
	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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FORWARDING LETTER



M/s _____

Sub: IFB No. CPG0898P19 FOR SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.



Dear Sirs,

- 1.0** OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier National 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** OIL INDIA LIMITED (OIL) is proposing to lay a 762 MM (30 inch) diameter, 40KM (approx.) long Natural Gas pipeline starting from proposed upcoming FGGS at Baghjan to CGGS, Madhuban, Duliajan for successful transportation of the estimated increased production of natural gas in the Baghjan fields.
- 3.0** In connection to this, OIL invites competitive bids from competent and experienced bidders through OIL’s e-procurement site for IFB no. CPG0898P19 One complete set of Bid Document covering OIL’s IFB is uploaded in OIL’s e-procurement portal. Bidders are invited to submit their most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

1.	IFB No./E-Tender No.	:	CPG0898P19
2.	Type of Bidding	:	Single Stage 2-Bid System [International Competitive Bidding (ICB)]
3.	Last day for online registration in OIL’s e-tender portal (for new vendors)	:	17.04.2019
4.	Bid Closing Date & Time	:	24.04.2019 at 11:00 Hrs. (IST)
5.	Technical Bid Opening Date & Time	:	24.04.2019 at 14:00 Hrs. (IST)
6.	Priced Bid Opening Date & Time	:	To be intimated to the Technically & Commercially acceptable bidders at a later date.
7.	Bid Submission Mode	:	E-tendering through OIL’s e-tender Portal.
8.	Pre-Bid Meeting Date & Place	:	08.04.2019 at 13:00 Hrs. (IST) Guwahati (The exact venue will be intimated later)
9.	Pre-Bid Query Closing Date	:	05.04.2019
10.	Bid Opening Place	:	Office of CGM (Projects) Projects Department, Oil India Limited, Duliajan -786602, Assam, India.
11.	Bid Validity	:	120 days from Bid Opening Date.

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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12.	Completion Period	:	<ul style="list-style-type: none"> Design, Engineering and approval of documents complete in all respect Manufacturing, FAT and Supply complete in all respect- 05 months from the date of issue of Letter of Award (LOA). Installation, Testing, SAT, trial run, integration of with SCADA , APPS /LDS system, Tower for Telecom system (Radio link), Commissioning & handing over complete in all respect to OIL- 10 months from the date of issue of Letter of Award (LOA).
13.	Bid Security Amount	:	Indian Bidder- Rs. 6.60 Lakh Foreign Bidder- US\$ 9535
14.	Bid Security Validity	:	150 days from date of closing of bid
15.	Original Bid Security to be submitted	:	GM(Projects-C&P), Projects Department, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
16.	Original authenticated documents to be submitted by bidder towards meeting the Bid Qualifying Criteria	:	GM(Projects-C&P), Projects Department, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
17.	Amount of Performance Security	:	For Successful Completion & covering the Defect Liability Period: -10% of the Contract Value.
18.	Validity of Performance Security	:	3 months beyond Successful Completion of Contract plus 24 months warranty period.
19.	Duration of the Contract	:	<ul style="list-style-type: none"> Design, Engineering and approval of documents complete in all respect Manufacturing, FAT and Supply complete in all respect- 05 months from the date of issue of Letter of Award (LOA). Installation, Testing, SAT, trial run, integration of with SCADA , APPS /LDS system, Tower for Telecom system (Radio link), Commissioning & handing over complete in all respect to OIL- 10 months from the date of issue of Letter of Award (LOA).
20.	Quantum of Liquidated Damage for default in timely completion	:	0.5% of the Total contract cost for delay per week or part thereof subject to maximum of 7.5%. Refer to Clause No. 17.0 of Part-3, Section-I, General Conditions of Contract (GCC)
21.	Integrity Pact	:	Must be signed & uploaded along with the Techno-commercial Un-priced Bid.
22.	Bids to be addressed to	:	GM(Projects-C&P), Projects Department, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA



	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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4.0 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 (**Enclosed in Annexure- B**).

5.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:

- 5.1 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.**
- 5.2 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.
- 5.3 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.**
- 5.4 Bidders must have a valid User ID to access OIL e-Procurement site for submission of bid. New vendor shall obtain User ID & Password through online vendor registration system in e-portal. Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, bidder may visit the OIL's E-tender site <https://etender.srm.oilindia.in/irj/portal>. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374-2807178/4903.
- 5.5 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the bidder. In the event of late registration/incomplete registration by bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- 5.6 MSEs Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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are exempted from payment of Bid Security (EMD) irrespective of monetary limit/capacity and category of registration provided that certificate issued by the relevant agency is valid (wherever validity is specified in the certificate) on the date of Bid Closing Date.

- 5.7 The Central Govt. Departments and Central Public Sector Undertakings will also be exempted from the payment of Bid Security/EMD.

6.0 **CONSULTANT**

OIL has appointed M/s. MECON Ltd., Delhi as EPCM Consultant for implementation of the project. OIL has also authorized the Consultant to enter into correspondence with bidders and obtain clarification/ confirmation, if any, with respect to this Tender. Communications to Consultant shall be addressed to

Pre order stage (before award) - e-mail: cont-delhi@mecon.co.in

Post order stage (after award) e-mail: sachinsinghal@mecon.co.in



7.0 **QUERIES/CLARIFICATIONS ON THE TENDER:**

The prospective bidders shall submit their queries/clarifications against the tender through e-mail addressed to cont-delhi@mecon.co.in; sachinsinghal@mecon.co.in of M/s. MECON Ltd., Delhi with a copy to GM(Projects-C&P), Projects Department, Oil India Limited, Duliajan, Assam-786602. E-mail: shantanukr_gogoi@oilindia.in; prodproj@oilindia.in on or before the date as per Pt. No. 10 of Sl. No. 3 hereinabove.

8.0 **IMPORTANT NOTES:**

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

- i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.
- ii) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.
- iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/cancelled, as the case may be 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,

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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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.

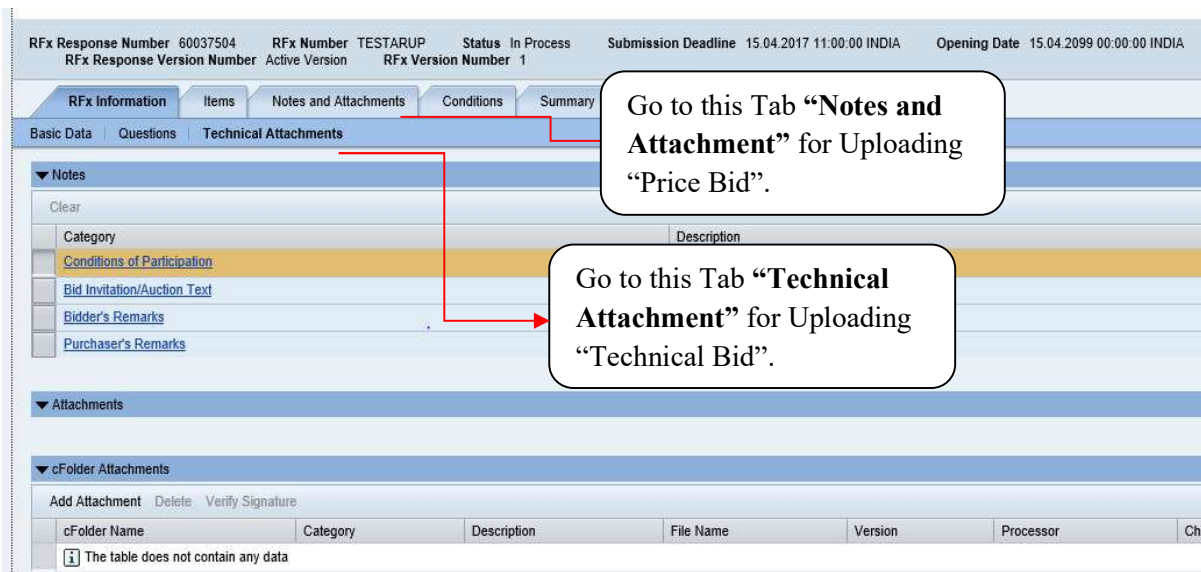
- v) **BIDDERS ON HOLIDAY LIST:** The bidders who are on Holiday of OIL on the due date of submission of bid/during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/evaluation/award.
- vi) 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 CGM(Projects), Oil India Ltd., Duliajan in presence of the authorized representatives of the bidders.
- vii) 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.
- viii) 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 II of Part 2- Bid Rejection Criteria.

- ix) The bid along with all supporting documents must be submitted through OIL's e-Procurement site only except the following documents which shall be submitted manually by the bidder in duplicate in a sealed envelope super scribed with OIL's IFB No./E-Tender No., Bid Closing Date and marked as "Original Bid Security/Catalogue and Literature/ Power of Attorney" etc. as the case may be and addressed to GM(C&P)-Projects Department, Oil India Limited, Duliajan, Assam-786602, India.
 - a. Original Bid Security
 - b. Power of Attorney for signing the bid physically and digitally.
 - c. Integrity Pact (if applicable)
 - d. Any other document required to be submitted in original as per tender requirement.

Out of the above documents, original Bid Security must be received at GM(C&P)-Projects Office, Projects Department, Oil India Limited, Duliajan, Assam-786602, India on or before 12.45 Hrs. (IST) on the technical bid closing date failing which the bid shall be rejected. A scanned copy of the Bid Security shall also be uploaded by the bidder along with their Technical Bid in OIL's E-procurement site.

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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Go to this Tab “**Notes and Attachment**” for Uploading “Price Bid”.

Go to this Tab “**Technical Attachment**” for Uploading “Technical Bid”.

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.



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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED



SR. OFFICER (PROJECTS-C&P)
For **CHIEF GENERAL MANAGER-PROJECTS**
For **RESIDENT CHIEF EXECUTIVE**

END OF FORWARDING LETTER
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	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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**SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s
OIL INDIA LTD. (IFB No. CPG0898P19)**

VOLUME I : COMMERCIAL	
PART I	INTRODUCTION TO BIDDERS
PART II	BID EVALUATION CRITERIA
PART III	SECTION I: <u>GENERAL CONDITIONS OF CONTRACT</u>
	SECTION IIA: <u>SPECIAL CONDITIONS OF CONTRACT</u>
	<u>SECTION II B: ANNEXURES TO SCC</u>
	Annexure-1 : COMPLETION SCHEDULE Annexure-2A : SCHEDULE OF RATES Annexure-2B : SCHEDULE OF PAYMENTS
PART IV	<u>ANNEXURES TO BID</u>
	ANNEXURE –A : LIST OF ITEMS
	ANNEXURE –B : INTEGRITY PACT
	ANNEXURE –C : FORMAT OF DECLARATION BY SELLERS WHO DO NOT HAVE A PE IN INDIA
	ANNEXURE –D : FORM 10F
PART V	PROFORMAS
VOLUME II: TECHNICAL	



	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
---	--	---

CONTENTS

1.0	SCOPE OF BID	4
2.0	ELIGIBILITY TO BID:	4
3.0	MULTIPLE/ALTERNATIVE BIDS:	5
4.0	TRANSFERABILITY OF BID DOCUMENTS:	5
5.0	AMENDMENT OF BID DOCUMENTS:	5
6.0	LANGUAGE OF BID :	5
7.0	INTENTION TO BID:	6
8.0	A. BIDFORM	6
B.	CURRENCIES OF BID AND PAYMENT:	6
9.0	BID PRICES	6
10.0	BID SECURITY	6
11.0	EXEMPTION FROM SUBMISSION OF BID SECURITY	8
12.0	PERIOD OF VALIDITY OF BIDS:	8
13.0	SIGNING OF BIDS:	9
14.0	SUBMISSION OF BIDS:	10
15.0	DOCUMENTS COMPRISING THE BID:	10
16.0	INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:	VOID 12
17.0	DEADLINE FOR SUBMISSION OF BIDS:	13
18.0	LATE BIDS:	13
19.0	MODIFICATION AND WITHDRAWAL OF BIDS:	13
20.0	EXTENSION OF BID SUBMISSION DATE:	14
21.0	COMPLIANCE WITH TENDER	14
22.0	CLARIFICATION ON BIDDING DOCUMENTS:	14
23.0	PRE-BID MEETING:	14
24.0	OFFER WITHOUT ANY DEVIATION:	15
25.0	PRICE CHANGES/IMPLICATIONS AFTER OPENING OF TECHNICAL BIDS:	16
26.0	BID EVALUATION CRITERIA:	16
27.0	BID REJECTION CRITERIA:	16
28.0	BID OPENING:	17
29.0	EVALUATION AND COMPARISON OF BIDS:	17
30.0	COMPARISON OF OFFERS	18

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
---	--	---

31.0	OPENING OF PRICED BIDS:	18
32.0	NOTIFICATION OF AWARD OF CONTRACT/ORDER:	23
33.0	CONTACTING THE COMPANY AFTER BID OPENING:	24
34.0	COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:	24
35.0	PERFORMANCE SECURITY:	24
36.0	SIGNING OF CONTRACT:	25
37.0	FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:	26
38.0	CREDIT FACILITY:	26
39.0	MOBILISATION PERIOD:	26
40.0	MOBILISATION ADVANCE PAYMENT:	26
41.0	INTEGRITY PACT:	26
42.0	LOCAL CONDITIONS:	27
43.0	CONFLICT OF INTEREST:	27
44.0	TERMS OF PAYMENT:	27
45.0	ONLINE AVAILABILITY OF PRICE BID:	27

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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VOLUME-IPART – I

INSTRUCTIONS TO BIDDERS (ITB) AND GENERAL TERMS & CONDITIONS



M/s. MECON Ltd., Delhi (MECON) hereinafter “the Consultant” on behalf of Oil India Limited (OIL) hereinafter “the Company/Owner” wishes to receive bids as described in the Bidding Documents.

1.0 SCOPE OF BID

- 1.1 The scope of Bid shall be as defined in the Terms of Reference and Specifications issued as part of Bidding Document. The bidder is expected to examine IFB, e-bidding guidelines on OIL website, all instructions, form/formats, terms, specifications and drawings etc., enclosed in the bid documents. Failure to furnish all information required by the Bid Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at bidder’s risk and may result in the rejection of the Bid.
- 1.2 The successful bidder shall be expected to fulfil the requirements of Scope of Bid within the contractual period stated in bidding document
- 1.3 Throughout this Bidding Documents, the term “Bid” and “Tender” and their derivatives (“Bidder/Tenderer”, “Bid/Tendered/Tender”, “Bidding/Tendering”, etc.) are synonymous, and day means calendar day. Singular shall also mean plural and vice versa.

2.0 ELIGIBILITY TO BID:

- 2.1 Eligible bidder means, a bidder meeting the BQC criteria as per the bidding document.
 - 2.1.1 Pursuant to qualification criteria specified in Bidding Document, the bidder, along with his bid, shall furnish all necessary supporting documentary evidence to establish the Bidder claim of meeting qualification criteria.
 - 2.1.2 The documentary evidence of the bidder’s qualifications to perform the contract if their bid are accepted, shall establish to the Owner’s/Consultant’s satisfaction that, the bidder has the financial and technical capacity necessary to perform the contract.
- 2.2 **Consortium, Un-incorporated JVs etc. cannot bid.**
- 2.3 A bidder shall not be affiliated with a firm or entity:
 - 2.3.1 that has provided consulting services related to the project during the preparatory stages of the works or of the project of which the works form a part, or
 - 2.3.2 that has been hired by the Owner as Engineer/Consultant for the contract.
- 2.4 Bidder should not be under Liquidation, Court Receivership or similar proceedings. In case the bidder is under Liquidation, court receivership or similar proceedings, the offer submitted by such bidder shall be rejected. **Bidder shall submit a self-declaration on their letter head in this regard as per PROFORMA-Q.**
- 2.5 The bidder should not be on Holiday/Negative list of OWNER on due date of submission of bid. If the documents were issued inadvertently/downloaded from website, offers submitted by such bidders shall not be considered for opening/evaluation/award.
- 2.6 If the Bidder is placed on Holiday/Negative list of OWNER after opening of unpriced bids but before opening of price bids, further evaluation of bid of such bidders shall be stopped and the corresponding price bid will not be opened.

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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3.0 MULTIPLE/ALTERNATIVE BIDS:

- 1.1. A bidder (i.e., the bidding entity) shall, on no account submit more than one bid either directly (as a single bidder) or indirectly (as a sub-contractor) failing which following actions shall be initiated:
 - 1.1.1. All bids submitted by such bidder (say ‘A’) as a single bidder or as a consortium, shall stand rejected and BID SECURITY, if any, in case of all such bids submitted by bidder ‘A’ shall be forfeited.
 - 1.1.2. If another bidder (say ‘B’) has proposed bidder ‘A’ as a sub-contractor, then bidder ‘B’'s bid shall also be rejected. However, in case the bidder ‘B’ has also proposed an alternative sub-contractor who is other than the bidder ‘A’, then bidder ‘B’'s bid shall be evaluated with the proposed alternative sub-contractor only. Hence, every bidder shall ensure in his own interest that his proposed sub-contractor is not submitting alternative/multiple bids.
 Note: However, in case MECON has proposed a list of sub-contractors/sub-vendors in the bidding document itself which shall be common for all the bidders, the above provision shall not be applicable as long as only the sub-contractors/ sub-vendors are common in case of various bidders.
- 1.2. Alternative priced bids are not acceptable. A bidder who submits alternative bids will cause all alternative bids to be disqualified.

4.0 TRANSFERABILITY OF BID DOCUMENTS:



- 4.1 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.
- 4.2 Unsolicited bids will not be considered and will be rejected straightway.

5.0 AMENDMENT OF BID DOCUMENTS:



- 5.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum.
- 5.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab “Technical Rfx” and under External Area-“Amendments” folder. The addendum will also be hosted on the OIL websites <http://oil-india.com> and Govt. Procurement Portal. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal [“Technical RFX” Tab and under the folder “Amendments”] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

6.0 LANGUAGE OF BID:

- 6.1 The Bid prepared by the bidder, all correspondence/drawings and documents relating to the bid exchanged by the bidder with the Owner/Consultant shall be in English language only. If the supporting documents are not in English language, then the English translation copy of the same shall also be furnished duly certified from any one of the following:
 - a) Official of Indian Embassy/High Commission/Consulate General situated in the country where language has been translated.

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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- b) Official of Embassy/High Commission/Consulate General of the country where language has been translated, in India.
- 6.2 In case any printed literature furnished by the bidder in another language and is accompanied by an English translation, in which case, for the purpose of interpretation of the bid, the English translation shall govern.
- 7.0 INTENTION TO BID:**
- Within 5 days of downloading bidding document, bidder shall confirm his intention to bid by mail.
- 8.0 A. BIDFORM**
- The bidder shall complete the Bid Form as per **Proforma B** in Part-V
- B. CURRENCIES OF BID AND PAYMENT:**
- Shall be as per Cl. No. 53 of SCC.
- 9.0 BID PRICES**
- 9.1 The bidder shall e-quote Bid Prices on the appropriate format for “Price Schedule” (SOR/P) enclosed as part of Bid Document.
- 9.2 Quoted prices shall be net of discount, if any. Conditional discounts, if offered by a bidder, shall not be considered for evaluation.
- 9.3 Price quoted by the bidder, shall remain firm, fixed and valid until completion of the contract and will not be subject to any variation, except as otherwise specifically provided in the Bidding Documents (Statutory variation). Bidder’s prices shall also remain firm and fixed on account of foreign exchange variation unless otherwise any specific provision is indicated in bidding document.
- 9.4 The bidder shall quote the prices after careful analysis of cost involved for the performance of complete work considering all parts of the Bidding Documents. In case, any activity though specifically not covered but is required to complete the work as per scope of work, scope of supply, specifications, standards, drawings, bidding document including its commercial section, SCC or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 10.0 BID SECURITY**
- 10.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 10.8.
- 10.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the “Forwarding Letter” or an equivalent amount in other freely convertible currency and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT vide **Proforma-D in Part-V** or a Bank Draft/Bankers’ cheque in favour of OIL and payable at Duliajan, Assam 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

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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- 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.

Note: 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 issued by the Bank must be routed through SFMS Platform as per 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”.

Bidders are to submit the copy of SFMS Message as sent by the issuing Bank Branch along with the original Bank Guarantee.



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.

OIL shall not be liable to pay any bank charges, commission or interest on the amount of bid security.

- 10.3 **Bidders can submit Bid Security on-line through OIL’s electronic Payment Gateway.**
- 10.4 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder’s cost.
- 10.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.
- 10.6 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 35** below is furnished.
- 10.7 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 10.8 The Bid Security may be forfeited:
 - i) If the bidder withdraws the bid within its original/extended validity.
 - ii) If the bidder modifies/revise their bid suo-moto.
 - iii) If the bidder does not accept the order/contract.
 - iv) If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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- 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. 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 3(three) years.
- vi) The scanned copy of the original Bid Security in the form of either Bank Guarantee 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 GM(Projects-C&P), Oil India Ltd., Duliajan-786602(Assam), India in a sealed envelope which must reach GM(Projects-C&P)’s office on or before 12:45 Hrs (IST) on the Bid Closing date.**
- 10.9 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.
- 11.0 EXEMPTION FROM SUBMISSION OF BID SECURITY**
- 11.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.
- 11.2 MSEs Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit/capacity and category of registration provided that certificate issued by the relevant agency is valid (wherever validity is specified in the certificate) on the date of Bid Closing.
- 11.3 DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:**
Copy of valid Registration Certificate to be submitted, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres 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 Udyog Aadhaar Memorandum (UAM) or any other body specified by Ministry of MSME. The certificate issued by the relevant agency is to be valid (wherever validity is specified in the certificate) on the date of Bid Closing.
- 11.4 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.
- 12.0 PERIOD OF VALIDITY OF BIDS:**
- 12.1 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.

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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- 12.2 In exceptional circumstances, the Company may solicit the Bidder's consent to extend the period of validity for a specified additional period. 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.

13.0 SIGNING OF BIDS:



- 13.1 Bids are to be submitted online through OIL's e-tender portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organization's Name [e-commerce application (Certificate with personal verification and Organisation Name)] and Encryption Certificate as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only 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 in original shall be submitted by bidder as mentioned in Para 13.2 below.

In case the digital signature is not of "Class-3" with organization name, the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

- 13.2 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-G in Part-V**) shall be indicated by written Power of Attorney accompanying the Bid.
- 13.3 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.
- 13.4 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.
- 13.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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14.0 SUBMISSION OF BIDS:



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-tender 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 under Heading **HELP DOCUMENTATION** are available in OIL's e-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "**Technical Attachment Tab**" Page only. Prices to be quoted as per **SOR format given in tender** and should be uploaded as Attachment just in the attachment link under "Notes & Attachments" Tab under General Data in the e-portal. **NO PRICE SHOULD BE GIVEN IN THE "TECHNICAL ATTACHMENT", OTHERWISE BID SHALL BE REJECTED.** The priced bid should not be submitted in physical form which shall not be considered.

15.0 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 the following documents:

15.1 PART - I: TECHNO-COMMERCIAL/ UNPRICED BID (to be uploaded in "Technical Attachments" tab)

- a) Offer Covering letter indicating Offer Reference No. (in bidder's letter head)
- b) Power of Attorney in favour of Authorized signatory of the bid, as per Form G
- c) Bid Form as per Form B without indicating the prices
- d) STATEMENT OF NON-COMPLIANCE as per Form C
- e) Bid Security as per Form D
- f) Documentation against Bidder's Qualification Criteria
- g) Integrity Pact as in Annexure B to ITB
- h) General Information of the bidder as per Form – I
- i) Sub-Form-J1, J2 & J3
- j) Reply to Commercial Questionnaire as per PROFORMA-K
- k) Check list for submission of Bid as per PROFORMA-M
- l) Self-Declaration as per Form – N
- m) Undertaking by Bidders towards submission of authentic Information/Documents as per Form – O
- n) Information about any Current Litigation/Arbitration, if any, in which bidder is involved or details regarding Holiday/Banning and Liquidation, Court Receivership as per Form – Q
- o) Format for Certificate By Chartered Accountant & Chartered Engineer for owned equipment as per Form R & S

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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- p) Exact Un-priced copy of Priced Bid in price schedule format issued with the bidding document duly indicating ‘Q’ (**Quoted**) in place of “price” and ‘NQ’ (**Not Quoted**) where against each item (as applicable) where price to be quoted.
- q) Cover sheet of Addendum/Amendment (if any).
- r) Documentary evidence in case bidder is MSE bidder.
- s) Technical Compliance/data sheets/documents, required as per Material Requisition.
- t) Terms & Conditions for Indian Sourced Components/Services Offered by Foreign Bidder, if applicable and sourced by bidder.
- u) Compliance to requirement of PAN No., GST certificate, PF and ESIC certificates or Tax Residency Certificate as per relevant forms provided in Bidding Forms (applicable for foreign bidder in case of Site work/services in India is required as per scope of Bidding Document);
- v) Any other document required as per, Technical Specifications;

Please note that, price should not be mentioned in the “Technical Attachments” tab. The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

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

15.2 PART-II : PRICED BID(to be uploaded in “Notes and Attachments” tab)

Priced Bid containing only prices filled in the prescribed price schedule excel format and other formats provided in the Bidding Document, consisting of the following :

- a) Prices in Price Schedule formats issued with bidding document shall be uploaded at the designated place of the e-tender portal of OIL



Notes:

1. Priced Bid shall be uploaded in Notes and Attachments” tab of e-tender portal as mentioned above
2. **Deviation to terms & conditions, presumptions etc. shall not be stipulated in Priced part of bid. In case of any conditions stipulated in priced bid, the bids of such bidders shall be summarily rejected and shall not be considered for further evaluation. Evaluation shall be carried out excluding such bidder(s).**

15.3 No Physical Bids/Offeres shall be permitted. The offers/bids submitted online on e-tender portal of OIL shall only be considered for evaluation and ordering.

15.4 Bidders are required to submit the following documents in original also as per the manner prescribed in the bid document in sealed envelope titled “Original Documents for respective IFB. No” and the same shall be sent to GM(Projects-C&P), Projects Department, Oil India Ltd., Duliajan-786602(Assam). Kind Attention: (Name mentioned in BID document) General Manager (C&P) within the final bid due date, besides uploading the scanned copies of the same on E-tender portal along with the e-bid:

- i) Original EMD/Bid Security along with 2(two) copies) (if applicable).

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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- ii) Power of Attorney (POA) in favour of the bid signatory for signing the bid that such person (s) is/are authorised to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
- iii) Any other document required to be submitted in original as per bid document requirement.

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



- 15.5 Timely delivery of the documents in physical form as stated in Para 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.
- 15.6 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 15.5 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 to be executed under this contract.
- 15.6 Bidder shall furnish quotations only for those items/parts:
 - a) For which bidder is enlisted with OIL (Limited tender); or
 - b) For which bidder can supply strictly as per Technical specifications including fulfillment of Bidder Qualification Criteria wherever applicable.

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.

Should it be established at any subsequent point of time that the above statement of the bidder is not correct or that any other amount of remuneration/commission either in India or abroad is being paid to any one (who is not an employee of the bidder), the bidder would be liable to be debarred from participating in the future tenders of OIL. Failure to give such information will lead to rejection of the offer.

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.

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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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.

However, Agent/ Consultant/ Representative/Retainer/Associate are permitted to attend bid opening and claiming of payment for their services, provided such as Agent/ Consultant/ Representative/Retainer/Associate has a power of attorney/letter of authority setting out very clearly his role, which will be limited to such areas of activity as downloading of bid documents, attending of bid opening and claiming of payment for their services, provided further that such a power of attorney/letter of authority is submitted to OIL in advanced for scrutiny and acceptance or otherwise.

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. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.
- 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 15.4 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:

E-tender system of OIL shall close immediately after the deadline for submission of bid. 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 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.**

Unsolicited bids or bids being submitted in physical form/to address other than one specifically stipulated in the bid document will not be considered for opening /evaluation/award and will be returned to such bidders.

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 The Bidder's modification or withdrawal notice may also be sent by fax/ e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 19.3 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 19.4 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

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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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 such a case, all rights and obligations of the Owner/Consultant and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

21.0 COMPLIANCE WITH TENDER

21.1 This Tender has been issued on **ZERO DEVIATION BIDDING basis**, wherein bids with deviations shall not be acceptable. In view of the same, bidder in his own interest is advised not to submit any deviation. Owner/Consultant reserves right to carry out bid evaluation with available information in the bid without any post-bid correspondence. Accordingly, bidder shall submit Techno-commercial compliance format duly signed as token of his acceptance.

21.2 Zero Deviation Terms :

Firm prices, Earnest money deposit (EMD)/ id Security, Scope of work, Specifications, Price schedule, Delivery/Completion Schedule, Payment Terms, Period of validity of bid , Performance Bank Guarantee (PBG)/Security Deposit, Guarantee of Material/Works, Arbitration/Resolution of dispute, Force Majeure, applicable laws & any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of the bid.

21.3 Bidder shall furnish quotations only for those items/ parts:

- a) For which bidder is enlisted with OIL (Limited enquiries); or
- b) For which Bidder can supply strictly as per Technical specifications including fulfilment of Bidder Qualification Criteria (BQC) wherever applicable (Press enquiries).



22.0 CLARIFICATION ON BIDDING DOCUMENTS:

22.1 A bidder may seek clarification regarding the Bidding Document provisions, bidding process and/or rejection of his bid. Consultant/Owner shall respond to such requests within a reasonable time. However, such information relating to the evaluation of bids and recommendation of award shall not be disclosed to any other persons not officially concerned with the bidding process.

22.2 A prospective bidder requiring any information or clarification of the Bidding Documents, may notify the Consultant in writing by e-mail/post at Consultant's mailing address indicated in the Bidding Document. All question/queries should be referred to MECON not later than 3 (three) days before scheduled date and OWNER/MECON reserves the right not to entertain any pre-bid query after cut-off date. Reply to Pre-Bid Queries shall be hosted on Tender portal.

22.3 Any modifications of the Bidding/RFQ Document, which may become necessary as a result of pre-bid queries/pre-bid discussion, shall be intimated to all the bidders through issuance of an Addendum/Corrigendum/Amendment.

23.0 PRE-BID MEETING:



	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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- 23.1 Wherever pre-bid meeting is applicable, as specified in the bidding document, bidders in their own interest are advised to take part in the pre-bid meeting seriously by issuing their genuine queries and also by attending the pre-bid meeting by their competent personnel.
- 23.2 Bidder shall submit their queries strictly within cut-off date after which, Owner/Consultant shall reserve the right not to entertain any queries.
- 23.3 Pre-bid meeting shall be attended by competent representative(s) of the Bidder.
- 23.4 For cases where Bidders are required to meet Bidder Qualification Criteria (BQC) for their qualification against Bidding/RFQ Documents, Bidders may carry their qualification documents, which they feel are meeting the BQC during the pre-bid meeting.
- 23.5 In case of group wise/basket evaluation, the final group/basket to be quoted by the Bidders may be revised post pre-bid meetings. In view of the same, along with the pre-bid queries, bidders may submit the details of the equipment/items out of a group for which they can meet Bid Documents/Technical Specifications, enabling OIL/Consultant to take suitable decision on revising group/basket.
- 23.6 Conclusion of the pre bid meeting shall be uploaded as “Record Notes of Pre-bid Meeting/Reply to Pre-bid Queries, containing clarifications to the queries” on Tender portal. Any modification/amendment to the commercial or technical part of the bidding document shall be issued through an amendment/addendum or a Corrigendum. This addendum/amendment/Corrigendum shall be considered a part of the bidding document. However, Record Notes of Pre-bid Meeting/Reply to Pre-bid Queries containing clarification shall not be considered a part of bidding document.
- 23.7 Based on pre bid discussion and clarifications thereof, bidder shall endeavour to submit techno-commercially compliance bid.

24.0 OFFER WITHOUT ANY DEVIATION:

- 24.1 Owner/MECON will appreciate submission of offer based on the terms and conditions in the bid document, Scope of Work, and Technical Specification enclosed with Material Requisition etc. to avoid wastage of time and money in seeking clarifications on technical/commercial aspect of the offer. Bids having any deviation to the bid document Terms & Conditions shall lead to the offer liable for rejection.
- 24.2 If a bidder has not quoted any part/component, Freight, TPI charges, the same shall be considered inclusive.
- 24.3 Non-compliance shall result in rejection of the corresponding item/group/block.
- 24.4 Error/non submission of Taxes & Duties

The evaluation and ordering shall be carried out considering the rates of Taxes & Duties as quoted in the bid. In case quoted Taxes are more than the applicable rate, the evaluation shall be carried out based on the quoted rate but applicable rate of tax shall be clarified before placement of order.

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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24.5 Taxes & Duties, if not quoted:

- a) Composite bidding – Bids shall be rejected.
- b) Other than Composite bidding: Bidder shall be given chance to absorb the same, failing which the bid shall be rejected.

25.0 PRICE CHANGES/IMPLICATIONS AFTER OPENING OF TECHNICAL BIDS:

- 25.1 In the event of any unsolicited price increase sought by any bidder, subsequent to the bid due date, the bid of such a bidder shall be rejected, in case the bidder does not agree to withdraw the price increase. Wherever, decision is taken to reject a bid, Bid Security, if submitted by the Bidder, shall also be forfeited.
- 25.2 In the event of any suo-moto decrease in price sought by a Bidder subsequent to the bid due date and which is not as a result of any change in scope of supply or terms and conditions specified in the bid document, the reduction in price shall not be considered for evaluation, however, the same shall be considered for ordering in case the Bidder happens to be the lowest techno-commercially acceptable.



26.0 BID EVALUATION CRITERIA:

If there is correction/wrong entry or a difference between the values entered in figures and in words, the following procedure shall be adopted for evaluation:

- i) When there is a difference between the rate in figures and in words for an item, the rate which corresponds to the amount worked out by the Bidder for the item based on the quantity specified, shall be taken as correct.
- ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the Bidder shall be taken as correct.
- iii) When it is not possible to ascertain the correct rate as detailed above, the rate quoted for the item in words shall be adopted as the quoted rate.
- iv) If the total amount written against an item does not correspond to the rate written in figures and if the rate in words is not written by the bidder, then the higher of the rates, i.e. higher of the rate worked out by dividing the amount by the quantity and the rate quoted shall be considered for evaluation. In the event that such a bid is determined as the lowest bid, the lower of the rates shall be considered for ordering.

27.0 BID REJECTION CRITERIA:

- 27.1 **Bids are invited under Zero Deviation bidding basis. Bids with deviations shall be rejected.**
- 27.2 Owner/Consultant reserves the right to verify the authenticity of Digital Signature. In case Digital Signature is not authorized, the bid shall be rejected.
- 27.3 If a bidder submits prices in un-priced part of bid, the bid shall be rejected. Prices uploaded at the designated priced folder of the e-tendering website shall only be considered.
- 27.4 Mere acceptance of above mentioned points will not make bidder automatically qualify for this tender. Bidder to refer **Part II of Volume – I** for detailed Bid Evaluation Criteria.



	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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28.0 BID OPENING:

- 28.1 Company will open the Technical Bids, including submission made pursuant to clause 15.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per **Proforma-H in Part-V**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only “Technical Attachment” will be opened. Bidders therefore should ensure that technical bid is uploaded in the “Technical Attachment” Tab Page only in the e-portal.
- 28.2 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.
- 28.3 Bids which have been withdrawn 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.
- 28.4 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.

29.0 EVALUATION AND COMPARISON OF BIDS:

- 29.1 The Company will evaluate and compare the bids as per **BID EVALUATION CRITERIA (BEC)**, PART-II of the Bid Documents.
- 29.2 **DISCOUNTS/REBATES:** Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.
- 29.3 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates. **Conditional bids are liable to be rejected at the discretion of the Company.**
- 29.4 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.

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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- 29.5 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 29.6 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.
- 29.7 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.

30.0 COMPARISON OF OFFERS



- 30.1 The "Schedule of Rates" for complete scope of work excluding GST shall be taken up for evaluation and entire work shall be finalized on least cost to owner.

30.2 Other Conditions Related to Bid Evaluation:

- i. Input Tax Credit on GST (Goods & Service Tax) if available to Owner & the same shall be considered for the Purpose of evaluation.
- ii. Prices quoted in PRICE BID as per the requirement of the bidding document shall only be considered for evaluation.
- iii. Offer evaluation and ordering shall be on lowest bottom line group price basis in case of Group Bid Documents or on in individual item wise lowest basis or on bottom line basis as mentioned in Price schedule.
- iv. In case, price increase is sought by the L1 bidder after priced bid opening and the bidder does not agree to withdraw the price increase, the order shall not be placed with price increase and the tender enquiry shall be re-floated. Wherever, decision is taken to reject a bid, EMD/Bid Security, if submitted, by the Bidder, shall also be forfeited and appropriate penal action shall be initiated, as per Company Policy.

- 30.3 **Purchase Preference to MSE bidders:** Not applicable for subject tender.

- 30.4 OIL/Consultant shall allow **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 in this tender. Bidders seeking benefits, under this Policy (linked with Local Content) (PP-LC) shall have to comply with all the relevant provisions and shall submit relevant undertakings/documents applicable for this policy as specified below:

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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30.06.1. 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 or exemption in submitting Earnest Money Deposit/Bid Security under the MSE policy, then it shall be construed that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.

30.06.2. Bidders seeking Purchase Preference (linked with Local Content) (PP-LC) shall be required to meet/exceed the target of Local Content (LC) which in this case is 25%.

30.06.2.1. Such bidders shall furnish following undertaking from the manufacturer on manufacturer's letter head along with their techno-commercial bid. The undertaking shall become a part of the contract.

"We _____ (Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. 25% for claiming purchase preference linked with Local Contents under the Govt. Policy against under tender no. _____."



30.06.2.2. 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 manufacturer) meet the mandatory Local Content requirements of the Goods and/or Services i.e. 25% quoted vide offer No. _____ dated _____ against OIL's tender No. _____ by M/s. _____ (Name of the bidder)."

Notes:

- a. 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.
- b. In case the manufacturer himself is bidding then the certificate shall be submitted by the Statutory Auditors of the manufacturer who shall provide the break-up of the cost component as per FORM – A1 of Bidding forms.
- c. In case of bidder is a supplier quoting on behalf of manufacturer then the certificate shall be submitted by the Statutory Auditors of the supplier who shall provide the break-up of the cost component of the manufacturer as per FORM – A1 of bidding forms. The responsibility for the certificate provided by the statutory auditor of the supplier shall be that of the supplier.
- d. In case the tender scope covers testing, installation and commissioning and any other services in respect of the supplied goods/equipment then such costs shall also be considered in LC for which the bidder shall provide certificate from the Statutory Auditors or the Chartered Accountant as the case may be.

30.06.2.3. At the bidding stage the bidder shall provide Break-up of "Local Component" and "Imported Component" in the prescribed format and submit/ uploaded (in the e-procurement portal in case of e-tender) along with their price.

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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30.06.3. Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference of 10% i.e. where the evaluated price is within 10% of the evaluated lowest price of Non Local Content (NLC) 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.

30.06.3.1. 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 prices in sealed envelopes. Envelopes of the bidders shall be opened and award shall be made to the lowest evaluated TA/CA (Techno-Commercially Acceptable) 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.

30.06.4. 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 quantity will be awarded to L1 (i.e. NLC bidder). Prescribed 50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.

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

30.10.4.2. When the tendered goods/services cannot be divided in the exact ratio of 50%/50% then OIL reserves 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).



30.06.5. Deleted

30.06.6. 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.

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.

30.06.7. Determination of LC :

30.06.7.1. LC shall be computed on the basis of the cost of domestic components in goods compared to the whole cost of product. The whole cost of product shall be constituted of the cost spent for the production of goods, covering direct component (material) cost, direct manpower cost, factory overhead cost and shall exclude profit, company overhead cost and taxes for the delivery of goods.

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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30.06.7.2. The criteria for determination of the Local Content cost shall be as follows:

- a) In the case of direct component (material), based on country of origin.
- b) In the case of manpower based on INR component and
- c) In the case of working equipment/facility, based on the country of origin.

30.06.7.3. The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

30.06.8. Calculation of LC and Reporting

30.06.8.1. 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.

30.06.8.2. Formats for the calculation of LC of goods is given in this document.

30.06.9. Certification and Verification



30.06.9.1. Bidder seeking Purchase Preference under the policy shall be obliged to verify the LC of goods as follows:

30.06.9.1.1. 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 30.5.2.3.
 - (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. 2.1, such undertaking shall become apart 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:
 - (i) The Undertaking submitted by the bidder shall be support by a certificate from Statutory Auditor as per clause 30.6.2.2.

30.06.9.1.2. After Contract Award:

- a) In the case of procurement cases with the value less than INR. 500,00,000 (Rupees Five Crore), the LC content maybe calculated (self-assessment) by the supplier of goods and/or the provider of services 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.

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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- 30.06.9.2. 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.
- 30.06.9.3. 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 purchase of the prorated 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.
- 30.06.9.4. 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.
- 30.06.9.5. OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.
- 30.06.10. Sanctions:
- 30.06.10.1. OIL shall impose sanction on bidder/manufacturers/service providers for not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.
- 30.06.10.2. The sanctions may be in the form of written warning, financial penalty and blacklisting.
- 30.06.10.3. 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.
- 30.06.10.4. 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.
- 30.06.10.5. In pursuance of the clause No.30.5.7 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 (as per Proforma- P of Bidding forms) equivalent to the amount of PBG.
- 30.06.11. Bidders should note that PP – LC shall not be applicable in case of procurement of goods/services falling under the list of items reserved for exclusive purchase from Micro and Small Enterprise (MSEs) or Domestically Manufactured Electronic Products (DMEP)



	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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31.0 OPENING OF PRICED BIDS:

- 31.1 Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 31.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 31.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected and the bid security will be forfeited.
- 31.4 The Priced bids of the unsuccessful bidders which remain unopened with the company (OIL) may be returned to the concerned bidders on request only after receipt of performance security from the successful bidder after issue of Letter of Award (LOA) by the company (OIL).

32.0 NOTIFICATION OF AWARD OF CONTRACT/ORDER:

- 32.1 The Company will award the Contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the Contract satisfactorily.
- 32.2 In the opinion of OIL, if the total lump sum price quoted by the lowest bidder is considered high, OIL may invite the lowest bidder for price negotiation. Lowest bidder shall attend such negotiation meetings and if requested by OIL, bidder shall provide the analysis of break-up of lump sum amount quoted by him to demonstrate the reasonability. As a result of negotiation, Bidder may offer rebate on his earlier lump sum quoted price.
- 32.3 **Prior to the expiration of period of bid validity, the Company/Owner will notify the successful bidder by e-mail to be confirmed in writing, that his bid has been accepted. The notification of Award/Letter of Acceptance will constitute the formation of the Order.**
- 32.4 The Completion Schedule shall commence from the date of issue of notification of award/Letter of Acceptance (LOA).
- 32.5 The successful bidders(s) shall be notified by the Company of its intention to enter into an Agreement with him/her/them on the basis of his/her/their acceptance of the offer. Such notification shall be treated as a "Letter of Award (LOA)". The notification of award will constitute the formation of the Contract.
- 32.6 Upon the successful bidder's furnishing of Performance Security pursuant to Clause 35.0 below, the Company/Owner will promptly notify each un-successful bidder and will discharge their Bid Security as per relevant Clause herein in ITB.

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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33.0 CONTACTING THE COMPANY AFTER BID OPENING:

Except as otherwise provided elsewhere in the bid, 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.

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.

34.0 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.

35.0 PERFORMANCE SECURITY:

35.1 On receipt of notification of award from the Company, the successful Bidder (including MSEs, Public Sector undertakings and other Government bodies) shall furnish to the Company the Performance Security for an amount specified in the Forwarding Letter and Letter of Award (LOA) issued by the Company to the Bidder as per **Proforma-E in Part-V** or in any other format acceptable to the Company and must be in the form of a 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

35.2 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.

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

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

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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35.4 The bank Guarantee issued by the Bank must be routed through SFMS Platform as per following details:

- a. (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”

b. Bidders are to submit the copy of SFMS Message as sent by the issuing Bank Branch along with the original Bank Guarantee.

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

35.5 The Performance Security specified above must be valid for **3(three) months beyond the contract period / defect liability period whichever is later**. 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.

35.6 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.

35.7 The Performance Security will not accrue any interest during its period of validity or extended validity.



35.8 Failure of the successful Bidder to comply with the requirements of various 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 3(three) years from the date of default.

36.0 SIGNING OF CONTRACT:

36.1 At the same time as the Company (OIL) notifies the successful Bidder that its Bid has been accepted, the Company (OIL) 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.

36.2 The successful Bidder shall sign and date the contract and return it to the Company (OIL) within 30 days of issue of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

36.3 In the event of failure on the part of the successful Bidder to sign the contract, the 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 3 (three) years from the date of default.

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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37.0 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.

38.0 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.

39.0 MOBILISATION PERIOD: VOID

40.0 MOBILISATION ADVANCE PAYMENT: VOID

41.0 INTEGRITY PACT:

41.1 The bidder confirms that all declarations made in this Integrity Pact are true and correct. In case of any declaration turning out to be false, the bidder shall not be allowed to take the defence that the correct declaration is given elsewhere in the offer. For example, any and all cases of transgression as defined in the Integrity Pact must be reflected in the Integrity Pact itself or attached as an appendix to the Integrity Pact with a corresponding reference marked in the transgression provision in the Integrity Pact so that Integrity Pact remains a single and unified document with regard to the objective of Integrity Pact.

41.2 This Integrity Pact proforma has been duly signed by OIL's competent signatory. The proforma has to be uploaded by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who signs the Bid. The names of the OIL's Independent External Monitors (IEMs) at present are as under:

SHRI SATYANANDA MISHRA, IAS (Retd.), former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India,

E-mail ID: satyanandamishra@hotmail.com

SHRI RAJIV MATHUR, IPS (Retd.,) Former Director, IB, Govt. of India,



E-mail ID: rajivmathur23@gmail.com

SHRI JAGMOHAN GARG, Ex-Vigilance Commissioner, CVC ,

E-mail ID : jagmohangarg@gmail.com

41.3 Bidder (s) not complying with the requirements of Integrity Pact shall be rejected.

41.4 **COMPLIANCE OF THE COMPETITION ACT, 2002:** The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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42.0 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.

43.0 CONFLICT OF INTEREST:



- 43.1 Contractors to be engaged for this assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment, shall not be eligible to participate in this Tender.
- 43.2 A firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services resulting from or directly related to the firm's consulting services for such preparation or implementation.
- 43.3 Conversely, a firm that has been engaged by OIL to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services for the Project.

44.0 TERMS OF PAYMENT:

Payment Terms are enclosed as Annexure to Special Conditions of Contract.

45.0 ONLINE AVAILABILITY OF PRICE BID:

For convenience of the qualified Bidders and to improve transparency, the rates/ costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company.



	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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A Bidder can view item-wise rates/ costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e., NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/ omissions therein, if any.

Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the e-tender.

END OF PART – I, VOLUME-I

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	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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VOLUME-I PART-II

BID REJECTION & BID EVALUATION CRITERIA:

I. 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 the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the Techno-Commercial Bid.

A Scope of work:

The Scope of work for SCADA & APPS/LDS system shall be (but not limited to) Project Management, Design, Engineering, Procurement of Materials, fabrications/ manufacturing, Inspection & Factory Acceptance Testing at works, Supply, Packaging, Shipping, Insurance, Port Handling, Custom Clearance, Inland Transportation to site, Storage & Safety, Installation along with necessary software, installation material, cables, connectors, RTU panels with HMI (OEM – M/s ABB), RTU Modules, erection of foundation support channel on trench for panel erection, cable trays, Tower for Radio Telecom equipment with earthing & civil foundation work, Interfacing with IEDs, Instrumentation, Electrical, CP system, APPS System, Site Acceptance testing & Integration, Test Run, Pre-commissioning activity, Commissioning. It also includes Integration with Telecom System (Radio link network), APPS System, Training, technical support, Supply & Commissioning of APPS system, Integration with existing SCADA (OEM – M/s ABB), Warranty, Post warranty maintenance (after completion of main warranty of 2 years – comprehensive for 3 years), Mandatory spares & commissioning spares, Documentation for Supervisory Control & Data Acquisition (SCADA) & APPS System with & Remote Telemetry Unit and shall be executed on turnkey indivisible works contract basis as per details scope of work, Technical Specification of respective SCADA & Job specification as per the detailed scope of work defined in the bid document.

1. TECHNICAL CRITERIA:



- 1.1 Bidder should have successfully Designed, Supplied, Installed and Commissioned at least one SCADA system for hydrocarbon pipeline OR Leak Detection System for hydrocarbon pipeline in single order and have been commissioned within past seven (7) years reckoned from the original stipulated bid closing date of the tender.
- 1.2 Bidder, in last seven (7) years reckoned from the original stipulated bid closing date, should have completed project (as define in 1.1 above) in a single order, having a minimum order value of **Rs. 1.65 Crore (Indian Bidder) Or US\$ 238394 (Foreign Bidder)** along with other associated works.

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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- 1.3 In case bidder is not an OEM of SCADA OR Leak Detection System then bidder shall have written agreement with manufacturer (OEM) to own complete responsibility of all activities, QA/QC, technical support, guarantee performance, warranty & post warranty along with bidder.
- 1.4 Bidder other than OEM of OIL's SCADA should have written letter from OEM of OIL's SCADA to provide necessary support in implementation, warranty and post warranty period of Baghjan Madhuban pipeline SCADA.
- 1.5 Experience of only the bidding entity shall be considered. A job executed by a bidder for its own plant / projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, jobs executed for Subsidiary / Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary /Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.
- 1.6 BIDS FROM CONSORTIUMS ARE NOT ACCEPTED. BIDS FROM JOINT VENTURES ARE NOT ACCEPTED.
- 1.7 **DOCUMENTARY EVIDENCES TO BE SUBMITTED BY THE BIDDERS IN SUPPORT OF THEIR BIDS:**

Bidders must furnish documentary evidences in support of fulfilling the entire above requirement as under:



- a) Bid will be rejected if not accompanied with adequate documentary proof(s) in support of experience(s) as mentioned above- reference list of similar project executed in last 7(seven) years as on the original Bid Closing Date indicating the following details.
 1. Purchase Order
 2. Client name
 3. Brief Description of Work
 4. Value of Contract
 5. Completion time as stated in Contract (months)
 6. Actual Completion time (months)
 7. Month/Year of completion
 8. Reasons for delay, if any
 9. Name & postal address of client
 10. Contact person.
- b) **For Clause no 1.1-** All relevant documents from client /end user in single order
 - i. Purchase order (PO) copy in the name of bidder.
 - ii. Completion certificate / satisfactory working certificate (with cross reference of the mentioned PO) in the name of bidder.

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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(If the quantity and services not indicated in the PO/client certificate; then bidder must have furnished the scope of work / approved BOM / any relevant documents justify the BEC requirements along with certified site measurement by client/PMC).

- c) **For Clause no 1.2** - For the executed values; client certification, final invoice values, payment received statement etc. or any documents evidence for the values of completed work may be furnished as a proof. Tax paid invoice(s) duly certified by statutory auditor of the bidder and challan towards payments of statutory tax in support of the job executed may be considered.
- d) **For Clause no 1.3-** Written agreement from OEM for owning complete responsibility of all activities QA/QC, technical support, Guarantee performance, Warranty & Post warranty of SCADA / Leak Detection System in letter head by competent person of OEM mentioning bidder's name and e-tender number of this bid and signed by OEM & bidder.
- e) **For Clause no 1.4-** Written letter for support from OEM of OIL SCADA (in letter head by competent signatory) to provide necessary support in implementation, warranty and post warranty period of Baghjan Madhuban SCADA.
- f) **For Clause no 1.5-** Declaration from bidder's authorized signatory in letter head Tax paid invoice(s) duly certified by statutory auditor of the bidder and challan towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary /Holding company.
- g) Bidder can also submit any other relevant document deemed necessary by bidder to establish the qualification. All the documents submitted by bidder shall be certified as mandated by notes specified below.
- h) Company Profile, address, concerned person and his/her contact details, organizational set up with details of professional technical and financial capabilities.
- i) Documents in the form of copies of relevant pages of Contract and Completion Certificate or final bill payment documents etc. or any other documents issued by their clients in support of executing the job as mentioned in the Scope of Work/Terms of Reference/Technical Specification of the bidding document, the date of those documents need not be within seven (7) years preceding the bid closing date of the tender, but the date of execution must fall within the period of seven (7) years prior to the original bid closing date of the tender.
- j) Resource Deployment plan to meet the project plan as per schedule
- k) Reference address under which last service provided.

All documents submitted with bid must be self-certified by the bidder's authorized person signing the bid and duly authenticated as mentioned elsewhere in the bidding document.

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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2. FINANCIAL CRITERIA

- a) **Annual Turnover of Bidder:** The bidder must have Annual Financial Turnover of at least **INR 1.65 Crore OR US\$ 238394** in any one of the preceding 03 (Three) Financial/Accounting Year(s) from the original Bid Closing Date (BCD) as per the Audited Annual Reports.
- b) **Net Worth:** The financial Net Worth of the Bidder must be Positive for the immediate preceding Financial/Accounting year from the original bid closing date.
- c) **Working Capital Requirement:** The Bidder must have minimum working capital of **INR 33 Lakh OR US\$ 47678** as per Audited Annual Reports of immediate preceding Financial/ Accounting year.

Note 1: VOID

Note2: Documentary evidences in the form of Audited Balance Sheet and Profit & Loss Account of preceding 3 Financial/Accounting Years to be considered from the original bid closing dated shall be submitted along with the Techno-Commercial bid towards proof of having Annual Turnover as stated above. However, in case of non-corporate bidder, the Financial Statements are to be submitted, duly certified by practicing Chartered Accountant's Firm as applicable.

Note3: 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.



Note4: For proof of Annual Turnover, Net worth & Working Capital, the following documents 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, Working Capital & Net worth as per format prescribed in Sub- **Proforma J3**.

AND

- ii) Audited Balance Sheet along with Profit & Loss account. In case of Foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.

Note5: 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

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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and the Central Government, their certificates may be accepted even though FRN is not available. However, the bidder has to provide documentary evidence for the same.



All documents submitted with bid must be self-certified by the bidder's authorized person signing the bid and duly authenticated as mentioned elsewhere in the bidding document.

II. BID REJECTION CRITERIA (BRC)



1. The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the “TECHNICAL” and “PRICE” bid separately through electronic form in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be uploaded as per the Scope of Work & Technical Specification of the tender in “Technical RFx Response” Tab and Price Bid to be uploaded as per the Price Bid format in the “Notes & attachment” 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.

NB: 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.

2. Except for the provisions of escalation provided elsewhere in the bidding document, 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 unless mentioned otherwise in the bidding document.
3. Validity of bids shall be minimum **4 months (120 days)**. Bids with lesser validity will be rejected as being non-responsive.
4. During the Online submission of the bid, a scanned copy of the Bid Security shall be uploaded as a part of the Technical Bid. The validity period and amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. **The Original Bid Security shall however be forwarded to office of the “GM(Projects-C&P), Projects Department, Oil India Limited, Duliajan-786602, Assam”** which should reach the said office on or before 12.45 Hrs(IST) on the bid closing date, otherwise Bid will be rejected.
5. The authenticity of digital signature shall be verified through authorised CA after bid opening and in case if the digital signature is not authorised, the bid will be rejected.
6. Bids received through the e-procurement portal shall only be accepted. Bid not submitted in compliance with special methods of submitting system mentioned in 1 above (wherever applicable) will be rejected. Bids received in any other form shall not be accepted.

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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7. The Integrity Pact (if applicable) 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.
8. Physical Bids, if any received from the bidders, shall not be considered and will be rejected.
9. Bids submitted after the Bid Closing Date and Time will be rejected.
10. 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.
11. Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative.
12. Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.
13. Any Bid containing false/incorrect statement will be rejected.
14. Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document; otherwise the Bid will be summarily rejected.
15. Bidders shall quote directly and not through their Agent/Representative/Retainer/Associate in India. Bids submitted by Indian Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian Agent/Representative/ Retainer/Associate cannot represent more than one foreign principal.
16. Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected –
 - i) Performance Guarantee Clause
 - ii) Force Majeure Clause
 - iii) Tax Liabilities Clause
 - iv) Arbitration Clause
 - v) Acceptance of Jurisdiction and Applicable Law
 - vi) Liquidated damage and penalty clause
 - vii) Safety, Environment & Labour Law
 - viii) Termination Clause
 - ix) Integrity Pact
 - x) Guarantee of material/ work
 - xi) Scope of work
 - xii) Delivery/ completion schedule

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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- xiii) Price schedule
- xiv) Period of validity of bid
- xv) EMD/ Bid bond

III. GENERAL:

1. In case the bidder takes exception to any clause of Bid Document not covered under BEC/BRC, then the Company (OIL) has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by the Company (OIL). The loading so done by the Company (OIL) will be final and binding on the Bidder. No deviation will however, be accepted in the clauses covered under BEC/BRC.
2. To ascertain the substantial responsiveness of the bid the Company (OIL) reserves the right to ask the Bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses must be received within the deadline given by the Company (OIL), failing which the bid will be summarily rejected.
3. In case any of the clauses in the BRC contradicts with other clauses of Bid Document elsewhere, then the clauses in the BRC shall prevail.
4. Any exceptions/deviations to the tender must be spelt out by bidder in their 'Techno-Commercial' bid only. Any additional information/terms/conditions furnished in the 'Price Bid' will not be considered by the Company (OIL) for evaluation/award of contract.
5. The originals of such documents [furnished by bidders(s)] shall have to be produced by bidder(s) to the Company (OIL) as and when asked for.



IV. CUSTOMS DUTY:

The supplies under this Contract shall be carried out in PEL/ML areas of the Company (OIL) which have been issued or renewed after 01/04/1999 and therefore, Customs Duty on the imports under this Contract presently shall be Nil. Bidders should take note of the same while quoting. No Customs Duty is therefore considered for evaluation of bids.

V. PRICE BID EVALUATION (Part of BEC):

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

1. 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.

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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2. For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of priced bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 3 (three) months, then B.C. selling (Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion.
3. **The bidders must quote their charges/rates in the manner as called for in the Price Bid Format as Annexure to SCC**
4. **Evaluation Methodology of Bids:** Bidder must quote for all the items and bids will be evaluated on Overall lowest evaluated price (L-1) basis. Bidder must quote full quantity against each item under Material Requisition of tender, otherwise bidder's offer will not be considered for Evaluation. The price quoted by the bidder in the Price Bid Format shall be considered for evaluation of the bid.

The GST at the rate applicable to this tender shall be calculated and added to the quoted price to arrive at the value (price) of the Contract. The Contract Price shall be the Quoted Price of the bidder plus the GST.

VI. PURCHASE PREFERENCE CLAUSE:

1 Purchase Preference to Micro and Small Enterprises:



Not Applicable for this tender

2 PURCHASE PREFERENCE LINKED WITH LOCAL CONTENT:

- a. 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 shall be applicable in this tender. (<http://petroleum.nic.in/policy-provide-purchase-preference-linked-local-content-pp-lc-all-psus>).
- b. 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. Tenders involving eligible/qualified MSME Vendors as well as LC Vendors, preference regarding placement of order shall be accorded to MSME Vendors in line with Public Procurement Policy over PP-LC Policy.
- c. Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified all clauses under Clause No. 36 of ITB and shall have to submit all undertakings / documents applicable for this policy.

END OF PART –II

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	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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VOLUME-I PART-III SECTION I

GENERAL CONDITIONS OF CONTRACT (GCC)

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, "Owner" or "OIL" means "Oil India Limited
- (e) "Contractor" or "LSTK/EPC 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.
- (j) "EPCM" means the individual or firm or Body incorporate performing the EngineeringProcurement Construction Management Consultancy work under this Contract;
- (k) "Services" means the work specified in Part 3, Section-II, and all other obligations to becomplied with by Contractor pursuant to and in accordance with the terms of thecontract.

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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2.0 EFFECTIVE DATE, COMPLETION PERIOD AND DURATION OF THE CONTRACT:

2.1 EFFECTIVE DATE OF THE CONTRACT: The contract shall become effective as of the date the Company notifies the Contractor in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the Company will be the Effective Date of Contract.

2.2 DURATION OF THE CONTRACT: - The duration of the Contract shall be as defined in Forwarding letter /SCC. In the event of delay on the part of the Contractor to complete the project within the stipulated period, Liquidated Damage (LD) as per Clause No. 17.0 hereunder will be applicable.

2.3 COMPLETION TIME OF THE CONTRACT: The completion time of the Contract shall be as defined in Forwarding letter /SCC.

3.0 GENERAL OBLIGATIONS OF CONTRACTOR: The 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 (Volume-II) in most economic and cost effective way.

3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, provide all labour as required to perform the work.

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



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

3.5 The 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.

3.6 The Contractor shall have to bear the responsibility for employment matters and any problem in this regard inclusive of employment of local people and other issues pertaining to the Contractor's operations with Oil India Limited (OIL).

3.7 The Contractor shall also have to comply with all types of labour wages rates applicable in Assam and Arunachal Pradesh for unskilled, semi-skilled, skilled and highly skilled labourers employed locally or by the Contractor's sub-Contractors throughout the period of the contract.

3.8 The contractor shall pay the wages to the workers engaged under the Contract latest by 10th of each month on regular basis complying to the rates as per the Minimum Wages Act and as notified by the Regional Labour Commissioner (Central), Guwahati from time to time.

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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3.9 The contractor shall issue wages slip every month to each worker as per the Government guidelines and pay the monthly wages to the workers through bank transfer to each individual workers bank account. Contractor must submit the monthly wages Bank statement/wages register statement to the Company along with their invoices.

4.0 GENERAL OBLIGATIONS OF THE COMPANY: The Company shall, in accordance with and subject to the terms and conditions of this contract:

4.1 Pay the Contractor in accordance with terms and conditions of the contract.

4.2 Allow the Contractor 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 the Company by the terms of this contract.

5.0 PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR:

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



5.2 The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. Upon Company's written request, the Contractor, entirely at its own expense, shall remove immediately any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the Company.

5.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & from Duliajan/field site, reroute /local boarding, lodging & medical attention etc. The Company shall have no responsibility or liability in this regard. However, the Company shall provide available medical assistance/facilities to the Contractor's Personnel in case of emergency at its own establishment on chargeable basis.

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

6.0 WARRANTY AND REMEDY OF DEFECTS:



6.1 The Contractor warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/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.

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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- 6.2 Should the Company discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilized from site or base camp (if applicable) that the work does not conform to the foregoing warranty, the Contractor shall after receipt of notice from the 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 the Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to the Contractor subject to a maximum of the contract value payable for the defective work which needs corrective action which the Contractor must pay promptly. In case the 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 The Contractor shall not, without the 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 the Company in connection therewith, to any person other than a person employed by the 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 the 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 the Company of such order to permit the Company an opportunity to contest such order subject to prior permission from Company.
- 7.2 The Contractor shall not, without the 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 the Company and shall be returned (in all copies) to the Company on completion of the Contractor's performance under the Contract if so required by the Company.
- 7.4 During this Contract, the 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 be 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;

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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- 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 the 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 the Contractor's account.
- 8.2 The Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by the 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. Other than the information provided by the Contractor, the Company shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Contractor shall indemnify the Company for all claims, expenses, costs or losses of any nature arising from such inaccuracy. The 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 Not Used
- 8.8 Not Used
- 8.9 Goods and Services Tax (GST):

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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- 8.9.1 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.
- 8.9.2 Goods and Services Tax: “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.
- 8.9.3 The quoted price shall be deemed to be inclusive of all taxes and duties except “Goods and Services Tax” (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable). Supplier of goods/ services providing taxable service shall issue an invoice/ bill, as the case may be as per rules/ regulations of GST. Further, returns and details required to be filled under GST laws should be timely filed by the supplier of goods/services with requisite details.
- 8.9.4 GST legislations’ means any or all of the following legislations as may be applicable to the Bidder and OIL:
- (i) The Central Goods & Services Tax Act, 2017;
 - (ii) The Integrated Goods & Services Act, 2017;
 - (iii) The Union Territory Goods & Services Tax Act, 2017;
 - (iv) The Goods & Services Tax (Compensation to States) Act, 2017;
 - (v) The respective State Goods & Service Tax Acts’
- 8.9.5 Where the OIL is entitled to avail the input tax credit of GST:
- OIL will reimburse the GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- 8.9.6 The input tax credit of GST quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 8.9.7 Where the OIL is not entitled to avail/take the full input tax credit of GST:
- OIL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. 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.

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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- 8.9.8 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 Company. In the event that the vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, Company shall not be liable to make any payment on account of GST against such invoice.
- 8.9.9 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.
- 8.9.10 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.
- 8.9.11 The Contractor shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the Rules & Regulations, as applicable from time to time. In particular, if any tax credit, refund or other benefit is denied or delayed to Company due to any noncompliance/ delayed compliance by the Contractor under the Goods & Service Tax Act (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Contractor, the Contractor shall be liable to reimburse Company for all such losses and other consequences including, but not limited to the tax loss, interest and penalty. Company shall be entitled to recover such amount from the contractor/vendor by way of adjustment from the next invoice, encashment of CPBG/PBG or by way of any other means.
- 8.9.12 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 Company. 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, Company shall not be liable to make any payment on account of GST against such invoice.
- 8.9.13 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 vendor, Company shall withhold the payment of GST.
- 8.9.14 GST payable under reverse charge for specified services or goods under GST act or rules, if any, shall not be paid to the vendor/contractor but will be directly deposited to the Government by Company.
- 8.9.15 Where Company has the obligation to discharge GST liability under reverse charge mechanism and Company 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 Company with respect to such payments is not available to Company for any reason which is not attributable to Company, then Company shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by Company to Contractor/supplier.

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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- 8.9.16 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor is denied by the tax authorities to Company for reasons attributable to Contractor/vendor, Company 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, Company 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 Company.
- 8.9.17 TDS under GST, if applicable, shall be deducted from vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the Contractor/vendor.
- 8.9.18 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.
- 8.9.19 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 8.9.20 No variation on account of taxes and duties, statutory or otherwise, shall be payable by Company to Contractor except for GST. Any statutory variation for GST shall be payable up to contractual delivery period (including extended contractual delivery period for the reasons attributable to Company or due to Force Majeure condition) against documentary evidence. In case, input tax credit of GST is available to Company beyond contractual delivery period (including extended contractual delivery period for the reasons attributable to Company or due to Force Majeure condition), the same may be reimbursed by Company. Any reduction in taxes and duties included in the price shall be passed on to Company.
- 8.9.21 Any claim for arrears on account of statutory variation shall be submitted to company within two [02] months from the date of issue of 'Government Notification' towards statutory variation in GST, otherwise such claim may not be entertained. The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 8.9.22 The contractor will be liable to ensure to have registered with the respective tax authorities 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.
- 8.9.23 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.
- 8.9.24 Company 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 Company is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.



	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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- (i) GST amount shall be reimbursed to the Supplier at actuals against submission of invoice issued in accordance with the Invoice Rules which prescribe following particulars shall be included in the invoice:
 - (a) Name, address and GSTIN of the supplier;
 - (b) A consecutive 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 Codes or Accounting Code of services;
 - (g) Description of goods or services;
 - (h) Total value of supply of goods or services;
 - (i) Taxable value of supply of goods or services taking into discount or abatement if any;
 - (j) Rate of tax (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
 - (k) Amount of tax charged in respect of taxable services (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
 - (l) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
 - (m) Address of the delivery where the same is different from the place of supply;
 - (n) Whether the tax is payable under Reverse Charge basis and
 - (o) Signature or digital signature of the supplier or his authorized representative.
- (ii) In case of any advance as per Purchase order, the Supplier shall issue a GST Invoice containing all the details stated in (i) (a) to (o). Subsequent recoveries/ adjustment of Advance amount shall be separately indicated in the GST Invoice for actual supply of Goods and Services.
- (iii) In case of Price Adjustment for delay in delivery as per GPC/SCC, the Supplier shall offer the Price Reduction amount as a discount to the invoice value containing all the details stated in (i) (a) to (o) for lower incidence of GST.
- (iii) It's the obligation on the part of Bidder/Contractor/Supplier to discharge his liability by payment of GST to Government of India in cash OR utilization of Input Tax credit in respect of such supply of services through GST Invoice under this Contract, so that Owner will avail Input Tax credit on such supply. In the event that the input tax credit of the GST charged by the Bidder /Contractor/Supplier is denied by the tax authorities to Owner due to reasons attributable to Bidder/Vendor/Supplier, Owner shall be entitled to recover such amount from the Bidder/ Vendor/Supplier by way of adjustment from the next invoice or from Bank Guarantee. In addition to the amount of GST, Owner shall also be entitled to recover interest and penalty, in case same is imposed by the tax authorities on Owner.

8.10 NOT USED

8.11 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. Supplier may note the above and quote their prices accordingly.

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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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, and 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.

8.12 NEW TAXES & DUTIES

All new taxes/duties/cess /levies notified after the date of un-priced bid opening/ submission of any subsequent price implication/ revised prices, but within delivery period/extended delivery period (by Company due to reason attributable to Company or due to Force Majeure condition), shall be to Company's account. These shall be reimbursed against documentary evidence. However, in case of delay attributable to supplier, any new or additional taxes and duties including statutory variations imposed after Time for Completion, as above, shall be to supplier's account, however, any decrease in the taxes and duties shall be passed on to the owner.



8.13 GENERAL

- (i) The benefit of any Tax exemption, concessions, rebate or any other incentives available when the Contractor or its Sub Contractors are performing their obligations under the Purchase Order, shall be passed on to Company.
- (ii) If Company is not able to avail the credit of CGST & SGST/IGST, partially or entirely because the Supplier issued a defective invoice or failed to produce the requisite documents, then the Contractor shall immediately indemnify Company for such loss of Tax credit which would be otherwise available to Company. Company, in such case, may, in its sole discretion, decide to recover such loss by way of deduction from payment due to the Supplier or invoking the CPBG/PBG.
- (iii) Any error of interpretation of applicability of taxes/ duties by the supplier shall be to supplier's account.
- (iv) The classification of goods as per GST should be correctly done by the supplier to ensure that (Input Tax Credit) ITC benefit is not lost to the Company on account of any error on the part of the Company.
- (v) Cutting/ white fluid/overwriting is not allowed in the Invoice.
- (vi) Contractor GST related information should be provided along with the bid in the Performa P.

9.0 INSURANCE:

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

- 9.1 The Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of the Company against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of the Contract shall be that of the Contractor alone. The Contractor's failure in this regard shall not relieve him or any of



	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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his responsibilities & obligations under the Contract. Any loss or damage to the equipment, during ocean transportation, port/custom clearance, inland & port handling, inland transportation, storage, erection and commissioning till such time the work is taken over by the Company, shall be to the account of the Contractor. The Contractor shall be responsible for preferring of all claims & make good for the damage or loss by way of repairs and/or replacement of the parts of the work damaged or lost. The Contractor shall provide the Company with a copy of all insurance policies & documents taken out by him in pursuance of the Contract. Such copies of document shall be submitted to the Company immediately upon the Contractor having taken such insurance coverage. The Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time. Statutory clearances, if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/or during erection, shall be made available by the Company. The Contractor shall, however, be responsible for obtaining requisite licenses, port clearances and other formalities relating to such import. The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk [during ocean transportation only], etc. The scope of such insurance shall cover the entire value of supplies of equipment, plants and materials to be imported from time to time. All costs on account of insurance liabilities covered under Contract will be to the Contractor's account and will be included in Value of the Contract. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in value of the Contract to the extent of reduced premium amounts. The Contractor as far as possible shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation.

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

- a) Employees' compensation insurance as required by the laws of the country of origin of the employee.
- b) The Company'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 the Contractor required to fulfill the provisions under this contract.
- d) The 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.

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



	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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- 9.4 The Contractor shall furnish to the Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 9.5 If any of the above policies expire or are cancelled during the term of this contract and the Contractor fails for any reason to renew such policies, then the Company at its discretion may renew/replace same and charge the cost thereof to the Contractor. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of the Contractor.
- 9.6 The Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as the 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.
- 9.7 All insurance taken out by the 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 the Contractor under this Contract.
- 9.8 Deductible: That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the Contractor.

10.0 CHANGES:

- 10.1 During the performance of the work, the 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. The Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.
- 10.2 If any changes result in an increase in compensation due to the Contractor or in a credit due to the Company, the Contractor shall submit to the Company an estimate of the amount of such compensation or credit in a form prescribed by the Company. Upon review of the Contractor's estimate, the Company shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If the Contractor disagrees with compensation or credit set forth in the Change Order, the Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with **Clause 13.0** hereunder. The Contractor's performance of the work as changed will not prejudice the Contractor's request for additional compensation for work performed under the Change Order.

11.0 FORCE MAJEURE:

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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- 11.1 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 here in 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.
- 11.2 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 72 (Seventy Hours) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim. Time for performance of the relative obligations suspended by the force majeure shall then be extended by the period for which such cause lasts.
- 11.3 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 fifteen days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue 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 force majeure period unless otherwise agreed to.

12.0 TERMINATION:

12.1 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 or the extension period, if exercised by the Company under the provision of the Contract.

12.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:

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



12.3 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.

12.4 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.

12.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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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.

12.6 If at any time during the term of this Contract, breakdown of the Contractor's equipment results in the Contractor being unable to perform their obligations hereunder for a period of 15 successive days, the 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.

12.7 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 12.1 to 12.6 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 including the De-mob cost, if any.

12.8 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.

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

12.10 In the event of termination of contract, the 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.



13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

13.1 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:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
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	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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UptoRs. 5 Crore	SoleArbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd 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)
UptoRs. 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.

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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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.

13.2 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.

14.0 NOTICES:

- 14.1 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**
GM (Projects-C&P)
Projects Department
OIL INDIA LIMITED
PO DULIAJAN – 786602
ASSAM, INDIA
E-mail: prodproj@oilindia.in

- b) **For technical matters**
GM(Projects)
Projects Department
OIL INDIA LIMITED
PO-Duliajan – 786602,
Assam, India.
Email: prodproj@oilindia.in

- c) **Contractor:**

Fax:
E-mail:

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



	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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15.0 SUBCONTRACTING / ASSIGNMENT:

- 15.1 The Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract to any third party(ies). Except for the main services under this contract, the Contractor may sub-contract the petty support services subject to Company's prior approval. However, the Contractor shall be fully responsible for complete execution and performance of the services under this Contract.
- 15.3 If against an order 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 Centres 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 Udyog Aadhaar Memorandum 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.
- 15.4 Where the Owner/OIL consents in writing to sub-contracting, the sub-contracting shall not act as a waiver of any of the contractor's liability or obligation under the contract and the contractor shall be responsible for the acts, defaults and neglects of any sub- contractor or its workmen. Sub-contracting shall not create any contractual relationship between sub-contractor and the company.

16.0 MISCELLANEOUS PROVISIONS:

- 16.1 The 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.
- 16.2 The 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 the Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.
- 16.3 During the tenure of the Contract, the 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, the 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.

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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- 16.4 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.

17.0 PRICE ADJUSTMENT FOR DELAY IN MOBILISATION AND COMPLETION:

- 17.1 As per SCC clause no. 32

17.2 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY COMPLETION OF PROJECT:

- 17.2.1 In the event of the Contractor's default in timely completion of the project under the provision of this contract, the Contractor shall be liable to pay liquidated damages at the rate of 0.5% of the total contract value per week or part thereof of delay subject to a maximum of 7.5%. The Company may without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any amount due to the Contractor.
- 17.2.3 Both the Contractor and the Company agree that the above percentage of Liquidated damage is a genuine pre-estimate of the loss/damage which will be suffered by the Company 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. Discussion of the company in the matter of applicability of LD shall be final and binding to the contractor.
- 17.2.4 The applicable GST on the LD shall have to be borne by the contractor. Accordingly, the liquidated damages shall be recovered from the contractor along with applicable GST.
- 17.2.5 The Company also reserves the right to cancel the contract without any compensation whatsoever in case of failure to adhere to the mobilisation schedule of the contract.



18.0 PERFORMANCE SECURITY:

The Contractor has to furnished to the Company a Bank Guarantee No. _____ dated _____ issued by _____ for _____ (being 10% of the Total Contract Price) with validity of 90 (ninety) days beyond the contract period / defect liability period whichever is later. The Performance Security shall be payable to the Company as compensation for any loss resulting from the Contractor's failure to fulfil their obligations under the Contract. In the event of extension of the Contractual period, the validity of the Bank Guarantee shall be suitably extended by the Contractor. The Bank Guarantee will be discharged by the Company not later than 30 days following its expiry.

19.0 ASSOCIATION OF COMPANY'S PERSONNEL:

The Company's engineer 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 the Company with a standard of work customarily provided by reputed Contractors to major international oil companies in the petroleum industry.



20.0 LABOUR:

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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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.

21.0 LIABILITY:

- 21.1 Except as otherwise expressly provided, neither the 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 the Company and/or its servants, agent, nominees, assignees, contractors and sub-Contractors. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 21.2 Neither the 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 the Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such liabilities and any suit, claim or expense resulting there from.
- 21.3 The Contractor hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against the 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.
- 21.4 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.
- 21.5 Except as otherwise expressly provided, neither the 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 the Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless the Contractor from and against such loss or damage and any suit, claim or expense resulting there from.

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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- 21.6 Neither the 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 the Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend indemnify and hold harmless the Contractor from and against such liabilities and any suit, claim or expense resulting there from.
- 21.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against the Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the 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.
- 21.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against the 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.

22.0 LIMITATION OF LIABILITY:



Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and / or criminal acts,

- (a) Neither the Contractor nor the Company shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.
- (b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed 50% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

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

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.

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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23.2 Except as provided hereof the Company agrees to protect, defend, indemnify and hold the 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 the Company's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

24.0 INDEMNITY APPLICATION:

The indemnities given herein above, whether given by the Company or the 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 the Company and set-off against any claim of the Company (or such other person or persons contracting through the Company) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with the Company (or such other person or persons contracting through the Company).

26.0 WITHHOLDING:

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

- a) For non-completion of jobs assigned as per 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 the Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against the Contractor.
- e) Failure of the 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 the Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another the Contractor of the Company.
- h) All claims against the Contractor for damages and injuries, and/or for non-payment of bills etc.

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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- i) Any failure by the Contractor to fully reimburse the Company under any of the indemnification provisions of this Contract. If, during the progress of the work the Contractor shall allow any indebtedness to accrue for which the Company, under any circumstances in the opinion of the Company may be primarily or contingently liable or ultimately responsible and the Contractor shall, within five days after demand is made by the Company, fail to pay and discharge such indebtedness, then the Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to the 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 the Contractor which by any law prevalent from time to time to be discharged by the Company in the event of the Contractor's failure to adhere to such laws.
- iv) Any payment due from the 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 the Company to withhold shall be limited to damages, claims and failure on the part of the Contractor, which is directly/indirectly related to some negligent act or omission on the part of the 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) The AGST Act, WB & Bihar GST Act
 - l) Service Tax Act
 - m) Customs & Excise Act & Rules
 - n) Environmental Protection Act
 - o) Public Liability Act

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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- 27.3 The Contractor shall not make the Company liable to reimburse the Contractor to the statutory increase in the wage rates of the contract labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract labour shall be borne by the Contractor.

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 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 requested by the Company whenever so requested. The Contractor shall not, without the 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.

The designated key person shall work as competent person on behalf of Installation Manager (Company representative) and shall be responsible for compliance of all safety rules and practices. Contractor shall maintain all records pertaining to safety regulation as per instruction of Company and shall update regularly for inspection by Mines authority time to time at site.

29.0 SUBSEQUENTLY ENACTED LAWS:

- 29.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this Contract and which results in increased/decreased cost of the works under the Contract through increased/decreased liability of taxes, (other than personnel and Corporate taxes), duties, the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the Company/Contractor as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by Company) & the courts wherever levy of such taxes/duties are disputed by Company/Contractor.
- 29.2 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the contractor's account, where delay in completion /mobilization period is attributable to the Contractor. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on input services / inputs) after the contractual completion/mobilization date will be to Company's account.
- 29.3 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the Contractor in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, Company will have no liability to reimburse/pay to the Contractor the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, Company will have

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

29.4 Notwithstanding the provision contained in clause 29.1 to 29.2 above, the Company shall not bear any liability in respect of:

- i. Personal taxes on the personnel deployed by Contractor, his sub-contractor / sub-sub-contractors and Agents etc.
- ii. Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.
- iii. Other taxes & duties including Customs Duty, Excise Duty and GST in addition to new taxes etc. in respect of sub-contractors, Contractors, agents etc. of the Contractor.

29.5 In order to ascertain the net impact of the revisions/enactment of various provisions of taxes / duties, the Contractor is liable to provide following disclosure to Company:

- i. Details of each of the input services used in relation to providing service to Company including estimated monthly value of input service and GST amount.
- ii. Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.

30.0 ROYALTY AND PATENTS:



If any material used or methods or processes practiced or employed in the manufacture of items to conform with the requirements of the contract is/are covered by a patent(s) in respect of which contractor is not licensed, the contractor shall, before using the material, method or process, as the case may be, obtain such license(s) and pay such royalty(ies) and license- fee(s) as may be necessary

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:



	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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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.

33.0 POLLUTION AND CONTAMINATION:

- 33.1 The Contractor shall be liable for all surface pollution to the extent caused by the Contractor and resulting from spillage or dumping of solvents/additive substances or pollutants which the Contractor brings to the site for use in connection with Work to be performed under this Contract.
- 33.2 Pursuant to Clause 32.1 above, the Company agrees that the Contractor shall not be responsible for and the Company shall indemnify and hold the Contractor, its agent, servants, officers and employees harmless from any liability, loss, cost or expense for loss or damage from pollution or contamination arising out of or resulting from any of the Contractor's services/operations unless such pollution or contamination is caused by the Contractor's Gross Negligence.
- 33.3 Notwithstanding anything to the contrary contained herein, it is agreed that the Company shall release, indemnify and hold the Contractor and its sub-contractors harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for:
- a) Damage to or loss of any reservoir or producing formation; and/ or
 - b) Damage to or loss of any well; and/ or
 - c) Any other subsurface damage or loss; and/ or
 - d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.
- 33.4 Contractor shall assume all responsibility and liability for all other pollution or contamination, howsoever caused including control and removal of same, which may occur during the term of or arising out of this contract and shall indemnify Company from and against all claims, demands and causes of action of every kind and character arising from said pollution or contamination. However, settlement of claims against noise pollution/water pollution arising out of Company's equipment shall be the responsibility of Company, if the said pollution is not caused due to negligence of Contractor. Otherwise the claims shall have to be settled by the Contractor. Contractor at all times shall try to minimize water and noise pollution arising out of Company's equipment.
- 33.5 In the event a third party commits an act of omission which results in pollution or contamination for which either the Contractor or Company, by whom such party is performing work is held to be legally liable, the responsibility shall be considered as between Contractor and Company, regardless of the party for whom the job was performed and liability as set forth in 33.1, 33.2, 33.3 and 33.4 above would be specifically applied

END OF PART –III SECTION I
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	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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VOLUME-I PART-III SECTION II-A



SPECIAL CONDITION OF CONTRACT (SCC)

1. GENERAL

DEFINITIONS



- 1.1. In addition to meaning ascribed to certain capitalized terms in Section III “GCC - WORKS”, following initial capitalized terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in Section III “GCC”, the meaning ascribed to such term hereunder shall prevail:
 - 1.1.1. Definitions

Effective date	:	shall mean the date on which Contractor’s obligations will commence and that will be date of issuance of Letter of Award (LOA)
Commissioning	:	shall mean completion of erection, installation, hook-up & site acceptance test of SCADA & APPS SYSTEM to Owner/ consultant as defined in bid documents.
- 1.2. Special Conditions of Contract shall be read in Conjunction with the General conditions of Contract, specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires.
- 1.3. Notwithstanding the sub-division of the contract documents into separate sections and volumes, every part of each shall be deemed to be supplementary to and Complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.4. Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless at different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.5. Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.6. The material, design, and workmanship shall satisfy the relevant Indian Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

- 1.7 In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:
- i) Letter of Acceptance along with Statement of Agreed Variations, if any
 - ii) Letter of Award
 - iii) Schedule of Rates as enclosures to Fax of Acceptance
 - iv) Job Particular Specifications
 - v) Drawings
 - vi) Technical Material Specifications
 - vii) Instruction to Bidders
 - viii) Special Conditions of Contract
 - ix) General Conditions of Contract
 - x) Indian Standards
 - xi) Other applicable Standards
- 1.8 It will be the Contractors responsibility to bring to the notice of Engineer-in-Charge any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference which the conflict exists.
- 1.9 In the absence of any Specifications covering any material, design of work (s) the same shall be performed/ supplies/ executed in accordance with Standard Engineering Practice as per the instructions directions of the Engineer-in-Charge, which will be binding on the Contractor.
- 1.10 **DEFINITIONS / NOTES**
- 1.10.1 The terms ‘Bidder’, ‘Contractor’, ‘Seller’, ‘Supplier’ or ‘Vendor’ stated anywhere in the Bid Document carry the same meaning.
- 1.10.2 The terms ‘Client’, ‘Owner’, ‘Purchaser’, ‘Employer’ stated anywhere in the Bid Document refer to Oil India Limited (OIL).
- 1.10.3 The terms ‘PMC’, ‘Consultant’ shall mean MECON Limited.
- 1.10.4 The term ‘Contract’, ‘Order’ stated anywhere in the Bid Document carry the same meaning.
- 1.10.5 Any reference to the Govt. Acts / Regulations etc. in the Bid Document is only indicative, and it is entirely for the Bidder to ascertain the applicable Acts/Regulations.
- 1.10.6 **The term “Engineer In-charge (EIC)” shall mean Resident Construction Manager (RCM) of PMC.**
- 1.0.7 **The term “Office In-charge (OIC)” shall mean Construction In-charge of Owner.**

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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2.0 SCOPE OF WORK & SCOPE OF SUPPLY

2.1 The detailed scope of work shall be as specified in Technical Volume II of II & tender / addendum / corrigendum document.

3.0 SUPPLY OF WATER, POWER & OTHER UTILITIES

3.1 The Contractor shall be responsible at his own cost for arranging and providing all the required Water, Power, land required for temporary site office, fabrication yard and other utilities, in the quantities and at the times required for performance of work under the contract. The contract price shall be deemed to include all costs towards the same.

The Employer/Consultant shall not supply water, power and other utilities.

3.2 Contractor shall, if required by him, for the entire duration of the execution of the work make available near the site, land for construction of Contractor's office, Warehouse, Workshops and for any purpose in connection with providing infrastructure required for the execution of the Contract. The Contractor shall also arrange the required strip of temporary additional working space, wherever enough working strip is not available and additional working space is required for movement of equipment, stringing of pipe etc to facilitate laying of pipeline in the existing ROU. The Contractor shall at his own cost construct all temporary buildings and provide suitable water supply and sanitary arrangement as required. On completion of the work undertaken by the Contractor, he shall remove all temporary works erected by him and have the site cleared as directed by Engineer-in-Charge. If the Contractor shall fail to comply with these requirements, the Engineer-in-Charge may at the expense of the Contractor remove such surplus and rubbish materials and dispose off the same as he deems fit and get the site cleared as aforesaid, and the Contractor shall forthwith pay the amount of all expenses so incurred and shall have no claims in respect of any such surplus material disposed of as aforesaid.



3.3 Cutting of trees shall not be permitted except in the case that tree is falling on the line of ROU/ROW. In such circumstances, details of such tree being cut shall be prepared and forest/ municipal authorities be informed and necessary approval be obtained by contractor.

4.0 COMPLIANCE WITH LAWS

4.1 The Contractor shall abide by all applicable rules, regulations, statutes, laws governing the performance of works in India.

5.0 GOVERNMENT OF INDIA NOT LIABLE

5.1 It is expressly understood and agreed by and between the Contractor and the Owner/ Consultant that the Owner Consultant is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Owner Consultant is an independent legal entity with power and authority to enter into contract, solely in its own behalf under the applicable laws of India and general principal of Contract Law. The Contractor expressly agrees,

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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acknowledges and understands that the Owner / Consultant are not an agent, representative or delegate of Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, contractor hereby expressly waives releases and foregoes any and all actions or claims including cross claims, impleader claims or counter claim against the Govt. of India arising out of this contract and covenants not to sue to Govt. of India as to any manner, claim, and cause of action or thing whatsoever arising of or under this agreement.

6.0 LIMITATION OF LIABILITY

The final payment by the Employer/Consultant in pursuance of the Contract terms shall not mean release of the Contractor from all of his liabilities under the Contract. The Contractor shall be liable and committed under this contract to fulfill all his liabilities and responsibilities, till the time of release of contract performance guarantee by the Employer/Consultant.



Notwithstanding anything contrary contained herein, the aggregate total liability of Contractor under the Contract or otherwise shall be limited to **50%** of Contract value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profit or loss of production.

7.0 SUBSEQUENT LEGISLATION

- 7.1 All duties, taxes (including sales tax on works contract/ trade tax / turnover tax/ GST as applicable), fees, charges, expenses, etc. (except where otherwise expressly provided in the Contract) as may be levied/ imposed in consequence of execution of the works or in relation thereto or in connection therewith as per the Act, laws, Rules, Regulations in force shall be to Contractors account. However, any new taxes / duties imposed after the date of submission of price bid & up to Contractual Completion date shall be to the OIL's account but such Taxes / duties imposed beyond Contractual Completion date shall be to the Contractors account.

8.0 TAXES, DUTIES AND LEVIES IN INDIA

- 8.1 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, including GST, custom duty , IGST, Cess etc.etc. now in force and hereafter increased, imposed or modified from time to time in respect of works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by wages, salaries or other compensations paid to the persons, employed by the Contractor and the Contractor shall be responsible for the compliance, with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship and the Contractor further agrees to comply, and to secure the compliance of all sub-contractors with all applicable Central, State, Municipal and local law and regulation, and requirement of any central, State or Local Government agency or authority. Contractor further agrees to defend, indemnify and hold Owner/Consultant harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by Contractor Subcontractor of such laws, regulations or requirements and also from all

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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claims, suits proceedings that may be brought against the Owner/Consultant arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof. The prices shall also be inclusive of Sales Tax / Works Contract Tax / VAT/ Trade tax / Turnover tax as applicable.

8.2 Owner/Consultant shall make from Contractors bills such tax deductions as are required as per rules and regulations in force from time to time.

8.3 If GST is applicable during site fabrication, the same must be assessed and deemed to be included by the bidder in the quoted prices. The bidder in this regard shall arrange all required formalities.

9. TAXES, DUTIES AND LEVIES IN FOREIGN COUNTRIES

9.1 The Contractor agrees to and does hereby accept full and exclusive liability at its own cost for the payment of any and all taxes, duties and levies etc as are payable to any government, local or statutory authority in any country other than India, as are now in force or as hereafter imposed, increased or modified, and as are payable by Contractor, his agents, sub-contractor and their employees etc. for performance of work under this contract. The Contractor shall be deemed to have been fully informed with respect to all such liabilities and considered the same in his bid, and the contract shall, not be varied in any way on this account.

10.0 ISSUE OF ESSENTIALITY CERTIFICATE

10.1 The Employer is entitled to merit rate of Customs Duty for imports made for this Project. Essentiality certificate shall not be provided by OIL.

11. WITHHOLDING, ACCOUNTING AND TAX REQUIREMENTS



11.1 Contractor agrees for withholding from wages and salaries of its agents servants or employees all sums required to be withheld by the laws of Republic of India or any other agency having jurisdiction over the area where Contractor is conducting operations and to pay the same promptly and directly when due to the proper authority. Contractor further agrees to comply with all accounting and reporting requirements of any Nation having jurisdiction over the subject matter hereof and to conform to such laws and regulations and to pay the cost of such compliance. If requested, Contractor will furnish the evidence of payment of applicable taxes, in the country (ies) of the Contractor's and his sub-contractor(s) and expatriate employees.

12. FIRM PRICE

12.1 The quoted prices shall be firm and shall not be subject to price escalation till the work is completed in all respects.

13. WORKS CONTRACT

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

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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14. PROVIDENT FUND ACT (FOR INDIAN BIDDERS ONLY)

- 14.1 The Contractor shall strictly comply with the provisions of Employees Provident Fund Act and register them with RPFC before commencing work. The Contractor shall deposit Employees and Employers contributions to the RPFC every month. The Contractor shall furnish along with each running bill, the challan receipt for the payment made to RPFC for the preceding months.

15. PAYMENT TERMS AND MODE OF PAYMENT

- 15.1 The terms and mode of payment shall be as per Appendix-I hereto.

16. CHANGE ORDERS /EXTRA WORKS/ DEVIATIONS

- 16.1 A change order will be initiated in case:



- i) The Owner Consultant directs the Contractor to include any addition to the scope of work not covered under this Contract or delete any Work included in the scope of work under the contract.
- ii) Contractor requests to delete any part of the work which will not adversely affect the operational capabilities of the project and if agreed by the Owner Consultant and for which cost and time benefits shall be passed on to the Owner Consultant.
- iii) Any changes required by the Owner / Consultant before giving their approval to detailed procedure or any other document relating to material procurement layout plans etc. for complying with the requirements of bidding document shall not be construed to be a change in the scope of work under the contract.

- 16.2 Any change order as above comprising an alteration which involves a change in the cost of works (which sort of alteration is hereinafter called a "Variation") shall have impact on the contract value that shall be dealt towards end of contract. All change orders shall be approved by the Engineer-In-Charge.

- 16.3 If the Contract provides applicable rates for the valuation of the variation in question the contract price shall be increased or decreased in accordance with those rates. If the parties agree that the contract does not contain applicable rates then the parties shall negotiate a revision of the contract price which shall represent the change in cost of the works caused by the variations. Any change order must be duly approved by the Owner Consultant in writing.



- 16.4 If there is a difference in opinion between the Contractor and the Owner / Consultant whether a particular work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth here below.

- 16.5 Within 10 (Ten) working days of receiving the comments from the Owner / Consultant on the documents submitted by the Contractor for approval, the Contractors response in writing stating which item(s) is are potential change(s), if applicable, will be submitted to the Owner/Consultant.

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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16.6 Procedure

- 16.6.1 During execution of work if the Contractor observes that any new requirements which is not specific or intended in the bidding document has been indicated by Owner / Consultant, they shall discuss the matter with Owner / Consultants representatives.
- 16.6.2 In case such requirement arises from the side of the Contractor they would also discuss the matter with Owner / Consultants Representative.
- 16.6.3 In either of the two cases above, the representatives of both the parties shall discuss the project requirement and mutually decide whether the project requirement constitutes a change order.
- 16.6.4 If it is mutually agreed that the project requirement inquiry constitutes a "Change Order" then a joint memorandum will be prepared to confirm a "Change Order" and basic ideas of necessary agreed modifications.
- 16.6.5 Contractor will study the work required in accordance with the Joint memorandum and assess subsequent schedule and cost effect if any.
- 16.6.6 The results of this study would be discussed mutually to enable Owner / Consultant to give a final decision whether Contractor should proceed with the Change Order or not, in the best interest of the Project.
- 16.6.7 If Owner/Consultants representative accepts the change order in writing then Contractor shall proceed the work stipulated in the Change order. Time worked by all workmen employed and a statement showing the description and quantity of all materials and plant utilized for extra work shall be submitted to Owner / Consultant. The Owner / Consultants representative shall sign and return to the Contractor the statement, as agreed. At the end of each month the Contractor shall deliver to the Owner / Consultants representative a priced statement of the labour, materials and plant used. Whenever any dispute arises as to cost allocation between the Contractor and the Owner / Consultant, the voucher shall nevertheless be signed by the Owner / Consultant as a record of time worked and materials used. List and vouchers so signed will be subject of negotiations between the Owner / Consultant and the Contractor regarding their cost allocation.
- 16.6.8 In case, mutual agreement as above that is whether Project Requirement constitutes a . Change order or not, reached, then Contractor, in the interest of the project, shall take up the implementation of the work, if advised in writing to do so by Owner / Consultants representative pending settlement between the two parties to the effect whether the Project Requirement constitutes a change order or not as per the terms and conditions of Contract Documents.
- 16.6.9 The time and cost effect in such a case shall be mutually verified for the purpose of record. Should it be established that the said work constitutes a Change Order, the same shall be compensated taking into account the records kept and in accordance with the contract.
- 16.6.10 Should the amount of Extra Work / Change Order, if any, which the Contractor may be required to perform by the Owner Consultant, fairly entitles the Contractor to extensions of time beyond the

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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scheduled completion date for completion of either the whole of the work or for such Extra Work only the Owner/ Consultant and the Contractor shall mutually discuss and decide the extension of time, if any to be granted to the Contractor.

- 16.7 Owner /Consultant reserves their right to execute any additional works extra works, during the execution of work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the Contractor. In the event of such decisions taken by Owner / Consultant. Contractor is required to extend necessary cooperation, and act as per the instructions of Engineer-in-Charge.

17. SITE HANDOVER AND PERMITS:

The Owner shall provide to the Contractor free of cost the site (as per scope of work) for the Works and permissions and permits (if any) necessary for the site.

The contractor shall complete all site activities including Site Acceptance test (SAT) & handing over of system to Owner.



The Contractor shall commence work at any site which has been handed over to them irrespective of the location of site as defined in bid document on priority basis. If necessary, because of any problem or difficulty in handing over of site, or the procurement therefore at any site due to the existence of any unforeseen or force Majeure conditions covering at any location, the Contractor shall within the scope of the work and without entitlement to additional compensation therefore forthwith proceed to the next possible site of its continuance, where there is no hindrance and/or in which the construction work can be continued and shall move in the opposite direction, if necessary .

The Owner shall likewise endeavor to procure the permits/ licenses required to be procured by the Owner under the Contract sufficient in advance to enable the Contractor to continue movement in the same direction. Should however for any cause such permission/license not be available in time to match the progress of work, the Contractor shall forthwith the scope of the work and without entitlement to additional compensation therefore forthwith proceed with the work at the next possible site of its continuance including movement in the opposite direction, if necessary.

The contractor is required to maintain the Hindrance Register for site activities. All hindrances encountered in the execution needs to be logged in this register & shall be jointly signed.

18. LOCATION OF BIDDERS STORAGE FACILITY

- 18.1 The Contractor shall arrange suitable facility preferably across the pipeline or at nearby location, for storage & preservation of supplied items as mentioned in scope of work and bid document.

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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19.0 STORAGE AND PRESERVATION

- 19.1 Contractor shall be fully responsible for safe custody, storage and preservation for all the supplies and materials/equipments required for carrying out the work until handing over of the complete facility to the Purchaser at no extra cost.

20. STATUTORY APPROVALS



- 20.1 Owner shall obtain general in-principle permissions from concerned authorities, if any, having jurisdiction over the site area as necessary for construction activities.

21. TESTS AND INSPECTION

- 21.1 The Contractor shall carry out the various tests as enumerated in the technical specifications of this bid document and the technical documents that have been part of bidding document and will be furnished to him during the performance of the work.
- 21.2 All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by the Contractor at his own cost.
- 21.3 The work is subject to Inspection at all times by the Engineer-in-charge. The contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this bid document, the technical documents and the relevant codes of practice will be furnished to him during the performance of the work.
- 21.4 Any work not conforming to execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carry out the rectifications at his own cost.
- 21.5 All results of inspection and tests will be recorded in the inspection reports, proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents.
- 21.6 Inspection and acceptance of work shall not relieve the Contractor from any of his responsibilities under this Contract.

22. PRICE REDUCTION SCHEDULE (PRS)

- 22.1 As per GCC
- 22.2 In case the Contractor achieves the contractual completion period for Installation, Testing, SAT, trial run, Commissioning, and handing over complete in all respect to OIL, the already deducted amount against deductions on account of Manufacturing, FAT and Supply complete in all respect shall be refunded. However, in case the contractor fails to achieve the contractual completion period for Installation, Testing, SAT, trial run, Commissioning, and handing over complete in all respect to OIL, the already deducted amount shall not be refunded.

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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23. **Deleted**

24. **ORIGIN OF GOODS**

24.1 A certificate issued by relevant Chamber of Commerce to this effect shall form part of shipping document.

24.2 The clause shall be applicable in case of foreign supplies only.

25. **LIEN**

25.1 Contractor shall ensure that the Scope of Supply supplied under the Contract shall be free from any claims of title /liens from. any third party. In the event of such claims by any party, Contractor shall at his own cost defend, indemnify and hold harmless Owner or its authorized representative from such disputes of title/liens, costs, consequences etc.

26. **GOVERNING LAW**



26.1 Laws of India will govern the Contract and Hyderabad courts will have exclusive jurisdiction or all matters related to Contract.

27. **DEFECT LIABILITY PERIOD**

27.1 The CONTRACTOR shall guarantee the installation/WORK for a period of 24 months from the date of completion of WORK as certified by the ENGINEER IN CHARGE which is indicated in the Completion Certificate or 28 months from the actual delivery of material at site after FAT **whichever is earlier**. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the CONTRACTOR at his own expense as deemed necessary by the ENGINEER IN CHARGE or in default, the ENGINEER IN CHARGE may carry out such works by other work and deduct actual cost incurred towards labour, supervision and materials consumables or otherwise plus 100% towards overheads (of which the certificate of ENGINEER IN CHARGE shall be final) from any sums that may then be or at any time thereafter, become due to the CONTRACTOR or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof.

28. **INSPECTION OF SUPPLY ITEMS**

All inspections and tests shall be made as required by the specifications forming part of this contract. Vendor shall advise Owner/ Consultant in writing at least 10 days in advance of the date of final inspection/tests in India. In case of foreign inspection intimation shall be given at least 30 days before. Manufactures inspection or testing certificates for equipment and materials supplied, may be considered for acceptance at the discretion of Owner/ Consultant. All costs towards testing etc. shall be borne by the Vendor within their quoted rates. All inspection of various items shall be carried out based on Quality Assurance Plan, which will be submitted by the Vendor and duly approved by Owner/ Consultant.

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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29.0 QUALITY ASSURANCE / QUALITY CONTROL PROGRAMME

- 29.1 Bidder shall include in his offer the Quality assurances Programme containing the overall quality management and procedures which is required to be adhered to during the execution of Vendor. After the award of the contract detailed quality assurance programme to be followed for the execution of contract under various divisions of work will be mutually discussed and agreed to.
- 29.2 The Vendor shall establish document and maintain an effective quality assurance system as outlines in recognized codes.
- 29.3 Quality Assurance system plans/procedures of the Vendor shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the Quality Assurance, plans or procedures to be followed for quality control in respect of design, Engineering, Procurement, Supply, Installation, Testing and Commissioning. The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all stages of work at site as well as the manufacture's works and despatch of materials.
- 29.4 The Owner/Consultant or their representative reserve the right to inspect witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.
- 29.5 The contractor has to ensure the deployment of Quality Assurance and Quality Control Engineer(s) depending upon the quantum of work. This QA/ QC group shall be fully responsible to carryout the work as per standards and all code requirements. In case Engineer-in-Charge feels that Contractors QA/QC Engineer(s) are incompetent or insufficient, contractor has to deploy other experienced Engineer(s) as per site requirement and to the full satisfaction of Engineer-in-Charge.
- 29.6 In case contractor fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of Engineer-in-charge.

30. HEALTH SAFETY AND ENVIRONMENT (HSE) MANAGEMENT



- 30.1 The Contractor during entire duration of the Contract shall adhere to HSE requirement as described in the bidding document.

31. SITE CLEANING

- 31.1 The Contractor shall clean and keep clean the work site from time to time to the satisfaction of the Engineer- in-Charge for easy access to work site and to ensure safe passage, movement and working.

32. COORDINATION WITH OTHER AGENCIES

- 32.1 Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the Contractor. Proper coordination with other agencies will be

	SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD. IFB NO. CPG0898P19	
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Contractors responsibility. In case of any dispute, the decision of Engineer-in-Charge shall be final and binding on the Contractor.

33. **SITE FACILITIES FOR WORKMEN**

33.1 Following facilities are to be ensured at all work places where workmen are deployed/engaged by contractor.

- i) Arrangement of first aid
- ii) Arrangement for clean drinking water
- iii) Toilets
- iv) Canteen where tea & snacks are available
- v) A creche where 10 or more women workmen are having children below the age of 06 (six) years



34. **EXECUTION OF ELECTRICAL WORKS**

34.1 The Contractor shall engage an approved electrical agency for execution of electrical works, holding valid electrical contractor licence. In case contractor himself executes electrical works then he shall arrange valid electrical contractor licence before start of electrical works at site. Notwithstanding, contractor shall adhere to all the safety standard as included in bidding document.

35. **INSURANCE**

35.1 In addition to the insurance covers specified in the General Conditions of Contract to be obtained and maintained by the contractor, Contractor shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the Owner/ Consultant as may be necessary and to its full value for all such amounts to project the works in progress from time to time and the interest of Owner/ Consultant against all risks as detailed herein. The form and the limit of such insurance as defined against all risks as detailed herein. The form and the limit of such insurance as defined herein together with the under writer works thereof in each case should be as acceptable to the Owner/ Consultant. However, irrespective of work acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of contract shall be that of contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities and obligations under contractor.

35.2 Any loss or damage to the equipment during ocean transportation, port/ custom clearance, inland and port handling, inland transportation, storage, erection and commissioning till such time the work is taken over by Owner/ Consultant, shall be to the account of contractor. Contractor shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/ or replacement of the parts of the work damaged or lost. Contractor shall provide the Owner/ Consultant with a copy of all insurance policies and documents taken out by him in pursuance of the contract. Such copies of documents shall be submitted to the Owner/ Consultant immediately upon the contractor having taken such insurance coverage. Contractor shall also inform the Owner/ Consultant at least 60(sixty) days in advance regarding the expiry cancellation

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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and/ or changes in any of such documents and ensure revalidation/ renewal etc. as may be necessary well in time.

- 35.3 Statutory clearances, if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/ or during erection, shall be made available by the Owner/ consultant. Contractor shall, however, be responsible for obtaining requisite licenses, port clearances and other formalities relating to such import. The risks that are to be covered under the insurances shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The Scope of such insurance shall cover the entire value of supplies of equipments, plants and materials to be imported from time to time.
- 35.4 All costs on account of insurance liabilities covered under this contract will be to contractor's account and will be Contract Price. However, Owner/ Consultant may from time to time, during the currency of the contract, ask the contractor in writing to limit the insurance coverage risk and in such a case, the parties to the contract will agree for a mutual settlement, for reduction in value of contract to the extent of reduced premium amounts.
- 35.5 Contractor as far as possible shall cover insurance with Indian Insurance companies, including marine insurance during ocean transportation.
- 35.6 Owner will be co-insured in the policy.

36.0 Deleted



37.0 TRAINING OF PURCHASER'S PERSONNEL

Contractors shall train Purchaser's Engineers as per the scope define in the Job specifications. Bidder's quoted price shall include all expenses towards their personnel's travel, transportation, boarding, loading, living and personnel expenses, etc. for onsite training.

Travel, transportation, venue, boarding, lodging & personnel expenses of Purchaser's personnel shall be borne by Purchaser.

38.0 QUALITY ASSURANCE / QUALITY CONTROL PROGRAMME

- 38.1 Bidder shall include in his offer the Quality assurances Programme containing the overall quality management and procedures which is required to be adhered to during the execution of Vendor. After the award of the contract detailed quality assurance programme to be followed for the execution of contract under various divisions of work will be mutually discussed and agreed to.
- 38.2 The Vendor shall establish document and maintain an effective quality assurance system as outlines in recognized codes.
- 38.3 Quality Assurance system plans/procedures of the Vendor shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the Quality Assurance,

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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plans or procedures to be followed for quality control in respect of design, Engineering, Procurement, Supply, Installation, Testing and Commissioning. The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all stages of work at site as well as the manufacture's works and despatch of materials.

- 38.4 The Owner/Consultant or their representative reserve the right to inspect witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.

39.0 WORK PROGRAM



- 39.1 The work program shall be prepared and administered by the Contractor ensuring Time for completion as stipulated in respective section.
- 39.2 In the work program, the Contractor will indicate the detailed schedule of requirement including Purchaser input, if any, commensurate with such work program.
- 39.3 The Contractor will obtain approval on detailed work program form Purchaser/Consultant within thirty (30) days of Effective Date. Such approved detailed work program will govern (i) PRS; (ii) Monthly payment schedule; etc.
- 39.4 Contractor shall furnish daily site progress report to Consultant on deployment of manpower and equipment along with progress of work achieved at site on previous Day in the Performa to be prescribed by the Consultant.
- 39.5 Contractor shall furnish progress report on fortnightly basis regarding the state and progress for manufacturing / supply portion as well as for site work to the Purchaser / Engineer-in-charge / Consultant. The details and Performa of the report will be mutually agreed after the award of CONTRACT.

40.0 COMPLETION OF THE FACILITIES

- 40.1 Purchaser will take over the Work only on its Completion, no part Work will be taken over by the Purchaser.



41.0 Instruction to Bidder

- 41.1 This enquiry envisages total responsibility for complete work from design, engineering, manufacture, supply; inland transportation within India upto the designed Project Sites, all taxes, duties, levies, fees, encumbrances, octroi, etc. as applicable and payable by the bidders under the contract in India, all insurance handling of goods at all stages, storage, associated civil works including materials, tools/ tackles etc. for such civil works obtaining statutory approvals of any from the local authorities prior to start of work at sites till the time of handing over, installation, testing, pre commissioning, performance test, Site Acceptance Test, Trial Run, system commissioning and handing over the Scada System to the Purchaser at each Site as stated in the material requisition, on Turn-key indivisible Works contract basis. The bidder shall quote price

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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on turnkey indivisible works contract basis as aforesaid and OIL will accept only such complete bids.

- 41.2 Owner shall not be issuing any concessional forms like Form-C or any other such forms, for availing concessional taxes/ duties by the bidder, as such bidder shall include full rates of all Indian taxes/ duties as applicable.
- 41.3 The Supplier, wherever applicable shall after proper painting, pack and crate all goods for sea/air/road/rail transportation in a manner suitable to tropical humid climatic region in accordance with the internationally accepted practices and in such a manner so as to protect it from damage and deterioration, in transit by sea or air or road or rail and during storage at the storehouse till the time of issuance to erection contractor. The Seller shall be held responsible for all damages due to improper packing. The Seller shall insure sizing for packing of all over sized consignments in such a way that availability of carrier and/or road/rail rout is properly taken in to consideration. Supplier shall follow the packing, marketing and shipping instructions as per tender.
- 41.4 The quoted price shall be deemed to be inclusive of all taxes/ duties including works contract tax, sales tax, local taxes, import duty, GST and other levies etc. till the complete execution of the order as applicable in India under this contract and the bidder shall not be eligible for any compensation on this account.
- Bidders shall not be eligible for compensation by the Owner for any variations whatsoever in the aforesaid taxes/ duties/ levies, etc. as included in the total turnkey price. Non-compliance to the provisions of this Article as aforesaid shall lead to rejection of offer.
- 41.5 At each of the designated sites the Owner shall make available to the Bidder requisite open land for the purpose of storage, office and other related uses during the site work. Fencing of the demarcated area if necessary shall be done by the Bidder at their cost. All arrangements and temporary construction if any, within allocated area for adequate storage and safe custody of all goods received against the order and for all other allied activities of the Bidder, shall be done entirely by the bidder at their own cost. The total contract price shall be considered to be inclusive of all costs towards the above requirement. Bidder shall have no claim or lien on the land and shall clear the land of all structures prior to leaving the sites.
- 41.6 All Bidders are requested to indicate positively the division of work
- (a) To be directly undertaken by the Bidder
 - (b) Envisaged to be undertaken by Bidder's Sub-contractor under Bidder's shall Overall responsibility.
- 41.7 If the deviation sheet (Proforma- C) is not filled it will be assumed that the bidder has not taken any deviation what so ever it may be.
- 42.0 VOID**

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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43.0 LOCAL CONDITION



- 43.1 It will be imperative for each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these documents and specifications. In their own interest the Bidders are requested to familiarize themselves with the Income Tax Act. 1961, the Companies Act 1956, Custom Act 1962 and other related Acts and Laws prevalent in India. The Owners shall not entertain any request for clarification from the Bidders, regarding such local conditions.
- 43.2 It must be understood and agreed that such factors may have properly been Investigated and considered while submitting the bids. No claim for financial Adjustment to the Contract awarded under these specifications and documents will be entertained by the Owner. Neither any Change in the time schedule of the Contract nor any financial adjustment arising therefore shall be permitted by the Owner which are based on the lack of such clear information to its effect, the cost or time schedule.
- 43.3 The activities listed in the scope of proposal in this document as well as in the price break-up shall be only broad categories and shall in no way absolve the Bidder in executing and completing of the turnkeys philosophy of the Owner within the quoted Lumpsum price. Any item/equipment/services/ activities/ taxes/duties, if not specifically identified in the Bid document or in the offer but is necessary for the completion of work, shall be deemed to be included in the quoted Lumpsum price and no extra charges are payable by the Owner.
- 43.4 The Purchaser/Consultant will not provide any power and water connection and The Contractor shall obtain necessary power and water connection from relevant authority and will pay its uses charges. Purchaser will not own the responsibility for providing the land.
- 44.0 Other terms and condition will be applicable as specified elsewhere in **General Condition of Contract and Instruction to bidder.**

45.0 Deleted

46.0 Deleted

47. DIRECT PAYMENTS TO SUB-VENDORS/ SUPPORTING AGENCIES OF MAIN CONTRACTOR

"Normally, the payment is to be made to vendor/ contractor only as per provision of contract. During execution, in case of financial constraints, OIL may make direct payment to their sub-vendor/ supporting agencies as an exception from the amounts due to the vendors/ contractors from any of their bills under process upon certification by EIC subject to receipt of such request from the vendor/ contractor. Further, the request for direct payments to the sub-vendor/ sub-contractor shall be considered in performance evaluation of such vendor/ contractor. "

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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48. DELETED

49. JOINTS MEASUREMENT OF WORK EXECUTED, BILLING, INVOICE AND PAYMENTS.

49.1 Measurement shall be recorded as per the methods of measurement spelt out in Specification/Contract Documents. The PMC/ OIL Site Engineer/ DGM/ CM will check the measurement as recorded in the Measurement Books/Bills.

50. REGISTRATION OF THE CONTRACT WITH STATUTORY AUTHORITIES (FOR FOREIGN BIDDER)

50.1 Within 30 days of execution of the Contract agreement, the Contractor shall register themselves and the Contract at their own cost with the Reserve Bank of India, Income Tax, Sales Tax and such other statutory authorities, as may be required under the rules and regulations governing in India. The Contract Price shall be deemed to include all costs towards the same. A copy of all documents related to all such registration shall be submitted to Employer/Consultant for record.

51. REQUIREMENT OF PAN FOR FOREIGN BIDDER

51.1 Foreign Bidders whose receipts in India are subject to tax shall furnish PAN, Permanent Establishment and Tax Residency Certificate. Withholding Tax shall be deducted as applicable under the Income Tax Act in India. If bidder does not furnish PAN, tax will be deducted accordingly.

52. TAXES AND DUTIES IN CASE OF FOREIGN BIDDER:



52.1 A foreign Contractor shall be entirely responsible for all taxes, stamp duties, licence fees and other such levies imposed outside the Employer's country.

52.2 For Foreign bidders, GST (CGST & SGST/UTGST or IGST) shall be payable by Employer to statutory authorities in India under reverse charge mechanism.

53. BID CURRENCIES:

53.1 Indian Bidders may submit bid in Indian Rupees or in any foreign currency and receive payment in such currency.

53.2 Foreign Bidders may submit bid in the home currency of Bidder's country or US\$/GBP/EURO/ INR.

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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53.3 A Bidder expecting to incur a portion of his expenditure in the performance of Contract in more than one currency (limited to maximum two currencies) (without prejudice to the provisions of Clause 53.2) and wishing to be paid accordingly shall indicate the same in the bid. In such a case, the bid shall be expressed in different currencies with the respective amounts in each currency together making up the total price.

53.4 Currency once quoted will not be allowed to be changed. Purchaser shall not be compensating for any exchange rate fluctuation.

54. MENTIONING OF PAN NO. IN INVOICE/BILL

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods / services/works/consultancy services exceeding Rs. 2 Lacs per transaction.



Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case supplier/ contractor/ service provider/ consultant do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfilment of above requirement

55. PROVISION IN TENDER REGARDING PERMANENT ESTABLISHMENT (PE) W.R.T. FOREIGN BIDDERS



“Foreign bidders must submit (along with their bid) the following particulars which are required to be furnished by OIL to Income Tax Department for complying with the requirements for making remittances to non-residents as per Income Tax Act, 1961 (as amended from time to time):

- (i) Certificate of having No Permanent Establishment / No Business Connection in India (Annexure-C).
- (ii) In case the non-resident has a Fixed Place Permanent Establishment (PE) or a Dependent Agency PE in India, in terms of the Double Taxation Avoidance Agreement (DTAA) between India and his country of tax residence through which the non-resident carries on business activities in relation to its engagement by OIL, the address of the Fixed Place PE or name & address of the Dependent Agent is to be provided.

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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- (iii) Deemed Permanent Establishment: Whether by carrying on activities in relation to its engagement by OIL, the non-resident constitutes an Installation / Construction PE or a Service PE in India in terms of the DTAA between India and his country of tax residence
- (iv) If the non-resident has PE in India, whether the remittances to be made to him under his engagement by OIL are attributable to such PE or not with reasons thereof
- (v) Non-resident's complete address in the country of residence along with Local Contact No. with ISD Code and E-Mail ID of concerned person.
- (vi) If the non-resident has an Indian Income Tax Permanent Account Number (PAN), details of the same
- (vii) Country of tax residence of the non-resident supported by a Tax Residency certificate (TRC) issued by the Government of country or specified territory to the effect that the person named therein is a resident of that country or specified territory along-with Form 10F, if non-resident desire to avail benefits available under Double Tax Avoidance Agreement (DTAA).
- (viii) If it is not possible for the non-resident to obtain & submit Tax Residency Certificate to OIL within a reasonable time, the bidder should furnish Form No. 10F along with an undertaking to the effect that the bidder is a tax resident of (the specified country) and that they shall obtain and provide the TRC to OIL before 30 days of submission of first Invoice by them or within 3 months from the date of entering into the contract whichever is earlier.
- (ix) Whether the non-resident is constituted as a company, a partnership firm, or any other form of business organization.

In addition to above particulars, the bidder should also provide any other information as may be required later for determining the taxability of the amount to be remitted to the non-resident. Further, the bidder shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the above particulars, along with full details.

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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Bidders should note that if there is any delay in submission / non-submission of information / documents required as above within the specified time, OIL will be constrained to deduct tax as per Income Tax Act, 1961. In case, tax liability is to be borne by OIL as per purchase / work order terms & conditions, any additional tax liability due to delay in submission / non submission of information / documents required as above shall be recovered from the supplier / contractor / consultant.

TAX INCIDENCE:

- a) If bidder insists at the time of bidding that Tax Liability is to be borne by OIL, then the bidder's total quoted prices shall be suitably loaded by equivalent amount for evaluation purpose (depending upon the status of Foreign Vendor based on the documents submitted by them at the time of bidding) and WHT Certificate will be issued.
- b) In case bidder agrees to bear the WHT as per the provision of Income Tax Act 1961, no loading on quoted prices towards WHT will be done. The WHT will be deducted from their payments due to them and WHT certificate will be issued as per IT Act. .



If the bidder wants to avail the benefit of DTAA, then they have to submit the Tax Residency Certificate (TRC) issued by Government or Specified Authority of that country and Form 10F as per the proforma at Annexure-D.

- c) Bidders should note that any delay in submission of TRC, Form 10F or PE information within specified time OR any subsequent change in TRC, Form 10F or PE status after submission of bid, may lead to deduction of tax at higher rate than at which it would otherwise have been deducted. Such additional tax liability shall be recovered from the supplier/contractor/ consultant.”

56. EMPLOYMENT VISA FOR FOREIGN NATIONALS

All foreign nationals coming to India for execution of Projects/Contracts will have to apply for Employment Visa only and that grant of Employment Visa would be subject to strict adherence of following norms:



- (i) Employment Visa is granted only for the skilled and qualified professionals or to a person who is being engaged or appointed by a Company, Organization, Industry or Undertaking etc., in India on contract or employment basis at a senior level, skilled position such as technical expert, senior executive or in managerial position etc.,



	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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(ii) Request for Employment Visa for jobs for which large number of qualified Indians are available, is not considered.

(iii) Under no circumstances an Employment Visa is granted for routine, ordinarysecretarial/clerical jobs.

Bidders are advised in their own interest to check latest Visa rules from Indian Embassy / High Commission in their country in case foreign nationals are required to be deputed to India during execution of the Contract.

	<p>SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p>IFB NO. CPG0898P19</p>	
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	<p align="center">PROCUREMENT OF SCADA AND APPS FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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ANNEXURE- I TO SPECIAL CONDITIONS OF CONTRACT

TIME SCHEDULE

Complete Scope of SCADA & APPS System shall be handed-over to the purchaser on turnkey basis after successful supply, installation, testing, SAT, integration with existing SCADA & Telecom, trial Run & commissioning, Warranty, Post warranty maintenance, complete in all respect as indicated below.

Sl. No.	Scope of Work	Schedule
		Completion period
1	Design, Engineering and approval of documents complete in all respect Manufacturing, FAT and Supply complete in all respect	05 months from the date of issue of LOA
2	Installation, Testing, SAT, trial run, integration of with SCADA, APPS /LDS system, Tower for Telecom system (Radio link), Commissioning & handing over complete in all respect to OIL	10 months from the date of issue of LOA



Note: Upon completion of main warranty of 24 months from date of acceptance of system after commissioning & handing over to OIL bidder has to provide Post Warranty Maintenance for 03 Year after completion of Main warranty.

SCHEDULE OF RATES/PRICES (SOR/P) FOR SCADA AND APPS SHALL BE AS DETAILED IN TERMS OF REFERENCE (TOR)

Note:

- Any delay in completion shall be subject to Liquidated Damages as defined in the bidding document, which shall be applicable.
- All demurrage on account of non readiness of contractor like non arrangement of requisite vehicles, all requisite permissions including the one from port authorities etc. shall be borne by the contractor.

(SIGNATURE OF BIDDER)

	<p align="center">PROCUREMENT OF SCADA AND APPS FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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ANNEXURE- II-A TO SPECIAL CONDITIONS OF CONTRACT

PREAMBLE TO SCHEDULE OF RATES/PRICE (SOR/P)

1. Bidder's quoted prices shall be strictly as per various FORMS included under Schedule of Prices. Bidder shall quote prices against each item mentioned in SOR/P. Contract Price quoted shall be inclusive of **all taxes, duties, except Goods and Service Tax (GST)**.
2. The price quoted shall be on contract basis. Payments to contractor shall be made limited to Contract price indicated, irrespective of the progressive payments made during execution.

Obligation of the Contractor is not limited to the quantities that the Contractor may either indicate in the Schedule of Break-up of Package Material Prices along with his bid or in further detailed break of lump sum prices furnished after award of work. Contractor shall carry out entire scope of work/supplies as detailed in various sections/volumes of the Bidding Document within the quoted Price (Contract Price).
3. Contract prices quoted by the Bidder shall include cost of any other supplies/work(s) not specifically mentioned in the Bidding Document but necessary for the efficient, trouble free operation of the package items and to make this package complete in every respect.
4. Bidder shall indicate foreign currency considered by them for overseas components.



**PROCUREMENT OF SCADA AND APPS FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL
INDIA LTD.
IFB NO. CPG0898P19**



A. INDIAN & FOREIGN BIDDERS

MR No.	DESCRIPTION	Unit	Qty	Unit Rate inclusive of all applicable taxes & duties except GST (CGST&SGST/UTGST or IGST). (a) IN FOREIGN CURRENCY,i.e,	Unit Rate inclusive of all applicable taxes & duties except GST (CGST&SGST/UTGST or IGST). (b) IN INDIAN RUPEES	TOTAL PRICE (A) IN FOREIGN CURRENCY	TOTAL PRICE (B) IN INDIAN RUPEES
T	The Scope of work for SCADA & APPS system shall be (but not limited to) Project Management, Design, Engineering, Procurement of Materials, fabrications/ manufacturing, Inspection & Factory Acceptance Testing at works, Supply, Packaging, Shipping, Insurance, Port Handling, Custom Clearance, Inland Transportation to site, Storage & Safety, Installation along with necessary software, installation material, cables, connectors, RTU panels with HMI (OEM – M/s ABB), RTU Modules, erection of foundation support channel on trench for panel erection, cable trays, Tower for Radio Telecom equipments, Interfacing with IEDs, Instrumentation, Electrical, CP system, APPS/LDS System, Site Acceptance testing & Integration, Test Run, Pre-commissioning activity, Commissioning, Integration with Telecom System (Radio link network), APPS System, Training, technical support, Supply & Commissioning of APPS system, Integration with existing SCADA (OEM – M/s ABB), Warranty, Post warranty maintenance (after completion of main warranty – comprehensive for 3 years), Mandatory spares & commissioning spares, Documentation for Supervisory Control & Data Acquisition (SCADA) & APPS System with & Remote Telemetry Unit, and shall be executed on turnkey indivisible works						



**PROCUREMENT OF SCADA AND APPS FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL
INDIA LTD.
IFB NO. CPG0898P19**



MR No.	DESCRIPTION	Unit	Qty	Unit Rate inclusive of all applicable taxes & duties except GST (CGST&SGST/UTGST or IGST). (a) IN FOREIGN CURRENCY, i.e.,	Unit Rate inclusive of all applicable taxes & duties except GST (CGST&SGST/UTGST or IGST). (b) IN INDIAN RUPEES	TOTAL PRICE (A) IN FOREIGN CURRENCY	TOTAL PRICE (B) IN INDIAN RUPEES
	contract basis as per details scope of work, Technical Specification of respective SCADA, APPS /LDs equipments & Job specification PJS No. MEC/05/E5/T/23U1/PJS-099 Rev 0.						
T.1	Work related to extension of SCADA System for new pipeline						
T.1.1	Supply and Services related to Installation, Testing & Commissioning, Integration with existing SCADA system (OEM – M/s ABB) of Remote terminal units (RTU) with HMI (OEM – M/s ABB) at front end with required graphics for round the clock online monitoring and control, integration with new Radio telecom equipment and all works as per Job specification PJS No. MEC/05/E5/T/23U1/PJS-099 Rev 0. Rev 0 and as per IO lists. (Remote Terminal Unit for Makum HNE SV Station). The work required preparation of GRAPHICS page in existing SCADA for the new pipeline.	Set	01				
T.1.2	Modification in existing RTU (OEM – M/s ABB) at Baghjan by adding the necessary new hardware & upgradation of existing hardware as required, IO modules & software up gradation if required, GRAPHICS Modifications / preparation, integration of new	Set	01				



**PROCUREMENT OF SCADA AND APPS FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL
INDIA LTD.
IFB NO. CPG0898P19**



MR No.	DESCRIPTION	Unit	Qty	Unit Rate inclusive of all applicable taxes & duties except GST (CGST&SGST/UTGST or IGST). (a) IN FOREIGN CURRENCY, i.e.,	Unit Rate inclusive of all applicable taxes & duties except GST (CGST&SGST/UTGST or IGST). (b) IN INDIAN RUPEES	TOTAL PRICE (A) IN FOREIGN CURRENCY	TOTAL PRICE (B) IN INDIAN RUPEES
	pipeline parameters with existing SCADA system.						
T.1.3	Modification in existing RTU (OEM – M/s ABB) at RT Madhuban by adding the necessary new hardware & upgradation of existing hardware as required , IO modules & software up gradation if required, GRAPHICS Modifications / preparation, integration of new pipeline parameters with existing SCADA system.	Set	01				
T.1.4	Additional Web Client License (OEM – M/s ABB) for Web client at Central Gas gathering station at RT Madhuban with necessary integration with existing SCADA.	Set	01				
T.1.5	Web Client with 21” / 22” Monitor & Windows OS. (OEM – M/s ABB) at Central Gas gathering station RT Madhuban with necessary integration with existing SCADA.	Set	01				
T.1.6	PDT with all accessories including all cables & connectors as per the Technical specifications of RTU with RTU configuration software.	Set	01				
T.1.7	Industrial standard Tool kit for equipments with leather bag	Set	01				
T.1.8	Portable Power Source cum Calibrator (Current & Voltage)	Set	01				



**PROCUREMENT OF SCADA AND APPS FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL
INDIA LTD.
IFB NO. CPG0898P19**



MR No.	DESCRIPTION	Unit	Qty	Unit Rate inclusive of all applicable taxes & duties except GST (CGST&SGST/UTGST or IGST). (a) IN FOREIGN CURRENCY, i.e.,	Unit Rate inclusive of all applicable taxes & duties except GST (CGST&SGST/UTGST or IGST). (b) IN INDIAN RUPEES	TOTAL PRICE (A) IN FOREIGN CURRENCY	TOTAL PRICE (B) IN INDIAN RUPEES
T.1.9	4 ½ Digit Multi-meter	Nos.	02				
T.1.10	Modifications in the existing SCADA software for adding these additional RTU and necessary graphics development including Design, Engineering, System Installation, Commissioning, for all the RTU/SCADA devices, All erection accessories including 8 port Ethernet Switch, Ethernet cable, Cable trays, FRLS armoured Signals & Alarm Cables from Instrumentation panel / electrical panel / CP panel to respective RTU, Exp Gland double compression, Rack, termination with printed ferruling, Power supply & cabling, etc, Modification in SCADA configuration of at MCS Duliajan for integrating the proposed Pipeline SCADA and new APPS (LDS) system, Integration at DT Baghjan & RT Duliajan to Incorporation / modification in HMI Graphics for new facilities to accommodate monitoring of flow metering and other online parameters as well as control and monitoring of S/D Valves, All other field parameter including flow metering, online parameter including CP, power supply through RTU, interfacing with Instrumentation, new APPS system, Radio based telecom system etc complete in all respect all inclusive as per the specification requirement define in the tender.	Set	01				



**PROCUREMENT OF SCADA AND APPS FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL
INDIA LTD.
IFB NO. CPG0898P19**



MR No.	DESCRIPTION	Unit	Qty	Unit Rate inclusive of all applicable taxes & duties except GST (CGST&SGST/UTGST or IGST). (a) IN FOREIGN CURRENCY, i.e.,	Unit Rate inclusive of all applicable taxes & duties except GST (CGST&SGST/UTGST or IGST). (b) IN INDIAN RUPEES	TOTAL PRICE (A) IN FOREIGN CURRENCY	TOTAL PRICE (B) IN INDIAN RUPEES
T.1.11	Training – SCADA system (as defined in PJS MEC/05/E5/T/23U1/PJS-099 Rev 0. specifications at OEM works / OEM testing facilities) before the final acceptance of the SCADA system by the Client (04 engineers for 05 man days).	Lot	01				
T.2	APPS System for new pipeline						
T.2.1	Supply & Services related to Installation, Testing & Commissioning, and Integration with existing SCADA system and all related work for new APPS system for pipeline leak detection for new pipeline as per the scope of work define in the specification.	Lot	01				
T.2.2	Training – APPS system (as defined in PJS MEC/05/E5/T/23U1/PJS-099 Rev 0. Specifications at OEM works / OEM testing facilities) before the final acceptance of the SCADA system by the Client (04 engineers for 05 man days).	Lot	01				
T.3	Radio based Telecom system for new pipeline						
T.3.1	New Radio Tower (Self-supported tower with minimum height of 35 metres with earthing, dedicated earthing pit, aviation lamp and fall arrestor with civil foundation work as required) for installation of	Lot	01				



PROCUREMENT OF SCADA AND APPS FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL
INDIA LTD.
IFB NO. CPG0898P19



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	Radio equipment antenna, Supply & configuration of Cisco 4221 router (minimum 2 WAN ports, 4 LAN ports) with OSPF support installed in wall mounted Rack with front Glass; lockable at Makum HNE SV Station with complete detailed engineering, inspection, erection & commissioning all inclusive and Interfacing with existing Radio system of client including erection accessories, as per the specification. The interfacing of new RTU with new radio equipment for SCADA connectivity is in bidder's scope. (The new radio equipment will be supplied and installed by client with antenna). Interacting with router / switch is in bidder's scope.						
T.4	All inclusive per month rates for maintaining store at site (for the supplied material) during extended period as required (payable if site is not ready even after 6 months of actual date of completion as per terms & condition of contracts and as define in the tender scope of work). (Refer Note 7)	Month	06				
T.PW.5	Post warranty maintenance contract (PWMC) – comprehensive for complete SCADA system and RTU as define in the Particular Job specification / bid document for complete telecom system for 3 years after completion of main warranty / extended warranty	Lot	01				



**PROCUREMENT OF SCADA AND APPS FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.
IFB NO. CPG0898P19**



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	complete in all respect as define in particular Job specification. Payment will be made on quarterly basis. (Note -8)						
T.PW.6	Post warranty maintenance contract (PWMC) – comprehensive for complete APPS system as define in the Particular Job specification / bid document for complete telecom system for 3 years after completion of main warranty / extended warranty complete in all respect as define in particular Job specification. Payment will be made on quarterly basis. (Note -8)	Lot	01				
	TOTAL PRICE for Evaluation						



**PROCUREMENT OF SCADA AND APPS FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL
INDIA LTD.
IFB NO. CPG0898P19**



NOTES:

1. Bidder shall mention the Currency quoted (Indian component or Foreign component) by them in the offer.
2. Bidder must quote for all the items and bids will be evaluated on Overall lowest evaluated price (L-1) basis (for the whole package).
3. All the items will be considered for evaluation purpose. Completion of total work as a TURNKEY work is Bidder's responsibility.
4. Commissioning spare as required will be part of the offer.
5. Details of Mandatory spares with part no., make etc. shall be given separately with the offer & price part.
6. The quantity and the location of the stations may change as per change in site requirements; bidder shall take prior approval for procurement and erection.
7. Bidder has to complete the work as per the schedule, if the site is not ready even after 6 months of the completion schedule as define in the contract then bidder may compensate the expenditure of store (as per all inclusive rate per month available in the tender) till the readiness of the site. The payment will be made from seventh month (No payment upto six months from date of completion from LOA) onward from actual date of completion as per the certifications by EIC/ Client. In this situation, after intimation from OIL, the site work has to be completed within the time stipulated for site works as per tender.
8. Post warranty maintenance contract comprehensive as define in the bid shall be provided by original equipment supplier along with bidder for the 03 years of period specified in the tender. However, OIL may place separate order for Post Warranty Maintenance as per terms & condition of the contract. PWMC work will start after completion of Main warranty.
9. Operation & maintenance OEM suggestive spares (to be used after PWMC), each module, with complete list, part no, unit rate shall be provided. The validity of rates shall be upto contractual period including PWMC from date of commissioning / acceptance of complete work (i.e. 5 year – 2 year warranty + 3 year PWMC).
10. For SOR item nos. **T.1.11, T.2.2, T.4, T.PW.5 & T.PW.6**, Indian Bidders have to quote in **INR only**.
11. 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.



PROCUREMENT OF SCADA AND APPS FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL
INDIA LTD.
IFB NO. CPG0898P19





B. DETAILS OF BUILT-IN-CIF VALUE OF IMPORT CONTENT, ITEM DETAILS OF IMPORT CONTENT AND RATES OF IMPORTS DUTY CONSIDERED AND INCLUDED IN QUOTED SUPPLY PRICES UNDER PRICE SCHEDULE

DESCRIPTION				CIF value of Import Content included in quoted supply prices on per valve basis (Currency _____)	RATE OF CUSTOM DUTY INCLUDED IN QUOTED FOT DESPATCH POINT PRICES FOR SUPPLY OF SKIDS					
Group	Item Sl. /MR No.	Description of Imported Items	Qty. of Imported Items Required per No. of Skid (Unit) * (1)		CUSTOM TARRIF NO.	BASIC CUSTOMS DUTY (%)	Social Welfare Surcharge ON CUSTOM DUTY (%)	IGST (%)	CESS, if applicable, ON CUSTOM DUTY (%)	TOTAL CUSTOM DUTY (%)

NOTE:

* (1) Bidder shall indicate CIF value (ON PER item BASIS ONLY) against each quoted item and give description of goods along with its quantities (UNIT TO BE SPECIFIED BY THE BIDDER) to be imported in the above Format

(2) Bidder has to ensure that currency quoted in this format shall be same with the currency quoted in the Main Price schedule format.

	<p align="center">PROCUREMENT OF SCADA AND APPS FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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ANNEXURE- II B- SCHEDULE OF PAYMENTS

I. PAYMENT TERMS (APPLICABLE FOR BOTH FOREIGN & DOMESTIC BIDDERS):



The Payment shall be made in the following manner subject to completion of all contractual requirements as per tender document for both Indian and Foreign Bidder.

1.0 SUPPLY & SERVICES excluding SOR item nos. T.1.11, T.2.2, T.4, T.PW.5 & T.PW.6

- 1.1 50 % of value of Supply & Services against successful Factory Acceptance Testing (FAT) of SCADA & APPS system equipments, submission of invoice in triplicate, indemnity bond of the contract value and following documents:
 - a. LR or GR (original)
 - b. Packing List.
 - c. Inspection release note by Purchaser/Consultant.
 - d. Dispatch instructions/clearance by purchaser/consultant.
 - e. Proof of customs clearance including payment of customs duty for imports permitted in the Contract.
 - f. Receipt and acceptance of all material designated store at site on submission of Goods Receipt Voucher (GRV) & Certificate for receipt of all Goods as per PO issued by Purchaser/Consultant/ Engineer – in -Charge (EIC) at site.
 - g. Confirmation Letter from the site (EIC/RCM) for material received /storage at site.

(The material shall be checked as per the packing list of the vendor without opening of the boxes for physical verification (must be verified jointly by Purchaser/Consultant during FAT and recorded). Physical verification will be done during erection of the material along with the representatives of Purchaser/Consultant/ Engineer – in -Charge (EIC)).
- 1.2 25% of value of Supply & Services pro-rata as per Schedule of rates on Erection, testing of individual station on submission of Certification for completion of Erection & Testing of individual station issued by Purchaser / Engineer – in -Charge / representative at site.
- 1.3 15% of value of Supply & Services on successful Site Acceptance Testing, Trial run, overall commissioning with SCADA, & APPS System submission of Certification for completion of successful SAT, Trial, overall commissioning with Successful Interfacing with SCADA, APPS & Telecom system issued by Engineer – in -Charge / representative at site.
- 1.4 10% of value of Supply & Services on completion of all works including final acceptance, Handing over and submission of Certification for completion of all works including final acceptance, All documents as specified in Vendor Data Requirement (VDR); Submission of “As built drawing/ documents” and handing over issued by Purchaser/Consultant/ / Engineer – In -Charge (EIC) / representative at site.

Payment shall be made through electronic clearing wherever applicable. Successful bidder shall furnish complete bank details for this purpose.

	<p align="center">PROCUREMENT OF SCADA AND APPS FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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In case Site services (Erection Testing & Commissioning) could not be taken up or all sites are not made available by client within 06 months from the date of delivery of all SCADA & APPS system materials at site due to any reasons directly attributable to the owner; the balance 40 % of supply value as per 1.2, 1.3 shall be released after deduction against PRS clause if any and on submission of Bank Guarantee of equivalent amount which shall initially for a period of 1 year (12 months) after completion of 6 months i.e., 18 months from the date of supply of material on FOT site basis (actual) and shall be extended further till the completion of project and handing over of SCADA & APPS system to client; as per requirement of project.

2.0 TRAINING

100% payment for training on completion as certified by Engineer-In-charge / representative or Client.

3.0 POST WARRANTY PERIOD

100% payment pro-rata on quarterly basis as certified by Engineer-in-charge / Representative or Client against invoices raised.

4.0 PAYMENT TO THIRD PARTY:

Request for payment/part payment to third party (i.e., other than the party on whom the order has been placed) will not be entertained by OIL under any circumstances. The offers stipulating payment/part payment to such third party will be considered as nonresponsive and such offers will be rejected.



5.0 The Invoice shall be made after adjusting the following:

- i) PRS, if applicable
- ii) Indian agents commissioning, if applicable.

II. Mode of Payment

- (i) **Indian Bidders:** Payment to Indigenous SUPPLIER's shall be released through Electronic Clearing System (ECS). All bank charges of respective bankers shall be to respective account.
- (ii) **Foreign Bidders:** Through an irrevocable Letter of Credit (L/C) to be established by Purchaser through an Indian Nationalized Bank within 30 days of acceptance of award by the Seller for an appropriate amount (in line with Payment Terms) and its furnishing requisite Performance Bank Guarantee. L/C opening charges payable to the L/C opening bank shall be borne by the Purchaser. In case the Seller requires a confirmed L/C, the confirmation charges shall be borne by the Seller. Any other charges not specified herein shall be on Seller's account. In case L/C extension is required due to delay in delivery for reasons not attributable to Owner, L/C extension charges shall be to Seller's account.

All payments (other than through L/C) shall be released within 30 days of receipt of invoice and all requisite documents, complete in all respects.

	<p align="center">PROCUREMENT OF SCADA AND APPS FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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The Letter of Credit shall be established through State Bank of India (SBI) or Allahabad Bank or any other scheduled Bank, as would be mentioned in the Purchase Order, from time to time. The foreign correspondents of SBI / Allahabad Bank / any other scheduled Bank in various countries are furnished vide Annexure IIIA and Annexure IIIB to this Tender Notice. Bidders shall name one of the correspondents of SBI / Allahabad Bank through whom they prefer to have their L/C opened. Where foreign correspondents of SBI / Allahabad Bank do not exist presently, the bidders are to indicate their banker's name and address in their offers.

Note: Only 50% payment as per SL.no 1.1 of payment terms shall be made through LC. Rest all payment shall be released through wire transfer.

Payment for site work shall be released through Electronic Clearing System (ECS), if quoted in Indian currency. All bank charges of respective bankers shall be to respective account. If quoted in foreign currency, payment will be remitted through bidder's banker.

GENERAL NOTES:

- i. The payment to the Contractor / Supplier will be limited to their quoted price included in the Contract Price.
- ii. Prorata payments shall be applicable on dispatch of material (on complete unit basis).
- iii. In case of Indigenous SUPPLIER's, wherever taxes/duties are separately indicated, the order value shall be exclusive of taxes/duties. 100% payment of taxes/duties shall be paid along with the payment released against dispatch documents on receipt of GST tax invoice.
- iv. Irrevocable Letter of Credit shall be acceptable from foreign Suppliers in place of Advance Bank Guarantee as well as Performance Bank Guarantee.
- v. Supplier shall submit Billing Schedule, wherever applicable, within three weeks of award for OIL/Consultant approval. Suppliers requiring multiple despatches will restrict the number of despatches to maximum three, unless agreed otherwise by Project Manager of OIL.



	<p align="center">PROCUREMENT OF SCADA AND APPS FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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ANNEXURE – III TO SPECIAL CONDITIONS OF CONTRACT

ANNEXURE – IIIA- FOREIGN CORRESPONDENT OF SBI

COUNTRY NAME OF BANK



1. Abudhabi National Bank of Abudhabi
2. Australia National Australia Bank
3. Austria Raffeisen zentral Bank A.G.
4. Bahrain SBI, Bahrain
5. Belgium SBI, Antwerpen
6. Brazil Banco Do Brasil S.A.
7. Canada SBI, Toronto
8. Denmark Den Danske Bank
9. France SBI, Paris
10. Finland Merita Bank, Helsinki
11. Germany SBI, Frankfurt
12. Hongkong SBI, Hongkong
13. Hungary National Bank of Hungary
14. Italy Credito Italiano
15. Japan SBI, Tokyo ; SBI, Osaka
16. Kenya Barclays Bank
17. Kuwait Gulf Bank K.S.C., Kuwait
18. Malyasia Malayan Banking Berhad
19. Netherlands ABN Amro Bank
20. New Zealand Bank of New Zealand
21. Norway Den, Norske Bank
22. Poland American Bank in Poland
23. Romania Banca Romana De Comert Exterior SA
24. Saudi Arabia National Commercial Bank
25. Singapore SBI, Singapore
26. South Africa SBI, Johannesburg
27. South korea Bank of Seoul
28. Spain Banco Bilbao Vizcaya
29. Sweden Skandinaviska Enskilda Banken
30. Switzerland Union Bank of Switzerland
31. UK SBI, London
32. USA SBI, New York/ Los Angeles/Chicago

	<p align="center">PROCUREMENT OF SCADA AND APPS FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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ANNEXURE - III B- FOREIGN CORRESPONDENT OF ALLAHABAD BANK

COUNTRY NAME OF BANK

1. Australia Australia And New Zealand Bank
2. Austria Osterreichische Lander Bank A.G.
3. Belgium Generale Bank
4. Canada The Royal Bank of Canada
5. Denmark Copenhagen HandelsBank A.G.
6. France Credit Lyonnais
7. Germany Deutsche Bank A.G.
8. Italy Credito Italiano
9. Japan The Fuji Bank Limited
10. Netherlands Amsterdam-Rotterdam Bank N.V.
11. Singapore SBI, Singapore
12. Sweden Skandinaviska Enskilda Bankan
13. Switzerland Union Bank of Switzerland
14. U.K. Barclays Bank PLC, London Standard Chartered Bank, London
15. USA American Express Bank, New York Citi Bank N.A. ,Nork Citi Bank N.A. ,New York



	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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VOLUME-I PART – IV



ANNEXURE –A: LIST OF ITEMS

(Related To NIL Customs Duty and Concessional GST Applicable for Projects in ML/PEL Area)

1. Land Seismic Survey Equipment and accessories, requisite vehicles including those for carrying the equipment, seismic survey vessels, global positioning system and accessories, and other materials required for seismic work or other types of Geophysical and Geochemical surveys for onshore and offshore activities.
2. All types of drilling rigs, jack up rigs, submersible rigs, semi-submersible rigs, drill ships, drilling barges, shot-hole drilling rigs, mobile rigs, work over rigs consisting of various equipment and other drilling equipment required for drilling operations, snubbing units, hydraulic work over units, self-elevating work over platforms, Remote Operated Vessel (ROV)
3. Helicopters including assemblies / parts
4. All types of marine vessels to support petroleum operations including work boats, barges, crew boats, tugs, anchor handling vessels, lay barges and supply boats, marine ship equipment including water maker, DP system and Driving system.
5. All types of equipment/ units for specialised services like diving, cementing, logging, casing repair, production testing, simulation and mud services, oil field related lab equipment, reservoir engineering, geological equipment, directional drilling, stimulation, Coil Tubing units, Drill Stem Testing (DST), Data acquisition and processing, solids control, fishing (as related to down hole retrieval in oil field operations or coal bed methane operations), well control, blowout prevention (BOP), pipe inspection including Non Destructive Testing, coring, gravel pack, well completion and work over for oil/gas/ CBM wells including wireline and down hole equipment.
6. All types of casing pipes, drill pipes, production tubing, pup joints, connections, coupling, Kelly, cross overs and swages, Drive Pipes.
7. All types of drilling bits, including nozzles, breakers and related tools
- 8 All types of oil field chemicals or coal bed methane operations, oil well cement and cement additives, required for drilling, production and transportation of oil or gas.
9. Process, production and well platforms/ installation for oil, gas or CBM and water injection including items forming part of the platforms/ installation and equipment required like process equipment, turbines, pumps, generators, compressors, prime movers, water makers, filters and filtering equipment, telemetry, telecommunication, tele-control and other material required for platforms/ installations
10. Line pipes for flow lines and trunk pipelines including weight-coating and wrapping.

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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11. Derrick barges, Mobile and stationary cranes, trenchers, pipe lay barges, cargo barges and the like required in the construction / installation of platforms and laying of pipelines.
12. Single buoy mooring systems, mooring ropes, fitting like chains, shackles, couplings marine hoses and oil tankers to be used for oil storage and connected equipment, Tanks used for storage of oil, condensate, coal bed methane, water, mud, chemicals and related materials.
13. All types of fully equipped vessels and other units/equipment required for pollution control, fire prevention, fire fighting, safety items like Survival Craft, Life Raft, fire and gas detection equipment, including H2S monitoring equipment.
14. Mobile and skid mounted pipe laying, pipe testing and pipe inspection equipment.
15. All types of valves including high pressure valves
16. Communication equipment required for petroleum or coal bed methane operations including synthesized VHF Aero and VHF multi channel sets/ VHF marine multi channel sets.
17. Non-directional radio beacons, intrinsically safe walkie-talkies, directional finders, EPIRV, electronic individual security devices including electronic access control system.
18. Specialized antenna system, simplex telex over radio terminals, channel micro wave systems, test and measurement equipment,
19. X-band radar transponders, area surveillance system.
20. Common depth point (CDP) cable, logging cable, connectors, geo-phone strings, perforation equipment and explosives
21. Wellhead and Christmas trees, including valves, chokes, heads spools, hangers and actuators, flexible connections like chicksons and high pressure hoses, shut down panels
22. Cathodic Protection Systems including anodes
23. Technical drawings, maps, literature, data tapes, Operational and Maintenance Manuals required for petroleum or coal bed methane operations
24. Sub-assemblies, tools accessories, stores, spares, materials, supplies, consumables for running, repairing or maintenance of the goods.

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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ANNEXURE –B: INTEGRITY PACT

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

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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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 h e/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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



	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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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.

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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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.

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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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

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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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.
Date.

	<p style="text-align: center;">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p style="text-align: center;">IFB NO. CPG0898P19</p>	
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ANNEXURE-C

FORMAT OF DECLARATION BY SELLERS WHO DO NOT HAVE A PE IN INDIA

We, the beneficiary, hereby confirm as follows:



1. We are resident of a _____ (Contracting State) in accordance with the provisions of Article 4 of the Convention between the Government of the _____ (Contracting State) and the Government of the Republic of the _____ (Other Contracting State/ India) for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income (“Treaty”) and are eligible to claim relief under the provisions of the Treaty including Article 5.

2. Till 31 March _____, we did not have a permanent establishment in India as contemplated under Article 5 of the Treaty respectively. Further, up to 31 March _____, we have no intention to have a fixed base or permanent establishment in the _____ (Other Contracting State/ India) within the meaning of Article 5 of the Treaty respectively.

Place:
Date:

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

(Note: Above declaration is not applicable for countries with companies located in countries or specified territories with which India does not have DTAA)

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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**FORMAT OF DECLARATION BY THE SELLER REGARDING NO BUSINESS
CONNECTION IN INDIA**



**This is to certify that.....(Name of the entity) a company in
.....(Country) having its registered office at (Address of
company)**

1. Is a tax resident of; and
2. Till 31 March, we did not have a business connection or fixed base in India as per the provisions of Indian Income Tax Act, 1961. Further, up to 31 March, we have no intention to have a business connection or fixed base in India.

We further undertake to notify your good office immediately if there is a change in the facts or status of our company in relation to being or operating a business connection of fixed base as stated herein above.

Place:
Date:

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

	SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD. IFB NO. CPG0898P19	
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ANNEXURE-D



[For entities Located in Country or specified territories with which India has DTAA]

FORM 10F

Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income –tax Act, 1961

I _____ *son/daughter of Mr. _____ in the capacity of _____ (designation) do provide the following information, relevant to the previous year _____ *in my case/in the case of _____ for the purposes of sub-section (5) of * section 90/section 90A:—



<i>Sl.No.</i>	<i>Nature of information</i>	<i>:</i>	<i>Details#</i>
(i)	Status (individual, company, firm etc.) of the assessee	:	
(ii)	Permanent Account Number (PAN) of the assessee if allotted	:	
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)	:	
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident	:	
(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	:	
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable	:	

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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VOLUME-I PART – V

PROFORMAS

PROFORMA-A	LIST OF ITEMS (Equipment, Tools, Accessories, Spares & Consumables) TO BE IMPORTED IN CONNECTION WITH EXECUTION OF THE CONTRACT SHOWING CIF VALUE
PROFORMA- A1	FORMAT FOR CALCULATION OF LOCAL CONTENT- GOODS
PROFORMA-B	BIDFORM
PROFORMA-C	STATEMENT OF NON-COMPLIANCE
PROFORMA-D	FORM OF BID SECURITY (BANK GUARANTEE)
PROFORMA-E	FORM OF PERFORMANCE BANK GUARANTEE
PROFORMA-F	AGREEMENT FORM
PROFORMA-G	PROFORMA OF LETTER OF AUTHORITY
PROFORMA-H	LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
PROFORMA-I	BIDDER'S GENERAL INFORMATION
PROFORMA J1	PROFORMA FOR SUBMISSION OF DETAILS OF SPECIFIC EXPERIENCE AND ANNUAL TURNOVER DETAILS AS CALLED IN "QUALIFICATION CRITERIA" OF INVITATION FOR BID
PROFORMA J2	ANNUAL TURNOVER STATEMENT
PROFORMA J3	FORMAT FOR CHARTERED ACCOUNTANT / STATUTORY AUDITOR CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
PROFORMA K	REPLY TO COMMERCIAL QUESTIONNAIRE
PROFORMA L	INCOME TAX, PAN NUMBER, PF REGISTRATION NUMBER
PROFORMA M	CHECKLIST FOR SUBMISSION OF BID
PROFORMA N	DECLARATION OF BIDDER REGARDING BLACK LISTING/ HOLIDAY LISTING
PROFORMA O	FORMAT OF UNDERTAKING BY BIDDERS TOWARDS SUBMISSION OF AUTHENTIC INFORMATION/DOCUMENTS
PROFORMA P	PROFORMA OF BANK GUARANTEE TOWARDS PURCHASE PREFERENCE – LOCAL CONTENT
PROFORMA Q	INFORMATION ABOUT ANY CURRENT LITIGATION / ARBITRATION, IF ANY, IN WHICH BIDDER IS INVOLVED OR DETAILS REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP
PROFORMA R	DECLARATION OF BIDDER REGARDING LIQUIDATION, COURT RECEIVERSHIP OR SIMILAR PROCEEDINGS



	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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PROFORMA-A

LIST OF ITEMS (Equipment, Tools, Accessories, Spares & Consumables)

TO BE IMPORTED IN CONNECTION WITH EXECUTION

OF THE CONTRACT SHOWING CIF VALUE

	SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.	
IFB NO. CPG0898P19		

PROFORMA-A1

FORMAT FOR CALCULATION OF LOCAL CONTENT- GOODS

INR/ Foreign Currency

Name of Manufacturer	Calculation by manufacturer Cost per one unit of product			
	Cost (Domestic Component) A	Cost (Imported Component) B	Cost Total c = a+b	%Domestic Component d= a/c
I. Direct material cost				
II. Direct labour cost				
III. Factory over head				
IV. Total Production Cost				

Total cost (IV.c)– Total Imported Component Cost (IV.b)



$$\%LC \text{ Goods} = \frac{\text{Total cost (IV.c) – Total Imported Component Cost (IV.b)}}{\text{Total Cost (IV.c)}} \times 100$$

Total Domestic Component Cost (IV.a)

$$\%LC \text{ Goods} = \frac{\text{Total Domestic Component Cost (IV.a)}}{\text{Total Cost (IV.c)}} \times 100$$

As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of **Notice Inviting Tender (NIT)** shall be considered for the calculation of Local Content (LC)

Above Calculation is based on 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.

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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PROFORMA-B

BIDFORM

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

Sub: **IFB NO. CPG0898P19**

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 **AS QUOTED IN PRICE BID** 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 (**COMPLETION PERIOD AS PER TENDER**) days calculated from the date both parties have signed the Contract.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding (**AMOUNT AS PER FORWARDING LETTER**) 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 _____ 2019.



Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

***NOTE- PRICES MUST NOT DECLARED IN THE TECHNICAL BID**

	SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.	
IFB NO. CPG0898P19		

PROFORMA-C

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

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

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

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



Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

	SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.	
IFB NO. CPG0898P19		

PROFORMA-D

FORM OF BID SECURITY (BANK GUARANTEE)

To:
M/s. OIL INDIA LIMITED,
GM (Projects - C&P),
Projects Department,
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain oil field services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s IFB NO. CPG0898P19 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 ____ 2019.

THE CONDITIONS of these obligations are:

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



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

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

SIGNATURE AND SEAL OF THE GUARANTORS _____
Name of Bank & Address _____

Witness _____
Address _____

(Signature, Name and Address)
Date: _____

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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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 issued by the Bank must be routed through SFMS Platform as per following details:

- a.
 - (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”

b. Bidders should submit the copy of SFMS Message as sent by the issuing Bank Branch along with the original Bank Guarantee.

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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PROFORMA –E

FORM OF PERFORMANCE BANK GUARANTEE

To:
M/s. OIL INDIA LIMITED,
GM (Projects - C&P),
Projects Department,
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____



Witness _____

Address _____

Date

Place _____



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

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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- a.
- (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”

- b. The Contractor/Supplier should submit the copy of SFMS Message as sent by the issuing Bank Branch along with the original Bank Guarantee.

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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PROFORMA-F

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 Supply of _____ (brief description of supplies) should be provided by the Contractor as detailed hereinafter or as Company may requires;

WHEREAS, Contractor engaged themselves in the business of offering such supplies 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 supplies for the Company as per Section-II attached herewith for this purpose and

WHEREAS, Company accepted the bid submitted by the Contractor and had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB No. _____. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of 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) Part I indicating the Introduction To Bidders;
 - (b) Part III Section - 1 indicating the General Conditions of this Contract;
 - (c) Part III Section – 2A indicating the Special Terms & Condition;
 - (d) Part III Section- 2B indicating the Annexures to SCC including Schedule of Rates
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.

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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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.

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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PROFORMA–G

PROFORMA OF LETTER OF AUTHORITY

TO
GM (Projects - C&P),
Projects Department,
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

Sir,

Sub: OIL's IFB NO. CPG0898P19

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 the supply of
_____.

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.

	SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD. IFB NO. CPG0898P19	
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PROFORMA-H

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

TO
GM (Projects - C&P),
Projects Department,
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

Date: _____

Sir,

Sub : OIL's IFB No. **CPG0898P19**

We authorise 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.

	SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD. IFB NO. CPG0898P19	
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PROFORMA-I

BIDDER'S GENERAL INFORMATION

To
OIL INDIA LTD.

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Address of Registered Office: _____

City _____ District _____

State _____ PIN/ZIP _____

Country _____

1-4 Operation Address if different from above: _____ :

City _____ District _____

State _____ PIN/ZIP _____

Country _____

1-5 Telephone Number: _____

(Country Code) (Area Code) (Telephone No.)

1-6 E-mail address: _____

1-7 Website: _____

1-8 Fax Number: _____



(Country Code) (Area Code) (Telephone No.)

1-9 ISO Certification, if any {If yes, please furnish details}

1-10 Banker's Name : _____



1-11 Branch : _____

1-12 Branch Code : _____

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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- 1-13 Bank account number : _____
- 1-14 GST Registration number : _____
- 1-15 GST Range : _____
- 1-16 GST Division : _____
- 1-17 PAN/Tax Identification No. : _____
- 1-18 Port of shipment/ Dispatch Point : _____
- 1-19 Offer No. : _____
- 1-20 Whether Supplier / Manufacturer:
Dealer / Trader / Contractor _____
- 1-21 Type of Material Supplies: _____
- 1-22 We (Bidder) are covered under the : _____
definition of section 2 (n) of the
MSMED Act (Indian Bidder only)
- 1-23 Whether Micro or Small Enterprise : _____
(Indian Bidder only)
- 1-24 Whether MSE is owned by SC/ST : _____
Entrepreneur(s) (Indian Bidder only)

STAMP AND SIGNATURE OF BIDDER

	SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.	
IFB NO. CPG0898P19		

PROFORMA-J



SUB PROFORMA J1

**PROFORMA FOR SUBMISSION OF DETAILS OF SPECIFIC EXPERIENCE
AND ANNUAL TURNOVER DETAILS AS CALLED IN “QUALIFICATION
CRITERIA” OF INVITATION FOR BID**

S.No.	Description	Details
-------	-------------	---------

1. Name of the Bidder :
2. Bidder to specify the details of work(s) executed by the Bidder complying the requirement of IFB. Experience details as below

SL. NO.	SUBJECT	DETAILS	
2A.	Name of Work		
2B.	Details of Client/ Consultant	CLIENT	CONSULTANT
2B1	Name		
2B2	Postal Address		
2B3	Phone, Fax, e-mail	Phone _____ Fax _____ e-mail _____	Phone _____ Fax _____ e-mail _____
2C.	Work Details		
2C1	Basis of Execution		
2C2	Contract Value (exclusive of taxes)	Awarded - Executed -	

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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SL. NO.	SUBJECT	DETAILS
2C3	Time Schedule	Date of Award of Work - Time Schedule - Schedule Date of Completion - Actual Date of Completion - Reasons for delay, if any -

3. Submission of Documentary Evidence:

- | | | |
|-----|--------------------------------|--------------------------|
| i) | Copy of Work Order | Submitted/ Not Submitted |
| ii) | Copy of Completion Certificate | Submitted/ Not Submitted |

Bidder must ensure that all details filled at Sr. No.2 above are covered in work order/ completion certificate. In case certain details are not covered, bidder may submit additional authenticated document/ certificate in respect of the same.

4. Annual turnover for the last three financial years :

- i) Year 1 :
- ii) Year 2 :
- iii) Year 3 :

5. Submission of Documentary Proof :

- | | | |
|-----|--|--------|
| (i) | Audited Balance Sheet including Profit Loss Accounts
Statement for the last three years of the Bidder | Yes/No |
|-----|--|--------|



NOTE:

- i) Bidder shall furnish the experience details as above only of those projects which they consider suitable for meeting the Qualification Criteria. OIL reserve the right not to evaluate any other project details. Details of more projects may be furnished in the same format, if desired.
- ii) Bidder to note that non-submission of relevant supporting documents may lead to rejection of their bid. It shall be ensured that all relevant supporting documents are submitted alongwith their bid in the first instance itself. Evaluation may be completed based on the details so furnished without seeking any subsequent additional information.

SIGNATURE OF THE BIDDER : _____

NAME OF THE BIDDER : _____

COMPANY SEAL : _____

	SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.	
IFB NO. CPG0898P19		

SUB PROFORMA J2

ANNUAL TURNOVER STATEMENT

The bidder shall indicate herein his Annual Turnover during preceding 3 years based on the audited balance sheet/profit & loss account statement.



FINANCIAL YEAR	ANNUAL TURNOVER (RS.)
Year 1	
Year 2	
Year 3	

NOTE:

1. Copies of audited balance sheets with Profit & Loss account statement for last 3 years are enclosed along with the bid.
2. A brief note should be appended describing thereby details of turnover as per audited results..
3. In case of tenders having the bid closing date up to 30th September of the relevant financial year and audited financial results of immediate 3 preceding financial year being not available, the bidder has an option to submit the audited financial results of three years immediately prior to relevant financial year. Wherever, the bid closing date is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediate preceding three financial years

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

	SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.	
IFB NO. CPG0898P19		

SUB PROFORMA J3
FORMAT FOR CHARTERED ACCOUNTANT / STATUTORY AUDITOR
CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

We have verified the Annual Accounts and other relevant records of M/s..... (Name of the bidder) and certify the following

A. ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :

Description	Year ____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets- Current liabilities)	
4. Net Worth (Paid up share capital and Free Reserves & Surplus)	



Name of Audit Firm: [Signature of Authorized Signatory]
 Chartered Accountant Name:
 Date: Designation:
 Seal:

Membership no.

Instructions:

- The financial year would be the same as one normally followed by the bidder for its Annual Report.
- The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non responsive.
- For the purpose of this Tender document, (i) Annual Turnover shall be “Sale value/ Operating Income” (ii) Working Capital shall be “Current Assets less Current liabilities” and (iii) Net Worth shall be “Paid up share capital and Free Reserves & Surplus”



This certificate is to be submitted on the letter head of Chartered Accountant.

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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PROFORMA-K



REPLY TO COMMERCIAL QUESTIONNAIRE

Sr. No.	Commercial Query	Bidder's Reply / Confirmation
1	Please confirm that Main Index Document along with Amendment, if any, duly signed and stamped on each page has been submitted along with the Bid.	
2	Confirm that all pages of the Bid have been numbered in sequential manner	
3	Confirm that Bid has been submitted to OIL's E-Procurement website as specified in Instructions to Bidders.	
4	Confirm that you have studied complete Bidding document including technical and commercial part and your Bid is in accordance with the requirements of the Bidding documents.	
5	Confirm that the price part does not include any terms and conditions. In case any terms and conditions are mentioned in the price part, the same shall be treated as null and void.	
6	Confirm your compliance to total scope of work mentioned in the Bidding document.	
7	Confirm your acceptance for "SCOPE OF WORK" mentioned in the Bidding Document. Please note that scope of work mentioned in the Bidding document is not limitative and shall include supply of all materials required for completion of Work irrespective of whether such materials are mentioned in the Bidding document or not.	
8	Confirm your acceptance for time schedule as per Bidding Document.	
9	Confirm that your Bid is substantially responsive to the requirements of the Bidding document, and you have not stipulated any material deviation and submitted all details as specified in the Bidding document.	
10	Confirm that proposed adequate project / site organization with qualified supervisory personnel having sufficient experience shall be engaged.	
11	Confirm that all costs resulting from safe execution of work, such as safety induction, use of protective clothing, safety glasses and helmet etc. have been considered, including any special safety measures required to be taken	

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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Sr. No.	Commercial Query	Bidder's Reply / Confirmation
	or any other safety measures to be undertaken for the execution of Work are included in the quoted price.	
12	Please confirm that all safety rules & regulations as mentioned in Bidding Document shall be adhered by bidder within quoted price.	
13	Safety precautions shall be followed by CONTRACTOR as mandatory:	
14	<p>Confirm the following:</p> <p>“The planning schedule, S-curves submitted by the bidder with his bid, are indicative and shall not be basis for extra compensation in case actual needs are higher.</p> <p>Detailed planning schedule developed by CONTRACTOR after Contract award may be subject to fluctuations depending upon actual progress of the project.</p> <p>Co-ordination and making available by CONTRACTOR of all staff, manpower, construction equipment, tools, etc. and materials as required for a timely completion of all work as per OIL/PMC INSTRUCTION and priority schedule and in accordance with the available Work front are to be included in the pricing</p>	
19	Please furnish the biodata of key personnel including nominated Project Director, Project Manager, Engineering Manager, Engineering Co-ordinator, Purchase Manager, QA/QC Manager, Commissioning Manager, Commissioning Engineer, etc. These will be reviewed and approved by Consultant.	
20	Please confirm that your bid is valid for 120 days from the date of closing of bid.	
21	Please confirm, you shall submit Completion Documents.	
22	Whether the Bidder has quoted after taking into account various incentives and concessions granted to them for supplies to OIL, like facility to import raw material and components on concessional rate of customs duty, Input Tax Credit, etc. ?	

STAMP AND SIGNATURE OF BIDDER

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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PROFORMA-L

INCOME TAX NUMBER –

PAN NUMBER –

PF REGISTRATION NUMBER –



DISTRICT & STATE-

ESI REGISTRATION NUMBER-

We hereby confirm that the above PF Account is under operation presently and shall be used for all PF related activities for the labour engaged by us in the present work (if awarded to us).

(COPIES OF ABOVE TO BE PROVIDED BY THE BIDDER)

STAMP AND SIGNATURE OF BIDDER

	SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD. IFB NO. CPG0898P19	
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PROFORMA-M

CHECKLIST FOR SUBMISSION OF BID

Bidder is requested to fill this check list and ensure that all details/documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped checklist with each copy of the “Techno-Commercial bid”.

Please tick the box and ensure compliance:

- (1.0) Pro-Forma of Acknowledgement Letter & Intention to Bid

Submitted

☐

- (2.0) Pro-Forma of Declaration of blacklisting / holiday listing

Submitted

☐

- (3.0) Power of Attorney in Favour of the person who has signed the bid on stamp paper of
Appropriate value

Submitted

☐

Not Applicable

☐

- (4.0) Submission of documents to establish conformity with Bidder's Qualification Criteria as
per Instruction to bidder (ITB)

Submitted

☐

Not Applicable

☐

- (5.0) Partnership Deed in case of partnership firm and Article of Association (AOA) /
Memorandum of Association (MOA) in case of limited company

Submitted

☐

Not Applicable

☐

- (6.0) Present/ Concurrent Commitments as per ITB

Submitted

☐



- (7.0) Schedule of Deviations to General & Commercial conditions as per ITB

Submitted

☐

- (8.0) Schedule of Deviations to technical specifications as per ITB

☐

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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Submitted

(9.0) Overall schedule for completion of work in the form of Bar Chart

☐

Submitted

(10.0) Commercial Details/ Documents specified in part – I: Commercial

☐

Submitted

Not Applicable

☐

(11.0) Technical Details/ Documents specified in part – II: Technical

☐

Submitted

Not Applicable

☐

(12.0) Blank copy (without price) of schedule of Price indicating “Quoted” duly signed and stamped on each page

Submitted

☐

(13.0) Schedule Bar chart, proposed site organization chart

Submitted

☐

(14.0) PAN Details EPF, ESI, GST registration certificate, income tax clearance certificate, solvency certificate

Submitted

☐

(15.0) Applicable registration certificates for claiming benefit under MSME policy

Submitted

☐

Not Applicable

☐

(16.0) Financial balance sheet, profit and loss account, Assets / Liability sheet as per ITB

Submitted



☐

Not Applicable

☐

(17.0) Complete tender document duly signed and stamped by the Bidder in token of having received and read all the parts of the Bidding documents and having accepted and considered the same in preparing and submitting the Bid and submission of an undertaking that no pages have been altered / changed with respect to the tender documents and all subsequent amendments.

☐

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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Submitted

(18.0) Earnest Money Deposit (EMD) as per ITB section

Submitted

☐

Not Applicable

☐

(19.0) Integrity pact duly signed and stamped

Submitted

☐

(20.0) Quality manual, sample audit report as per QMS section and safety assurance plan

Submitted

☐

(21.0) Information about Tenderer and details of similar work done

Submitted

☐

(22.0) Details of tool, tackles & equipment available with tenderer for use in this work

Submitted

☐

(23.0) Manpower estimation for job, deployment chart with bio-data / Experience / qualification of all supervisory staff

Submitted

☐

(24.0) Certificate of approval for compliance to ISO:9001 standard submitted by contractor

Submitted

☐

(25.0) Performance Guarantee Schedule (Schedule-I)

Submitted

☐



CONFIRM THE FOLLOWING:

(1.0) All pages of the bid have been page numbered in sequential manner.

YES

☐

(2.0) Bidding Document marked “ORIGINAL” along with Original offer, Compliance Letter for Addendum/ Amendment, if any, has been submitted duly signed and stamped on each page.

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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YES

☐

(3.0) Declaration By Bidder Regarding Directors Of The Company

YES

☐



CONFIRM & ENSURE COMPLIANCE:

DESCRIPTION	YES / NO
Cover Envelope containing submission of Physical documents	
a. Original Bid Security b. Printed catalogue and Literature, if any c. Power of Attorney for signing the bid. d. Any other document required to be submitted in original as per tender.	

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____



COMPANY SEAL : _____

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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PROFORMA-N

DECLARATION OF BIDDER REGARDING BLACK LISTING/ HOLIDAY LISTING

BIDDER SHALL PROVIDE SELF DECLARATION

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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PROFORMA-O

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

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

Ref. No _____ Date _____
Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. _____ Dated _____

To,
GM(Projects- C&P)
Projects Department
OIL, Duliajan
Sir,



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

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

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

Yours faithfully,

For (type name of the firm here)
Signature of Authorised Signatory
Name :
Designation :
Phone No.
Place :
Date :
(Affix Seal of the Organization here, if applicable)

	SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.	
IFB NO. CPG0898P19		

PROFORMA-P

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

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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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

Attorney as per power of
Attorney No. _____
Dated _____

WITNESS NO.2

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

	SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.	
IFB NO. CPG0898P19		

PROFORMA-Q



**INFORMATION ABOUT ANY CURRENT LITIGATION / ARBITRATION, IF ANY,
IN WHICH BIDDER IS INVOLVED OR DETAILS REGARDING
HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP**

(On your company's letter head duly signed & stamped)

The litigation history shall include:

Sl. No.	DESCRIPTION	DETAILS
a.	Arbitration cases pending	
b.	Disputed incomplete works	
c.	Pending civil cases against the firm and/or its Proprietor / Partner(s) / Director(s) involving moral turpitude in relation to business dealings	
d.	Pending criminal cases against the firm and / or its Proprietor / Partner(s) / Director(s) involving moral turpitude in relation to business dealings. (v) Punishments awarded under civil cases and/or criminal cases involving moral turpitude in relation to business dealings to the firm and/or its Proprietor/ Partner(s)/ Director(s)	

STAMP AND SIGNATURE OF BIDDER

	<p align="center">SCADA & APPS SYSTEM FOR BAGHJAN – MADHUBAN PIPELINE PROJECT OF M/s OIL INDIA LTD.</p> <p align="center">IFB NO. CPG0898P19</p>	
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PROFORMA-R

**DECLARATION OF BIDDER REGARDING
LIQUIDATION, COURT RECEIVERSHIP OR SIMILAR PROCEEDINGS**

BIDDER SHALL PROVIDE SELF DECLARATION

END OF PART – V, VOLUME-I

&&&&