommended for award of contract.

**G) GENERAL:**

- 1.0 In case bidder takes exception to any clause of bid document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the Company will be final and binding on the bidders.
- 2.0 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 3.0 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.

**Part-3****SECTION-I****GENERAL CONDITIONS OF CONTRACT****1.0 DEFINITIONS:**

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

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

**2.0 EFFECTIVE DATE, MOBILISATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:**

- 2.1 **EFFECTIVE DATE:** The contract shall become effective as of the date Company notifies Contractor in writing (through Letter of Award) that it has been awarded the contract.
- 2.2 **MOBILISATION TIME:** The mobilization of equipment, personnel etc. should be completed by Contractor within 2 Weeks from the date of issue of Mobilization Notice after Issuance of LOA. Mobilization shall be deemed to be completed when Contractor's equipment and manpower are placed at the nominated location in readiness to commence Work as envisaged under the Contract duly certified by the Company's authorized representative.
- 2.3 **DATE OF COMMENCEMENT OF OPERATION:** The date on which the mobilization is completed in all respects is treated as date of Commencement of Operation.

- 2.4 **DURATION OF CONTRACT:** The contract shall be for a period of 30(Thirty) Months from the date of commencement of operation. The terms and conditions shall continue until the completion of the Contract.
- 3.0 **GENERAL OBLIGATIONS OF CONTRACTOR:** Contractor shall, in accordance with and subject to the terms and conditions of this Contract:
- 3.1 Perform the work described in the Terms of Reference (Section II) in most economic and cost effective manner.
- 3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract provide all personnel (Mud Engineers) as required to perform the work.
- 3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 3.4 Contractor shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as Company may consider necessary for the proper fulfilling of Contractor's obligations under the contract.
- 4.0 **GENERAL OBLIGATIONS OF THE COMPANY:** Company shall, in accordance with and subject to the terms and conditions of this contract:
- 4.1 Pay Contractor in accordance with terms and conditions of the contract.
- 4.2 Allow Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 4.3 Perform all other obligations required of Company by the terms of the contract.
- 5.0 **PERSONNEL TO BE DEPLOYED BY CONTRACTOR**
- 5.1 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 applicable Company and statutory safety requirement. Upon Company's written request, 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 personnel acceptable to the Company without affecting Company's work.
- 5.2 The Contractor shall be solely responsible throughout the period of this contract for providing all requirements of their personnel including but not limited to their transportation to & fro Duliajan/field site, enroute/local boarding, lodging, medical attention etc. Company shall have no liability or responsibility in this regard.

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

**6.0 WARRANTY AND REMEDY OF DEFECTS**

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

- 6.2 Should Company discover at any time during the tenure of the Contract or within 12 (Months) from the date of Completion of the contract that the Work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses to the extent specified in Scope of Services (Section III). If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

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

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

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

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

- 7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all

copies) to Company on completion of Contractor's performance under the Contract if so required by Company.

- 7.4 During this Contract, Company and its employees, agents, other contractors, sub-contractors (of any tier) and their employees etc may be exposed to certain confidential information and data of the Contractor. Such information and data shall held by the Company, its employees, agents, other contractors, sub-contractors (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.
- 7.5 However, the above obligation shall not extend to information which:
- i) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company ;
  - ii) is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public;
  - iii) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company;
  - iv) is developed by Contractor independently of the information disclosed by Company which should be shared with the Company;
  - v) Contractor is required to produce before competent authorities or by court order subject to prior permission from Company;
- 8.0 **TAXES:**
- 8.1 Tax levied on Contractor as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor's account.
- 8.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by Contractor.
- 8.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 8.4 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.
- 8.5 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and Company will issue TDS Certificate to the Contractor as per the provisions of Income Tax Act.
- 8.6 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.

- 8.7 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by Contractor (except customs duty) shall be borne by the Contractor.

## **9.0 GOODS AND SERVICES TAX**

### **9.1 GENERAL REMARKS ON TAXES & DUTIES:**

In view of **GST** Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in **GST**. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of **GST** mentioned in the bidding document shall be ignored.

- 9.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.

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

- 9.4 Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service**. However, GST rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods / Services (Service Provider) only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of **GST**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

- 9.5 Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in SOR.

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

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

- 9.7 **Where the OIL is not entitled to avail/take the full input tax credit of GST:**
- 9.7.1 OIL will reimburse **GST** to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of **GST** subject to the ceiling amount of **GST** as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which **GST** is applicable will be modified on pro-rata basis.
- 9.7.2 The bids will be evaluated based on total price including GST.
- 9.8 Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.
- 9.9 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of **GST** against such invoice.
- 9.10 **GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/vendor, OIL shall withhold the payment of **GST**.
- 9.11 **GST** payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.
- 9.12 Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is /liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.
- 9.13 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 9.14 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 9.15 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail

and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.

- 9.16 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- 9.17 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/ taxes finally assessed is on the lower side.
- 9.18 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.
- 9.19 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 9.20 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 9.21 In case of statutory variation in **GST**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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

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

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

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

- 9.22 The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such



registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

- 9.23 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 9.24 OIL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 9.25 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- 9.26 **Documentation requirement for GST**  
The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST,CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner

- a) The original copy being marked as ORIGINAL FOR RECIPIENT;
- b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

**9.27 Anti-profiteering clause**

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

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

**10.0 INSURANCE:**

- 10.1 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 including the third party items/consumables. For materials/equipment belong to the Contractor or its sub-contractor, Contractor may self-insure the same.

- 10.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:

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

- f) Public Liability Insurance as required under Public Liability Insurance Act 1991.
- 10.3 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 10.4 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 10.5 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.
- 10.6 Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.
- 10.7 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.
- 10.8 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's account.
- 11.0 **CHANGES:**
- 11.1 During the performance of the work, Company may make minor change to take care of any supplementary work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.
- 11.2 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, Contractor 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 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.
- 12.0 **FORCE MAJEURE:**

- 12.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor), acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 12.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 12.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'force majeure rate' shall apply for the first ten days. 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 after expiry of fifteen (15) days period unless otherwise agreed to. Time for performance of the relative obligation suspended by the 'Force Majeure' shall then stand extended by the period for which such cause lasts.
- 13.0 **TERMINATION:**
- 13.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract, thereof.
- 13.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 11.0 above.
- 13.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.
- 13.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.
- 13.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and /or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/ material, are

transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.

- 13.6 If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.
- 13.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from **13.1** to **13.6** and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract upto the date of termination.
- 13.8 **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.
- 13.9 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.
- 13.10 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.
- 14.0 **SETTLEMENT OF DISPUTES AND ARBITRATION:**
- 14.1 **Arbitration (Applicable for Suppliers/Contractors other than PSU):**  
Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:
1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
  2. The number of arbitrators and the appointing authority will be as under:

| <b>Claim amount<br/>(excluding claim for<br/>interest and counter<br/>claim, if any)</b> | <b>Number of<br/>Arbitrator</b> | <b>Appointing Authority</b>   |
|--|---------------------------------|---|
| Upto Rs. 5 Crore   | Sole Arbitrator                 | OIL   |
| Above Rs. 5 Crore  | 3 Arbitrators                   | One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators. |

3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
7. The arbitral tribunal shall make and publish the award within time stipulated as under:

| Amount of Claims and counter claims(excluding interest) | Period for making and publishing of the award(counted from the date of first meeting of the Arbitrators) |
|---|--|
| Upto Rs. 5 Crore  | Within 8 months  |
| Above Rs. 5 Crore                                       | Within 12 months   |

The above time limit can be extended by Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be

responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

The venue of all arbitrations under both 13.1 & 13.2 will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

15.0 **NOTICES:**

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

**Company**

a) **For contractual matters**

CGM (Contracts)  
OIL INDIA LIMITED  
PO DULIAJAN - 786602  
ASSAM, INDIA  
Fax No. 91-374-2803549  
Email: contracts@oilindia.in

b) **For technical matters**

General Manager (Electrical)  
OIL INDIA LIMITED  
PO Duliajan - 786602,  
Assam, India  
Fax No. 91-374-2800526  
Email: electric@oilindia.in

c) **Contractor**

\_\_\_\_\_  
\_\_\_\_\_  
Fax No. :

- 15.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 16.0 **SUBCONTRACTING/ASSIGNMENT:**
- 16.1 Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party (ies). Except for the main services under this contract, Contractor may sub-contract the petty support services subject to Company's prior approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.
- 16.2 If against the contract placed by OIL, successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority/engineer in charge the details like Name, Registration No., Address, Contact No. details of material and value of procurement made, etc. of such enterprises shall be furnished by the Contractor at the time of submission of invoice/bill.
- 17.0 **MISCELLANEOUS PROVISIONS:**
- 17.1 Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.
- 17.2 Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.
- 17.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.
- 17.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced



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

**18.0 LIQUIDATED DAMAGES:**

18.1 Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of contract value per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilisation period till the date of commencement of Contract as defined in Clause No. 2.0 of Section - I.

18.2 If the Contractor fails to mobilise within 15 weeks after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.

18.3 The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.

19.0 **PERFORMANCE SECURITY:** The Contractor has furnished to Company a Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ for \_\_\_\_\_ (being 10 % of 1 year estimated Contract Price) with validity of 3 (three) months beyond the contract period which includes warranty period of 15 ~~(Fifteen)~~ months towards performance security. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract.

12.0 **ASSOCIATION OF COMPANY'S PERSONNEL:** Company's engineer/chemist will be associated with the work throughout the operations. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and provide Company with a standard of work customarily provided by reputed IP Survey Contractors to major international oil companies in the petroleum industry.

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

**22.0 LIABILITY:**

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

shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

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

contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

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

**23.0 INDEMNITY AGREEMENT:**

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

- 23.2 Except as provided hereof 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/properly as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

- 24.0 **INDEMNITY APPLICATION:** The indemnities given herein above, whether given by 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.

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

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

- a) For non-completion of jobs assigned as per Scope of Services (Section II).
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.

- d) Claims by sub-Contractor of 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, taxes or enforced savings with-held 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, with-hold 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:-

- 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 unauthorised imports.

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

Notwithstanding the foregoing, the right of 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.

**27.0 APPLICABLE LAW:**

27.1 The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated in Dibrugarh/Guwahati.

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

- a) The Mines Act 1952- as applicable to safety and employment conditions
- b) The Minimum Wages Act, 1948
- c) The Oil Mines Regulations, 1984
- d) The Workmen's Compensation Act, 1923

- e) The Payment of Wages Act, 1963
- f) The Payment of Bonus Act, 1965
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- h) The Employees Pension Scheme, 1995
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service)
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- k) GST Act
- l) Customs Act & Rules
- m) Central Electricity Authority (CEA),

- 28.0 **RECORDS, REPORTS AND INSPECTION:** The Contractor shall, at all times, permit the Company and its authorised employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records of each IP survey section with major items consumed, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorised employees and representatives. The Contractor shall provide the Company designated representatives with a daily written report, on form prescribed by the Company showing details of operations during the preceding 24 hours and any other information related to the said IP survey requested by the Company whenever so requested. The Contractor shall not, without Company's written consent allow any third person(s) access to the said survey, or give out to any third person information in connection therewith.
- 29.0 **SUBSEQUENTLY ENACTED LAWS:** Subsequent to the date of bid closing, if there is a change in or enactment of any law or change in application or enforcement or interpretation of existing law by any governmental authority or public body, which results in addition/ reduction in cost to Contractor on account of the operation contemplated under the Contract, the Company/Contractor shall reimburse the Contractor/pay Company for such additional/reduced costs actually incurred/saved by Contractor, subject to the submission of documentary evidence by Contractor/Company.
- 30.0 **ROYALTY AND PATENTS:** Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods which have not been imposed on the attending party by the terms of the contract or the specifications or drawings forming part thereof.
- 31.0 **WAIVER:** Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.
- 32.0 **CONSEQUENTIAL DAMAGE:** Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation,

to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

**END OF SECTION – I**

**&&&&**

Part 3

**SECTION – II**

**SCOPE OF SERVICES FOR PROJECT MANAGEMENT  
CONSULTANCY**

**TABLE OF CONTENT**

|                        |  |  |
|------------------------|--|--|
| <b>SUB-SECTION – 1</b> | Project Description                      |  |
|                        | <b>1.0</b>                               | Introduction                                     |
|                        | <b>2.0</b>                               | Project Background                               |
|                        | <b>3.0</b>                               | Project Requirement                              |
| <b>SUB-SECTION – 2</b> | Scope of Work of PMC                     |  |
|                        | <b>1.0</b>                               | Introduction                                     |
|                        | <b>2.0</b>                               | General Scope of Work                            |
|                        | <b>3.0</b>                               | Detailed scope of work of the PMC                |
|                        | <b>4.0</b>                               | Codes & Standards                                |
|                        | <b>5.0</b>                               | Project documents / completion/ close-out report |
|                        | <b>6.0</b>                               | Quality Plan                                     |
|                        | <b>7.0</b>                               | Review and Approvals by OIL                      |
|                        | <b>8.0</b>                               | Time Schedule of PMC                             |
|                        | <b>9.0</b>                               | Exclusion from Consultant's Scope                |
|                        | <b>10.0</b>                              | Addition, Reduction in scope and Re-Tendering    |
|                        | <b>11.0</b>                              | Other Conditions                                 |
| <b>SUB-SECTION – 3</b> | Consultant Manpower                      |  |
|                        | <b>1.0</b>                               | General  |
|                        | <b>2.0</b>                               | Submission of Manpower Details                   |
|                        | <b>3.0</b>                               | Qualification & Experience                       |
|                        | <b>4.0</b>                               | Overall Structure                                |
|                        | <b>5.0</b>                               | Site Manpower                                    |
|                        | <b>6.0</b>                               | Site deployment pattern                          |
|                        | <b>7.0</b>                               | Recoveries on account of absence                 |
| <b>SUB-SECTION – 4</b> | Health, Safety, Environment Requirements |  |
|                        | <b>1.0</b>                               | Project Safety Review                            |
|                        | <b>2.0</b>                               | Environmental Pollution                          |
|                        | <b>3.0</b>                               | Health, Site Safety and Security                 |
|                        | <b>4.0</b>                               | Site Safety Organization                         |
|                        | <b>5.0</b>                               | Site Safety Planning                             |
|                        | <b>6.0</b>                               | Preparation of Emergency Action Plan             |
|                        | <b>7.0</b>                               | Safety Activities                                |
|                        | <b>8.0</b>                               | Accident Reporting and Investigation             |



## **SUB-SECTION – 1**

## SUB-SECTION – 1

### PROJECT DESCRIPTION

#### 1.0 Introduction

OIL INDIA LIMITED (OIL), is a Government of India “NAVARATNA” Category Enterprise, engaged in the business of Exploration, Production & Transportation of Crude Oil, Petroleum Products and Natural Gas and Production of LPG in India with participating interest in E&P sector in various overseas projects. The major oil and gas producing assets of the company is located in Upper Assam Basin of North East India. The operational area is spread over a radius of 60KM from field headquarters at Duliajan. The nearest airport is at Dibrugarh, 50KM away.

OIL proposes to set up a 3x10MW Gas Engine Based power plant at Duliajan Power Station, at its field headquarters (FHQ). The proposed plant will be replacement of the existing 2x14.45 MW Westinghouse make Gas Turbine based power plant.

#### 2.0 Project Background

Duliajan Power Station, located in FHQ of OIL, caters to the requirement of quality power to various Production, Industrial, and Civic installations as well as OIL's Housing Colony. Presently this is being fed from the following Gas Turbine Generators (GTGs):

- i) 2x14.45 MW Gas Turbine Generators (GTG#1 and GTG#2) commissioned in the year 1977
- ii) 1x20.28 MW Gas Turbine Generator (GTG#3) commissioned in the year 2014.

The 40 years old 2x14.45 MW GTGs have already served their nominal life and the net power output of these units have reduced considerably in recent years due to aging. Also, owing to reasons like non-availability of spares, multiple change of ownership of Original Equipment Manufacturer (OEM) etc, it is essential to replace the 2x14.45 MW Gas Turbine Generators (GTG#1 and GTG#2).

#### 3.0 Project Requirement

Over the years load requirement in FHQ has increased many fold because of increase in industrial installations, additional office set-up, increase in accommodation for manpower etc. The load is likely to increase further in the coming years with projected peak load 24.4 MW.

While the 1x20.28 MW GTG is presently being operated effectively to cater to the power requirement, adequate stand-by is also to be established to provide reliable power during

scheduled maintenance, breakdown and periodic overhaul of the 1x20.28 MW plant (presently being met through the 2x14.45 MW GTG units). The new plant needs to be suitable for meeting existing as well as increasing power demand.

After detailed techno commercial studies of available technologies and configurations, the 3x10 MW GEGs have been proposed as the best possible technology to adopt for the replacement of 2x14.45 MW GTGs.

In view of this, it is intended to engage a **Project Management Consultant (PMC)** for providing Consultancy Service for complete Project Management and Site supervision for “**Setting up a 3 x 10 MW Gas Engine based Power Plant**”. This project shall hereinafter be called the “3 x 10 MW GEG PROJECT”. The project location is inside the Industrial Area at Duliajan Power Station, Oil India Limited, Duliajan, District Dibrugarh, Assam, India, PIN 786602.

## **SUB-SECTION – 2**

## SUB-SECTION – 2

### SCOPE OF WORK OF PMC

#### 1.0 Introduction

The Project Management Consultant (PMC) is being appointed for executing the project right from Design to Execution & project close out on total and single point responsibility basis. This section is to be read in conjunction with above Sub-Section-I. The PMC will be the “Engineer-In charge” for the said Project. The PMC at his own cost, responsibility and risk is encouraged to visit and examine the site of work and its surroundings, understand the logistics and obtain all information that may be necessary before submitting his bid.

#### 2.0 General Scope of Work

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

The scope of work of the PMC is broadly defined under the following heads however the list is not exhaustive. Scope of work of PMC shall include all works which will be required for overall completion of the project, whether or not the same is explicitly mentioned in the Specification.

#### 2.1 Site visit

PMC shall carryout site visits along with OIL’s personnel for assessing the proposed site and co-relate/supplement the same with the data/drawings made available by OIL so as to have a correct assessment of the site with respect to availability of adequate clear area for the project, infrastructure availability, approach roads for movement of men, material and heavy equipment to the site and other details as required.

#### 2.2 System study

- a) Study of existing reports, drawings and plant data. Study of existing distribution system, Load Flow analysis, Fault level analysis, generator/generator transformer Grounding system, relay coordination etc.
- b) Study of existing synchronisation, parallel operation and load management system of 2 x 14.45 MW GTG and 1x20.28 MW GTG.
- c) Study of existing HT switchgear system, cable routes, interconnections, short circuit capacity etc.

- d) Power plant manning pattern and electrical shutdown of electrical equipment.
- e) Study the existing fuel Gas supply infrastructure systems for the 2 x 14.45 MW GTG and 1x20.28 MW GTG.
- a) Study the procedure to be adopted for relocating the existing “*fuel gas separation/conditioning facility*” for the 2 x 14.45 MW GTG and 1x20.28 MW GTG to another designated location.
- f) Study of OIL’s Procurement & Contracting policy, HSE policy and other Policies relevant to the Project.
- g) All applicable Statutory laws including those related to CEA, Mines, Labour etc.
- h) Soil testing, collection of meteorological data for last 10 years and any other data relevant to the Project. All necessary documents as may be required from owner shall be issued by OIL.

### 2.3 Front End Engineering & Design:

- a) Complete system design, operation & maintenance philosophy, proper integration, synchronisation, parallel operation, load sharing/ management etc between the proposed 3x10 MW GEGs with the existing 1x20.28 MW GTG and 2x14.45MW.
- b) Design of generator grounding of the proposed plant and integration of the existing generating units/network with the proposed system.
- c) Design of all electrical equipment at Power Station in line with best engineering practices.
- d) Design the Gas fuel supply system so as to cater to both existing as well as the proposed 3 x 10 MW GEG power plant so as to meet quantity as well as quality requirement.
- e) Design of complete instrumentation packages comprising field sensors, transmitters, final control element, controllers (main controller for GEG, ESD controller, Load Management Controller) and open protocol DCS system for supervision & monitoring.
- f) Design for integration in controllers (1st level) & DCS network (2nd level) of proposed GEG with existing controllers & DCS network of 1x20.28 MW GTG.
- g) Recommendation for best engineering practices & need for up-gradation/replacement of existing load end substation equipment (if reqd).
- h) Relay coordination from Power Plant to load end.
- i) Proposed plan layout

### 2.4 Procurement & Contracting

- a) Preparation of the scope of work for EPC contract, preparation of broad specification for all Civil, mechanical, Electrical, Instrumentation and other associated works, list of approved vendors, relevant drawings/documents.

- b) Cost estimation of the project, Bidder eligibility/qualification criteria etc.
- c) Identification of bid package, preparation of bid documents for Engineering, Procurement and Construction contract, technical assistance in inviting bids, technical assistance in pre-bid, technical & commercial evaluation of bid, award recommendations as per OIL's "Integrated Procedure/Manual for procurement of goods and services", GFR 2017, technical assistance during negotiations, preparation of contract document etc.

## **2.5 Project engineering service**

Study of the soil data, site ground profile, Establish Work procedures etc.

## **2.6 Inspection**

Inspection related services as required at Vendor's works for all major packages and sub-systems.

## **2.7 Supervision during project execution**

- a) Review and approval of all design/drawings/documents submitted by vendors/suppliers/EPC and monitor resubmission of corrected & revised drawings/documents/data sheet by EPC contractor incorporating all comments/changes.
- b) Material reconciliation.
- c) Site supervision.
- d) Ensuring adherence to HSE management system during project execution.
- e) During work execution, PMC shall maintain all records of Site obstruction/ hindrances with due justifications.
- f) Certification of bills as per approved billing schedule & forwarding to OIL within stipulated time.
- g) Quality Control & quality assurance.
- h) Supervision of all pre commissioning & commissioning tests by EPC, review of test results & certification.

## **2.8 Project Management, Cost Control & Monitoring**

- a) Project management, cost control & monitoring during execution for adherence to scope, time and cost
- b) Necessary status reporting as per OIL's requirement
- c) Overall project timeline, Planning of detailed activities & scheduling for management control and monitoring of the project, preparation of management appraisal reports etc.

## 2.9 Statutory clearances

PMC shall provide all technical documents / liaison assistance with statutory authorities like Central Electricity Authority, MOEF (Ministry of Environment & Forest), SPCB (State Pollution Control Board), Airport Authority of India, etc. for obtaining various statutory permissions for the Project.

## 2.10 Project closeout

Project closeout including proper closure of all Purchase orders & contracts,

## 3.0 DETAILED SCOPE OF WORK OF THE PMC

### 3.1 Site Visit

The PMC's team comprising of the Project Manager, Domain experts shall visit the proposed project site at OIL, Duliajan, Assam to gain firsthand information of the proposed site, understand the requirement, and collect all relevant information/data/drawings / reports. The initial site visit shall not be less than 5 full working days.

### 3.2 System Study and Review of Data

- a) Study of existing synchronisation, parallel operation and load management system of 2 x 14.45 MW GTG and 1x20.28 MW GTG.
- b) Study existing reports, drawings and plant data. Study existing distribution system, Load Flow analysis, Fault level analysis, generator/generator transformer Grounding system, relay coordination etc.
- c) Study of existing HT switchgear system, cable routes, interconnections, short circuit capacity etc.
- d) Fault level of the existing power system in both Generating plant and distribution network and recommendation for best engineering practices & need for up-gradation/replacement of existing substation equipment.
- e) Power plant manning pattern and electrical shutdown of electrical equipment.
- f) Study the existing fuel Gas supply infrastructure systems for the 2 x 14.45 MW GTG and 1x20.28 MW GTG (viz. Fuel gas quality, fuel gas pressures, feed pipelines, fuel gas separation/conditioning facility etc.) from the LPG offtake tap-off point (located inside the industrial area) to the Power Plant (also located inside the industrial area). All necessary data will be provided by OIL.
- g) Study & prepare the procedure to be adopted for dismantling the existing "*fuel gas separation/conditioning facility*" (inside the power plant) and setting up "*new Gas separator skid*" at a separate designated location (also inside the power plant) for the purpose of vacating the area for construction purpose. The "*new Gas separator skid*" shall cater to the fuel gas requirement for the complete power plant (existing + proposed). Max



gas consumption as per Power Plant operational philosophy will be shared by OIL at the time of Site visit for the purpose of sizing/design of the Gas supply system.

- h) Study of OIL's Procurement & Contracting policy, HSE policy and other Policies relevant to the Project.
- i) All applicable Statutory laws including those related to CEA, Mines, Labour etc.
- j) Collection of meteorological data from India Meteorological Department, Government of India or other such Govt agencies for last 10 years and any other data relevant to the Project. **OIL shall reimburse the PMC the fees paid by it to these Government agencies on account of the Meteorological data, on submission of original money receipts.** OIL shall also provide authorization letter or any other document required by the PMC for collecting the data.
- k) Detailed soil investigation is to be carried out by PMC through an experienced and recognized institute and based on the test report including soil characteristics, ground water table level, safe bearing capacity, need to recommend the type of foundations for various types of structures proposed for the project considering all relevant BIS codes. The plot plan of the proposed 3x10 MW GEG site is provided along with the tender document.
- l) Topographical survey should be carried out by PMC and detail contour map to be prepared for the site. Based on this contour map, they will also design the drainage system of the proposed project and also provide a layout of the same. This contour map to be used as a reference map for earth Work, finalization of finished ground level, layout of various structures etc. The plot plan of the proposed area for topographical survey is provided along with the tender document.
- m) The final report of soil investigation is required to be submitted both as hard and soft copy for scrutiny and approval of OIL.

### 3.3 Front End Engineering and Design

- a) On the basis of the data collected & system study made, the conceptual design for the proposed 3x10 MW GEG based plant shall be developed covering all processes for the main plant as well as the auxiliary plant and system.
- b) Preparation of design basis including control system redundancy, Spare availability, safety factor, loading factor, covering design considerations, Standards & Codes, selection criteria, capacity and characteristics of major equipment and systems.
- c) Design the fuel Gas Supply System (viz. LPG offtake tap-off point upto the GTG/GEG inlet point) to ensure supply of liquid free fuel gas to existing as well as proposed units. The fuel gas supply system shall be designed for Gas Liquid separators with redundancy, pressure controllers and liquid drain system, pipeline from LPG offtake point to power plant, safety relief system etc. The separator internal shall ensure adequate residence time to ensure liquid free gas to existing as well as proposed units meeting desired fuel gas flow rate

through design of separator capacity and pipeline capacity. Also, prepare necessary layout drawings, gas pipeline route, procedure for dismantling of existing *“fuel gas separation/conditioning facility”* and hookup to the *“new Gas Separator skid”*. Migration to the new Gas Supply system should be such that there is minimum power plant outage.

- d) Instrumentation System including Control Room:
  - i) Suggest PC based or Server based HMI workstations with proper platform like WINDOWS, UNIX etc for monitoring & Control
  - ii) Design for suitable MIMIC and Alarm system in the control room.
  - iii) Design for proper Fire detection and suppression system in the control room as well as GEG area
  - iv) Suggest various communication protocol options for instrumentation system including DCS system at various levels.
  - v) Detailed design & engineering for ESD (Emergency & safety Shutdown Controller) with appropriate SIL level, Main Controller for GEG & Load Management Controller.
  - vi) Design basis for ‘Open Protocol Based DCS System’ for entire plant control & monitoring of GEG.
  - vii) Detailed design & engineering for seamless integration of GEG control/DCS system with existing controllers & DCS network of 1×20.28 MW GTG.
  - viii) Design basis for Control Room setup for placing Control Panels, HMI, MIMIC display etc. including interior design.
- e) Proper integration, synchronisation, parallel operation, load sharing/ management between the proposed 3×10 MW GEG plant with existing GTG plant etc.
- f) Operation & maintenance philosophy of the Plant.
- g) Fire & Safety System
  - i) PMC shall prepare the design philosophy of fire protection system(s) for GEG and its allied equipment.
  - ii) Design philosophy for Integration of existing fixed firefighting system with new facilities.
  - iii) Fire detection and suppression system for GEG.
  - iv) All necessary codes & practices related to fire protection measures to be followed relevant to GEG power plant.
- h) Preparation of Plot Plan giving all relevant details in AutoCAD (Both hard Copy and soft copy), proposed Equipment Layout Plan, preparation of broad specification of all Civil, Mechanical, Electrical, Instrumentation, Fire & Safety and other associated works etc.
- i) Preparation of key & essential schemes including but not limited to the following:
  - Flow diagrams
  - Piping layout drawings for all lines including gas lines.
  - Piping & Instrumentation Diagram(P&ID)

- Control schematics
  - Air conditioning and ventilation arrangement drawings
  - Safety interlock scheme.
  - Electrical schematics and Relay coordination scheme
- j) To submit layout plan of all civil structures considering all the above.
- k) Any other item required in the interest of the proper completion of the project.

### 3.4 Procurement & Contracting

- a) PMC shall prepare the total Project cost estimate, including cost estimate for EPC contract. Cost estimate shall include all factors of major cost significance and shall be complete with necessary documentation to support the cost estimate. Preparation of cost estimate shall be based on past data/CERC norms/ CPWD basis/ local state Schedule of Rate / Market rate Analysis.
- b) **Cost estimate is to be submitted within 3 months from date of issue of work order**, to enable OIL seek necessary management approval.
- c) PMC shall prepare Bidder's eligibility/qualification criteria as per OIL's "Integrated Procedure/Manual for procurement of goods and services", etc and shall **submit the same within 3 months from date of issue of work order**, to enable OIL seek necessary management approval.
- d) PMC will be responsible for preparing the tender document for engaging the EPC. This shall include broad design basis, preparation of bid package for Civil, Mechanical, Electrical & Instrumentation items and other Auxiliary works, all necessary drawings, broad technical specifications, Commercial terms including payment milestones, Quality assurance plan, HSE management system, Inspection of equipment, Acceptance criteria (viz. Performance Test, Reliability run etc.).
- e) The tender documents shall incorporate standardized "General Conditions of Contract "and "Instruction to bidders". The tendering shall be done strictly as per OIL's "Integrated Procedure/Manual for Procurement of Goods & Services" and other Notification / guidelines being issued by Ministry, Government of India, Central Vigilance Commission etc from time to time.
- f) Establish General terms/Special terms and conditions, Data Sheet/ Checklist, Forms and Formats for RFQ document.
- g) Establish Schedule Of Rates (SOR) which will be part of RFQ
- h) The draft techno-commercial EPC tender document (RFQ) shall be presented by PMC's team at OIL's Field Head Quarters at Duliajan, Assam. The same will be discussed jointly with OIL for incorporation of changes, if any before finalization.
- i) Technical assistance in preparing tender enquiries for newspapers/OIL website, etc. as per latest guidelines.

- j) Consultant shall make efforts for getting maximum number of techno-commercial valid offers for proper competition. However, for exceptional cases where this is not possible, consultant will provide appropriate reasoning / justification for not ensuring the same.
- k) Technical assistance during and after pre-bid conference, provide necessary technical support for reply to bidder's query and issuing Amendments to Tender Document.
- l) Revisiting cost estimate and submit findings to OIL in case price difference between L1 bidder is beyond 10% of the cost estimate.
- m) Carry out technical and commercial evaluation of bids and prepare recommendation for approval of OIL
- n) Technical assistance during negotiations.
- o) Prepare LOA/Work order.
- p) Prepare a consolidated and complete contract document incorporating all documents in a single document.
- q) Prepare Project & Tendering status reports.

### **3.5 Project engineering service**

- a) Study of the soil testing data and site ground profile
- b) Review & approve the designs, detailed engineering for all systems and equipment, calculations and drawings.
- c) Review & approve design basis of control philosophy and system description for the control and operation of the plant.
- d) Establish Work procedures for scrap disposal (debris, burnt welding rods, lube oil, bentonite mixed soil etc) conforming to PCB norms.

### **3.6 Inspection**

The Consultant shall provide the following inspection related services.

- a) The Inspection and test plans (ITP) for material shall be developed by the PMC and get it approved by OIL.
- b) Study and approval of inspection and test procedures of major packages.
- c) Inspect, Witness and Approve performance test of major equipment and systems at Vendor's works, with/without OIL personnel.

- d) PMC shall witness and certify the Factory Acceptance Tests (FAT) of various procurement items. OIL may at its discretion depute its representative along with PMC personnel.
- e) Study and approval of test certificates supplied by different Vendor's.
- f) Submission of periodic inspection report highlighting the areas of concern, suggesting corrective measures and checking that the suggested methodologies are being followed by the contractors.
- g) All activities pertaining to Inspection at vendor's & contractor's works shall be the complete responsibility of the PMC. PMC is required to issue final "Inspection Release Note".
- h) All charges for domestic inspections is in the scope of the PMC
- i) The following shall be applicable for Inspection / tour outside India (not more than 2) subject to approval of the OIL:
  - (i) Return air fare in economy class, Visa fees, Medical Insurance shall be reimbursed at actual against submission of original money receipts.
  - (ii) Expenses in connection with Lodging & Boarding, local conveyance and Airport Transfers shall be reimbursed at actual against submission of original money receipts, subject to a maximum as per OIL's Standard Policy with respect to Foreign Tour.
  - (iii) No other payment shall be paid and all other expenses shall be deemed to have been included in the quoted price.
  - (iv) PMC is wholly and fully responsible for all inspection for which PMC shall issue necessary certificates.
- j) For Tour within India, no amount is payable separately by the OIL under any heads and shall be included in the PMC quoted price only.
- k) PMC may be required to provide technical assistance for Customs clearance of project items including forwarding and transportation to site.

### **3.7 Site Supervision and Commissioning Services.**

- a) Resident Construction Manager (RCM) shall be responsible for all the activities related to work at site including assistance to OIL for liaison with local authorities.
- b) PMC shall set up an office in Duliajan at its own cost for day-to-day co-ordination. Any infrastructural facility required for the same will be arranged by the PMC.
- c) All Boarding, lodging, transportation, Site office, office infrastructure, required by the PMC for execution of the job shall be to PMC's account.
- d) Review EPC contractor's resources and schedules
- e) Ensure adherence to established work procedures/specification
- f) Checking the quality of the work being carried out by the EPC contractors as per the contractual conditions and standard norms.
- g) Checking the overall progress, foreseeing the bottlenecks in the execution and advising EPC in time of the remedial measures to be taken and preparing recovery plan to maintain schedule.
- h) Interpretation of engineering and design drawings of the EPC contractors at site.

- i) Prepare and implement all necessary procedures to ensure compliance to HSE norms for safety of personnel working at site. Ensure all personnel working in the site are aware of hazards present. Also ensure that all precautions and safety measures required to be adopted while working on live hydrocarbon pipelines are fully adhered to.
- j) Ensure all EPC's personnel working in/around live hydrocarbon pipelines are fully aware of the various safety hazards.
- k) Prepare a Risk Management plan for the project along with the detailed Risk Analysis (Qualitative as well as Quantitative). Necessary input/documents as necessary will be provided by OIL
- l) Carryout supervision activities based on the established work procedures.
- m) Inspect & supervise the work as per established Quality Assurance Plan and check conformity as per the established Quality Control standard. PMC shall certify the same through pre-approved formats.
- n) Carryout progress measurement, scrutiny, works certification of contractor's bills for payments. PMC shall forward duly certified bills to OIL for payment without undue delay.
- o) Review and certify as built drawings to be prepared by various vendors of packages / EPC contractor and monitor resubmission of corrected & revised drawings/documents/data sheets by EPC contractor incorporating all comments/changes.
- p) Initiate action for arranging services of vendor's specialists if required during the execution of the EPC Contract.
- q) PMC shall be involved in all activities to be carried out by EPC during erection, testing and commissioning and ensure all the systems are commissioned as per approved plan.
- r) Reliability run and Performance Guarantee test of 3x10 MW GEG plant shall be witnessed by the PMC and the test results/reports shall be checked /validated and certified by PMC against approved design/drawing/standard.
- s) Requirement of Deviations, extra items/ work, time extension if any, shall be analyzed and the recommendations shall be forwarded to OIL for approval.
- t) Process recoveries from EPC for issue of OIL's materials, hire charges, rents and taxes etc. as per provision of the contracts.
- u) Consultant shall be responsible for resolution and submission of recommendations with analysis on extra claims / disputes / arbitration cases raised by the EPC contractor/ vendors. Final acceptance/settlement shall be taken care of by OIL.

For the period upto 12 (Twelve) months after the completion of the project, the PMC shall provide such assistance from his Home Office at no extra cost to OIL. In case any visit is to be undertaken by PMC's personnel related to such services, travel related expenses shall be reimbursed by OIL at actual.

However, in case OIL desires any such services from PMC beyond 12 months after project completion, PMC shall provide the same on per-diem rate reimbursable basis, wherein if any travel is required travel related expenses shall be reimbursed by OIL at actual.

- v) For any rectification works during Defect Liability Period (12 Months from the date of completion of the project) of any EPC contractor(s) / purchase(s), PMC shall extend their supervisory / technical assistance at no extra cost.
- w) PMC will ensure proper handing over of the completed project to OIL including the left over construction surplus materials, mandatory spares, test and Inspection Certificates of all the major equipment and final as-built drawings and documents.
- x) Prepare monthly/weekly progress status reports for all works. All progress shall be duly reviewed and analyzed by PMC, with any reasons for delay, if occurred, shall be provided before forwarding it to OIL.
- y) Accident Reports - A report of the circumstances of any significant accidents occurring during execution of the project shall be forwarded to OIL by PMC
- z) Claim Reports - A report detailing the Project Manager's assessment of each claim notified by the EPC Contractors shall be prepared and submitted to OIL.
- aa) To ensure onsite knowledge transfer (with respect to operation and maintenance) to OIL team for a minimum duration of 15 days by the EPC post commissioning. Also to ensure additional 15 days onsite training exclusive for the Gas Engine by the EPC to OIL team.

### 3.8 Project Management, Cost Control & Monitoring

As a PMC for the job, the consultant shall act as an extension of the OIL, always keeping in view OIL's interests and advising/guiding OIL on all important matters and ensure that the project is completed within specified cost and time with quality deliverables. The PMC shall be completely responsible for preparing project plans and schedule in line with the Overall Project Schedule provided by OIL

This shall include the preparation and submission of:

|       |   |
|-------|---|
| a.    | Work Breakdown Structure(WBS) incorporating   |
| i.    | Assist OIL in Permissions required for project execution  |
| ii.   | Design FEED   |
| iii.  | Tendering   |
| iv.   | Contracts and work order  |
| v.    | Inspection & Expediting   |
| vi    | Delivery  |
| vii.  | Construction work   |
| viii. | Commissioning, Reliability Run & Performance Guarantee  |
| ix.   | Project close out   |
| b.    | Project Network Diagrams  |
| c.    | Project Activity List, Milestones incorporating the Early Start, Early Finish, Critical path, Late Start & Late Finish Dates, Total Float, Free Float against each activity |

#### 3.8.1 Management of Project

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

- a) Prepare and submit project organization chart to OIL.
- b) Establish Communication Procedures in Concurrence with the OIL
- c) Establish Procedures for various activities to be performed for various activities like Tendering, Inspection, Delivery, monitoring etc.
- d) Define "Scope of Work" for various groups.
- e) PMC shall attend Monthly Project Meetings with OIL at FHQ post award of LOA to EPC contractor.
- f) PMC shall participate in the Project Review meetings organized by OIL's management at Project/Corporate/ Site offices of OIL and also at Vendor's/ Contractor's offices (in India) from time to time for expeditious completion of the project within the quoted price.
- g) Project Manager shall attend Quarterly Project Progress/Review Meetings organized by OIL's management at Project/Corporate/Site offices of OIL.
- h) Surveillance on the entire project related activities.
- i) Coordination with EPC contractor relating to the procurement of items and execution of the work.
- j) Provide timely inputs in terms of design and drawings to the contractor for carrying out their activities.
- k) PMC shall regularly monitor compliance of all Acts and regulations (viz. Factories Act, Mines Act, Minimum Wages Act, Workmen's Compensation Act, Payment of Wages Act, Payment of Bonus Act, Contract Labour Act, EPS, EPF, Workmen Insurance, Labour Clearance etc.) by the EPC Contractors
- l) Provide assistance in settling all commercial issues with all the vendors/ contractors till a period of 12 (Twelve) months after the completion of the project.
- m) Based on requirement the PMC shall attend meetings with OIL within the shortest possible time wherein appropriate level of person shall be deployed.

### **3.8.2 Project Monitoring and Control**

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



- HSE report
  - Status of pending activities along with action plan (Frequency of reporting to be weekly)
  - Attendance of PMC's Manpower routed through OIL's Engineer in Charge and certified by Resident Construction Manager.
  - List of drawings/documents/data sheets received vis-a-vis receipt of modified drawings/documents/data sheets.
- b) Arrange for a DPR- Daily Progress Report & WPR-Weekly Progress Report from Resident Engineer/Site office(s) regarding cumulative progress of work.
- c) Submit a report every 30 days, indicating the stock available, material in transit, and balance material to be received as per PO's issued.
- d) Preparation of a look-ahead model/ catch-up plan for the project from time to time and ensure mobilization of adequate resources.
- e) Highlight pitfalls, if any, caused by the Vendors/ Contractors / any agency hindering execution of the project,
- f) Monitoring of EPC contractor's logistics for material delivery & Storage and provide weekly input to OIL.
- g) PMC shall also prepare the month wise cash flow statement along with cash flow forecasts as per payments schedule to be finalized with the EPC contractor.
- h) Establish cost planning and control system, which is to be submitted to OIL for approval.
- i) Prepare project close out report, including performance report of vendors/ contractors.
- j) Apart from the above deliverables of PMC, PMC shall be required to submit other documents in the form of reports, as deemed necessary for successful and timely project implementation.
- k) Identifying the root causes of the problems/ shortcomings encountered in material delivery and construction activities.
- l) PMC shall ensure that all defects and deficiencies in workmanship found during the course of work by the EPC contractors is rectified by the contractor.
- m) Establish a "Check List" and Review all contractual points before taking over from EPC Contractor.

### 3.9 Statutory clearances

- a) List out the Statutory approvals/Clearances which are required for the Project. Review approvals/Clearances already obtained by OIL from various external Authorities and recommend others which are to be obtained.
- b) PMC shall provide all necessary technical assistance to OIL during the process of obtaining permissions from statutory and other Government authorities like Central Electricity Authority, MOEF (Ministry of Environment & Forest), SPCB (State Pollution Control Board), Airport Authority of India, etc.

- c) Provide technical support, data & drawings that are required to highlight design, specification and drawings to be submitted to the concerned authorities.

#### 4.0 CODES AND STANDARDS

The latest edition of the following codes and standards shall be applied to the extent applicable

- a) Bureau of Indian Standards (BIS), Central Electricity Authority (CEA), Oil Industry Safety Directorate (OISD) and National Building Code (NBC)
- b) Other Standards as below

|                       |                         |
|-----------------------|-------------------------|
| ▪ ISO 3046 & ISO 8528 | ▪ BS EN 10204           |
| ▪ IS 13364            | ▪ ISO 9001              |
| ▪ IEC 60034           | ▪ ASME Sec II           |
| ▪ API 520             | ▪ ASME Sec V            |
| ▪ API 526             | ▪ ASME Sec IX           |
| ▪ API 670             | ▪ ASME B31.3            |
| ▪ API 671             | ▪ ASME B16.5            |
| ▪ ISO 15664           | ▪ ASTM                  |
| ▪ ISO 10441           | ▪ ANSI/AWS D1.1         |
| ▪ IEC 61508           | ▪ IS/ IEC 60079-25:2010 |

#### 5.0 PROJECT DOCUMENTS / COMPLETION/ CLOSE-OUT REPORT:

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

Follow up with EPC contractor for as-built drawings/ documents in required editable soft and hardcopies, review/approve the same and forward to OIL.

Submission of final documents in required soft and hardcopies format shall be under the following heads:

- Tabular list of all Drawings and design data sheets showing therein the Drawing/document numbers, revision details, along with confirmation that the list incorporates the latest amendments/revisions.
- As built and updated drawings & Data sheets.
- All application and operating system software, License keys (hardware key & Software keys)
- Detailed Backup and restore procedure for all software.
- Updated Data Sheet
- Updated BOM
- List of OEM Recommended spare parts for schedule and major maintenance along with parts catalogue. List to be segregated in terms of regular consumables and spares.

- h) Updated Service, Operation & Maintenance Manual and shop manual of engine and its accessories.
- i) Test Reports
- j) Construction documents (civil/mechanical/electrical/instrumentation/control)
- k) Detailed reports for HAZOP Study & Risk Analysis covering Qualitative/Quantitative risks and Risk Management Plan(RMP) & Disaster Management Plan (DMP) etc.
- l) Lesson learnt: Problems faced during the project execution and mitigation measures taken for future reference.
- m) Project Closeout Report incorporating following minimum:
  - Project brief
  - Layout diagram/detailed schemes/SLDs/ P&ID
  - List of all equipment with tag number and approximate value
  - Chronology of Approvals
  - Head Office & Site Office Organogram
  - Names of Personnel working for the project along with all contact details.
  - Any other details required for operation of the plant
  - Names of Standards referred and used in design and Engineering for various items, Construction, Inspection
  - WBS element wise “S” Curve and Overall physical progress curve
  - List of key milestones and date of actual achievement.
  - Experience gained during Project Execution and improvements for future projects.
  - Construction Photographs and videos.

## 6.0 QUALITY PLAN:

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

## 7.0 REVIEW AND APPROVALS BY OIL

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

| SI    | Document   | Review/Approve |
|-------|--|----------------|
| i.    | Project Procurement and Contracting Strategy                   | Review         |
| ii.   | PMC Organogram for project office and Construction activities. | Approve        |
| iii.  | Front End Engineering Design                                   | Review         |
| iv.   | Cost Estimation  | Approve        |
| v.    | Work procedures, Specifications, Drawings & Standards          | Review         |
| vi.   | Quality document   | Review         |
| vii.  | HSE Manual   | Review         |
| viii. | Request for Quotation (RFQ) Document                           | Approve        |

|     |  |               |
|-----|--|---------------|
| ix. | Vendor List  | <b>Review</b> |
| x.  | PMC's manpower deployment pattern for Site Supervision | <b>Review</b> |

## 8.0 TIME SCHEDULE OF PMC

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

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

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

The time frame for the major activities shall be as under

| Sl    | Activity (Start)   | Activity (End)                             | Time frame | Remarks   |
|-------|--|--|------------|---|
| (i)   | Issue of work order to PMC   | Award recommendation by PMC for EPC tender | 9 Months   | <p>a) PMC shall provide detailed Project cost estimation, EPC's eligibility &amp; evaluation criteria within 3 months from issue of work order to PMC, to enable OIL seek necessary management approvals.</p> <p>b) OIL shall review/ approve documents, data and drawings submitted by PMC within 7 working days from the date of receipt.</p> |
| (ii)  | OIL's Internal approval process for awarding LOA to EPC Contractor |  | -----      | 3 Months  |
| (iii) | Issue of work order to EPC contractor                              | Project Close out                          | 18 months  |   |

**9.0 EXCLUSION FROM CONSULTANT'S SCOPE**

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

- (i) Obtaining Statutory clearances (however extending technical support is the responsibility of PMC).
- (ii) Environment Impact Assessment Study

**10.0 ADDITION, REDUCTION IN SCOPE AND RE-TENDERING**

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

**11.0 OTHER CONDITIONS**

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

## **SUB-SECTION – 3**

## SUB-SECTION – 3

### CONSULTANT MANPOWER

#### 1.0 GENERAL

PMC shall deploy required number of qualified and experienced personnel and professional engineers and other specialists of appropriate levels to ensure:

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

#### 2.0 SUBMISSION OF MANPOWER DETAILS

The consultant shall mandatorily submit the following

- a) Along with the bid document: Bio-Data with qualification and experience in key areas for Project Manager, Planning Manager, Design Managers, Contracts Manager, Finance Manager and Resident Construction Manager. These key personnel shall be on permanent Payroll of the company.

**All documents submitted by the Bidder in support of the above shall be notarized.**

- b) After issue of LOA to PMC: Organogram at PMC office, Organogram at Project Site office and tentative Site manpower deployment pattern.
- c) Prior to Issue of LOA to EPC contractor: Bio-Data with qualification and experience for all personnel reporting to Resident Construction Manager shall be submitted to OIL for review and approval prior to their deployment.
- d) After issue of LOA to EPC contractor: Site manpower deployment pattern based on planned work milestones of EPC contractor.

#### 3.0 QUALIFICATION AND EXPERIENCE

PMC shall ensure that the manpower whose names have been proposed to be engaged for the project is not changed during the project duration. In case change is necessary, the PMC shall submit bio data of the substitute manpower. Substitution may be allowed subject to OIL's approval and providing replacement personnel of same level & experience or higher level & experience. The various categories of manpower with Qualification and experience required to be engaged for the project are detailed as under:

**Qualification and Experience**

| Sl. No | Post and Educational Qualification                | Desired knowledge  | Mandatory Experience  |
|--------|---|--|---|
| 1.     | Project Manager- Degree in any Engineering.       | Knowledge of Project Management, Contracts Management, Codes and Standards pertaining to power generation plants and electrical system, Industry accepted Best Practices in executing thermal power plant projects, Government Guidelines. | Overall experience (Minimum): 15 years in Power Sector / Oil & Gas sector projects, related to power generation and/or Electrical transmission & distribution system<br><br>Out of this 15 years, at least 8 years of experience should be in Managerial role.  |
| 2.     | Planning Manager- Degree in any Engineering.      | Knowledge of Planning & Scheduling of projects. Familiar with latest software in planning. Knowledge of various activities related to execution of thermal power plant projects.   | Overall experience (Minimum): 7 years in Power Sector / Oil & Gas sector projects, related to power generation and/or Electrical transmission & distribution system<br><br>Out of this 7 years, at least 5 years of experience should be in <b>thermal / hydro / nuclear power plant projects.</b>                        |
| 3.     | Contracts Manager - Degree in any discipline.     | Knowledge of Procurement & Contracts for goods and services in PSU/ Government entities.<br><br>Knowledge of regulations, notifications, acts pertaining to EPC contract, local tax structure, store management ,customs clearance etc.    | Overall experience (Minimum): 10 years in projects in Oil and Gas sector/ Power sector/ PSU / Government entities.  |
| 4.     | Design Manager - Degree in Electrical Engineering | Knowledge of Design and Engineering of thermal power plants, Electrical System (HT&LT), Relay coordination, grounding system, applicable standards & codes, Control system etc.  | Overall experience (Minimum): 12 years in Power Sector / Oil & Gas sector projects, related to power generation and/or Electrical transmission & distribution system<br><br>Out of this 12 years at least 6 years of experience shall be in design related work in <b>thermal / hydro / nuclear power plant projects.</b> |
| 5.     | Finance Manager - Graduate in                     | Knowledge of act / rules / regulations/ notifications  | Overall experience (Minimum): 10 years of relevant experience   |

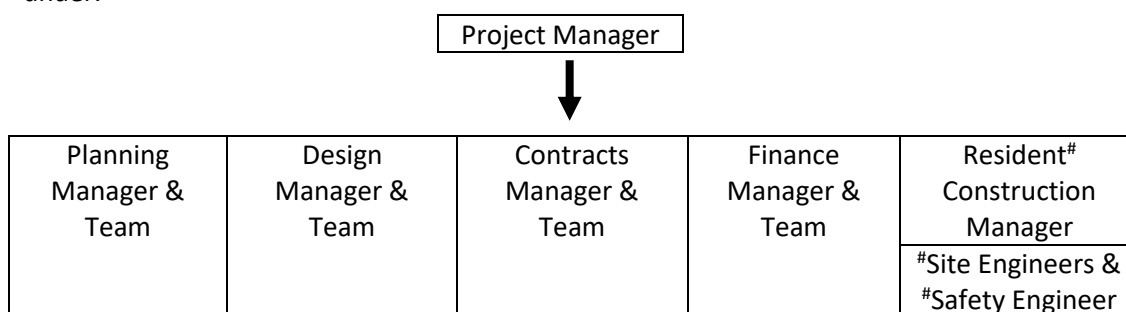


|    |  |   |   |
|----|--|---|---|
|    | Commerce / ICWA / CA / MBA in Finance  | <p>pertaining to Financial Management i.e. taxes &amp; duties.</p> <p>Knowledge of tax / duty structure for indigenous &amp; imported procurement.</p>  |   |
| 6. | Resident Construction Manager – Degree in Engineering.   | <p>Knowledge of Project Management, Construction Management, handling of contracts, Codes and Standards pertaining to construction of thermal power plants, Industry accepted Best Practices in executing power plant projects.</p>           | <p>Overall experience (Minimum): 12 years in Power Sector / Oil &amp; Gas sector projects, related to power generation and/or Electrical transmission &amp; distribution system</p> <p>Out of this 12 years, at least 6 years of experience must be in the role of site engineer/manager for <b>thermal / hydro / nuclear power plant projects.</b></p> |
| 7. | Safety Engineer- Degree in Engineering OR Degree in any discipline with relevant certificate in safety | <p>Knowledge of HSE standards, Acts &amp; Regulations, Best Industrial practices in HSE and safety aspects considered for construction works in oil &amp; gas sector.</p> <p>Certification course in Industrial Engineering is preferred.</p> | <p>Overall experience (Minimum): 5 years of experience as HSE officer in process plants/power plants.</p>   |
| 8. | Site Engineer – Degree in Mechanical Engineering   | <p>Knowledge of codes/ standards/ safety aspects in construction, installation commissioning of thermal power plant.</p>  | <p>Overall experience (Minimum): 5 years in Power Sector / Oil &amp; Gas sector projects, related to power generation and/or Electrical transmission &amp; distribution system</p> <p>Out of these 5 years at least 3 years of experience shall be in the role of site engineer/manager for <b>thermal/hydro/nuclear power plant projects.</b></p>      |
| 9. | Site Engineer – Degree in Electrical Engineering   | <p>Knowledge of codes/ standards/ safety aspects in construction, installation commissioning of thermal power plant.</p>  | <p>Overall experience (Minimum): 5 years in Power Sector / Oil &amp; Gas sector projects, related to power generation and/or Electrical transmission &amp; distribution system</p>  |

|     |   |   |  |
|-----|---|---|--|
|     |   |   | Out of these 5 years at least 3 years of experience shall be in the role of site engineer/manager for <b>thermal/hydro/nuclear power plant/Transmission projects</b> . |
| 10. | Site Engineer – Degree in Civil Engineering           | Knowledge of codes/ standards/ safety aspects in construction, installation commissioning of thermal power plant. | Overall experience (Minimum): 5 years in Power Sector / Oil & Gas sector projects.   |
| 11. | Site Engineer – Degree in Instrumentation Engineering | Knowledge of codes/ standards/ safety aspects in construction, installation commissioning of thermal power plant. | Overall experience (Minimum): 5 years in Power Sector / Oil & Gas sector /Process Plant projects.  |

#### 4.0 OVERALL STRUCTURE

The Project Manager (PM) is one of the key persons of the project and has to be engaged for the entire duration of this project. The recommended structure for PMC's manpower shall be as under.



<sup>#</sup> Deployment at Site (Site manpower)

#### 5.0 SITE MANPOWER

The details of manpower to be deployed by the PMC at Site for optimal work output is as under:

| Sl. No. | Site Manpower Category  | Total Man months <sup>@</sup> |
|---------|---|-------------------------------|
| 1       | Resident Construction Manager (RCM)                                       | 18                            |
| 2       | Site Engineer (Mechanical, Electrical, Instrumentation, Civil and Safety) | 40                            |

<sup>@</sup> Excluding support/office staff as may be deployed by the PMC for carrying out their office & miscellaneous jobs at PMC's Site office

## 6.0 SITE DEPLOYMENT PATTERN

The deployment pattern of PMC's Site Manpower (including RCM) shall be planned by the PMC keeping the project time line in mind. The deployment date and duration for each category of PMC's Site manpower (Mechanical, Electrical, Instrumentation, Civil and Safety) shall be carefully planned by the PMC based on date of issue of LOA to the EPC contractor and nature & duration of project activity planned by the EPC contractor. It shall be the PMC's responsibility to ensure appropriate deployment of PMC's manpower so that manpower is neither sitting idle nor is there an insufficiency. The PMC's site manpower deployment pattern shall be submitted to OIL for review.

## 7.0 RECOVERIES ON ACCOUNT OF ABSENCE

Recoveries on account of non-availability of the Site Manpower (including RCM), as per clause 5.0 of Sub-Section 3 of Section II, for cumulative absence of more than 10 days in a calendar year, would be as mentioned in the following table.

| Sl. No | Manpower Category             | Recovery per day / person |
|--------|-------------------------------|---------------------------|
| 1      | Resident Construction Manager | ₹ 10,000 /-               |
| 2      | Site Engineer                 | ₹ 5,000 /-                |
| 3      | Safety Engineer               | ₹ 5,000 /-                |

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

## 8.0 LIQUIDATED DAMAGES

PMC shall be liable to pay Liquidated Damages @ 0.5% of contract value per week or part thereof for delay subject to maximum of 7.5%. The following will attract imposition of Liquidated Damages

- Delay in mobilization of PMC's personnel as required under Part-3, Section-II, Sub-Section 2, para 3.1 of Scope of Services, within the stipulated date mentioned in the Mobilization Notice after Issuance of LOA.
- Delay in mobilization of PMC's Site Manpower (including RCM) within the date specified by OIL post review of PMC's proposed site deployment pattern, as required under Part-3, Section-II, Sub-Section 3, para 6.0 of Scope of Services.

The total Liquidated damages applicable under this contract (including that specified in GCC clause 18.0) shall not exceed 7.5% of the Contract value.

## **SUB-SECTION – 4**

## **SUB-SECTION – 4**

### **HEALTH, SAFETY, ENVIRONMENTAL REQUIREMENTS**

It is OIL's objective and policy to ensure that potential health and safety factors and environmental effects are assessed for all products, project activities and acquisitions. For projects this is implemented by staged audits of health, safety and environmental aspects from concept stage to completion in order to determine any shortcomings or noncompliance. PMC shall provide statements and manuals / procedures for HSE requirements along with the tender document for compliance.

The specific requirement includes the following:

#### **1.0 Project Safety Review**

A formal project safety review shall be carried out by OIL and PMC and integrated across various contracts. OIL's review team shall require data, input from key personnel from other contractors and access to all locations being used by contractor, subcontractors and suppliers. PMC shall make all necessary arrangements for such reviews as required by OIL and shall ensure that contractors make available such data, personnel and locations as required. PMC shall ensure that all recommendations and findings from safety reviews are implemented by contractors in a timely manner.

#### **2.0 Environment Pollution**

PMC shall formulate a site scrap disposal management system in line with CPCB norms and ensure strict compliance by EPC contractor/sub-contractor. The purpose of this is to prevent accidents, incidents and/or degradation/deterioration of the environment.

#### **3.0 Health, Site Safety and Security**

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

The purpose of these safety requirements shall be to prevent any accidents, incidents or events that could result in injury or fatality to personnel and/or damage or destruction to property, equipment and material of contractors, subcontractors or PMC, OIL or third parties. The requirements shall be intended to supplement any Statutory Authority/State/Municipal/local or

other regulations applicable to the site, which PMC shall be obliged to enforce on behalf of OIL. PMC shall agree with OIL's representative at site for any variation in these requirements. PMC shall monitor reports and ensure that the above requirements are fully adhered.

#### **4.0 Site Safety Organization**

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

#### **5.0 Site Safety Planning**

Prior to award of construction contracts or start of site work, PMC shall plan job safety requirement in conjunction with contractors giving due consideration to:

- (i) OIL's / PMC's Safety requirements
- (ii) Statutory requirements
- (iii) Risks/Hazards involved in working with high pressure live hydrocarbon pipelines
- (iv) Location of job site(s)
- (v) Type, background and quality of labour resources and anticipated training programs
- (vi) Nature of work, types of hazards anticipated and hazard prevention methods
- (vii) Inspection & testing activities, implementation and ensure compliance to work permit system.
- (viii) Equipment and material to be used.
- (ix) The number of personnel working concurrently in any area at the same time.
- (x) Personal protective equipment (PPE) requirements. PMC shall ensure that contractors ensure availability and usage of PPE during work execution.

#### **6.0 Preparation of Emergency Action Plan**

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

#### **7.0 Safety Activities**

PMC shall ensure that contractors / subcontractors carry out their activities in accordance with the safety plan throughout the course of the construction of the project to inculcate and maintain safety awareness among their employees. Each employee, prior to beginning work, shall be given

a safety orientation course. PMC shall be responsible for arranging and providing such trainings and ensuring consistency of knowledge and understanding across all work groups. All personnel must be fully aware of the potential hazards involved in the work they supervise and the safe practices to be followed while working on high pressure live hydrocarbon pipelines. PMC will be responsible for execution of works by following all safety measures and ensure no deviation is taken in adopting safety standards, at any cost during construction.

Additionally, following measures related to Fire shall also be ensured by the PMC

- a) Availability of firefighting equipment during execution of project.
- b) Publication and distribution of Fire safety manual, Dos & Don'ts about Fire Safety through EPC contractor to cover hazardous activities. The manual shall be published in English, Hindi and local language.
- c) Fire Safety precautions throughout the execution of the project.
- d) Proper Procedure is followed by EPC contractor during any Fire Emergency.

## **8.0 Accident Reporting and Investigation**

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

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

Part 3

**SECTION - III**

**SCHEDULE OF RATES FOR PROJECT  
MANAGEMENT CONSULTANCY**



- I. A Price schedule shall be read in conjunction with General Conditions of Contract, Scope of services, Instructions to Bidders of this Bid document.

II. Basis of Prices (SOR-1)

The fixed lump sum prices set forth shall be inclusive of all cost, risk and expense, overhead, profit and/or fee related to the satisfactory performance and completion of the Work and all taxes and duties **excluding GST**. The lump sum prices shall include any and all costs related to management, design, engineering, tendering, bid evaluation, supervision, attendance at all meetings with Owner / contractors (whether at Owner's premises, Owner's nominated location or Consultant's premises), inspection, testing and quality assurance/quality control of the Work, and Progress monitoring as more particularly described in the Scope of Services, or elsewhere in the Contract. Said lump sum prices shall include, but not be limited to, the costs of all labour, supervision, management, (including, but not limited to, wages, benefits, payroll, taxes, and other costs related thereto as are paid to employees), all equipment rental of third party equipment, communications equipment, communications charges, office infrastructure cost of consultant, all reproduction and graphics costs of whatever kind, stationery, postage and courier expenses, all insurance requirements and coverage and financing, charges for over-time working (if required), charges for working on holidays (if required), and all other costs or expenses of any type or kind whatsoever which directly or indirectly relate to accomplishing the Work and complying in full with the provisions of the Contract, and which are not otherwise set forth or referred to in the Contract as a reimbursable expense. The said lump sum prices shall be inclusive of all general administrative costs of Consultant's operation (including travel, lodging, boarding, transport facility, offices). However, the applicable GST rate to be Quoted by the bidders in the respective place in the Price Bid Format, which will be considered for evaluation. In addition to above, the quoted price shall include performance of all activities though not specifically mentioned in tender, but otherwise required for overall completion of the project.

III. Basis of Prices (SOR-2)

The prices set forth shall be inclusive of all cost, risk, overhead, profit and/or fee related to the satisfactory performance and completion of the Work, **except for Travel, boarding and lodging facilities for out-of-office visits from consultant's office, which shall be provided by OIL**. The rates shall include all taxes and duties **excluding GST**. The prices shall include any and all costs related to management, design, engineering, tendering, bid evaluation, supervision, attendance at all meetings with Owner / contractors (whether at Owner's premises, Owner's nominated location or Consultant's premises), inspection, testing and quality assurance/quality control of the Work, and Progress monitoring. The prices shall include, but not be limited to, the costs of all labour, supervision, management, (including, but not limited to, wages, benefits, payroll, taxes, and other costs related thereto as are paid to employees), all equipment rental of third party equipment, communications equipment, communications charges, office infrastructure cost of consultant, all reproduction and graphics costs of whatever kind, stationery, postage and courier expenses, all insurance requirements and coverage and financing, and all other costs or expenses of any type or kind whatsoever which directly or indirectly relate to accomplishing the

Work. However, the applicable GST rate to be Quoted by the bidders in the respective place in the Price Bid Format, which will be considered for evaluation.

**IV. ERRORS AND OMISSIONS**

Bidders shall ensure that there are no errors or omissions in the Priced Bid. All the columns of the price bid are mandatory to be filled –up. In case, there is no amount, “0” (zero) needs to be mentioned. In case any omissions are noticed in the Priced Bid, the Bid is liable to be rejected.

| PRICE SCHEDULE/ SCHEDULE OF RATES - 1 ( SOR-1)   |  |          |                            |          |  |                     |                        |                      |
|--|--|----------|----------------------------|----------|--|---------------------|------------------------|----------------------|
| Project Management Consultancy Services for 3 x 10 MW Power Plant Project  |  |          |                            |          |  |                     |                        |                      |
| The bidder shall read these SOR (s) in conjunction with the Scope of Work detailed in this Bid Document and quote accordingly. |  |          |                            |          |  |                     |                        |                      |
| Name of the Bidder   |  |          |                            |          | Quoted Currency                              |                     |                        |                      |
| Sl. No   | Description  | SAC Code | UOM                        | Quantity | Quoted Price inclusive of all taxes & duties |                     |                        |                      |
|  |  |          |                            |          | Unit Price                                   |                     | Total Price            |                      |
|  |  |          |                            |          | Unit Price in figures                        | Unit Price in words | Total Price in figures | Total Price in words |
| 1  | 2  | 3        | 4                          | 5        | 6  | 7                   | 8                      | 9                    |
| 1  | Fee for Project Management Consultancy services which includes but not limited to Plant soil investigation, Topographical survey, FEED, technical assistance for Statutory clearances, Tendering, EPC Contract finalization, Site supervision, Project Monitoring, Scheduling, Inspection, expediting services, Cost monitoring, Testing and Commissioning, Documentation/ Drawings, Project closeout etc as per details given in the Scope of Work of this Bid document |          | Lump sum                   | 1        |  | Zero                | 0                      | Zero                 |
|  | Quote Applicable Rate of GST   |          | Select From Drop Down List |          |  |                     |                        |                      |
| Total Quoted Price for SOR - 1 including quoted GST  |  |          |                            |          |  |                     |                        |                      |
| <b>Notes to SOR:</b>   |  |          |                            |          |  |                     |                        |                      |
| (1) Bidder to quote the applicable rate of GST along with SAC code.  |  |          |                            |          |  |                     |                        |                      |
| (2) Progressive Payment will be made as per Payment Milestones specified in Payment Terms, Section-IV                          |  |          |                            |          |  |                     |                        |                      |
|  |  |          |                            |          |  |                     |                        |                      |
|  |  |          |                            |          | Name of Authorized Person                    |                     | Signature with Seal    |                      |

| PRICE SCHEDULE/ SCHEDULE OF RATES - 2 ( SOR-2)   |   |          |                            |          |  |                     |                        |                      |
|--|---|----------|----------------------------|----------|--|---------------------|------------------------|----------------------|
| Project Management Consultancy Services for 3 x 10 MW Power Plant Project  |   |          |                            |          |  |                     |                        |                      |
| The bidder shall read these SOR (s) in conjunction with the Scope of Work detailed in this Bid Document. These item are for any additional works outside the scope of work of this Bid Document. |   |          |                            |          |  |                     |                        |                      |
| Name of the Bidder   |   |          |                            |          | Quoted Currency                              |                     |                        |                      |
| Sl. No   | Description   | SAC Code | UOM                        | Quantity | Quoted Price inclusive of all taxes & duties |                     |                        |                      |
|  |   |          |                            |          | Unit Price                                   |                     | Total Price            |                      |
|  |   |          |                            |          | Unit Price in figures                        | Unit Price in words | Total Price in figures | Total Price in words |
| 1  | 2   | 3        | 4                          | 5        | 6  | 7                   | 8                      | 9                    |
| 1  | Consultancy charges for extra work at Consultant's Office   |          | Man-Hours                  | 750      |  | Zero                | 0                      | Zero                 |
|  | Consultancy charges for construction and field related work |          | Man-Days                   | 100      |  | Zero                | 0                      | Zero                 |
|  | Quote Applicable Rate of GST                                |          | Select From Drop Down List |          |  |                     |                        |                      |
| Total Quoted Price for SOR - 2 including quoted GST  |   |          |                            |          |  |                     | 0                      |                      |
| Notes to SOR:  |   |          |                            |          |  |                     |                        |                      |
| (1) Bidder to quote the applicable rate of GST along with SAC code.  |   |          |                            |          |  |                     |                        |                      |
| (2) Progressive Payment will be made as per Payment Milestones specified in Payment Terms, Section-IV  |   |          |                            |          |  |                     |                        |                      |
|  |   |          |                            |          |  |                     |                        |                      |
|  |   |          |                            |          | Name of Authorized Person                    |                     | Signature with Seal    |                      |

Part 3

**SECTION - IV**

**PAYMENT TERMS FOR PROJECT  
MANAGEMENT CONSULTANCY**

### 1.0 Terms and Mode of Payment

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

Payments shall be made as per actual work progress vis-à-vis defined Payment Milestones and considering the Lump sum value quoted by the PMC against item no 1 of SOR-1 as 100%. In case any milestone is not applicable, or milestones are clubbed, Payment would be made by suitable clubbing / substitution (with due approval of Owner).

#### PAYMENT MILESTONES

| Sl.      | Description   | % Payment    | % Cumulative Payment |
|----------|---|--------------|----------------------|
| <b>A</b> | <b>Cost Estimate, FEED, Soil Testing, Drawings</b>  | <b>13.30</b> |                      |
| 1        | Submission of draft Project cost estimate and EPC contractor's eligibility/qualification criteria to OIL  | 2.00         | 2.00                 |
| 2        | Submission of final Project cost estimate and EPC contractor's eligibility/qualification criteria to OIL & acceptance of the same by OIL                  | 4.50         | 6.50                 |
| 3        | Submission of draft Design Basis document to OIL  | 2.00         | 8.50                 |
| 4        | Submission of Final Design Basis document to OIL & acceptance of the same by OIL  | 4.50         | 13.00                |
| 5        | Submission of all requisite documents/ drawings required for statutory clearances/ Permissions during the whole progress of the job till project closure. | 0.25         | 13.25                |
| 6        | Submission of final soil testing and Topographical survey report  | 0.05         | 13.30                |
| <b>B</b> | <b>Planning &amp; Scheduling</b>  | <b>0.20</b>  |                      |
| 7        | Submission of Final project plans and schedule with WBS structure to OIL & acceptance of the same by OIL  | 0.10         | 13.40                |
| 8        | Finalization and Submission of List of Milestones for Monitoring to OIL and & acceptance of the same by OIL.  | 0.10         | 13.50                |

| Sl.          | Description   | % Payment     | % Cumulative Payment |
|--------------|---|---------------|----------------------|
| <b>C</b>     | <b>Tendering</b>  | <b>13.00</b>  |                      |
| 9            | Submission of Draft Equipment Specifications for all major equipment, QAP, Vendor list  | 2.00          | 15.50                |
| 10           | Submission of Final Equipment Specifications for all major equipment, QAP, Vendor list and and Acceptance of the same by OIL.   | 4.50          | 20.00                |
| 11           | Submission of draft EPC Tender Document to OIL  | 2.00          | 22.00                |
| 12           | Submission of final EPC Tender Document to OIL and acceptance of the same by OIL.   | 4.50          | 26.50                |
| <b>D</b>     | <b>Ordering</b>   | <b>7.50</b>   |                      |
| 13           | Techno Commercial Evaluation of EPC bids and award recommendation for EPC contract  | 4.50          | 31.00                |
| 14           | Submission of Draft contract document for EPC contract  | 3.00          | 34.00                |
| <b>E</b>     | <b>Inspections and Site Supervision</b>   | <b>58.50</b>  |                      |
| 15           | Completion of all equipment Inspections as per approved QAP including submission of test and inspection report  | 5.00          | 39.00                |
| 16           | Submission and acceptance of final Site manpower deployment pattern based on planned work milestones of EPC contractor including setting up of site office and deployment of RCM at Site. | 1.50          | 40.50                |
| 17           | Prorate payment against actual Site manpower deployed including RCM (As per quantity, qualification & experience specified in NIT)  | 52.00         | 92.50                |
| <b>F</b>     | <b>Project-Close out</b>  | <b>7.50</b>   |                      |
| 18           | Project Closeout and submission of project Closure Report and all other documentations as required  | 7.50          | 100.00               |
| <b>Total</b> |   | <b>100.00</b> |                      |

**INTEGRITY PACT**

Between

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

And

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

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for ..... The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

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

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

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

**(2)** If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.



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

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

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

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

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

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

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

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

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the

Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

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

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

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

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

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

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

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

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

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

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

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

.....  
**For the Principal**

.....  
**For the Bidder/Contractor**

Witness 1: .....

Witness 2: .....

Place: Duliajan

Date.

**Form – 1****Details of Work Done  
(For satisfying the Bid Evaluation Criteria)**

| Sl. No | Description of Work | Location of Work | Client Address and contact details including email | Value of Contract | Schedule Completion Date | Date of Actual Completion | Reasons for Delay, if any |
|--------|---------------------|------------------|--|-------------------|--------------------------|---------------------------|---------------------------|
|        |                     |                  |  |                   |                          |                           |                           |
|        |                     |                  |  |                   |                          |                           |                           |

**Note:**

1. Copies of Completion Certificates along with Work Orders/Contract Documents of the Works as per Bid Evaluation Criteria are to be enclosed.
2. Do not include Work(s) completed earlier than the period indicated in Bid Evaluation Criteria here.
3. Do not include Work(s) not as per qualifying criteria indicated in Bid Evaluation Criteria here.

**SEAL AND SIGNATURE OF THE BIDDER**

**Form – 2****Present Commitments of the Bidder**

| Sl. No | Description of Work | Client & Address | Value of Contract | Contract Period | Date of Commencement of Work | % of Completion as on date | Expected Date of Completion | Remarks |
|--------|---------------------|------------------|-------------------|-----------------|------------------------------|----------------------------|-----------------------------|---------|
|        |                     |                  |                   |                 |                              |                            |                             |         |
|        |                     |                  |                   |                 |                              |                            |                             |         |

Note:

1. This list must be a full list of all type of works in hand.

**SEAL AND SIGNATURE OF THE BIDDER**

**Form – 3**  
**Format for Bio Data of Key Personnel**

Paste Photograph  
Here

|     |                                     |      |    |       |          |                  |
|-----|-------------------------------------|------|----|-------|----------|------------------|
| 1.  | Name                                |      |    |       |          |                  |
| 2.  | DOB                                 |      |    |       |          |                  |
| 3.  | Place of Birth                      |      |    |       |          |                  |
| 4.  | Nationality                         |      |    |       |          |                  |
| 5.  | Contact Details, Phone No., Email   |      |    |       |          |                  |
| 6.  | Languages Known (Read, Write Speak) |      |    |       |          |                  |
| 7.  | Educational Qualifications.         |      |    |       |          |                  |
| 8.  | Professional Qualifications.        |      |    |       |          |                  |
| 9.  | Affiliations to Professional Bodies |      |    |       |          |                  |
| 10. | Professional Experience             |      |    |       |          |                  |
|     | Organization                        | From | To | Years | Position | Responsibilities |
|     |                                     |      |    |       |          |                  |
|     |                                     |      |    |       |          |                  |
| 11. | Computer & Software's Proficiency   |      |    |       |          |                  |
| 12. | Any Other information               |      |    |       |          |                  |

**SEAL AND SIGNATURE OF THE BIDDER**



**Form – 4****CHECK LIST**

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the bidder to make sure that the necessary data/information as called for in the bid document has been submitted by them along with their offer. This, however, does not relieve the bidder of his responsibilities to make sure that his offer is otherwise complete in all respects.

Please ensure compliance and fill in relevant information against following points:

| Sl. No | Description  | Document Name | Pg. No of Document | Complied Yes/No |
|--------|--|---------------|--------------------|-----------------|
| 1      | Bid document complete in all respects with pages in sequential order.  | -----         | ----               |                 |
| 2      | Confirm that the price bid has been duly filled in for each item and complete in all respects  | -----         | ----               |                 |
| 3      | Confirm that annual financial reports for last three financial years submitted with Technical Bid.   |               |                    |                 |
| 4      | Confirm that the certificate (as per Annexure B) issued on letter head of the Chartered accountant firm is enclosed with Technical Bid.  |               |                    |                 |
| 5      | Confirm that the copies of GST registration, PAN, PF, Certificate of incorporation from Registrar of companies are submitted with the offer.   |               |                    |                 |
| 6      | Confirm that copies of documents establishing the bidder's experience & eligibility are enclosed with Technical Bid.   |               |                    |                 |
| 7      | Confirm that the duly filled in Form 1 & 2 are enclosed with Technical Bid.  |               |                    |                 |
| 8      | Confirm that the notarized Bio-Data/CV of the Key personnel viz: Project Manager, Design Manager, Resident Construction Manager, Planning Manager, Contracts Manager, Finance Manager are enclosed with Technical Bid. |               |                    |                 |
| 9      | Confirm that the duly filled in Form 3 is enclosed with Technical Bid.   |               |                    |                 |

**SEAL AND SIGNATURE OF THE BIDDER**

**Form – 5****DETAILS OF LICENSED SOFTWARE**

Certified that we have the following licensed software for Electrical system study and that our Electrical design team is adequately trained in the usage of these software for system design/study.

| Sl. No | Description of Software & Version | Purchase date | Licensed Yes/No | Remarks |
|--------|-----------------------------------|---------------|-----------------|---------|
| 1      |                                   |               |                 |         |
| 2      |                                   |               |                 |         |
| 3      |                                   |               |                 |         |
| 4      |                                   |               |                 |         |
| 5      |                                   |               |                 |         |
| 6      |                                   |               |                 |         |
| 7      |                                   |               |                 |         |
| 8      |                                   |               |                 |         |
| 9      |                                   |               |                 |         |

**SEAL AND SIGNATURE OF THE BIDDER**

**PROFORMA-A**

**LIST OF ITEMS (Equipment, Tools, Accessories, Spares & consumable)**  
**TO BE IMPORTED IN CONNECTION WITH EXECUTION**  
**OF THE CONTRACT SHOWING CIF VALUE**

Not Applicable

**Tender No: CDG8907P19**

***Please find the Bidding Format (Proforma B) under Notes and Attachment***

**BID FORM**

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

**Sub: Tender No: CDG8907P19**

*Gentlemen,*

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

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

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

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

**Seal of the Bidder:**

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

**Tender no. CDG8907P19**

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.<br/>(Page No.)</b> | <b>Non-Compliance</b> | <b>Remarks</b> |
|--------------------|----------------------------------|-----------------------|----------------|
|                    |                                  |                       |                |

**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 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.

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

To:  
M/s. OIL INDIA LIMITED,  
CONTRACTS DEPARTMENT,  
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 IFB 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 \_\_\_\_ 2018.

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), 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.

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

A. Issuing Bank:

BANK FAX NO:  
BANK EMAIL ID:  
BANK TELEPHONE NO.:  
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:  
Name of the Contact Person at the Controlling Office with Mobile No. and  
E-mail address:

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 as specified in the tender document.

**Note:**

The Bank Guarantee issuing bank branch must ensure the following:

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

- i) “MT 760 / MT 760 COV for issuance of bank guarantee.
- ii) “MT 760 / MT 767 COV for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602.



**FORM OF PERFORMANCE BANK GUARANTEE**

To:  
M/s. OIL INDIA LIMITED,  
CONTRACTS DEPARTMENT,  
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 \_\_\_\_\_ day of \_\_\_\_\_

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

- A. Issuing Bank:  
BANK FAX NO:  
BANK EMAIL ID:  
BANK TELEPHONE NO.:  
IFSC CODE OF THE BANK:
- B. Controlling Office:  
Address of the Controlling Office of the BG issuing Bank:  
Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

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

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

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Date.....

Place \_\_\_\_\_

**Note:**

The Bank Guarantee issuing bank branch must ensure the following:

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

- i) “MT 760 / MT 760 COV for issuance of bank guarantee.
- ii) “MT 760 / MT 767 COV for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602.

**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 Section-II attached herewith for this purpose and

WHEREAS, Company had issued a firm Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against Company's **Tender No: CDG8907P19**. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
  - (a) Section-I indicating the General Conditions of this Contract;
  - (b) Section-II indicating the Special Conditions of Contract
  - (c) Section-III indicating the Schedule of Rates;
  - (d) Section-IV indicating the Payment Terms.
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 LETTER OF AUTHORITY**

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

Sir,

**Sub: OIL's Tender No: CDG8907P19**

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

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

Yours Faithfully,

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

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

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

**Seal of the Bidder:**

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

**AUTHORISATION FOR ATTENDING BID OPENING**

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

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

Sir,

**Sub: OIL's Tender No: CDG8907P19**

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

Yours Faithfully,

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

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

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

**Seal of the Bidder:**

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

**To  
GM-CONTRACTS  
OIL INDIA LIMITED  
DULIAJAN-786602**

**SUB: SAFETY MEASURES FOR TENDER NO. Tender No: CDG8907P19**

**DESCRIPTION OF WORK/ SERVICE:** PMC services for setting up a Gas Engine Generator (GEG) based Power Plant having 3 Sets of GEGs of capacity 10 MW (approx.) each, at Duliajan Power Station, Assam against replacement of the existing 2 x 14.45 MW Gas Turbine Generators.

Sir,

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

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorised persons who would be supervising the jobs on day to day basis from our end are the following:

- i) \_\_\_\_\_
- ii) \_\_\_\_\_
- iii) \_\_\_\_\_

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

c) Due notice would be given for any change of personnel under item(b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be **rectified forthwith** or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Date\_\_\_\_\_

Yours Faithfully

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

FOR & ON BEHALF OF CONTRACTOR

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

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

| <b>YEAR</b> | <b>TURN OVER</b><br>In INR (Rs.) Crores /<br>US \$ Million) | <b>NET WORTH</b><br>In INR (Rs.) Crores /<br>US \$ Million) |
|-------------|---|---|
|             |   |   |
|             |   |   |
|             |   |   |

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

Place:

Date:

Seal:

Membership No. :

Registration Code:

Signature



**Proforma of Bank Guarantee towards Purchase Preference – Local Content**

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

Bank Guarantee No. \_\_\_\_\_

Dated \_\_\_\_\_

To  
Oil India Limited

\_\_\_\_\_  
India

Dear Sirs,

1. In consideration of \_\_\_\_\_ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ \_\_\_\_\_ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any / all money to the extent of Indian Rs./US\$ (in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter

or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, out liability under this Guarantee is limited to Indian Rs./US\$(in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_) and our guarantee shall remain in force until \_\_\_\_\_ (indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this \_\_\_\_\_ date of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_

WITNESS NO.1

\_\_\_\_\_  
(Signature)  
Full name and official address  
(In legible letters)  
Stamp

\_\_\_\_\_  
(Signature)  
Full name, designation and address  
(In legible letters)  
with Bank

WITNESS NO.2

\_\_\_\_\_  
(Signature)  
Full name and official address  
(in legible letters)  
Stamp

Attorney as power of  
Attorney no.\_\_\_\_\_  
Dated\_\_\_\_\_

***Purchase preference policy-linked with Local Content (PP - LC) notified vide Letter No. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG.***