

**FORWARDING LETTER**

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



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**Sub:** IFB No. CPG8237P19 for Engineering, Fabrication and Supply of Modular Packages Contract (MPC) for OCS, Nadua and GGS, East Khagorijan in Dibrugarh, Assam

Dear Sirs,

1. OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, [here in after referred also as ‘**Company**’] is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.
2. OIL INDIA LIMITED proposes to construct an Oil Collecting Station (OCS) at Nadua and a Group Gathering Station (GGS) at East Khagorijan in upper Assam. The installations are to be constructed on Modular basis with standard sizes of modules as per Design Basis, Scope of Work and Functional specifications.
3. In this connection, OIL invites International Competitive Bids (ICB) from competent and experienced Bidders through OIL’s e-procurement site for Engineering, Procurement, Fabrication and Supply of Modular Power Packages for OCS, Nadua and GGS East Khagorijan in Dibrugarh district, Assam. One complete set of Bid Document covering OIL's IFB for Engineering, Procurement, Fabrication and Supply of Modular Power Packages for OCS, Nadua and GGS East Khagorijan is uploaded in OIL’s e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

 <b>ऑयल इंडिया लिमिटेड</b> <b>Oil India Limited</b>	<b>MODULAR PACKAGE CONTRACT (MPC-1)</b> <b>Engineering, Procurement, Fabrication and Supply of</b> <b>Modular Power Package</b> <b>for OCS, Nadua and GGS, East Khagorijan</b> IFB No. CPG8237P19	
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1.	IFB No./E-Tender No.	:	CPG8237P19
2.	Type of Bidding	:	International Competitive Bidding ( ICB ) under Single Stage 2-Bid System
3.	Tender Fee	:	Indigenous Bidder :INR 60,000.00 Foreign Bidder : US \$ 1000
4.	Period of Tender Sale	:	14/06/2018 to 25/07/2018
5.	Bid Submission/Closing Date & Time	:	01/08/2018 at 11.00 Hours (IST)
6.	Technical Bid Opening Date & Time	:	01/08/2018 at 14.00 Hours (IST)
7.	Priced Bid Opening Date & Time	:	To be intimated to the Technically & Commercially acceptable bidders at a later date.
8.	Bid Submission Mode	:	E-tendering through OIL's e- tender Portal.
9.	Pre-Bid Meeting Date	:	NA
10.	Bid Opening Place	:	<u>Office of CGM-Projects</u> <u>Projects Department,</u> <u>Oil India Limited, Duliajan -786602,</u> <u>Assam, India.</u>
11.	Bid Validity	:	120 days from the Bid Closing date
12.	Delivery Period	:	Eight Months (8) from the Date of Letter of Award (LOA).
13.	Bid Security Value	:	INR 46,66,000.00 (US \$ 71785)
14.	Bid Security Validity	:	150 days from the Bid Closing date
15.	Original Bid Security to be submitted	:	GM(Projects-C&P), PROJECTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
16.	Amount of Performance Security	:	10% of Contract Value
17.	Validity of Performance Security	:	Up to 3 months from date of completion of Contract plus defect liability period
18.	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Un-priced Bid.
19.	Bids to be addressed to	:	GM(Projects-C&P), PROJECTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA

#### **4. 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. 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 Organization's 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 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 Bidders must have a valid User ID to access OIL's e-Procurement site for submission of bid. Vendors having User ID & password can purchase bid documents on-line through OIL's electronic Payment Gateway. New vendor shall obtain User ID & password through online vendor registration system in e-portal and can purchase bid documents subsequently in the similar manner.
- 5.4 Parties, who do not have a User ID, can click on Guest login button in the E-portal to view and download the available open tenders. The detailed guidelines are available in OIL's e-procurement site (Help Documentation). For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in), Ph.: 0374-2807178/4903.
- 5.5 EXEMPTION OF TENDER FEE
  - 5.5.1 If the bidder is a Micro or Small Enterprise [MSE] under the Micro, Small and Medium Enterprises Development Act, 2006 and is registered with District Industries 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 or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they are exempted from payment of tender fees for the items/services for which they are registered. Copy of valid Registration Certificate, must be enclosed along with the application for issuing tender documents and the Registration Certificate should clearly indicate the items/services for which the

bidders are registered [or they intend to quote against OIL tenders] with any of the aforesaid agencies.

5.5.2 The Central Govt. Departments and Central Public Sector Undertakings will also be exempted from the payment of tender fee.

## **6. CONSULTANT**

OIL has appointed M/s. Kavin Engineering And Services Pvt. Ltd., Coimbatore as their 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 e-mail: [satish.madhavan@kavinengg.com](mailto:satish.madhavan@kavinengg.com)

## **7. PRE BID QUERIES/CLARIFICATIONS ON THE TENDER**

The prospective bidders shall submit their pre-bid queries/clarifications against the tender through **e-mail** addressed to [satish.madhavan@kavinengg.com](mailto:satish.madhavan@kavinengg.com) with a copy to Oil India Limited, Duliajan, Assam-786602 ([shantanukr\\_gogoi@oilindia.in](mailto:shantanukr_gogoi@oilindia.in)) on or before 02.07.2018 (15.30 Hrs. IST)

## **8. IMPORTANT NOTES**

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

- i) **BIDDERS ON HOLIDAY LIST:** The bidders who are on Holiday list of OIL on 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 of Work.
- ii) **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 list as per the Banning Policy (available in OIL's website) of Company.
- iii) **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.
- iv) **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.

- v) **ERRING/DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6<sup>th</sup> January, 2017 available in OIL's website: [www.oil-india.com](http://www.oil-india.com).
- vi) Bid should be submitted online in OIL's e-Procurement site up to 11.00 Hrs. (IST) (Server Time) on the date as mentioned and will be opened on the same day at 14.00 Hrs. (IST) (Server Time) at the Office of the CGM-Projects, 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. The digital signature used for signing the bid shall be of "Class -3" with Organizations name, failing which 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 Terms of Reference & 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.**

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

The above documents including the Original bid security must be received at GM(C&P)-Projects Office, Projects Department, Oil India Limited, Duliajan,

Assam-786602, India on or before 13.00 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.

RFx Response Number: 60037504    RFx Number: TESTARUP    Status: In Process    Submission Deadline: 15-04-2017 11:00:00 INDIA    Opening Date: 15-04-2019 00:00:00 INDIA  
 RFx Response Version Number: Active Version    RFx Version Number: 1

Go to this Tab **"Notes and Attachments"** for Uploading "Priced Bid" files.

Go to this Tab **"Technical Attachment"** for Uploading "Technical Bid".

**Notes**

Clear

Category

[Conditions of Participation](#)

[Bid Invitation/Auction Text](#)

[Bidder's Remarks](#)

[Purchaser's Remarks](#)

**Attachments**

**cFolder Attachments**

Add Attachment    Delete    Verify Signature

cFolder Name	Category	Description	File Name	Version	Processor	Ch
The table does not contain any data						

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

**Note:**

- \* The "Technical Bid" shall contain all techno-commercial details **except the prices.**
- \*\* The "Priced bid" must contain the price schedule only. 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.

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

Thanking you,

Yours faithfully,

**OIL INDIA LIMITED**

**Sd/-**  
**For CHIEF GENERAL MANAGER(PROJECTS)**  
**For RESIDENT CHIEF EXECUTIVE**

**MODULAR PACKAGE CONTRACT (MPC-1)**  
**Engineering, Procurement, Fabrication and Supply of**  
**Modular Power Package**  
**for OCS, Nadua and GGS, East Khagorijan**  
 IFB No. CPG8237P19

**MPC TENDER PACKAGE 1**  
**IFB No.:CPG8237P19**

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## **VOLUME I: COMMERCIAL**

### **PART I**

#### **INSTRUCTIONS TO BIDDERS (ITB) AND GENERAL TERMS & CONDITIONS APPLICABLE TO BOTH INDIAN & FOREIGN BIDDERS**

M/s. Kavin Engineering and Services Private Limited (Kavin) 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. 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.
- 1.2 The successful bidder shall be expected to fulfill 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. 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. can not 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 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.
- 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.

### **3. MULTIPLE/ALTERNATIVE BIDS :**

**3.1.** 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:

3.1.1. 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.

3.1.2. 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 KAVIN has proposed a list of sub-contractors/sub-vendors in the bidding document itself which shall be common for all the bidders, the provision at (b) above shall not be applicable as long as only the sub-contractors/ sub-vendors are common in case of various bidders.

**3.2.** Alternative priced bids are not acceptable. A bidder who submits alternative bids will cause all alternative bids to be disqualified.

### **4. 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. 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 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. 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.
- b) Official of Embassy/High Commission/Consulate General of the country where language has been translated, in India.

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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. INTENTION TO BID**

Within 5 days of downloading bidding document, bidder shall confirm his intention to bid by mail

## **8. BIDFORM**

The bidder shall complete the Bid Form as per Proforma B.

## **9. BID PRICES**

**9.1.** Prices must be quoted by the Bidders online as per the price bid format available in OIL's e-tender portal under "Notes & Attachment" Tab. Prices must be quoted by the bidders as per the Pricing schedule SOR/P.

**9.2.** Prices shall be furnished strictly in the appropriate Price Schedule format(s) enclosed with the Bidding Document. 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 until completion of the contract and will not be subject to any variation, except as otherwise specifically provided in the Bidding Documents. 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 be deemed to be inclusive of cost incurred for such activity.

**9.5.** Indian Bidders shall indicate the following in their offer:

9.5.1. Ex Works price of packages including packing, forwarding and insurance; such price to include engineering, fabrication / manufacturing of package, all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods, inspection testing etc

9.5.2. 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)

9.5.3. Item wise/Lumpsum Transportation Charges (as per Price Schedule) up to respective project site exclusive of GST (Goods & Service Tax)

9.5.4. Bidder shall indicate the following separately:

9.5.4.1. Built in CIF value of import for raw material and components incorporated or to be incorporated in the goods and included in quoted

**MODULAR PACKAGE CONTRACT (MPC-1)**  
**Engineering, Procurement, Fabrication and Supply of**  
**Modular Power Package**  
**for OCS, Nadua and GGS, East Khagorijan**  
IFB No. CPG8237P19

price. The bidder shall provide description of such material, quantity, rate, value etc.

9.5.5. Foreign Bidders shall indicate the following in their offer:

9.5.5.1. Bidders shall submit their prices on FOB – international Seaport of Exit basis (INCOTERM 2010). FOB Prices quoted shall be inclusive of all applicable taxes, third party inspection charges, packing/forwarding and insurance etc. (such prices to include engineering, fabrication /manufacturing of package, all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods, inspection testing etc.) applicable up to FOB – International Port of Exit.

9.5.5.2. Bidder shall also quote for Ocean Freight charges (including stowage charges in case of pipes) upto the port of entry, India, in the price schedule. The request for separate FOB Price and Ocean Freight is merely to facilitate the comparison of bids.

9.5.5.3. All shipments of material and containerised cargo shall be made by suitable vessels certified for sea worthiness and complying with National/ International safety regulations and age (vintage) of the vessel being less than 25 years.

9.5.5.4. Quoted Ocean freight charges for cargo delivery shall be on FLT (Full Liner Terms), i.e., all charges at destination port shall be borne by the bidder till the cargo is unloaded on to the wharf /vehicle as the case may be.

9.5.5.5. Seller shall inform the shipping details (Vessel details, ETA etc.) immediately on receipt of Bill of Lading. Detention & Demurrages, if any, due to early arrival of vessel, shall be to bidder's account.

9.5.5.6. No Trans-shipment is permitted. However, under exceptional circumstances, transshipment may be allowed with prior consent of OIL/Consultant.

9.5.6. Site work Prices, if applicable as per Bid Documents for the scope of work mentioned in Bidding Documents inclusive of all taxes & duties but exclusive of GST (Goods & Service Tax). All necessary registration, if required for carrying out the site activities shall be done by the bidder and cost towards the same shall be included in quoted site work prices.

9.5.7. In case any payment receipt of the foreign bidder against the order is subject to tax deduction at source in India, the Bidder shall quote their prices gross of Indian income tax. i.e., inclusive of Indian Income Tax at the applicable prevailing rate as per Indian Income Tax rules. Owner/Purchaser shall deduct at source the tax as applicable while making payments against each invoice for the services in India. Certificate for Tax Deducted at Source (TDS) shall be provided to the Seller. Foreign Supplier shall furnish the Tax Residency Certificate (TRC) & Form P as per Bidding Forms. Failing to provide the same, the payment to be made to Supplier/Contractor/Consultant shall be subject to additional tax deduction at source as per the provisions of the Indian Income Tax Act/Rules.

9.5.7.1. Documentation to be furnished for availing the exemption/waiver of Customs Duty shall bespecifically listed in the Letter of Credit also as the pre-requisite for release of payment against shipping documents and this documentation shall necessarily form a part of shipping documents.

9.5.8. In case a Foreign Bidder's offer is based on certain component sourced within India, additional terms & condition specified elsewhere in the bid document shall be applicable in respect to suchcomponents.

## **10. 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-E or an irrevocable Letter of Credit (L/C) from any of the following Banks –

- a) Any schedule Indian Bank or Any Branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign Bank in case of domestic bidder, or
- b) In case of foreign bidder, the Bank Guarantee can be accepted from any scheduled Bank in India or from International Bank who has its branch in India registered with Reserve Bank of India, or
- c) Any foreign Bank which is not a Scheduled Bank in India provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

**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, And 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.

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



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- 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 39 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.
  - 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 2(two) years.
- 10.9.** The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC must be uploaded by bidder along with the Technical bid in the "Technical Attachment" tab of OIL's e-portal. The original Bid Security shall be submitted by bidder to the office of 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.
- 10.10.** A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.

**11. EXEMPTION FROM SUBMISSION OF BID SECURITY**

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



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

## **12. 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.

12.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided under Para 11.0 above shall also be suitably extended.

A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

## **13. 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 (RCAl), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. 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-H) shall be indicated by written Power of Attorney accompanying the Bid.

13.3 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.

13.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

#### **14. 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 AttachmentTab"** Page only. Prices to be quoted as per **Proforma-B** 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. 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 (in bidder's letter head)
- b) Power of Attorney in favour of Authorized signatory of the bid, as per Form G
- c) Bid Security as per Form D
- d) Documentation against Bidder's Qualification Criteria
- e) Integrity Pact as in Annexure B
- f) General Information of the bidder as per Form - I
- g) Techno-commercial compliance to the TOR terms & Conditions (Form-B).
- h) Bank Certified Mandate Form as per Form-J, duly signed and stamped with the Banker's certification along with cancelled cheque.
- i) Self-Declaration as per Form - S
- j) Undertaking for applicability of Purchase Preference Policy
- k) Undertaking by the bidder for PP-LC, if applicable as per SCC required
- l) Statutory Auditor's Certificate for PP-LC, if applicable as per SCC.
- m) Calculation of Local Content(LC), if applicable as per FORM - A1.
- n) Exact Unpriced copy of Price 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 where price to be quoted.
- o) Cover sheet of Addendum/Amendment (if any).
- p) Documentary evidence in case bidder is MSE bidder.
- q) Technical Compliance/data sheets/documents, required as per Material Requisition. Terms of Reference (TOR)
- r) Terms & Conditions for Indian Sourced Components/Services Offered by Foreign Bidder, if applicable and sourced by bidder.

- s) Compliance to requirement of PAN No., Tax Residency Certificate and Form P 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);
- t) Any other document required as per, Technical Specifications; and

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. Part-II (Priced Bid) shall be uploaded in Notes and Attachments” tab of e-tender portal as mentioned in above
2. Deviation to terms & conditions, presumptions etc. shall not be stipulated in Priced part of bid. In case of any conditions stipulated in price 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 OIL Office at Duliajan. 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).
- ii) Power of Attorney (POA) in favour of the bid signatory for signing the bid digitally (if applicable).
- iii) Any other document required to be submitted in original as per bid document requirement.

**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.

**16. INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE :**

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Foreign bidders shall clearly indicate in their bids whether they have an Agent/Representative/Retainer/Associate in India. In the event the overseas bidder is having an Agent/Representative/Retainer/Associate in India, the bidder should furnish the name and address of their Agent/Representative/Retainer/Associate in India and clearly indicate nature and extent of services to be provided by such an Agent/ Representative/Retainer/Associate in India and also stating in their bids whether the Agent/Representative/Retainer/Associate is authorized to receive any commission. The rate of the commission included in the quoted rates of bidder should be indicated which would be payable to Agent/ Representative/ Retainer/ Associate in non-convertible Indian currency according to Import Trade Regulation of India. Unless otherwise specified, it will be assumed that agency commission is not involved in the particular bid.

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

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

## **17. 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. LATE BIDS:**

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

## **19. MODIFICATION AND WITHDRAWAL OF BIDS**

- 19.1.** The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time.
- 19.2.** No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 19.3.** No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL.

**20. 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. COMPLIANCE WITH TENDER**

- 21.1.** Enquiry 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.** Bidder shall furnish quotations only for those items / parts:
- For which bidder is enlisted with OIL (Limited enquiries); or
  - For which Bidder can supply strictly as per Technical specifications including fulfilment of Bidder Qualification Criteria (BQC) wherever applicable (Press enquiries).

**22. 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 KAVIN not later than 3 (three) days before scheduled date of pre-bid meeting and OWNER/KAVIN reserves the right not to entertain any pre-bid query after cut-off date. Pre-bid meeting shall be attended by competent representative(s) of the bidder. 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 issue of an Addendum/Amendment.



## **23. PRE-BID MEETING :**

- 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 enquiries 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. This addendum/amendment 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 endeavor to submit technically compliant bid.

## **24. OFFER WITHOUT ANY DEVIATION :**

- 24.1.** Owner/KAVIN 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. Supervision, Hazop, Training etc. which needs to be quoted on per diem basis, the same shall also be considered inclusive for the number of days specified in the enquiry document. However, per diem rates of supervision rates included in the quoted prices shall be obtained from the bidder before award of work which shall be used for making payment based on actual number of days of working at site.
- 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.

**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. 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 and the case might be referred to arbitrator as in **clause No 55.0 of Part I, Volume I** for appropriate action as per procedure.

**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. 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. 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.



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**27.4.** Mere acceptance of above mentioned points will not make bidder automatically qualify for this tender. Bidder to refer **Part II, Volume – I** for detailed Bid Evaluation Criteria.

**28. 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) 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. EVALUATION AND COMPARISON OF BIDS**

**29.1.** The Company will evaluate and compare the bids as per BID EVALUATION CRITERIA (BEC), PART-2 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.

**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.

**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. COMPARISON OF OFFERS**

**30.1.** The lowest evaluated bid shall be considered for award of order on the basis of landed cost at site for the respective grouped items as per Material Requisition including Supply, Site work, Training. The evaluated price shall be calculated based on the prices quoted by the bidder after considering the following:

**a) Indian Bidder:**

- i. FOT dispatch point price quoted by the bidder including packing and forwarding.
- ii. All inspection and Testing charges, if quoted extra.
- iii. Cost of Mandatory spares, Special Tools & Tackles, Commissioning spares, etc., if quoted extra.
- iv. GST (Goods & Service Tax) will be cost loaded as quoted and in line with provisions of bidding document.
- v. Road Freight charges.
- vi. Site Work/Supervision/Training charges wherever applicable as per Bid Documents.
- vii. Technical loading, if any, as defined in the Bidding document.

**b) Foreign Bidder:**

- i. FOB international seaport of exit price.
- ii. Third Party Inspection and Testing charges, if quoted extra.
- iii. Cost of Mandatory spares, Special Tools & Tackles, Commissioning spares, etc. If quoted extra.
- iv. Ocean freight as quoted by the bidder.
- v. Transportation Charges up to project site including all charges at Indian port of entry including port and custom clearance charges, customs duty (if applicable), handling, forwarding charges etc., and inland (within India) transportation charges by road from Indian port of entry up to project site as quoted in price schedule format.
- vi. IGST (Integrated Goods & Service Tax) will be cost loaded as quoted and in line with provisions of bidding document.

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vii. Site Work/Supervision/Training charges wherever applicable as per Bid Documents.

viii. Technical loading, if any, as defined in the Bidding document.

**30.2.** Wherever offer of Foreign Bidders includes supplies sourced within India (quoted separately), evaluation shall be done in line with **41.1 (a) for** such part of supplies. Total Evaluated Price shall be summation of the evaluated prices for Foreign Sourced and Indian Sourced Components alongwith the quoted taxes & duties.

**30.3.** Cost (including taxes & duties) of Mandatory/Insurance spares if identified in the Material Requisition, commissioning spares and special tools and tackles will be included for price evaluation of bids, but costs of Specific Spares for two years normal operation shall be excluded.

**30.4.** Cost of loading towards Technical Parameters (Utilities etc.) wherever applicable shall be considered for evaluation.

**30.5.** Wherever supervision, site works, AMC, training etc. are required as per Bid Documents/RFQ; the same shall be considered for evaluation for no. of man days specified elsewhere in RFQ document alongwith the respective GST (Goods & Service Tax) at applicable rates.

**30.6.** Item shall be awarded on individual/group wise/bottom line basis as per Bid Documents/RFQ to the Bidder(s) whose evaluated price for the individual item/group items/ bottom line is the lowest.

**30.7.** Transit Insurance for Indian bidders and Marine Insurance for Foreign bidders shall not be added for evaluation.

**30.8. Other Conditions Related to Bid Evaluation:**

- i. Input Tax Credit on GST (Goods & Service Tax) is 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 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.
- v. Purchase Preference to MSE bidders: Refer Clause No.8 of BEC of the Part 2 of this bidding document.
- vi. Shifting: OWNER also reserves the right to consolidate the quantities of PO where it is commercially prudent to place single order. In the case of shifting of order as above, the following shall govern:

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a) In order to avoid splitting of order on number of bidders, particularly when order value is small, shifting shall be resorted to so that time and effort on ordering, expediting, inspection etc. is saved in dealing with extra suppliers.

For the purpose of shifting, cost of order management per order is considered as Rs. 1,00,000/-.

b) Based on the lowest evaluated item wise prices the shifting shall be carried out provided the following conditions are met:

Shifting shall be done only if shifting cost of each order is upto Rs. 1,00,000/-

Shifting shall not be resorted to if the value of the order is more than 25% of the total order value of the recommendation. However, this ceiling will not be applicable where total order value of recommendation is upto Rs. 4.0 Lakh.

In case the order value on L1 bidder is more than Rs 2,00,000/- then shifting shall not be resorted.

With above shifting the selected bidder for award will be deemed to be the L1 bidder.

c) In case **MSE bidder** is the L1 bidder, shifting shall not be resorted to.

vii. 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:

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

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:

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 20%.

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. 20% for claiming purchase preference linked with Local Contents under the Govt. Policy against under tender no. \_\_\_\_\_."*

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.

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*“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. 20% 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 – H 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–H 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/equipments 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.

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.

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.

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.

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.

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



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-LCbidder 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).

**5 The tendered quantity is not splittable/non-dividable cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.**

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.

7 Determination of LC :

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.

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.

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.

8 Calculation of LC and Reporting

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.

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

9 Certification and Verification

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

9.1.1. At bidding stage:

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a) Price Break-up:

- (i) The bidder shall provide break-up of “LocalComponent” and “Imported Component” along with the price bid as per provisions under clause 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 a part of the contract.
- (ii) Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers.

c) Statutory Auditor’s Certificate:

- (i) The Undertaking submitted by the bidder shall be supported by a certificate from Statutory Auditor as per clause 2.2.

9.1.2. After Contract Award:

- a) In the case of procurement cases with the value less than Rs. 5 crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the 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.

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.

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.

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.

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

10 Sanctions:

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.

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



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

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.

10.5. In pursuance of the clause No 39 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 FORM – I of Bidding forms) equivalent to the amount of PBG.

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).

### **31. ADVANCE PAYMENT :**

- Request for advance payment shall not be normally considered. However, depending on merit and at the sole discretion of OIL, advance payment may be agreed at an interest rate of 1% above the prevailing Bank rate (CC rate) of State Bank of India compounding on quarterly basis from the date of payment of the advance till recovery /refund.
- Advance payment if agreed to by the Company shall be paid only against submission of an acceptable Bank Guarantee whose value should be equivalent to the amount of advance plus the amount of interest estimated by OIL on the basis of contractual delivery period without further reference.
- Bank Guarantee shall be valid for 3 months beyond the delivery period incorporated in the order and same shall be invoked in the event of Seller's failure to execute the order within the stipulated delivery period.
- In the event of any extension to the delivery date, seller shall enhance the value of the bank guarantee to cover the interest for the extended period and also shall extend the validity of bank guarantee accordingly.

### **32. OPENING OF PRICED BIDS:**

**32.1.** 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.

**32.2.** 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.

**32.3.** 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.

**33. CONVERSION TO SINGLE CURRENCY:**

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

**34. CURRENCY EXCHANGERATE RISK:**

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

**35. REPATRIATION OF RUPEE COST:**

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

**36. NOTIFICATION OF AWARD OF CONTRACT/ORDER :**

- 36.1 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.
- 36.2 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.
- 36.3 The Delivery Schedule shall commence from the date of issue of notification of award/Letter of Acceptance (LOA).
- 36.4 Award of Contract/Order will be by way of issuing a Letter of Acceptance (LOA). LOA will contain price, delivery and other salient terms of bid and bid document. Bidder will be required to confirm receipt of the same by returning "Copy of the LOA" duly signed and stamped by the bidder as a token of acknowledgement to the Company/Owner and the Consultant. Subsequently, detailed Purchase Order/Contract will be issued. Alternatively, direct detailed Purchase Order may be issued without issuing LOA.
- 36.5 Upon the successful bidder's furnishing of Performance Security pursuant to Clause 39.0 below, the Company/Owner will promptly notify each un-successful bidder and will discharge their Bid Security as per relevant Clause herein in ITB.

**37. CONTACTING THE COMPANY AFTER BID OPENING :**

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**37.1.** 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.

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

**38. 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.

**39. PERFORMANCE SECURITY:**

**39.1.** 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-F 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

**39.2.** 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.

**39.3.** The domestic bidders will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker. The foreign bidder will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

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**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.

**39.4.** 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.

**39.5.** The Performance Security specified above must be valid for 3(three) months beyond the contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

**39.6.** 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.

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

**39.8.** Failure of the successful Bidder to comply with the requirements of clause 10 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 2(two) years from the date of default.

**40. INTEGRITY PACT:**

**40.1.** 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.

**40.2.** 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](mailto:satyanandamishra@hotmail.com)  
**SHRI RAJIV MATHUR, IPS (Retd.)** Former Director, IB, Govt. of India,  
 E-mail ID : [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com) and  
**SHRI JAGMOHAN GARG**, Ex-Vigilance Commissioner, CVC ,  
 E-mail ID : [jagmohangarg@gmail.com](mailto:jagmohangarg@gmail.com)

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

#### **41. PACKING :**

Packing of goods must be sufficiently robust to withstand multiple handling during transit for delivery to their final destination so that contents do not get damaged. Protection of the plant and equipment against corrosion or deterioration must be given special attention. In case of foreign Bidders, the packing should be seaworthy.

- 41.1** Machined steel and iron parts are to be heavily greased/varnished as prevention against rust.
- 41.2** In the case of internal combustion engines, compressors and similar equipment, internal parts are to be sprayed with an inhibitor or water splitting preservative and all openings covered with tape to prevent ingress of water.
- 41.3** Boxes/Packing cases containing electrical/electronic equipment are to be waterproof lined.
- 41.4** All items must have their respective identification marks painted /embossed on them.
- 41.5** Crates or boxes should have a list of items contained therein secured to the exterior by means of an enveloping piece of tin sheet nailed to the wood. A duplicate list should also be included inside the crate with the contents.
- 41.6** The Seller shall be responsible for damage of goods either in full or in part and for corrosion and/or deterioration of the plant and equipment during transit due to inadequate/insufficient packing or due to non-compliance with the above Para Nos. 1 to 4 depending upon the nature of items and as such shall be obligated to repair or replace the damaged goods or plant or equipment in full or in parts thereof, at free of cost to OIL.

#### **42. INSPECTION AND TEST :**

- 42.1.** The Consultant shall provide all requisite inspection services for all indigenous equipment/bulk material procured for the project and no additional charges shall be payable to seller on account of the same. In the case Indian bidder sourcing materials from abroad, the inspection shall be arranged through Third Party Inspection agency (i.e. LR/BV/DNV/TUV/CEIL) in the country of origin & charges of the same shall be included in quoted prices.
- 42.2.** Foreign vendors shall include inspection charges of Third Party Inspection agency (i.e., LR/BV/DNV/TUV/CEIL) in the country of origin. In the case of foreign party sourcing items from India the inspection shall be by the Consultant (KAVIN), no additional charges shall be payable to seller on account of the same.
- 42.3.** The Inspection Agencies mentioned at any other place in bid document shall stand modified with agencies indicated above.



**42.4. Also,**

- i) QAP will be approved by Inspection agency incorporating requirements of Inspection and Test Plan, Technical specifications provided with Purchase Order/Contract document.
- ii) The Inspection release note issued by the Third Party Inspection agency shall clearly stipulate that materials/equipment have been inspected as per Code-1 approved drawings and approved QAP.
- iii) Certification of final documents, wherever applicable, for release of final payment, shall be carried out by Inspection Authority issuing the final inspection certificate.

**43. WARRANTY / GUARANTEE and DEFECT LIABILITY:**

Contractor also guarantees the design, workmanship and the freedom from defects of the Goods and/or Services for a period of one (1) Gregorian year from the installation, commissioning and PGTR or eighteen (18) Gregorian months from the date of receipt of the Goods and/or Services by Company, whichever occurs later.

Notwithstanding anything else to the contrary, If, within these specified periods, Contractor receives notice from COMPANY of any alleged defect in or non conformance of any product or repair and if in the Contractor's sole judgment the product or repair does not conform or is found to be defective in material or workmanship then COMPANY shall at Contractor's request, return the part or product F.O.B. for Foreign Contractor and F.O.R Duliajan (Despatching Station) for Indian Contractor to Contractor's designated plant or service location. Any repair work performed by Contractor is warranted for one year from completion of such repairs and applies only to work performed.

If the Contractor feels that any variation in work or in quality of materials or proportions would be beneficial or necessary to fulfil the guarantees called for, he shall bring this to the notice of the Consultant/OIL in writing.

Defective goods / materials or parts notified by OIL to the Seller shall be replaced immediately by the Seller on F.O.R destination basis for Indian Contractor and C.I.F Kolkata for Foreign Contractor including payment of all taxes and duties at Seller's expense. Also, an additional Contractual Performance Guarantee shall be furnished separately for the extended period of liability for that portion of work/equipment only.

Contractor, at Contractor's option and expense, shall repair or replace the defective part or product, or repay to COMPANY the full price paid by COMPANY for such defective part, repair or product. Any repayment of the purchase price shall be without interest. Contractor's warranty liability, including for defects caused by Contractor's negligence, shall be limited to such repair, replacement or refund, and shall not include claims for labor costs, heavy lifting, rig stand-by time, expenses of COMPANY resulting from defects, recovery under general tort law or strict liability or for damages resulting from delays, loss of use, or other direct, indirect, incidental or consequential damages of any kind.

However, Guarantee for the Basic Engineering & FEED of PLANTS in respect of suitable, appropriate & fault-free design, and system adaptability, process philosophy, etc. without defects/faults that affect operation of the plant will be provided by the Consultant (Kavin).

Any Liability arising due to failure to obtain required mandatory statutory approval for the Plant and the installed instrument/facility as stipulated vide provisions of Oil Mines Regulations, DGMS, Indian Explosives Act, Indian Electricity Rules, Petroleum Rules, Indian Boiler Regulations etc. in force or byelaws / directives promulgated by Govt. Circulars/ Regulatory Boards/Panels, Enforcement Directorates etc will be borne by the Consultant.

Any liability due to wrong/improper framing of commissioning & testing procedures and Safe Operating Procedures (SOPs) for all field equipments, system, etc. will be borne by Consultant.

Contractor will not be responsible for failures of products which have been in any way tampered with or altered by anyone other than Contractor's authorized representative, failures due to lack of compliance with recommended maintenance procedures or products which have been repaired or altered in such a way (in Contractor's judgment) as to affect the products adversely.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE WHICH EXCEED THE FOREGOING WARRANTY.

**44. APPLICABLE LAW :**

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

**45. INSURANCE :**

The Seller shall arrange Comprehensive Marine Cum Transit (MCT) insurance policy for the goods being dispatched to Project site. However, storage of goods at site and erection of all the material and equipment's to be incorporated in permanent works shall be covered under above MCT insurance policy by Owner. The insurance required under prevailing Indian laws for bidder's personnel, equipment as well as Third Party Insurance shall be arranged by the Seller.

**46. TERMS OF PAYMENT :**

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

**46.2.** Advance payment as specified in the payment terms shall be payable.

**47. SHIPMENT DOCUMENTATION :**

**47.1.** Following despatch documents are required to be submitted by the Supplier immediately after shipment is made.

47.1.1. Invoice

47.1.2. Inspection Release Note by Third Party Inspection Agency (TPIA) / Purchaser / Consultant.

47.1.3. Clean Bill of Lading/Clean Airway Bill

47.1.4. Packing List identify contents of each package

47.1.5. Test Certificates (NDT reports, MTC, etc. as per Bid Documents)

47.1.6. Certificate of Measurement and Weight



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- 47.1.7. List of documents as specified in Vendor Data Requirement in Material Requisition/Purchase Requisition & counter stamped by TPIA /KAVIN
- 47.1.8. Estimated Time of Arrival (ETA) of Vessel at port of entry
- 47.1.9. Documents pertaining to ocean freight
- 47.1.10. Country of origin certificate issued by relevant Chambers of Commerce
- 47.1.11. Documents in support of Customs duty exemption or waiver or reduced rate, as applicable under CEPA, FTA, Multi-lateral, Bi-lateral trade agreement between India and bidder's country, if exemption is claimed in the bid.

#### **48. TAXES & DUTIES:**

##### **48.1. GOODS AND SERVICES TAX:**

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.

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

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

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

- 48.5.** 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.

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- 48.6.** The input tax credit of GST quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 48.7.** 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.
- 48.8.** The bids will be evaluated based on total price including applicable GST.
- 48.9.** 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.
- 48.10.** Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, OIL shall not be liable to make any payment on account of GST against such invoice.
- 48.11.** GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/vendor, OIL shall withhold the payment of GST.
- 48.12.** GST payable under reverse charge for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.
- 48.13.** Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or/and is liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/setoff/recover such amounts against any amounts paid or payable by OIL to Contractor/Supplier.
- 48.14.** Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor/Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor/Vendor, OIL shall be entitled to recover such amount from the Contractor/Vendor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 48.15.** TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.

- 48.16.** 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.
- 48.17.** GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 48.18.** In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision. Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL. Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.
- 48.19.** Claim for payment of GST/Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears. The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 48.20.** 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.
- 48.21.** 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.
- 48.22.** OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 48.23.** Documentation requirement for GST :
- The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.
- Any invoice issued shall contain the following particulars -
- a) Name, address and GSTIN of the supplier;
  - b) Serial number of the invoice;
  - c) Date of issue;
  - d) Name, address and GSTIN or UIN, if registered of the recipient;
  - e) Name and address of the recipient and the address of the delivery, along with the State and its code,

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

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

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

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of advance taken along with particulars as mentioned in Clause nos. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

**48.24. Anti-profiteering clause -**

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

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

**49. INCOME TAX:**

Income Tax as applicable shall included in the price and will be deducted at source as TDS by OIL. Owner shall issue a Tax deduction or withholding certificate to the MPC Contractor evidencing the Tax deducted or withheld and deposited by Owner on payments made to the MPC Contractor to enable him to claim the credit of the Tax deducted or withheld by Owner.

**50. STATUTORY VARIATIONS :**

**50.1.** No variation on account of taxes and duties, statutory or otherwise, shall be payable by OIL/Consultant to contractor/vendor except for GST. Any statutory variation for GST shall be payable up to contractual date of completion against

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documentary evidence. In case, input tax credit of GST is available to OIL/Consultant beyond Contractual completion date, the same may be reimbursed by OIL/Consultant. Any reduction in taxes and duties included in the price shall be passed on to OIL/Consultant.

**50.2.** For the purpose of applicability of statutory variations on GST (Goods & Service Tax) as above (including imposition of any new taxes/duties/levies, etc.) under above terms, each staggered delivery of lots (due in a specific month as per delivery schedule for bulk items) shall be considered as delivery date for the respective lot(s).

**50.3.** Statutory Variation in GST (Goods & Service Tax), within the contractual completion period shall be on Owner's account against submission of documentary evidence. However, in case of delay in completion beyond the contractual date, for reasons attributable to Seller, any increase in GST (Goods & Service Tax) shall be borne by Seller, whereas any decrease shall be passed on to OIL.

**50.4.** If the statutory variation entitles the employer to recover the amount (irrespective of contractual delivery) such amount will be recovered from any bill of the Supplier immediately on enforcement of such variation under intimation to the Supplier.

**50.5. NEW TAXES & DUTIES**

All new Indian taxes/duties/cess/levies notified after the date of unpriced bid opening/submission of any subsequent price implication/revised prices, but within Time for Completion/extended Time for Completion (due to reason attributable to OIL), shall be to Owner's account. These shall be reimbursed against documentary evidence. However, wherever any new taxes & duties are imposed and previous taxes & duties are abolished/discontinued, the same shall be considered on case to case basis. Further, in case of delay attributable to supplier, any new or additional taxes and duties imposed after Time for Completion, as above, shall be to supplier's account.

Note: wherever any price implication/revised prices is obtained from bidders after un-priced bid opening, bidder to consider any new taxes/duties/cess/levies notified after un-priced bid opening in this price implication/revised prices.

**50.6. GENERAL:**

- a) Any error of interpretation of applicability of taxes/duties by the contractor shall be to bidder's account.
- b) The classification of goods as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the Owner on account of any error on the part of the SUPPLIER.
- c) Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of Owner towards Payment of Taxes & Duties shall be limited to applicable GST except for the statutory variation in taxes & duties & Clause 50.3 above.



## **51. 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 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.

## **52. CARTEL FORMATION**

In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation/placement of order. EMD/Bid Security submitted by such bidder shall be forfeited and such bidder will also be put on Holiday/Negative list of OWNER barring them from bidding in future.

## **53. ORDER OF PRECEDENCE**

The documents forming the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the Term & Conditions defined in the various documents, the order of Precedence shall be as follows:

- Bidding Document and its enclosures along with bidding document Amendment to Bidding Document, if any
- Bidding Document/IFB along with Bid Data Sheet
- Job Specifications
- Drawings
- Technical specifications
- Instructions to Bidders (ITB)

A variation or amendment issued after the execution of the formal contract shall take precedence over respective clauses of the formal contract and its Annexure.

## **54. FORCE MAJEURE:**

- 54.1.** 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

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Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade, 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.

- 54.2.** Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within seventy two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 54.3.** 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.

## **55. SETTLEMENT OF DISPUTES AND ARBITRATION:**

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
UptoRs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3rd 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.

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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.
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.

The venue of all arbitrations will be at Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

## **56. NOTICES:**

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

Company

CGM (Projects)  
Projects Department  
OIL INDIA LIMITED  
PO DULIAJAN - 786602  
ASSAM, INDIA  
Email: prodproj@oilindia.

c) Contractor

\_\_\_\_\_  
E-mail id:

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

**57. ROYALTY AND PATENTS:**

Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods which have not been imposed on the attending party by the terms of the contract or the specifications or drawings forming part thereof.

**58. 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.

**59. CONSEQUENTIAL DAMAGE:**

Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

**60. LIQUIDATED DAMAGE**

**CONTRACTUAL DELIVERY PERIOD**

60.1 The duration for supplying all the contractual package materials/items as per TOR and specification shall be 8 months from the date of issue of Letter of Award (LOA). In the event of delay on the part of the Contractor to deliver package material/items, within the stipulated period of 9 months, Liquidated damage 0.5 % of per unit package cost per week or part therefore of subject to maximum of 7.5 % will be applicable. Should there be default on the part of the Seller for more than 26 Weeks from the scheduled date to complete the delivery

or to complete the installation/commissioning & Training (wherever applicable) successfully, OIL shall have the right, in addition to the provisions as above to invoke the Performance Security without causing any notice to the Seller to this effect.

60.2 The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever. It is agreed that the payment of such liquidated damages shall represent the sole remedy available to the Company in respect of delay under Contract or otherwise at law

## **61. TERMINATION**

- 61.1. TERMINATION ON EXPIRY OF THE TERMS (DURATION):** This contract shall be deemed to have been automatically terminated on the expiry of duration of the contractor the extension period, if exercised by Company under the provision of the Contract.
- 61.2. TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 54.0 above.
- 61.3. 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.
- 61.4. 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.
- 61.5. TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and/or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.
- 61.6. 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.



END OF VOLUME I: COMMERCIAL PART I  
&&&&

**VOLUME I: COMMERCIAL**  
**PART II**



**BID EVALUATION CRITERIA (BEC)**

**PREAMBLE:**

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.

**1.0 TECHNICAL CRITERIA :**

- 1.1 If the Bidder is a Gas Engine Generator manufacturer and having in-house packaging facility:
  1. Bidder must have supplied at least TWO nos of identical type, equal or higher Rating (Min 1.4 MWe ), with Natural Gas Operation, Gas Engine Generator in the last Five years for onshore or offshore Hydrocarbon Processing Plant, Hydrocarbon Installation, Refineries, Petrochemical Industries and pipeline transmission. Such supplied Gas Engine Generator must also be from the same proposed manufacturing plant.
  2. Bidder shall provide performance certificate from the end user for a minimum period of two years or 8000 hrs satisfactory operation at site as on bid due date for at least one of the supplied Gas Engine Generator.
- 1.2 If the Bidder is a Gas Engine Generator Packager:
  1. Bidder / packager must have supplied at least TWO nos of identical type, equal or higher Rating (Min 1.4 MWe ), with Natural Gas Operation Gas Engine Generator in the last Five years for Hydrocarbon Processing Plant, Hydrocarbon Installation, Refineries, Petrochemical Industries and pipeline transmission. Such supplied Gas Engine Generator must also be from the same proposed packaging plant.
  2. Bidder/packager shall provide performance certificate from the end user for a minimum period of two years or 8000 hrs satisfactory operation at site as on bid due date for at least one of the supplied Gas Engine Generator.
  3. The Gas Engine Generator proposed by packager must also satisfy all the above requirements.
- 1.3 Bidder should have In-House engineering capability.
- 1.4 The bidder should have supplied, installed, tested and commissioned at least 1 No. same model Gas Genset having same or higher output at any location in India in last 10 Years from bid due date. To prove this experience, bidder have to provide certificate from the end user, copy of purchase order for supply of gas genset and its bill of lading and commissioning certificate to be furnished along with bid.

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- 1.5 Experience of having successfully executed atleast one similar job as mentioned above in Para 1.1 of value not less than **INR.10.83 Crore / US \$ 1.67 Million (1 US \$ = INR 65.00)** by the bidders in the last five years (05) to be reckoned from the original Bid Closing date.
- 1.6 Documentary evidence in support of the above jobs in the form of job completion certificates from the clients are to be submitted failing which the offers will be rejected. The bidder shall give information on each individual work executed during the past five years (05), ending original bid closing date, indicating the following details.
  - Brief Description of Work
  - Value of Contract
  - Completion time as stated in Contract (months)
  - Actual Completion time (months)
  - Month/Year of completion
  - Reasons for delay, if any
  - Name & postal address of client
  - Contact person
- 1.7 **BIDS FROM CONSORTIUMS ARE NOT ACCEPTED. BIDS FROM JOINT VENTURES NOT ACCEPTED.**



## 2.0 FINANCIAL CRITERIA:

- a) **Annual Turnover of Bidder:** The Annual Financial turnover of the Bidder in any of the 3 preceeding Financial / Accounting Years from the original bid closing date (BCD) must be equal or more than **INR 10.83 Crore / US \$ 1.67 Million (1 US \$ = INR 65.00)** as per Audited Annual Financial Reports.
- b) **Net Worth:** The financial Net Worth of the Bidder must be **Positive** networth for the preceding Financial/Accounting year from the original bid closing date.
- c) **Working Capital Requirement:** The Working Capital of the Bidder must be minimums INR 2.16 Crore /US \$ 0.34 Million (1 US \$ = INR 65.00) in the preceding Financial/Accounting year from the original bid closing date.

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

Note2: For proof of Annual Turnover, Net worth 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

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turnover & Net worth.

AND

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

Note3: In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General (CAG) of India and the Central Government, their certificates may be accepted even though FRN is not available. However, the bidder has to provide documentary evidence for the same.

Note4: In case the audited Balance sheet and Profit & Loss Account submitted are in currencies other than INR or USD, the bidder shall have to convert the figures in equivalent INR or USD considering the prevailing conversion rate on the date on which the audited Balance sheet and Profit & Loss Account were signed. A Certificate from the Chartered Accountant is to be submitted by the bidder regarding converted figures in equivalent INR or USD.

### **3.0 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:

- P.O/Work Order and work Completion Certificate or any other documents from their clients which can substantiate their claim towards experience.
- Company Profile, address, concerned person and his/her contact details, organizational set up with details of professional technical and financial capabilities.
- 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, during last 7 years prior to the original bid closing date of the tender.
- 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.

#### **NOTE:**

In case Bidder has executed and completed a Composite work in a single contract which includes the qualifying work(s) stated under Clause No. 1.4 above, then value of such qualifying work(s) out of total value of composite work shall be considered for the purpose of evaluation.

For qualification based on composite works, in the event the value of the qualifying work(s) cannot be ascertained from the Work Order/Completion Certificate submitted by bidder, Copy of Schedule of Rates/Prices (SOR/P), Copy of relevant pages of contract, Copy of relevant pages of final bill certified by their OWNER for

establishing requirement of BQC or written letter from their Owner specifying the nature of work with quantities and values shall be submitted for qualification.

#### **4.0 COMMERCIAL – BID SUBMISSION**

- 4.1 Bids shall be submitted under single stage two Bid system i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in "Technical RFx Response" Tab and Priced Bid uploaded in the "Notes & Attachments" Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.
- 4.2 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.
- 4.3 Validity of bids shall be minimum 4 months (120 days). Bids with lesser validity will be rejected as being non-responsive.
- 4.4 Bid without original Bid Security and confirmation regarding submission of bid security as per para 10 of Volume I - Commercial -Part I - ITB shall be rejected.
- 4.5 The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.
- 4.6 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.
- 4.7 Bids received through the e-procurement portal shall only be accepted. Bid not submitted in compliance with special methods of submitting system mentioned in 4.1 above (wherever applicable) will be rejected. Bids received in any other form shall not be accepted.
- 4.8 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.
- 4.9 Physical Bids, if any received from the bidders, shall not be considered and will be rejected.
- 4.10 Bids submitted after the Bid Closing Date and Time will be rejected.
- 4.11 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.
- 4.12 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative.
- 4.13 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.
- 4.14 Any Bid containing false/incorrect statement will be rejected.
- 4.15 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.
- 4.16 Bidders shall quote directly and not through their Agent/ Representative/ Retainer/Associate in India.



4.17 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



## **5.0 PRICE BID EVALUATION**

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

- 5.1 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.
- 5.2 The bidders must quote their charges/rates in the manner as called for vide Schedule of Rates/Price (Form SOR/P) as per Volume I- Commercial Part III, Section 2, Annexure II.
- 5.3 The MPC Contract will be signed with successful bidder for Engineering, Procurement, Fabrication and Supply of Water Packages and successful PGTR till end of warranty period.
- 5.5 The MPC Contract Price shall be calculated as follows:-
  - a) Grand Total Prices quoted in the Schedule of Rates/Prices (Form SOR/P)
  - b) Goods and Services Tax (GST): The GST amount obtained by multiplying the quoted Grand Total price in the Schedule of Rates/Prices (Form SOR/P) with the prevailing rate of GST as on the Bid Closing Date is to be considered for purpose of evaluation of Bid.
  - c) Total Lump sum MPC Price = (a) + (b) shall form the MPC Contract Value.

## **6.0 GENERAL:**

- 6.1 In case bidder takes exception to any clause of bid document not covered under BEC, 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 bidders. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. The Commercial Bids shall be evaluated taking into account the rates quoted in the Price Bid Format.
- 6.2 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 BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the dead line given by the Company (OIL) failing which the offer will be summarily rejected.

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6.3 If any of the clauses in the BEC contradicts with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.

## **7.0 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.

## **8.0 PURCHASE PREFERENCE CLAUSE:**

8.1 Purchase Preference to Micro and Small Enterprises:

8.1.1 Purchase Preference to Micro and Small Enterprises 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.

8.1.2 In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.

8.1.3 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

8.1.4 In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

8.1.5 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 Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

## **9.0 PURCHASE PREFERENCE LINKED WITH LOCAL CONTENT :**

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.  
Refer Instruction To Bidders (ITB) for details of the PP-LC

**VOLUME-1 Part-III**  
**SECTION-1**

**TERMS OF REFERENCE & TECHNICAL**  
**SPECIFICATIONS**

 <b>ऑयल इंडिया लिमिटेड</b> <b>Oil India Limited</b>	<b>MODULAR PACKAGE CONTRACT (MPC-1)</b> <b>Engineering, Procurement, Fabrication and Supply of</b> <b>Modular Power Package</b> <b>for OCS, Nadua and GGS, East Khagorijan</b> IFB No. CPG8237P19	 <b>KAVIN™</b>
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### **VOLUME-I Part-III**

#### **SECTION: 1**

#### **TERMS OF REFERENCE & TECHNICAL SPECIFICATIONS**

#### **1.0 INTRODUCTION:**



**OIL INDIA LIMITED (OIL)** a Government of India Enterprise, proposes to construct two number of Surface Production facilities primarily for separation of Oil, Gas & Water and processing of non-associated & associated gas in its producing field at Nadua and East Khagorijan. The installation will be constructed on Modular design concept with emphasis on skid mounted prefabricated facilities minimizing civil construction work at site to the extent possible as per functional specifications of various process/utility packages. Instead of permanent civil buildings, containerized offices/structures will be preferred.

**KAVIN ENGINEERING AND SERVICES PRIVATE LIMITED (Consultant)** has been appointed as Engineering, Procurement, Construction and Management Consultant for construction of surface production facilities Oil Collection Station (OCS) at Nadua and Group Gathering Station (GGS) at East Khagorijan, in upper Assam.

The NADUA (OCS) oil field is located near Dibrugarh town in Assam. The field is presently producing from 04 Nos. of wells through a QPS (Quick Production Setup). Considering the potential of the field, it is envisaged that Oil production is expected to rise to a level of 1200 KLPD from 15 HP wells and 15 LP wells. Associated Gas is expected to be around 0.2 MMSCMD. Oil India Limited proposes to construct an Oil Collecting Station (OCS) at NADUA to cater to the production in that area. It is also expected that the field will produce about 800 KLPD of water along with the 1200 KLPD of crude, so the plant will be designed for handling 2000 KLPD of total well fluid.

The East Khagorijan (GGS) field is located near Dibrugarh town in Assam at a location approximately 200m south (aerial distance) of Loc# TAI at 27°32'N 95°09'E approx. Elevation 121m MSL. The field is presently producing from 02 Nos. of wells through a QPS (Quick Production Setup). Considering the potential of the field it is envisaged that Oil production is expected to rise to a level of 1000 KLPD from 06 HP wells, 06 LP wells and 06 Non Associated Gas wells. Associated Gas is expected to be around 0.1 MMSCMD. The East Khagorijan gas field is expected to produce about 1 MMSCMD of non-associated natural gas from this area. It is also expected that the field will produce about 800 KLPD of water along with the 1000 KLPD of crude, so the plant design will be for handling 1800 KLPD of total well fluid. Oil India Limited proposes to construct a Group Gathering Station (OCS + FGS) at East Khagorijan to cater to the production in that area.

Pipelines carrying well fluids to the proposed surface production facilities and pipelines transporting dry crude, separated gas, treated water from the facilities are not in the project scope.

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### 1.1. SUBJECT:

OIL is in the process of development of surface production facility in Nadua and East Khagorijan. As a part of this development scheme, OIL desires to procure **Modular Power Generation Packages** for providing Main power supply and Emergency power supply for Oil Collection Station (OCS) at Nadua and Group Gathering Station (GGS) at East Khagorijan in Upper Assam, India.

### 1.2. SITE DETAIL: Nadua & East Khagorijan

#### Location:

Nadua is a village in Panitola Tehsil in Dibrugarh District of Assam State, India. It is located 20 KM towards East from District headquarters Dibrugarh and 426 KM from State capital Dispur. East Khagorijan is close to Chauba town, located 11km from Chabua Railway station.

Dibrugarh Town Rail Way Station is major railway station 23 KM near to Nadua

**Airport:** Nearest airport Dibrugarh

### 1.3. FIELD DETAILS:



Nadua and East Khagorijan are Oil producing fields with associated gas. East Khagorijan produces non-associated gas also. Nadua production facility will be connected to 15 LP well and 15 HP wells and will produce 2000 KLPD fluid, out of which 1200 KLPD will be crude. East Khagorijan will be connected with 6 LP wells, 6 HP wells, 6 Non-Associated Gas wells. East Khagorijan will produce 1000 KLPD crude and 1 MMSCMD of non-associated gas.

## 2.0 OBJECTIVE:

This document specifies the scope and schedule of work to be performed by the MPC contractor for the supply of Power generation packages (i.e.) two nos. of Gas engine driven generator and one no. of Emergency Diesel engine generator at each field (Nadua& East Khagorijan). Modular Package (MPC) Contractor shall supply in accordance with the given Terms of Reference, guidelines, instructions etc.

The equipment's which are to be supplied for this facility, Nadua and East Khagorijan shall be latest, suitable, appropriate & proven technology. The proposed installation is designed to meet all the latest and relevant standards for QHSE-ISO and ISRS (International Safety Rating System) and statutory regulations like OMR (Oil Mines Regulations) 2017, IE Rules, OISD (Oil Industry Safety Directorate), DGMS guidelines, Ministry of Environment and Forest (MOEF), Central& local Assam pollution control board norms and any other relevant laws, by-laws, or Acts in force, etc.



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### **3.0 SCOPE OF SUPPLY FOR BOTH NADUA & EAST KHAGORIJAN:**

The Scope of supply involves package engineering, procurement, fabrication of power generation system required for OCS Nadua and GGS East Khagorijan including transportation and delivery of complete package at respective sites. The Scope of supply is not limited to the below mentioned items, MPC Contractor shall supply all required items for the satisfactory operation of the unit.



The scope of work described below is for one facility, the second facility follows the typical arrangement.

#### **3.1. CAPTIVE POWER PLANT:**



- a) Gas Engine Generator Set (GEG) (Configuration - 2x100%) (1W+1S), 1400 kW (site rating), 415V AC, 50 Hz, 3 Phase, 3 Wire, 0.9 PF with associated electrical instrument and control, accessories etc. (Design Ambient temperature for Nadua and East Khagorijan is 41 Deg C, Site altitude for Nadua is 116m and for East Khagorijan is 121m)

Note: MPC contractor shall note that the Gas engine shall also be suitable for operating at the minimum load requirement of 400kW. Accessories including Load bank required for meeting the minimum load demand shall be supplied by MPC Contractor.

- b) Gas engine design shall be in accordance with ISO 3046.
- c) 415V Generator power panel with Incoming breaker (one per Genset) with required metering and protection as per OISD-RP-149.
- d) Gas engine Generator along with all accessories, piping, instruments etc. shall be assembled in an adequately sized container and installed at site. Engine & Generator control panel, Power panel, CEMS panel, etc. with air conditioning and F&G detectors, lighting etc. shall be housed inside the Container.
- e) Common Inlet gas conditioning skid for both the gas engines, shall be supplied (If required)
- f) Fuel inlet system comprising of Shut-down valve, gas flow meter, filters, Vent valve, fuel governor and other accessories as required.
- g) Combustion air intake system along with draft fans, air filter, piping between air filter and engine, Silencer etc. as required.
- h) Exhaust system consisting of Silencer with integral spark arrestor, exhaust duct (material shall be suitable for flue gas temperature), insulation, & cladding, flexible expansion joints, duct supports and structures as required for the complete system.
- i) Radiator type cooling system (dry cooling tower) for HT & LT cooling circuit with circulating pumps, expansion tank, DM water filling system, make-up tank with transfer pump, inter connecting piping, valves, instruments, etc. to make the system complete.

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- j) Engine lube oil system comprising of Circulation pumps, Clean oil tank with transfer pump for filling lube oil from barrel to tank, waste oil tank with pump, associated pipes, valves, instruments etc.
- k) Acoustic insulation of Container to meet the noise level as per CPCB norms or 75 dBA (whichever is applicable), at 1m distance from the surface of the Container.
- l) Chimney of min 30m height separate for each gas engine as per CPCB norms with common structural supports. Each stack shall have 2 nos. of LED type Aviation lamps and Lightning arrestors with Copper Conductors.
- m) Dry type ventilation system as required for the Container.
- n) Engine starting system including maintenance free batteries of adequate size and rating, battery chargers & accessories. (Battery banks of each gas engine shall be sized for minimum 6 continuous starts of generator). Engine auxiliaries shall be started normally using the Emergency diesel genset available in the plant. However MPC Contractor shall ensure that Gas engine supplied shall be suitable for black start condition.
- o) Battery charger shall be designed to draw power from external supply.
- p) Complete Instrumentation and control system required for CPP operation with PLC based control system. PLC panel shall have redundant Ethernet connection to facilitate transfer of data from PLC to main DCS. MPC contractor shall co-ordinate with DCS vendor for establishing communication between the two systems and ensure data transfer.
- q) Continuous online emission monitoring system (CEMS) including sensors, cabling, control panel etc. for monitoring NOx, CO as required from local PCB with provision for online data transfer to state PCB server as per the state PCB reporting format.
- r) Operating terminal with HMI screen.
- s) Air-Conditioning system for Control panels placed inside the container.
- t) Control panel with synchronization facility for each generator for synchronization and momentary parallel operation of the two Generators.
- u) Generator circuit breaker power panel with copper bus bar and adequately sized ACB with required Generator protection, metering system and Automatic voltage regulator.
- v) CPP auxiliary MCC for supplying gas engine auxiliary loads.
- w) NGR of 750mA, 320 Ohms shall be provided with each gas engine based generator and shall be interlocked, during parallel operation.
- x) Power & control wiring within generator room till the generator circuit breaker panel and generator auxiliaries inside engine room till the auxiliary MCC



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panel, all control wiring from the various sensors & instruments till the Generator / Engine Control panel.

- y) Ladder racking and cable trays required for supplied auxiliaries inside engine room.
- z) Complete earthing system inside the battery limit.
- aa) Fire and Gas detectors along with Fire alarm and control panel within the Container. The Local panel shall have provision for communication with centralized F&G system through hardwire.
- bb) Fire fighting system including Automatic CO<sub>2</sub> extinguishing system (Total flooding type) as per NFPA 12, fire extinguishers as per OISD-STD-189. The cylinders used for the Automatic CO<sub>2</sub> extinguishing system shall be of standard capacity as per IS 15683 & IS 2878. The extinguishers shall be of standard capacity as per IS 15683, IS 2878 & IS 10658.
- cc) First fill of lubricants including lube oil, grease, jacket water, anti-freeze / inhibitor, anti-corrosive agent, battery acid, spare CO<sub>2</sub> cylinders etc. as applicable for captive power plant. Additional top up quantity of First fill lubricants required during commissioning and PGTR operation for one (1) month.

### **3.2. EMERGENCY DIESEL ENGINE GENERATOR:**

- a) Diesel Engine Driven Generator (DEG) (1W) of capacity 500 kW (site rating) in accordance with ISO 3046.
- b) Day tank with provision for manual filling, level gauge for indicating diesel level in the tank, low level alarm switch etc. and shall have minimum 8 hrs storage capacity.
- c) Jacketed cooling water system with circulation pumps, Radiator type cooling system (Dry type) etc.
- d) Lube oil circuit with adequately sized lube oil pump.
- e) Governing system
- f) Turbochargers
- g) Electric starting system with maintenance free batteries of adequate capacity, battery chargers & accessories, Control panel etc.
- h) Battery charger shall be designed to draw power from external supply also.
- i) Hand operated Diesel transfer pump to fill diesel to day tank
- j) Piping between diesel engine and day oil tank & piping between hand operated pump and day oil tank with necessary valves, fittings, interconnecting control cable, other specialties etc.



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- k) Exhaust piping with fittings, supports, Silencer. Emission control equipment shall be supplied along with the package.
- l) Acoustic insulation of container to meet the noise level as per CPCB norms or 75 dBA (whichever is applicable), at 1m distance from the surface of the container.
- m) First fill of lubricants including lube oil, grease, jacket water, anti-freeze / inhibitor, anti-corrosive agent, battery acid etc. as applicable for Diesel engine generator. Additional top up quantity of First fill lubricants required during commissioning period.
- n) Thermal insulation and cladding for exhaust piping/Ducting.
- o) Fire fighting system including fire extinguisher etc. in accordance with OISD-STD-189. The extinguishers shall be of standard capacity as per IS 15683, IS 2878 & IS 10658.

### **3.3. GENERAL ACCESSORIES:**

The accessories specified below shall be supplied for individual packages as required.

- a) Material handling equipment's for the Gas engine Genset, Diesel engine and auxiliaries inside the container. Handling equipment's list and procedure shall be stated in the proposal for EPCM consultant approval.
- b) Complete Electrical & Instrumentation scope of work including the following,
  - Power and control cabling, cable trays and tray supports within the battery limit.
  - Local control station (as applicable)
  - Lighting fixtures, lighting distribution boards, interconnecting cables from DB to lighting fixture.
  - Earthing & lightning protection system
  - Junction boxes
  - Cable glands
  - Fire proof sealing system(As required)
  - Local AC UPS Distribution
  - Local DC UPS Distribution
- c) Steel foundation template for Anchor bolt fixation and supply of Anchor bolts for the complete package as required.
- d) Surface preparation and painting

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- e) Shop inspection and testing, Factory acceptance tests (FAT), Site acceptance test (SAT)
- f) Packing, marking and forwarding
- g) Gas engine and diesel engine shall be assembled in individual ISO Container of suitable size which shall be of transportable type.
- h) Spares and Special tools
  - Supply of Start-up spares as required during start-up and commissioning
  - Supply of Maintenance tools and tackles including special tools
- i) Price list of recommended spares for smooth operation of the system / equipment for a minimum period of 2 years.
- j) Process / Performance Guarantee
- k) Access platforms, ladders, stairways, handrails etc as required
- l) List of consumables
- m) Warranty
- n) Vendor shall incorporate all HAZOP and Safety study recommendations

#### **3.4. PACKAGE RESPONSIBILITY**

The Package responsibility shall rest with the MPC Contractor, who shall be responsible for the complete Equipment including Engine, Generator, associated auxiliary system etc within the package.

#### **3.5. SPARE PARTS PHILOSOPHY:**



MPC contractor shall provide Spares necessary for Start-up and Commissioning, Special tools as part of the offer.

Price list for 2 years operation and maintenance spares shall be submitted along with the offer. Prices for these spares shall not be taken into consideration for evaluation of Contractor's offer. This price list will be utilized during the award of O&M Contract at later stage.

#### **4.0 MPC BATTERY LIMIT:**

- a) All the package equipment described in the scope of supply shall be in the scope of the MPC contractor. The package design, procurement and fabrication within the package shall be under the scope of MPC contractor. All interface tie-in shall be terminated at the package edge.
- b) Fuel gas supply and other utilities (air, nitrogen) piping as required will be provided at one single tie-in point location at the package edge; further piping distribution between the Containers and internal piping within the Container shall be under the scope of the MPC contractor. All piping at the tie-in points shall be provided with flanged connection as per ASME B16.5.





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- c) All interface tie-in co-ordinate location shall be mutually agreed between the MPC contractor and EPCM consultant. The same shall be provided in the tie-in register by the MPC contractor.
- d) Incoming power supply upto gas engine auxiliary MCC for start-up will be provided by others. Electrical Power and Control cable within the power generation system shall be in the scope of MPC contractor. Bus duct from generator circuit breaker to LV switch gear shall be provided by others. MPC contractor is responsible for providing terminations suitable for Bus duct connection in the panel. Incomer supply cables for distribution boards inside package shall be sized and directly terminated by others based on MPC Contractor's input.
- e) MPC contractor's scope of supply for electrical cable tray shall be terminated at package tie-in.
- f) Providing UPS power supply of adequate rating as specified by MPC Contractor for Instrumentation & Control, Control Panel at one tie-in-point specified by the MPC contractor will be provided by others.
- g) Providing lighting incoming power supply to the designated connection point of the lighting DB as specified by the MPC contractor will be provided by others.
- h) The Power generation package shall be installed on the concrete stool/pedestal. The inputs required for design, construction of civil foundation, pillar, stools, steps shall be provided by the MPC contractor in a timely manner. The civil design & construction scope will be by others.
- i) MPC Contractor shall specify the Water quality for Engine Jacket Cooling system along with the proposal.

## **5.0 MODULAR PACKAGE DESIGN CONCEPT:**



- a) The power generation system facilities involved in the Nadua and East Khagorijan plant to be pre-fabricated and transported in Container. The design of the equipment should be selected in such a way that the equipment will be placed in the standard size of the container.
- b) Gas engine and Diesel engine shall be supplied in individual containers. Container shall be protected from Water leakage and Dust ingress.
- c) The Containerized module facilities shall be transportable via roads of Assam and to the plant locations. The regulation of road safety shall be met by the package supplier.
- d) Piping can be pre-fabricated in package supplier's facility and transported to the site. The skid fabrication at site shall be avoided by the package supplier. All the associated facilities of the package skid such as equipment, piping, valves, control system, instrumentation and electrical items etc., are not envisaged to be fabricated at site.

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## 6.0 PACKAGE ENGINEERING:

MPC Contractor shall carry out the package engineering as detailed below:

- a) The design life of the complete package shall be minimum 20 years.
- b) MPC Contractor shall develop package engineering based on the design basis, specifications, drawings etc. attached in Volume-II. Basic engineering documents provided are for guidance and are minimum / indicative only. It is the responsibility of the MPC contractor to develop any missing information based on good engineering practices for completing the project in all respect meeting quality requirement and desired level of operational efficiency. The successful MPC Contractor shall carry out package engineering over and above of that mentioned in the tender, required to deliver the package with no extra cost. All such activities shall be vetted by EPCM consultant/OIL.
- c) MPC Contractor shall carry out design and fabrication of Power generation packages as per latest codes & standards.
- d) Equipment engineering shall include but not limited to the Preparation of drawings as per Basic Engineering provided, defining major equipment, giving the layout of equipment with sections and elevations, wherever necessary for equipment engineering as per the statutory. The proposed facilities shall be designed and executed on modular concept by MPC contractor.
- e) MPC contractor shall attend the overall plant HAZOP/SIL study workshop, which will be conducted by other process package MPC Contractor. MPC-1 contractor shall implement the HAZOP/SIL study recommendation for their part of scope without any additional cost and time impact.
- f) Package Engineering phase shall include submission of HSE plan and Quality assurance plan, procurement plan, fabrication drawings, steel frame, drawings for electrical equipment, instrumentation and piping, vents/drains, Hook ups, Loops, vendor data, Layout etc.
- g) All Package Engineering, Piping, Mechanical, Instrumentation, Electrical, Structural, Civil design inputs, etc. which form a part of the Project shall be approved by the EPCM consultant. MPC contractor has to prepare and submit documents, design, drawings, fabrication drawings, As-built drawings, calculations and information as requested in the tender document and as required for information/ review and approval. Fabrication work shall only be carried out based on Approved for Construction (AFC) drawings approved by the EPCM consultant.
- h) MPC contractor to ensure that the Power generation packages are sized and located in accordance with the overall plot plan attached in the Volume-II. The design of the modular package shall not exceed the package size specified in the overall plot plan.
- i) MPC contractor shall design the modular package considering the approaches for maintenance, emergency evacuation, fire fighting etc.

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## **7.0 ENGINE GENSET LAYOUT**

- a) MPC Contractor shall refer the Overall Plot plan enclosed with the Volume –II indicating the total space available for installation of Gas Engine Generator and Diesel Engine Generator package. MPC Contractor shall provide the indicative Equipment layout along with the proposal, confirming the space available for the package is sufficient. All items including Radiator, Chimney, Lube oil tank, make-up water tank, Container with gen-set etc. In case, space available for the package is not sufficient, MPC Contractor shall inform the same during the offer stage only. Any changes in the post order stage shall not be accepted.
- b) Each GEG and DEG shall be installed inside individual Container. MPC Contractor shall conceive and develop the Container layout and include all the inlet piping, exhaust piping to be taken outside the room, control cables etc. in his scope of supply.
- c) For Gas engine, Remote radiator shall be placed outside the Container preferably on top of Container or nearby area. Cooling water pipe routing between Radiator and Engine shall be provided by MPC Contractor.
- d) Exhaust structure and all other auxiliaries like Gas conditioning skid (if required) shall be placed outside the Container.
- e) Electrical / Instrumentation panels shall be placed inside the container portioned to the acoustically treated Gas engine generator. The Control panel room shall be air-conditioned.
- f) Bidder shall furnish foundation layouts showing foundation details, load data & other details for GEG & DEG set & other equipments/ skids such as radiator, stack etc.

## **8.0 TECHNICAL REQUIREMENTS:**

### **8.1. GENERAL:**

- a) All possible efforts have been made to establish a link between the Basic Engineering, Scope of work, Design basis, Standard Specifications, Standards and Drawings so that the MPC contractor has clear cut frame work of guidelines within which the package engineering would be performed. Despite this, it may still be required to apply judgment and reason to certain areas based on experience and sound engineering practice to achieve desired results.
- b) MPC contractor must understand and undertake clearly that it is the sole responsibility of the MPC contractor to complete all works related to power generation package in all respect leading to mechanical completion and make the plant ready for commercial operation. Codes and standards included shall be used as guidance and considered as the minimum requirement.
- c) In case of any conflicting requirement of various chapters, which are part of this document following order of priority shall govern in general.

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- Basic Engineering Design Package
- Local regulation
- Codes & standards

However, in case of conflict, it shall be referred to EPCM consultant for clarifications and the decision of EPCM consultant shall be final and binding on the MPC contractor without any cost and time implications.



- d) The requirement of any statutory body like Chief Controller of Explosive (CCE), Nagpur, India, Environmental Clearances, Factory Inspector, and Director General of Civil Aviation Authority (DGCA) etc. shall govern where these are more stringent than the requirement specified above.
- e) Although the scope of work has been defined package wise, the MPC contractor would be required to interact with other agencies working in the adjoining areas. It is essential to coordinate the interface directly or through EPCM consultant as and when required to attain unhindered and smooth completion.
- f) The coordinates at the battery limits will be provided later, same shall be accommodated without any cost/time implication by the MPC contractor. Special emphasis shall be made for flare and all gravity flow lines and “no pocket” lines.
- g) MPC contractor shall submit the progress report every month or mutually agreed intervals.
- h) After award of Contract, the MPC contractor shall furnish discipline wise detailed index of all drawings and documents, indicating schedule dates of submission. MPC contractor’s additional standards if used during package engineering shall be required to be vetted by EPCM consultant before adopting.
- i) MPC contractor shall submit updated discipline-wise drawing status fortnightly, so that the error in construction on previous revision could be avoided. Manufacturing shall not be carried out with advance revision, not reviewed by EPCM Consultant.
- j) The fire protection and fire fighting facilities shall conform to OISD 189, OMR, NFPA, IS standards.

## **8.2. PROCESS**

The process design condition shall be in accordance with the requirements specified in P&IDs.

## **8.3. PIPING**

- a) Piping design shall be in accordance with project piping design basis

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- b) MPC Contractor shall prepare the Equipment Layout, within the specified area for Gas Engine Generator and Diesel Engine Generator in the Overall Plot plan attached in Volume-II Technical.
- c) The piping layout shall be prepared for the complete system supplied by the MPC Contractor taking consideration of operability, safety of installations, ease of maintenance and construction etc. MPC Contractor shall provide all inputs and drawings in native file format required for 3D Modeling preparation.
- d) 3D model 'STEP file' for Critical equipments such as Engine, Generator, etc. shall be provided to EPCM by MPC Contractor. The 3D model file shall match with the dimensions of the specific Equipment Model supplied for the project. EPCM shall prepare the 3D Modeling based on the provided documents.
- e) Model review will be conducted stage by stage which is from 30%, 60% and 90% review during package engineering phase at EPCM consultant location. MPC Contractor shall attend the review and provide required clarification as necessary. MPC-1 Contractor shall implement any correction/change in pipe routing if required, at the outcome of the review.

#### **8.4. MECHANICAL**

- a) The mechanical equipment shall be designed and fabricated in accordance with the requirements specified in Specifications and relevant codes & standards.
- b) The equipment shall comply with the design parameter and quantity envisaged in the project.

#### **8.5. INSTRUMENTATION**

The selection of instrumentation and control equipment shall be in accordance with the requirements specified in "Functional Specification for Package Instruments".



#### **8.6. ELECTRICAL**

The selection of electrical equipment shall be in accordance with the requirements specified in "Specification for electrical requirements for packaged equipment".

#### **8.7. STRUCTURAL**

MPC contractor shall provide frame arrangements and details, foundation loading for access platforms, pump, ladders, stairways, handrails etc. within the package as required. MPC contractor shall refer the "Package specification for Structural works" for Structural design. MPC contractor shall provide the input required to design foundation for the package in early stage to start up the civil activity.





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## 9.0 MINIMUM DELIVERABLES:



List of documents to be submitted by MPC contractor during MPC Contract phase for review / approval by EPCM consultant /OIL [after award of contract] is listed below.

Documents specified below are the minimum requirements, MPC contractor shall submit any other additional documents / drawings required for the completion of project as per EPCM instruction during detail engineering.



Sl No	DOCUMENT DESCRIPTION
<b>PROJECT MANAGEMENT</b>	
1	Master Document schedule (MDS) / Document Control Index (DCI) for all disciplines
2	Organisation chart
3	Vendor document register for each package
4	Technical query Register
5	Planning schedule
6	Procurement plan
7	Progress Report (Weekly and Monthly)
8	List of Sub-Vendors
9	Manufacturing/Fabrication Plan and Procedure
10	Unpriced purchase order copy along with specification
<b>MECHANICAL</b>	
1	Equipment Specifications
2	Mechanical Data Sheets
3	Equipment list
4	Manual Valves and Piping Speciality MTO
5	Material Handling procedure and Material Handling Study & Report
6	Equipment Design Calculations
7	General Arrangement Drawings with dimensions, BOM, material of construction, instruments, weight, handling item details etc.
8	Manufacturing / Fabrication Drawings
9	Equipment Performance Curves and Data

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10	Lifting Equipment Test Certificates and other Test Certificates
<b>PROCESS</b>	
1	PFD
2	Legends & Symbols
3	P&ID – Captive Power Plant-A/B, Diesel Engine Generator
4	Process Data sheet– Gas Engine Generator, Diesel Engine Generator
5	Process Description/Technical specification
6	Alarm & Trip Schedule
7	Utility Consumption Schedule
8	Process Control Narratives
9	Fire fighting system documents and calculations
<b>PIPING</b>	
1	Equipment Layout Plan & Elevation
2	Escape Route Layout
3	Tie-In Register
4	MTO for Piping & Appurtenances
5	Piping GA plan & Elevation
6	30% Model Review Close out Report
7	60% Model Review Close out Report
8	90% Model Review Close out Report
9	Fabrication Isometrics
<b>ELECTRICAL</b>	
1	Electrical load list
2	Electrical equipment list
3	Electrical material take-off
4	Tie-in point schedule
5	Electrical cable schedule
6	Cable sizing calculation

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7	Data sheet for distribution boards
8	Data sheet for Gas engine generator, motor
9	Data sheet for local control station (as applicable)
10	Gas engine auxiliary MCC SLD
11	Electrical schematic drawing for power, Generator control panel
12	Lighting and small power layout
13	Lighting and power panel distribution diagram
14	Earthing layout
15	Cable tray / trench routing layout with cable fill report
16	MCT layout & Schedule
17	Generator loading calculation
<b>INSTRUMENTATION</b>	
1	Instrument Data Sheets
2	Instrument Index
3	I/O List
4	Instrument Cable Schedule
5	F&G Data Sheet
6	F&G Index
7	F&G Cable Schedule
8	F&G Cause & Effect Matrix
9	Instrument and Junction Box Location Layout
10	Instrument Process Hook ups Detail
11	Instrument Cable Tray Layout
12	Junction Box Construction Diagram
13	Junction Box Wiring Diagram
14	Level Sketches
15	Instrument Earthing Layout
16	Instrument Cable Block Diagram

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17	Instrument Bulk MTO
18	Interconnection Diagram
19	Loop Diagram
20	Logic Diagram
<b>STRUCTURAL</b>	
1	Design Report for Module Package
2	Structural Beam Layout and Details
3	Secondary beam layout and Details
4	Equipment Support Layout and Details
5	Secondary details (ladder, staircase, handrails etc.,)
6	Module Lifting Layout and details
7	Transportation beam Layout and Details
8	Weight Control Report
9	Foundation loading Diagram
10	Pipe support detail drawing
<b>QUALITY CONTROL</b>	
1	Inspection, Testing & Quality plan and Procedure
2	Material Certificates for Supplier's/Contractor's Materials & Mill Certificates
3	WPS &PQR, Welding qualification records
4	NDT requirements/procedure & record
5	Painting/Coating Procedure & Result
6	Test Procedure & Report (Including FAT / SAT)
7	Dimensional Control Reports/Dimension Inspection Reports & Weighing Reports
8	Shop & Fabrication Inspection Plan
9	Notice of Inspection
10	Inspection & Test Report and Non Conformance Report / Register
11	Fabrication Inspection Final Books
12	Scope of TPI authority

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13	Material Traceability Reports
<b>MDR (MANUFACTURER DATA RECORD)</b>	
1	Operating & Maintenance manuals
2	Lubrication schedule
3	Product Catalogues
4	Priced Spare Parts List with Part no. and Interchangeability Record
5	Spare parts list
6	Packing, Transportation, Storage and Installation procedure
7	As-built documents, drawings & manuals



The MPC Contractor shall maintain an up to date drawing & document register and monitor drawing & document issued. This register shall list all drawings & documents used in the design and construction. The drawing register shall be a controlled document and shall be kept updated / revised and shall be issued on A3 / A4 size sheets.

## 10.0 DOCUMENTATION

MPC contractor shall follow the documentation procedure as mentioned below for the drawings / documents submitted for EPCM consultant approval and records.

- MPC contractor shall follow the Drawing and Document template as per the format provided by EPCM consultant.
- Drawing and documentation are only accepted by the EPCM consultant when signed by the MPC contractor as checked and approved in the coversheet.
- All the drawings (package engineering), documents have to be prepared by the MPC contractor in a presentable manner with all texts in the English language.
- Drawings shall show all necessary dimensions and details required for interface information and installation.
- Required clearance for maintenance and weight / dimension of heaviest single piece item to be handled shall be indicated in the drawing.
- MPC contractor shall submit major documents and drawings containing interface information for the EPCM consultant approval according to the minimum document requirement list but in any case prior to start of manufacturing.



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- All revised drawings and documents shall clearly show revision cloud, revisions with the issue date and the MPC contractor's checked and approval signature.
- Drawings shall be in AUTOCAD format, other documentation shall be in Microsoft Office format (Excel / Word / Power Point / Access).
- Drawings, documentation and certification requiring an independent certifying authority to approve shall be done at the vendor's initiation, direction and expense.
- All final drawings, manuals and computer based training information for the MPC contractor's equipment (i.e.: operation and maintenance manuals) shall be provided. Further details are specified within the minimum document requirement list.
- MPC contractor shall provide six (6) sets of final approved documents and laminated drawings and 3 sets of soft copies (2 copies in CD-ROM and 1 copy in Flash Drive) of all the Final/As-Built documents listed in the minimum document requirement list.
- The Supplier, and his sub-supplier, shall operate a quality system satisfying the applicable provisions of BS5750/ISO 9000 (series). A detailed quality plan shall be provided with the bid.
- The EPCM consultant reserves the right to carry out quality and technical review at both supplier's and sub-supplier's works.

#### **11.0 STATUTORY APPROVALS:**



MPC Contractor shall provide Equipment and Materials conforming to the rules and regulation of Govt. of India or State Govt. for its use in an installation where Gas & Diesel are used as fuel to generate electrical power. Statutory approval of exhaust emission level, noise pollution or any other to be obtained from CPCB and authorized state government agencies/bodies.

It is the responsibility of MPC Contractor to meet all the requirements of Statutory approvals, within the quoted rates. Documents, drawings, forms, affidavits etc required for the Statutory approval shall be prepared and submitted by the MPC contractor.

#### **12.0 PROCUREMENT:**

The scope of work of MPC Contractor is composite in nature which contains broadly:

- a) All Major bought-out items shall be sourced from reputed manufacturer, before placing order necessary PTR of the Sub-vendor shall be submitted for EPCM review and approval.

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- b) Factory Acceptance Tests (FAT) shall be as per approved QAPs.
- c) The MPC Contractor shall carry out Inspection and expediting services for all the bought-out items for the package and submit the inspection reports to EPCM review.

### **13.0 MATERIAL CODING:**



MPC contractor shall provide unique asset code for every individual equipment / item in their scope of supply.

### **14.0 QUALITY CONTROL:**

Owner/EPCM reserves the right to appoint independent Third Party Agency for quality control/quality surveillance of materials and fabrication activity.

### **15.0 INSPECTION AND TESTING**

- a) Inspection Test Plan shall be submitted to EPCM consultant for approval before starting the fabrication work. All inspections / tests / Certificates shall have approval of EPCM consultant.
- b) MPC contractor shall provide the certification of material compliance in accordance with EN 10204, Type 3.1 for all materials used in pressure parts and EN 10204, Type 2.2 for non-pressure parts.
- c) The testing and inspection shall be in strict accordance with the design code requirements and OIL/EPCM approved ITP.
- d) The right to witness all inspection and Non-Destructive Test from raw material certification till final stage of inspection is reserved by EPCM consultant /OIL and their TPI agency.
- e) All test procedures shall be forwarded to the EPCM consultant for approval.
- f) EPCM / OIL will inspect the various equipment and machinery during the various stages of construction and tests at the manufacturer's works. MPC contractor shall intimate EPCM consultant / OIL, the location and date of inspection before four (4) weeks.
- g) EPCM / TPI may at his discretion examine the following
  - Materials of construction of standard parts prior to start of work
  - Quality of casting or machined parts
  - Complete or part assembled units
  - Functional testing and simulation of control system including local control panel.

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## 16.0 PAINTING

- a) Painting covers the general requirements like surface preparation, painting, application sequence, colour codes etc.
- b) Paint selected shall be such that they should be able to withstand all weather conditions as well as atmospheric conditions of the plant area.
- c) Painting of entire installation including, equipment's like engine, generator, piping, structure, and all other facilities in the Modular package.
- d) The Paint Material, colour coding, Procedure of application, Selection etc. shall be as per specification for surface preparation and painting.

## 17.0 INSULATION

- a) Insulation of Pipe, equipment etc. shall be as per "Specification for Insulation".
- b) The MPC contractor shall be responsible for the provision of all necessary insulation like heat conservation or the safety and protection of personnel in accordance with the "Specification for Insulation".

## 18.0 MARKING

In case the package is necessary to separate into different parts for the transportation all components and subassemblies shall be carefully identified and match marked to prevent any error in assembly.

All loose components such as studs, nuts, washer, gasket etc., shall be packed in crates and shall be marked for the project, consignee, consigner, job number, item number, order number, gross and net weight, dimensions etc. A copy of loose component list shall be enclosed in a water tight envelope.



Additional indications such as North / East / South / West along with (COG) centre of gravity shall be clearly marked with white paints.

Equipment / piping which have been post weld heat treated or have an applied lining, e.g. lead glass, rubber etc., shall have a suitable warning printed on the visible portion on the outside of equipment / pipe.

## 19.0 TRANSPORTATION

MPC Contractor shall arrange to transport the skid mounted package equipment to site location at Nadua and East Khagorijan (Dibrugarh district) of Assam. The MPC Contractor shall consider the limitation of transportation dimension to site as follows.

- The dimensions of any skid shall not exceed the standard ISO container size (for any mode of transportation):

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- The total weight of any skid shall not exceed the weight limitation of the “Ministry of road transport and highways and transportation mode.

MPC contractor to undertake route survey, arrange and provide all loading/unloading facilities, transportation of entire skid to Contractor’s premises including all roll on, roll off facilities, crane(s), labour etc.

## **20.0 INSTALLATION AND COMMISSIONING SUPERVISION**

MPC Contractor shall supervise the site execution work i.e. hook-up of skids, erection, installation, commissioning and PGTR of the complete system at each site, to ensure soundness of erection and installation by providing adequate qualified experienced engineers.

The duration of PGTR will be one (1) month.

## **21.0 TRAINING**



MPC Contractor has to provide training for operation and maintenance for the modular packages they are supplying to Owner’s personnel. Prices for Training and for clause no. 20 shall be included in item no.1 of SOR/P in Annexure to SCC.

## **22.0 TECHNICAL COMPLIANCE**

MPC Contractor must furnish answers/clarifications/confirmations of all the following queries and submit along with offer. MPC Contractor shall indicate the reply in the space provided in the Technical Questionnaire. In case space provided is not adequate, the reply may be furnished separately under suitably numbered annexure /attachments duly referred against the comment/query.



The Compliance Statements/Queries are required to be categorically confirmed /answered by the bidder and the completely filled in Tech Questionnaire shall be submitted together with the Bid.

<b>Sl. No.</b>	<b>COMPLIANCE STATEMENT/ QUERY</b>	<b>MPC CONTRACTOR’S CONFIRMATION</b>
1	MPC contractor to note that the scope of supply / work consists of 2 (Two) units, which are located at different locations at Nadua and East Khagorijan, Assam. Confirm that all requirements for each location are taken care without any deviations.	



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Sl. No.	COMPLIANCE STATEMENT/ QUERY	MPC CONTRACTOR'S CONFIRMATION
2	<p>Confirm that all requirements as per tender documents including Terms of Reference, Design basis, Volume-II - technical documents and Codes &amp; Standards shall be complied without any technical deviation.</p> <p>Deviations, if any against the above mentioned documents shall be duly consolidated under deviation list and submitted for EPCM approval. In case no deviations are furnished, it shall be construed that MPC contractor's proposal is in total compliance to tender document requirements.</p>	
3	<p>Any deviations/deletions/corrections made elsewhere in the body of the bid (on specs etc.) other than deviation list will not be taken cognizance of and all such deviations shall be deemed to have been withdrawn by the MPC contractor. Confirm compliance.</p>	
4	<p>MPC contractor to confirm compliance to Piping Material Specifications and Valve Material Specifications given in the bid document.</p>	
5	<p>Equipment data sheets, performance data for the selected vendor/ equipment model shall be subject to OIL/EPCM consultant approval, during package engineering. Confirm compliance.</p>	
6	<p>Compliance of MOC for equipment / components as per Volume-II specifications or superior MOC if required for the package shall be offered.</p>	
7	<p>Confirmation for Gas engine Genset operation at the minimum load of 400kW.</p>	
8	<p>Dimension and no. of containers shall be complied in accordance with the overall plot plan attached in Volume-II of tender. Any change in the size of the container / equipment shall be submitted for EPCM approval during bidding stage. MPC contractor to confirm.</p>	
9	<p>Confirm to furnish filled up electrical load data sheet.</p>	



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<b>Sl. No.</b>	<b>COMPLIANCE STATEMENT/ QUERY</b>	<b>MPC CONTRACTOR'S CONFIRMATION</b>
10	Confirm that all electrical equipment shall be provided with valid type test certification from agency such as CMRI / BASEEFA / UL / FM / PTB / LCIE or equivalent.	
11	All FLP and WP cable glands shall be provided for each electrical equipment.	
12	The instruments that are not explicitly mentioned in the Vol-II but never the less required to fulfil the functional requirements shall be deemed to be included in the scope of MPC Contractor with no additional cost and time implication to the OIL.	
13	Confirm inclusion of Structural platforms, ladders / stairs, handrails, support etc.	
14	MPC contractor confirm to furnish the schedule of submission of drawings, documents during kick-off meeting after order placement. Drawing / documents schedule shall be in compliance with clause no.9 of Terms of reference.	
15	Confirm that MPC Contractor and Sub-vendor are meeting the equipment qualification criteria Requirements. Confirm Compliance.	
16	Confirm that all requirements as per Performance Guarantee shall be complied	
17	Confirm that warranty of each equipment are included in MPC contractor's scope of work.	
18	Confirm inclusion of Fire and Gas detectors along with Fire alarm and control panel	
19	Fire extinguishers shall be ISI approved / UL Listed, MPC contractor to Confirm compliance.	
20	Confirm that all Inspection & Tests as required for each equipment, as per Volume-II and Codes & standards referred are complied.	
21	Confirm that all consumables, chemicals, lubricants etc. for initial charge and for	

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<b>Sl. No.</b>	<b>COMPLIANCE STATEMENT/ QUERY</b>	<b>MPC CONTRACTOR'S CONFIRMATION</b>
	commissioning / PGTR have been included in the MPC contractor's proposal.	
22	Confirm that Erection & Commissioning Spares as required for each equipment have been included by the MPC contractor in his proposal. Further, in case any spare is consumed over and above the quoted commissioning spares during start-up/ commissioning, the same shall be supplied free of cost.	
23	MPC contractor shall obtain and submit the priced list of operation and Maintenance spares required for Two Year Normal Operation as recommended by the equipment manufacturer. Confirm Compliance.	
24	Confirm that Special Tools & Tackles, as required for each equipment have been included.	

**Bidder's Signatures, with Stamp and Date**

**END OF VOLUME-1 Part-III SECTION-1**

**&&&&&&**

**VOLUME I: COMMERCIAL**  
**PART III**  
**SECTION - 2**

**SPECIAL CONDITIONS OF CONTRACT**

**VOLUME I: COMMERICAL**  
**PART III**

**SECTION - 2**  
**SPECIAL CONDITIONS OF CONTRACT**

**1.0 GENERAL:**

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.

Notwithstanding the sub-division of the documents into these 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.

Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

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 the Contract shall be deemed to have included cost of such performance and provisions, so mentioned.

The materials, design, and workmanship shall satisfy the relevant Indian Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulates requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

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:

- Contract Agreement
- Letter of Award
- Schedule of Rates
- Terms of Reference and Technical Specifications.
- Drawings
- Technical/Material Specifications.
- Special Conditions of Contract.
- Instruction to Bidders
- General Conditions of Contract.
- Indian Standards

- Other applicable Standards

It will be the MPC Contractor's responsibility to bring to the notice of Consultant any irreconcilable conflict in the contract documents before starting the work (s) or making the supply with reference which the conflict exists.

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 Consultant, which will be binding on the Contractor.

## **2.0 SCOPE OF WORK:**

The scope of work in general includes scope of work specified in Technical Documents enclosed and Schedule of Rates enclosed in Commercial Section of the Bidding Document. Further, it includes any other work not specifically mentioned but required to complete the work as per specifications, drawings and instructions of Consultant.

Scope of work shall be read in conjunction with item description of Schedule of Rates and the Contractor's scope shall include all activities of work specified in the item description of Schedule of Rates.

Rates shall include all costs for the performance of the item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under 'Schedule of Rates' but is required to complete the work which could be reasonably implied/informed from the content of Bidding Document, the cost for carrying out such activity of work shall be deemed to be included in the item rate.

## **3.0 SCOPE OF SUPPLY:**

The Contractor shall supply modular power packages including all the materials, instruments, equipments, tools and tackles required for delivery of Power Generation packages in all respects as per the requirement enumerated in Technical Section of Bidding Document, at their sole cost and expense.

## **4.0 TIME SCHEDULE:**

The Work shall be executed strictly as per time schedule given in Annexure- I to SCC. The period of completion given includes the time required for delivery of packages in all respects to the satisfaction of the Consultant.

Project Execution Plan shall be prepared by the Contractor and approved by the Consultant. This programme will take into account the time schedule as mentioned above.

Weekly execution progress shall be reported to Consultant.

## **5.0 DRAWINGS AND DOCUMENTS:**

The drawings accompanying the bid document (if any) are of indicative nature and issued for bidding purpose only. Purpose of these drawing is to enable the

bidder to make an offer in line with the requirements of the Company. However, no extra claim whatsoever, shall be entertained for variation in the "Approved for Construction" and "Bid document drawings" regarding any changes/units.

The drawings and documents to be submitted by the Contractor to the Company after award of the work as per agreed DCI (Document Control Index)/MDS (Master Document Schedule) shall be for the Company/Consultant's approval, review, information and record. The Contractor shall ensure that drawings and documents submitted to the Company/Consultant's are accompanied by relevant calculations, data as required and essential for review of the document/drawings. The Company shall review the drawings/documents within two weeks from the date of submission provided the same are accompanied by relevant calculations, data as required and essential for review.

All documents and drawings including those of the Contractor, sub-vendors manufacturer etc. shall be submitted to the Consultant/ Company after having been fully vetted in detail, approved and co-opted by the Contractor & shall bear Contractor's seal/certifications to this effect. All documents/drawings & submissions made to the Company without compliance to this requirement will not be acceptable and the delay & liability owing to this shall be to the Contractor's account.

The review of documents and drawings by the Company shall not absolve the Contractor from his responsibility to meet the requirements of specifications, drawings etc. and liabilities for mistakes and deviations. Upon receiving the comments on the drawings/documents reviewed by the Consultant/Company, the Contractor shall incorporate the comments as required and ensure their compliance.

Copies of all detailed working drawing relating to the works shall be kept at the Contractor's Office and shall be made available to the Consultant/Company at any time during execution of the Contract. However, no extra claim whatsoever shall be entertained for any variation in the "approved/issued for construction drawings" and "tender drawings" regarding any changes/units unless otherwise agreed.

The Contractor shall rectify any inaccuracies, errors and non-compliance to contractual requirements. Any delay occurring on this shall not construe a reason for delay/ extension.

#### **6.0 FIRM PRICES:**

The quoted price shall remain firm and fixed till the completion of work except for the statutory variations of GST.



#### **7.0 GOVERNMENT OF INDIA NOT LIABLE:**

It is expressly understood and agreed by and between the Contractor and the Company that the Company 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 Company 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 Principles of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Company is 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, the Contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this Contract and covenants not to sue to Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement

#### **8.0 INTELLECTUAL PROPERTY:**

Neither the Company nor the Contractor nor their personnel, agents nor any sub-contractor shall divulge to any one (other than persons designated by the party disclosing the information) any information designated in writing as confidential and obtained from the disclosing party during the course of execution of the works so long as and to the extent that the information has not become part of the public domain. This obligation does not apply to information furnished or made known to the recipient of the information without restriction as to its use by third parties or which was in recipient's possession at the time of disclosure by the disclosing party. Upon completion of the works or in the event of termination pursuant to the provisions of the Contract, the Contractor shall immediately return to the Company all drawings, plans, specifications and other documents supplied to the Contractor by or on behalf of the Company or prepared by the Contractor solely for the purpose of the performance of the works, including all copies made thereof by the Contractor.

#### **9.0 ALTERATIONS IN DESIGNS, PLANS, DRAWINGS, SPECIFICATIONS ORDERS AND INSTRUCTIONS:**

- a.** The Consultant/ The Company shall have the power, by written notice to the Contractor at any time prior to or in the course of the execution of works or any part thereof, to alter or amend the specifications, orders and/or instructions or any of them by addition, omission, substitution or otherwise howsoever with or without altering or amending the plans, drawings and/or design and the Contractor shall carry out the related

work in accordance with such altered specifications, orders, instructions, plans, drawings and/or designs as the case may be, on mutually agreed terms and conditions in all respects.

**b. ALTERATION IN THE SCOPE OF WORK:**

The Company may, at any time(s) before or after the commencement of the work, by notice in writing issued to the Contractor, alter the scope of work by increasing or reducing the works or the jobs required to be done by the Contractor or by adding thereto or omitting there from any specific works or jobs or operations or by substituting any existing works or jobs or operations with other works or jobs and/or operations or by requiring the Contractor to perform any additional works in or about the job site, and upon receipt of such notice the Contractor shall execute the job(s) as required within the altered scope of work.

- c.** Notwithstanding anything else to the contrary If any change increases or decreases the cost or time required for Contractor's performance, then as soon as practicable, the Parties shall agree to an equitable adjustment to the agreed price and performance schedule as applicable. In no event may Contractor delay initial Work or the Work proposed by the Company initiated change while the parties settle issues of price or performance schedule, unless the value of all disputed change orders equals or exceed 5% of the original Purchase Order value, in which case Contractor shall be entitled to cease its performance until all unresolved change orders have been resolved. Notwithstanding anything else to the contrary Contractor shall not, without Company's prior written authorization, alter, substitute, or add to the Goods.

**10.0 TERMS OF PAYMENT:**

Basis and terms of payment for making "On Account Payment" shall be as set out in Annexure-II to SCC.

**11.0 TESTS AND INSPECTION:**

Materials to be supplied by the Contractor under the scope of work shall be inspected as per the detailed scope provided in the Technical Part of Bidding Document, by the Third Party Inspection Agencies (TPIA), from Company approved TPIA like SGS/TUV/BV/DNV/LR/IRS/RITES. The Inspection Charges/Fees shall be excluded from the Contract price

The Contractor shall carry out the various tests as enumerated in the technical specifications of this bid document and the technical documents that will be furnished to him during the performance of the work.

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.

The work is subject to inspection at all times by the Consultant/Company. 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.

Any work not conforming to execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carryout the rectifications at his own cost.

All results of inspection and tests will be recorded in the inspection reports, proforma of which will be approved by the Consultant. These reports shall form part of the completion documents.

Inspection and acceptance of work shall not relieve the Contractor from any of his responsibilities under this Contract.

## **12.0 QUALITY MANAGEMENT SYSTEM:**

Bidder shall include in his offer the Quality Assurance Programme containing the overall quality management and procedures, which is required to be adhered to during the execution of contract. After the award of the Contract detailed quality assurance programme shall be prepared by the contractor for the execution of the Contract for various works, which will be mutually discussed and agreed to.

The Contractor shall establish document and maintain an effective quality assurance system outlined in recognised codes.

Quality Assurance System plans/procedures of the Contractor 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 Engineering, Procurement, Fabrication, Testing, Preservation, Packing, Transportaiton and Supply to site. The quality assurance system should indicate organizational approach for quality control and quality assurance at all stages of work including at manufacture's works and dispatch of materials.

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

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 Consultant feels that the Contractor's QA/QC Engineer(s) are incompetent or insufficient, the Contractor has to deploy other experienced

Engineer(s) as per requirement and to the complete satisfaction of the Consultant.

In case the Contractor fails to follow the instructions of the Consultant with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the complete satisfaction of the Consultant.

The Contractor shall adhere to the quality of work as per laid down Specification elsewhere in the Bidding Document.

### **13.0 HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT:**

The Contractor, during entire duration of the Contract, shall adhere to agreed HSE plan.

### **14.0 COMPLETION DOCUMENTS:**

The following documents shall be submitted in hard binder by the Contractor/Sub-Contractor in 6 (Six) sets, as a part of completion documents. These will be in addition to those mentioned in General Conditions of the Contract.

- (i) Material Inspection/Test Report for supply of all materials
- (ii) TPI release notes and dispatch release notes by Consultant
- (iii) As built drawings
- (iv) Operation & Maintenance Manual of each power generation package
- (v) Commissioning Manual
- (vi) Any other drawing/document/report specified elsewhere in the bidding document.

### **15.0 COORDINATION WITH OTHER AGENCIES:**

Proper coordination with other agencies will be the Contractor's responsibility. In case of any dispute, the decision of Consultant shall be final and binding on the Contractor

### **16.0 TEST CERTIFICATES:**

The Contractor shall be required to submit recent Test Certificates for the materials being used in works from the recognised laboratories if additionally insisted. These certificates should indicate all properties of the materials as required in relevant BIS or International Standards.

### **17.0 RESPONSIBILITY OF MPC CONTRACTOR:**

It shall be the responsibility of the Contractor to obtain the approval for any revision and/or modifications decided by the Contractor from the Company/the Consultant before implementation. Also such revisions and/or

modifications if accepted/ approved by the Company/the Consultant shall be carried out at no extra cost to the Company. Any changes required during and/or after approval for detailed construction drawings due to functional requirements or for efficient running of system keeping the basic parameters unchanged and which has not been indicated by the Contractor in the data/drawings furnished along with the offer will be carried out by the Contractor at no extra cost to the Company.

The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the Contractor's responsibility and his rates for execution of work will be inclusive of supply of all these items.

**18.0 SINGLE POINT RESPONSIBILITY:**

The entire work as per Scope of Work covered under this contract shall be awarded on single point responsibility basis.

**19.0 COORDINATION WITH CONSULTANT:**

The Contractor shall coordinate with the Consultant, for his day-to-day activities and provide free access and assistance during the inspections and other activities to be carried out by the Consultant.

**20.0 DELAYS BY THE COMPANY OR ITS AUTHORISED AGENTS:**

No adjustment in Contract Price shall be allowed for reasons of any delays and extensions granted except as provided in Tender Document, where the Company reserves the right to seek indulgence of the Contractor to maintain the agreed Time Schedule of Completion.

**21.0 FAILURE BY THE CONTRACTOR TO COMPLY WITH THE PROVISIONS OF THE CONTRACT**

If the Contractor refuses or fails to execute the work or any separate part thereof with such diligence as will ensure its completion within the time specified in the Contract or extension thereof or fails to perform any of his obligation under the Contract or in any manner commits a breach of any of the provisions of the Contract it shall be open to the Company at its option by written notice to the Contractor:

- a. To determine the Contract in which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Company on that behalf, whereupon the Contractor shall stop forthwith any of the Contractor's work then in progress, except such work as the Company may, in writing, require to be done to safeguard any property or work, or installations from damage, and the Company, for its part, may take over the work remaining unfinished by the Contractor and complete the same through a fresh contractor or by other means, at the risk and cost of the Contractor, and any of his sureties if any, shall be liable to the Company for any excess cost



occasioned by such work having to be so taken over and completed by the Company over and above the cost at the rates specified in the schedule of quantities and rate/prices.

- b. Without determining the Contract to take over the work of the Contractor or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the Contractor. The Contractor and any of his sureties are liable to the Company for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/Rates, occasioned by such works having been taken over and completed by the Company.
- c. The whole or part of the Contract Performance Security furnished by the Contractor is liable to be forfeited without prejudice to the right of the Company to recover from the Contractor the excess cost referred to in the sub-clause aforesaid, the Company shall also have the right of taking possession and utilising in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the Contractor as may be necessary and the Contractor shall not be entitled for any compensation for use or damage to such materials, equipment and plant.
- d. The amount that may have become due to the Contractor on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of Contract or from the taking over of the work or part thereof by the Company as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the Contract, rest exclusively with the Contractor. This amount shall be subject to deduction of any amounts due from the Contractor to the Company under the terms of the Contract authorised or required to be reserved or retained by the Company.

Before determining the Contract as per above clauses, provided in the judgement of the Company, the default or defaults committed by the Contractor is/are curable and can be cured by the Contractor if an opportunity given to him, then the Company may issue Notice in writing calling the Contractor to cure the default within such time specified in the Notice.

The Company shall also have the right to proceed or take action as per above, in the event that the Contractor becomes bankrupt, insolvent, compounds with his creditors, assigns the Contract in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the Company to give any prior notice to the Contractor.

Termination of the Contract as provided for in the clauses above shall not prejudice or affect their rights of the Company which may have accrued upto the date of such termination.



**22.0 COMPLETION OF WORK:**

The Final Report of Completion of Work shall be issued by the Company against the written application of the Contractor after completion of successful PGTR. The issue of Completion Certificate/Report shall be considered as the completion of all the obligations of the Contractor under the Contract.

**23.0 WARRANTY /GUARANTEE:**

**Refer to clause 43 of ITB and General terms and Conditions (Volume-I Part-I)**

**24.0 DEFECT LIABILITY PERIOD:**

**Refer to clause 43 of ITB and General terms and Conditions (Volume-I Part-I)**

**25.0 PAYMENT & INVOICING PROCEDURE:**

The Company shall pay to the Contractor, during the term of the Contract, the amount due calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from the Company unless specifically provided for in this Contract. All payments will be made in accordance with the terms hereinafter described.

Payments due by the Company to the Contractor shall be made at the Contractor's designated bank account. All bank charges will be to their account.

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

The Contractor will require to submit all bills/invoices, other negotiating documents etc as applicable and as set out in Annexure Schedule of Payments.

The Company shall within 10 days of receipt of the invoice notify the Contractor of any item under dispute, specifying the reasons thereof, in which event, and payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion within 30 days subject to necessary approval. This will not prejudice the Company's right to question the validity of the payment at a later date.

The acceptance by the Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of the Contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.

The Contractor shall maintain complete and correct records of all information on which the Contractor's invoices are based up to 2 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query / objection. Any audit conducted by the Company of the Contractor's records, as provided herein, shall be limited to the Company's verification (i) of the accuracy of all charges made by the Contractor to the Company and (ii) that the Contractor is otherwise in compliance with the terms and conditions of this Agreement.

## **26.0 NIL Customs Duty and Concessional GST Applicable for Projects in ML/PEL Area**

1.0 Consequent upon implementation of GST w.e.f. 01.07.2017, various Office Ordered /Circulars and clarifications thereof have been notified by Govt. of India regarding applicability of exemption / concession on the Customs Duty as well as on GST for procurement of goods & services by OIL & ONGCL in connection with use in PEL/ML Areas for exploration purpose. The items eligible for NIL rate of Customs Duty and Concessional GST @5% are appended in the list as appended below.

2.0 In this regard, the following Govt. Notifications may also be referred:

- (a) Notification No. 3/2017-Integrated Tax (Rate) dated 28.06.2017 for IGST @5% (five percent) on procurement from Domestic / Indigenous Suppliers having interstate movement.
- (b) Notification No. 3/2017-Central Tax (Rate) dated 28.06.2017 for GST @5% (CGST+SGST) on procurement from Domestic / Indigenous Suppliers having intrastate movement.
- (c) Sl. No 404 and Chapter 84 of Notification No. 50/2017-Customs dated 30.06.2017 for NIL Rate of Customs Duty and IGST@5% on procurement from Overseas Suppliers (Imported Goods).

3.0 To avail benefit under above Government Notification, OIL needs to put up application for obtaining Essentiality Certificate (EC) from DGH. While applying for EC, following information are required to be furnished to DGH:

- Technical Justification of the ordered items regarding use of the item.
- Nature of operation under which the ordered items fall out of the following categories:
  - Production, Drilling, Logging, Seismic acquisition, Chemical, Reservoir, Geophysics, Geology, IT and Software
  - Area (specific ML / PEL area) where the item will be used as in the list, as furnished vide Annexure A, under which the ordered item falls.

## **27.0 PACKAGING**

1. Packing of goods must be sufficiently robust to withstand multiple handling during transit for delivery to their final destination so that contents do not get damaged. Protection of the plant and equipment against corrosion or deterioration must be given special attention. In case of foreign Bidders, the packing should be seaworthy.
2. Machined steel and iron parts are to be heavily greased /varnished as prevention against rust.
3. In the case of internal combustion engines, compressors and similar equipment, internal parts are to be sprayed with an inhibitor or water splitting preservative and all openings covered with tape to prevent ingress of water.
4. Boxes / Packing cases containing electrical / electronic equipment are to be waterproof lined.
5. All items must have their respective identification marks painted /embossed on them as per MM/GLOBAL/E-01/2005 (19)
6. Crates or boxes should have a list of items contained therein secured to the exterior by means of an enveloping piece of tin sheet nailed to the wood. A duplicate list should also be included inside the crate with the contents.
7. The Seller shall be responsible for damage of goods either in full or in part and for corrosion and/or deterioration of the plant and equipment during transit due to inadequate/insufficient packing or due to non-compliance with the above Para Nos. 1 to 4 depending upon the nature of items and as such shall be obligated to repair or replace the damaged goods or plant or equipment in full or in parts thereof, at free of cost to OIL within a time period stipulated by OIL.

## **28.0 DESPATCH**

### **28.1 Road Despatch**

- a) In the event of an order other than FOR Destination terms, the material will be required to despatch through OIL's approved transporters (which will be specified in the order) on "Door Delivery" basis.
- b) For orders placed on FOR Destination basis, the material will be required to despatch through reputed Bank approved transporters only on Door Delivery basis. In case OIL is required to collect the material from transporters godown, extra expenditure incurred thereof will be recovered from the Bidder/seller.

### **28.2 Rail Despatch:**

In case of Rail despatch, the Bidder will be fully responsible for arranging required railway wagons/rake. Tubular consignment will be despatched on open type wagons only. Height of the wagons should not exceed 4.6 metres.

**ANNEXURE- I TO SPECIAL CONDITIONS OF CONTRACT**

**TIME SCHEDULE**

<b>NAME OF WORK</b>	<b>TIME OF DELIVERY TO SITES</b>
<b>SUPPLY OF MODULAR POWER GENERATION PACKAGES NAMELY OCS AT NADUA AND GGS AT EAST KHAGORIJA</b>	<b>EIGHT MONTHS (8)</b>

**Note:**

1. The Time of delivery of modular power package at sites (Nadua and East Khagorijan), shall be reckoned from date of award of contract, which shall be the date of issue of Letter of Award (LOA).
2. The Time indicated is for delivery of Power Generation packages in all respects as per specifications, codes, drawings and instructions of Consultant.
3. Any delay in completion shall be subject to Liquidated Damages as defined in the bidding document, which shall be applicable.
4. 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)

## **ANNEXURE- II 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. GRAND TOTAL PRICE may be referred as Engineering, Procurement, Modular Package Construction (MPC) price and other charges to effect safe delivery of MPC packages at site and the associated service/works. MPC 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 MPC 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 to note that the Price as stated in Schedule of Rates/Price (Form SOR/P) shall be considered and shall form the Total Price payable under the Contract as the MPC Price before Goods & Service Tax. The GST as computed as per Para 5.5 of Price Bid Evaluation of BEC shall be added to the quoted MPC Price to ascertain the Total Contract Value (Price). The Spares for start-up/commissioning and mandatory spares required are in CONTRACTOR's scope and are included in their above quoted MPC Prices.
5. Bidder shall also furnish the Cost Break up of Schedule of Rates/Price as per Annexure II-A which will not be used for Price Evaluation purpose.
6. Bidder shall indicate foreign currency considered by them for overseas components.
7. Bidder shall ensure that prices quoted include the complete scope of supply in totality as below :
  - i) Engineering including but not limited to -
    - a) Detailed engineering including preparation of PFD, P&ID, Equipment & Piping layout, Package design, Piping design, Structural design, Electrical & Instrumentation engg. design,

- Engineering drawings for all items, based on Design Basis, Scope of work & Functional Specifications, Detailed fabrication drawings, MTO etc, for all Equipments/ Vessels and package systems.
- b) Provide document / drawings for obtaining statutory approvals for individual equipment / instrument.
  - c) Submission of list of BOM (Bill of materials) in soft and hard form against all materials & equipments supplied at OCS&GGS along with quantities, manufacturer details, technical specifications etc.
  - d) Submission of Quality assurance, Quality Control, Quality Plan and Inspection plan.
  - e) Submission of HSE Plan
- ii) Procurement and Supply including but not limited to -
- a) Procurement of all materials whatsoever required for the fabrication, supply of equipment along with associated piping, instrumentation. Structural platforms, ladders, support etc. within the specified battery limits and delivery of the complete system at site
  - b) Procurement and supply of package systems
  - c) Procurement and supply of Start-Up and Commissioning Mandatory spares
  - d) Fabrication of all items covered in Bid Package including Surface Preparation and Painting.
  - e) Packing, Transportation and supply of all items to site.
  - f) Inspection and expediting for procurement
  - g) Supply of all special tools and tackles as required.
  - h) Supervision during Commissioning.

- 8.** Title of Power Generation packages shall not be transferred by Contractor to OIL at the time of supply and brought to site, and shall be transferred by Contractor upon obtaining acceptance certificate from Consultant/Company.



**SCHEDULE OF RATES/PRICES (SOR/P) FOR MODULAR POWER GENERATION  
 PACKAGES AS DETAILED IN TERMS OF REFERENCE (TOR)**

**A. FOREIGN BIDDERS**

<b>DESCRIPTION</b>	<b>PRICE(A) IN FOREIGN CURRENCY</b>	<b>PRICE(B) IN INDIAN RUPEES</b>
<b>1.</b> Package Material Price covering Engineering, Construction of Modular Power Generation Packages including packing/forwarding and transportation upto port of shipment on FOB basis and the charges for Associated Services/Works		
<b>2.</b> Ocean Freight and Insurance (upto port of destination)		
<b>3.</b> Port Handling & Clearance		
<b>4.</b> In land Transportation, Insurance upto site and delivery		
<b>TOTAL (1 to 4)</b>		
<b>GRAND TOTAL (A+B)</b>		

**Note: Price quoted 1 to 4 above is exclusive of GST, which is extra as applicable**

**B.DOMESTIC BIDDERS**

<b>DESCRIPTION</b>	<b>PRICE(A)</b> IN FOREIGN CURRENCY	<b>PRICE(B)</b> IN INDIAN RUPEES
<b>1.</b> Package Material Price covering Engineering, Construction of Modular Power Generation Packages including packing/forwarding on Ex Work's basis and the charges for Associated Services/Works		
<b>2.</b> Freight, Insurance upto site and delivery at site		
<b>TOTAL (1 to 2)</b>		
<b>GRAND TOTAL (A+B)</b>		

**Note:** Price quoted 1 and 2 above is exclusive of GST, which is extra as applicable

**SCHEDULE OF PAYMENTS**

## **A. DOMESTIC BIDDERS**

### **FOR SUPPLY OF PACKAGES**

1. 10% of Package Material Price (SOR/P Item No. 1) against approval of documents and drawings identified in Contract at least in Code-2 and against placement of sub-order for specified major raw material (to be identified during kick off meeting, if not specified in bidding documents) and against submission of Advance Bank Guarantee (ABG) of equivalent amount.
2. 10% of Package Material Price (SOR/P Item No. 1) against identification of raw materials at Contractor's works (to be identified during kick off meeting, if not specified in bidding documents) and against submission of advance Bank Guarantee of equivalent amount.
3. 55% of Package Material Price (SOR/P Item No. 1) against submission of despatch documents (along with copy of LR/GR and IRN) together with full taxes, duties and transportation charges.
4. 2% of Package Material Price (SOR/P Item No. 1) on receipt of Final/As built Drawings/Documents/Data/Manual in requisite number of copies/sets/CDs as per VDR specified in bidding documents (to be identified during kick off meeting, if not specified in bidding documents)
5. 20% of Package Material Price (SOR/P Item No. 1) on successful completion of Commissioning and PGTR of the project works (by others)
6. Payment for item No. 2 in SOR/P shall be limited to quoted price against submission of relevant documents.

**Note:** If the payment is not claimed as per item No.1&2 above on account of non submission of ABG, the payment can be claimed for item no 1, 2&3 together against despatch documents. ABG submitted for payment of item No. 1&2 the same shall be returned after completion of activities in item No.4 above.

### **FOR ASSOCIATED SERVICES/WORKS**

1. Supplier's Services/Works: Supervision of Erection, Testing & Commissioning/ assistance during erection, Testing & Commissioning: 2% of Package Material Price (SOR/P Item No. 1) will be paid after PGTR.
2. Training: 1% of Package Material Price (SOR/P Item No. 1) on successful completion of Training as per bidding documents, duly certified by Consultant/Owner

**B. FOREIGN BIDDERS**  
**FOR SUPPLY OF PACKAGES**

1. 10% of Package Material Price (SOR/P Item No. 1) against approval of drawings, wherever required (identified in PO/ PR) at least in Code-2 and placement of sub-order for specified major raw material (to be identified during kick off meeting, if not specified in bidding documents) and against submission of advance Bank Guarantee of equivalent amount through Wire Transfer.
2. 10% of Package Material Price (SOR/P Item No. 1) against identification of raw materials at Supplier's works (to be identified during kick off meeting, if not specified in bidding documents) and against submission of advance Bank Guarantee of equivalent amount through Wire Transfer.
3. 55% of Package Material Price (SOR/P Item No. 1) against shipping documents through irrevocable Letter of Credit (L/C)
4. 2% of Package Material Price (SOR/P Item No. 1) on receipt of Final/As built Drawings/Documents/Data/Manual in requisite number of copies/sets/CDs as per VDR specified in bidding documents Through Wire Transfer
5. 20% of Package Material Price (SOR/P Item No. 1) on successful completion of Commissioning and PGTR of the project works (by others)
6. Payment for item No. 2, 3 and 4 in SOR/P shall be limited to quoted price against submission of relevant documents, through Wire Transfer.

**Note:1** In case Customs clearance and further transportation of material upto Project site is in the supplier's scope, 55% against shipping documents shall be split in 5% + 50% and 5% shall be paid after receipt of material at Project site through Wire Transfer.

**Note:2** If the payment is not claimed as per item no. 1 & 2 above on account of non submission of ABG, the payment can be claimed for item no. 1, 2 & 3 together against despatch documents through Wire Transfer for item no. 1 & 2 and through L/C for item no. 3. ABG submitted for payment of item No. 1 & 2 the same shall be returned after completion of activities in item No. 4 above.

**FOR ASSOCIATED SERVICES/WORKS**

1. Supplier's Services/Works: Supervision of Erection, Testing & Commissioning/ assistance during erection, Testing & Commissioning: 2% of Package Material Price (SOR/P Item No. 1) will be paid after PGTR. Payment through Wire Transfer
2. Training: 1% of Package Material Price (SOR/P Item No. 1) on successful completion of Training as per bidding documents, duly certified by Consultant/Owner. Payment through Wire Transfer.

**GENERAL NOTES:**

- (i) 1ST Milestone payment shall be released only after receipt of Performance Bank Guarantee (PBG)
- (ii) Prorata payments shall be applicable on dispatch of equipment. In case of equipment, prorata shall not be on part of equipment.
- (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) Payment to Indigenous SUPPLIER's shall be released through Electronic Clearing System (ECS) and to foreign SUPPLIERS, payments other than against shipping documents, i.e., for Site Work and Supervision/Training etc. shall be through Wire Transfer.
- (v) Irrevocable Letter of Credit shall be acceptable from foreign Suppliers in place of Advance Bank Guarantee as well as Performance Bank Guarantee.
- (vi) Irrevocable Letter of Credit (L/C) for payment to Foreign SUPPLIERS shall be established in favour of the supplier in a bank in his country, for an appropriate amount (in line with Payment Terms). L/C shall be opened within 60 days of receipt of acknowledgement of LOA and receipt of PBG (wherever applicable). In case confirmed L/C is insisted by supplier, L/C confirmation charges shall be to supplier'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.
- (vii) 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.
- (viii) All bank charges of respective bankers shall be to respective account.
- (ix) 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.
- (x) In case site is not available up to 6 (Six) months (wherever site work is applicable), after receipt of all supplies at site, the payment against the same shall be released on submission of additional Bank Guarantee of equivalent amount. The validity of the BG will be till the successful completion of Commissioning and PGTR of the project works (by others)

**ANNEXURE II- A: BREAK UP OF SCHEDULE OF RATES/PRICES (Not to be considered for Evaluation of Bid).**

<b>MPC1: Power Generation Package Module Cost Break Up Supply of Power Generation Package at OCS, Nadua and GGS, East Khagorijan</b>							
S No.	System / Descriptions	Estimated Quantity	In INR	Foreign currency	Engg, Fab cost(FOB)	CIF Cost	Total Price at Site(excl GST)
1	2	3	4 (i)	4 (ii)	5	6	7
A.1	GAS ENGINE GENERATOR						
A.2	DIESEL GENERATOR						



**[ANNEXURE - III TO SPECIAL CONDITIONS OF CONTRACT]**

**APPROVAL OF CONSTRUCTION SUB-CONTRACTOR**

**NOT APPLICABLE**

**[ANNEXURE - IV TO SPECIAL CONDITIONS OF CONTRACT]**

**QUALIFICATION & EXPERIENCE OF KEY SUPERVISORY PERSONNEL**

1. Project Director/ Project Manager: Engineering Graduate with 15years experiencein engineering or fabrication or construction experience in Upstream Oil and Gas Industry. Should have been having atleast two years project management experience previous
2. Lead Engineers (Process, Mechanical, Electrical, Instrumentation, Piping, and Structural): Engineering Graduate in respective branch and having at least 10 years engineering experience.
3. Procurement Manager: Engineering Graduate with atleast 10 years of procurement experience.
4. Fabrication Manager: Engineering Graduate with atleast 10 years of module fabrication experience.
5. HSE Officer: Graduate with 5 years experience in HSE job/Diploma in HSE having experience of minimum 7 years working as Safety Officer in engineering construction job.
6. QA/QC Manager: Engineering Graduate with 10years experience on QA/QC job/Diploma in engineering with 15 years of QA/QC job.

**[ANNEXURE - V TO SPECIAL CONDITIONS OF CONTRACT]**

**QUALITY MANAGEMENT SYSTEM**



**MPC CONTRACTOR TO SUBMIT THEIR QUALITY MANAGEMENT POLICY AND QUALITY  
MANUAL WITH QMS CERTIFICATE**

**[ANNEXURE - VI TO SPECIAL CONDITIONS OF CONTRACT]**

**HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT**

**MPC CONTRACTOR TO SUBMIT THEIR HSE MANAGEMENT POLICY AND HSE MANUAL  
WITH HSE CERTIFICATE**

**ANNEXURES TO BID PACKAGE**

 <b>ऑयल इंडिया लिमिटेड</b> <b>Oil India Limited</b>	<b>MODULAR PACKAGE CONTRACT (MPC-1)</b> <b>Engineering, Procurement, Fabrication and Supply of</b> <b>Modular Power Package</b> <b>for OCS, Nadua and GGS, East Khagorijan</b> IFB No. CPG8237P19	
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### **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,



 <b>ऑयल इंडिया लिमिटेड</b> <b>Oil India Limited</b>	<b>MODULAR PACKAGE CONTRACT (MPC-1)</b> <b>Engineering, Procurement, Fabrication and Supply of</b> <b>Modular Power Package</b> <b>for OCS, Nadua and GGS, East Khagorijan</b> IFB No. CPG8237P19	
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telecommunication, tele-control and other material required for platforms/ installations
10. Line pipes for flow lines and trunk pipelines including weight-coating and wrapping.
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

 <b>ऑयल इंडिया लिमिटेड</b> <b>Oil India Limited</b>	<p align="center"><b>MODULAR PACKAGE CONTRACT (MPC-1)</b>  <b>Engineering, Procurement, Fabrication and Supply of</b>  <b>Modular Power Package</b>  <b>for OCS, Nadua and GGS, East Khagorijan</b>  IFB No. CPG8237P19</p>	
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21. Wellhead and Christmas trees, including valves, chockes, 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.

## **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:**

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.

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.

If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption 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 co-operates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an External Independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

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

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

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

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

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

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

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

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

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

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

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

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends

to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

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

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

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

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

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

**5.** Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9 – Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from

future business dealings.

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

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

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

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

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.
2. The Bidder/Contractor undertakes to demand 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/Sub-contractors**



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

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

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

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

**3.** The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. 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. If the Management of the Principal 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 clauses provided in the main Tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.
- 2.** Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3.** If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
- 4.** Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

-----  
For the Principal

Place: Duliajan.  
Date : .

-----  
For the Bidder/Contractor

Witness 1 : .....

Witness 2 : .....

**ANNEXURE -C**  
**PROFORMA OF CONSORTIUM AGREEMENT**

**NOT APPLICABLE.**

## **ANNEXURE-D**

### **VENDOR SELECTION CRITERIA**

#### **1.0 GENERAL:**

- (i) The Package / Equipment / system (with all its sub-systems) as being offered / supplied should have been installed and operating satisfactorily in similar application for at least the period as mentioned in the individual package / equipment / system / sub-system (as collaborated by user certificate).
- (ii) The Package / Equipment / system should be supplied, engineered & tested from a factory from where the Package / Equipment / system / sub-systems as offered / supplied, engineered & tested/ have already been supplied and meet the criteria 1(i) above.
- (iii) All the activities including engineering should be carried out by the engineering firm which has carried out the similar activity in the past and meets the criteria 1(i) above.
- (iv) The system should be supplied by the manufacturer/authorized dealer in the fully engineered condition or should be supplied by the manufacturer's representative/ subsidiary (except basic engineering- refer responsibility chart and explanation given above) who have proper infrastructural facilities and meets the criteria 1(i) above.
- (v) The design life of the Package / Equipment / system shall be as mentioned in individual package.
- (vi) Vendor List for Package / Equipment / system is NOT provided elsewhere in the Bid package. For any Package / Equipment / system, the offered items for the same must meet the tender specifications and proven track record (PTR) requirement. The responsibility of ensuring the performance of these items as per tender specification is EPC responsibility. Any vendor who meets the vendor selection criteria such as EQC and PTR requirement shall be considered for this project and also for the items where selection criteria (like EQC, PTR) is not provided, in such cases vendor has to arrange for procurement by strictly complying to the tender specifications and the responsibility of ensuring the quality of these items as per tender specification is EPC responsibility.
- (vii) Vendors on Owner holiday list shall not be considered for ordering. Names of such vendors who are put on Owner "Holiday List" subsequent to vendor approval at bidding stage shall be informed to the EPC CONTRACTOR at any stage of the project. CONTRACTOR shall comply with this requirement without any time or cost implication to the OWNER.
- (viii) No obsolete equipment / package / system will be acceptable.
- (ix) The equipment selected shall be rugged in design and must be field proven. Prototype design or equipment of experimental nature or design undergoing testing etc. shall not be selected and supplied.
- (x) Any equipment/ package / systems offered by the vendor for this project

has to ensure that continued support services such as technical support, availability of spares etc. are provided for a period of at least 10 (ten) years from the date of commissioning.

## **2.0 MECHANICAL PACKAGE/ EQUIPMENTS**

### **2.1 CAPTIVE POWER PLANT (Gas Engine Generator):**

#### **2.1.1 EQUIPMENT QUALIFICATION CRITERIA (EQC)**

The vendor for the complete unit shall be an OEM /authorized packagers/ authorized dealer of Gas Engine driven Generating Set. The OEM/ authorized packagers/ authorized dealer of the proposed Gas Engine Generator shall have the adequate engineering, manufacturing, fabrication & testing facilities for the same.

The Gas Engine Generator model offered shall be from regular manufacturing range of the manufacturer, brand new and shall meet the following minimum service and manufacturing experience requirements.

The offered Gas Engine Generator package shall be of identical in type i.e. Model designation, Rating, Speed, Bore, Stroke, Displacement, No of Cylinder, Natural Gas Operation, Electrical Design etc. as compared to at least TWO UNITS designed, manufactured, tested and supplied from the proposed manufacturing plant. At least ONE of these units should be operating successfully in an onshore installation in India for at least 5 years intermittently or 8000 hrs continuously (including normal maintenance shutdowns such as filter/lube oil replacement etc.) as on the date of bidding with an additional clause of 25 years future design service life as on the date of commissioning at site.

The electrical efficiency of offered gas genset should not be less than 40% at site rated output at given gas composition and site conditions.

#### **2.1.2 PROVEN TRACK RECORD (PTR)**

Gas Engine Generator vendor shall complete the Experience Record Performance to amply prove that the Equipment offered meets the EQC for technical acceptance. Gas Engine Generator vendor may furnish additional information to justify that the EQC is being met. In addition, manufacturer's catalogue, customer names and addresses and general reference list for all the above equipment shall also be furnished along with the bid/proposal.

## **2.2 EMERGENCY DIESEL GENERATOR PACKAGE**

### **2.2.1 EQUIPMENT QUALIFICATION CRITERIA (EQC)**

The vendor for the complete unit shall be an OEM /authorized packagers/ authorized dealer of Diesel Engine driven Generating Set. The OEM/ authorized packagers/ authorized dealer of the proposed Diesel Engine Generator shall have the adequate engineering, manufacturing, fabrication & testing facilities for the same.

The Diesel Engine Generator model offered shall be from regular manufacturing range of the manufacturer, brand new and shall meet the following minimum service and manufacturing experience requirements.

The offered Diesel Engine Generator package shall be of identical in type i.e. Model no., number of cylinders, cylinder arrangement, Power rating, Speed, Service, Skid size, weight, type of Cooling arrangement, Materials, Mechanical Design etc. etc. to standard and field proven Diesel Gen-set packages at least TWO UNITS that have been designed, manufactured, tested and supplied from the said plant of the manufacturer and in their current range of supply. At least ONE of these units should be operating successfully in an onshore installation in India for at least 1 year without any major problem, as on the date of bidding with an additional clause of 25 years future design service life as on the date of commissioning at site.

Vendor shall also submit along with the proposal a general reference list of the offered type of diesel engine.

### **2.2.2 PROVEN TRACK RECORD (PTR)**

Package vendor shall complete the Experience Record Performance to amply prove that the Equipment offered meets the EQC for technical acceptance. Package vendor may furnish additional information to justify that the EQC is being met. In addition, manufacturer's catalogue and general reference list for all the above equipment shall also be furnished along with the bid/proposal.



## **2.3 PRESSURE VESSELS/ HEAT EXCHANGERS/ PUMPS/ MANUAL VALVES**

### **2.3.1 EQUIPMENT QUALIFICATION CRITERIA (EQC)**

The vendor for the complete unit/items shall be an OEM/ authorised packagers/authorised dealers of pressure vessels/heat exchangers/manual valves. The manufacturer/ packagers / dealers of the proposed items shall have adequate engineering, manufacturing & testing facilities for the same.

The pressure vessels/heat exchangers/manual valves model offered shall be from regular manufacturing range of the manufacturer and shall meet the following minimum service and manufacturing experience requirements.

The Offered equipment shall be identical in type i.e. Rating, Operation method, etc. as compared to at least TWO UNITS designed, manufactured, tested and supplied from the proposed manufacturing plant and at least ONE of these units shall have successfully operated in an onshore installation for at least 5 years of past operation.

For each category of valves, vendor to ensure that at least 2 units/category which is identical in type, rating, operating methodology etc., should have been designed, manufactured, tested and supplied from the proposed manufacturing plant. At least one unit/category should have been successfully operated for at least 5yrs of plant operation.

### **2.3.2 PROVEN TRACK RECORD (PTR)**

Pressure vessels/heat exchangers/pumps/ manual valves manufacturer shall complete the Experience Record Performance to amply prove that the Equipment offered meets the EQC for technical acceptance. Pressure vessels/heat exchangers/pumps vendor may furnish additional information to justify that the EQC is being met. In addition, manufacturer's catalogue and general reference list for all the above equipment shall also be furnished along with the bid/proposal.

### **2.3.3 OTHER REQUIREMENTS**

The vendor shall have total responsibility for the pressure vessels/heat exchangers/pumps being designed, fabricated and tested at the vendor's facility in accordance with the requirements of this specification, referenced codes, regulations, standards.

## **2.4 PLATES / PIPES / FLANGES / FITTINGS / GASKETS / FASTENERS**

For these items vendor has to arrange for procurement by strictly complying with the tender specifications and the responsibility of ensuring the quality of these items as per tender specification is EPC responsibility. A vendor who has supplied similar materials matching to this tender specification and as per codes & standards shall be accepted.

### 3.0 INSTRUMENTATION SYSTEM / SUB-SYSTEM

#### 3.1 REQUIREMENT FOR FIELD PROVEN QUALITY OF ITEMS

- 3.1.1** The system/sub-system/bought out items and services as offered should have been supplied and working satisfactorily for a period of minimum 8000 hrs. in a similar application.
- 3.1.2** The instrumentation selected shall be rugged in design and must be field proven. Prototype design or equipment of experimental nature or design undergoing testing etc. shall not be selected and supplied.
- 3.1.3** Following criteria must be applied before selecting a particular instrument item:
- For Instrument Items (Other than Systems)  
The instruments as being offered / supplied should have been operating satisfactorily in similar process conditions for at least 8000 hrs. in the last seven years.
  - For System Oriented Item  
The system (with all its sub-systems) as being offered / supplied should have been installed and operating satisfactorily in similar application for at least 8000 hrs. (as collaborated by user certificate).
- 3.1.4** Contractor is responsible to comply with the total scope of work indicated in the package regarding the Plant Control, Monitoring and Interlock system and meeting all the functional requirements specified in this package for the same, through hardware and software, during detail engineering. Accordingly the Bill of Material (BOM) is contractor's responsibility. Any Change, modification or addition necessary in the proposed BOM or scope of work necessary to achieve the functional requirements during detail engineering shall be carried out by contractor within the project schedule and without any implications.
- 3.1.5** Contractor shall be fully responsible for proper engineering, integration, installation, performance and operation of all equipments including I/O and marshalling racks, and bought-out items supplied by them (when integrated with the main system) as per the requirements.
- 3.1.6** Further the following are Contractor's scope/responsibility:
- 230 V AC UPS/230VAC Non UPS/24 V DC Power Distribution shall be prepared by contractor.
  - Spares as specified in the package are included.
  - BOM shall be finalized during detail engineering.
  - Contractor shall be bound to incorporate owner's comments in line with package requirements without any implication.
  - Contractor shall be responsible to engineer the system based on the inputs provided by owner. In case of any conflict or interpretational understanding owner decision shall be final.

- f) Functional Schematics and logic diagrams prepared by contractor to be furnished of Owner review before development of application software.
- g) Contractor shall be responsible to incorporate owner comments during engineering and demonstrate the same during integrated FAT.
- h) Contractor shall be responsible to incorporate all pre-commissioning and commissioning comments of owner.
- i) Contractor shall be responsible to involve sub-vendors for all engineering, engineering reviews, system definition and software definition meeting, drawing/document review meeting without any exception as per responsibility chart.
- j) It is contractor's responsibility to furnish instrument installation standards based on the base drawing furnished with this bid package.
- k) Contractor shall provide detailed System Architecture diagram in line with this package and indicating major hardware models and software loaded in each machine to meet the functional requirements of this package.
- l) Contractor shall provide all system related documentation and loop drawing complete with terminal numbers and locations before the system integrated factory acceptance.

#### 4.0 ELECTRICAL SYSTEM / SUB-SYSTEM

##### 4.1 4.1 REQUIREMENT FOR FIELD PROVEN QUALITY OF ITEMS

- 4.1.1** The system/sub-system/bought out items and services as offered should have been supplied from a vendor who has been supplying electrical items and services for last 5(five) years to any Govt./Semi-Govt./PSU/Public Limited Company and the model/item offered in the bid should have been working satisfactorily for a period of minimum 8000 hours in a single similar application.
- 4.1.2** The electrical item/ system/sub-system selected shall be rugged in design and must be field proven. Prototype design or equipment of experimental nature or design undergoing testing etc. shall not be selected and supplied.
- 4.1.3** Following criteria must be applied before selecting a particular electrical item:
  - a) For electrical Items (Other than Systems)  
The electrical items being offered/supplied should have been operating satisfactorily in similar process conditions for at least 8000 hrs. in a single application in last seven years.
  - b) For System Oriented Item

The system (with all its sub-systems) as being offered / supplied should have been installed and operating satisfactorily in similar application for at least 8000 hrs. (as collaborated by user certificate).

- 4.1.4** Contractor is responsible to comply with the total scope of work indicated in the package regarding the Plant Control, Monitoring and Safety Interlock system and meeting all the functional requirements specified in this package for the same, through hardware and software, during detail engineering. Accordingly the Bill of Material (BOM) is contractor's responsibility. Any Change, modification or addition necessary in the proposed BOM or scope of work necessary to achieve the functional requirements during detail engineering shall be carried out by contractor within the project schedule and without any cost/time implications.
- 4.1.5** Contractor shall be fully responsible for proper design, engineering, integration, installation, performance and operation of all electrical equipment including switch gear panels/racks and bought-out items supplied by them (when integrated with the main system) as per the requirements.
- 4.1.6** Further the following are Contractor's scope/responsibility:
- a) 230 V AC UPS/230VAC Non UPS/24 V DC Power Distribution shall be prepared by contractor.
  - b) Spares as specified in the package are included.
  - c) BOM shall be finalized during detail engineering.
  - d) Contractor shall be bound to incorporate owner's comments in line with package requirements without any implication.
  - e) Contractor shall be responsible to engineer the system based on the inputs provided by owner. In case of any conflict or interpretational understanding owner decision shall be final.
  - f) Functional Schematics and diagrams prepared by contractor are to be furnished for Owner's review before development of application software.
  - g) Contractor shall be responsible for incorporation of owner's comments during engineering and demonstrate the same during integrated FAT.
  - h) Contractor shall be responsible for incorporation of all pre-commissioning and commissioning comments of owner.
  - i) Contractor shall be responsible for involvement of sub-vendors for all engineering, engineering reviews, system definition and software definition meeting, drawing/document review meeting without any exception as per responsibility chart.
  - j) It is contractor's responsibility to furnish instrument installation standards based on the base drawing furnished with this bid package.
  - k) Contractor shall provide detailed Single Line diagram in line with this package and indicating major hardware models and software loaded in each machine to meet the functional requirements of this package.

l) Contractor shall provide all system related documentation and loop drawing complete with terminal numbers and locations before the system integrated factory acceptance.

**4.1.7** In addition to the above, the Contractor shall also ensure the electrical equipment/accessories/bought out items to be supplied conform to the statutory safety norms as detailed in (Indian) Central Electricity Authority Regulations (Measures relating to Safety and Electric Supply)- 2010 and (Indian) Oil Mines Regulations-2014, with latest amendments.

**4.1.8** As per present statutory norms and CEA regulations minimum electrical safety issues are required to be addressed.

- a) Earth leakage protection devices to be used in every motor starter or supply feeder so as to trip the incomer to that motor starter or supply feeder instantly on the occurrence of earth fault or earth leakage current. ELCB shall be used for all power feeders up to 63A rating and motor feeders upto 7.5kW rating. For rating higher than these CBCT, earth leakage relay and timer along with indication lamps shall be provided.
- b) Resistance Grounding system for generator neutral to limit the ground fault current to 750 mA in installations of voltages exceeding 250 V up to 1100 V [CEA Regulation # 100]. Since generator neutral will be resistance grounded, neutral will not be used throughout the system. In case the neutral is required, it shall be generated through the employment of a separate unity isolation transformer (415/415, Dyn11).
- c) Voltage shall not exceed 240V between phases used for lighting purpose. This has to be done by employing 415/240 V phase-to-phase lighting transformer. [CEA Regulation # 102 (ii) (b)]
- d) Remote Push Button Station for starting of motors shall be intrinsically safe and remote starter control supply voltage shall not exceed 30 Volts. [CEA Regulation # 102 (iv) & 110 (4) (i)].

## **4.2 AREA CLASSIFICATION AND EQUIPMENT SELECTION**

Irrespective of the extent of hazardous areas, electrical equipment used in these areas shall invariably be of FLP type-‘d’ (Flameproof/Explosion-proof only). For flameproof enclosure located in hazardous areas, Gas group classification i.e. IIA and IIB will be as per IS: 2148.

## **5.0 CEMENT AND STRUCTURAL STEEL : NOT APPLICABLE**

END OF VOLUME 1 PART-III SECTION-2  
&&&&&&&&



**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**

**INR/ Foreign Currency**

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

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

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

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.

**PROFORMA-B**

**BIDFORM**

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

Sub: IFB No. CPG8237P19

Gentlemen,

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

We undertake, if our Bid is accepted, to commence the work within (\_\_\_\_\_) days calculated from the date both parties have signed the Contract.

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

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

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

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

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

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

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

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

Seal of the Bidder:

**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

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

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

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

Seal of the Bidder:

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

**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. KNOW ALL MEN BY these presents that we (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "Bank") are bound unto the Company in the sum of (\*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this \_\_\_\_ day of \_\_\_\_ 2018.

THE CONDITIONS of these obligations are:

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

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

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



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

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

Witness \_\_\_\_\_

Address \_\_\_\_\_

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

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

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

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

\*\* Date of expiry of Bank Guarantee should be 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.

**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:

- 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.

**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 General Conditions of this Contract;
  - (b) Part III Section - 1 indicating the Terms of Reference;
  - (c) Part III Section - 2 indicating the Special Terms & Condition;
  - (d) Part III Section- 2 indicating the 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.
4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)

for and on behalf of Contractor  
(M/s. \_\_\_\_\_)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

**PROFORMA-G**

**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. -----

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



**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. -----

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.

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

1-13 Bank account number : \_\_\_\_\_

1-14 GST Registration number : \_\_\_\_\_

1-15 GST Range : \_\_\_\_\_

1-16 GST Division : \_\_\_\_\_

1-17 PAN/Tax Identification No. : \_\_\_\_\_

**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

SNo	Name& Description of Work	WO No & Date	WO Value	Completion Certificate & Date	Completion Date	Executed Value (excluding tax)

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

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



**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.

**PROFORMA-K**

**CONTRACT EXECUTION PLAN**

The execution of the contract includes Engineering, Procurement, Fabrication/Construction of Power Generation packages and Transportation of Power Generation packages to site.

OIL/Consultant will receive the packages at site (in presence of package supplier representative).

Others will install/erect the Power Generation packages at site. Necessary documentation for installation of packages shall be provided by MPC contractor.

Further MPC contractor/ package supplier has to guarantee Performance Guarantee Test Run (PGTR) of the Power Generation packages he is supplying.

The technical specification and details for constructing/ fabricating Power Generation packages are enclosed in the Vol-II of the tender document.

MPC contractor has to provide a detailed level 4 schedule in MS Projects / Prime Vera, detailing all the activities of the contract. This shall be part of the bid.

**PROFORMA-L**

**DETAILS OF SIMILAR WORK COMPLETED DURING LAST FIVE YEARS.**

If the Bidder is a Gas Engine Generator manufacturer and having in-house packaging facility:

1. Bidder must have supplied at least TWO nos of identical type, equal or higher Rating, with Natural Gas Operation, Gas Engine Generator in the last Five years for onshore or offshore Hydrocarbon Processing Plant, Hydrocarbon Installation, Refineries, Petrochemical Industries and pipeline transmission. Such supplied Gas Engine Generator must also be from the same proposed manufacturing plant.
2. Bidder shall provide performance certificate from the end user for a minimum period of two years or 5000 hrs satisfactory operation at site as on bid due date for at least one of the supplied Gas Engine Generator.

If the Bidder is a Gas Engine Generator Packager:

1. Bidder / packager must have supplied at least TWO nos of identical type, equal or higher Rating, with Natural Gas Operation Gas Engine Generator in the last Five years for Hydrocarbon Processing Plant, Hydrocarbon Installation, Refineries, Petrochemical Industries and pipeline transmission. Such supplied Gas Engine Generator must also be from the same proposed packaging plant.
2. Bidder / packager shall provide performance certificate from the end user for a minimum period of two years or 5000 hrs satisfactory operation at site as on bid due date for at least one of the supplied Gas Engine Generator.

The Bidder should have executed and completed one similar work of minimum value INR 10.83 Cr / US \$ 1.67 Million in previous 5 (FIVE) years reckoned from the date for submission of bid.

Provide details of similar works done in the last seven years, satisfying the above conditions.

Sl No	Name & Description of Work	WO No & Date	WO Value	Completion Certificate & Date	Completion Date	Executed Value (excluding tax)

**PROFORMA-M**

**PROJECT SCHEDULE FOR COMPLETION OF MAJOR ACTIVITIES**

The scheduled timeframe for delivery of Power Generation package at OCS Nadua and GGS East Khagorijan is Eight months (8) from the date of issue of LOA.

MPC Contractor shall provide a detailed schedule (prepared in MS Projects / Prime Vera) highlighting major activities involved from engineering till delivery of packages at sites.

**PROFORMA N**

**1. DETAILS OF P.F. & ESI REGISTRATION (As Applicable)**

Bidder to furnish details of Provident Fund Registration and ESI Number:

PF REGISTRATION NO. :

DISTRICT & STATE :

ESI NO. :



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).

SIGNATURE OF BIDDER :\_\_\_\_\_

NAME OF BIDDER :\_\_\_\_\_

COMPANY SEAL :\_\_\_\_\_





 <b>ऑयल इंडिया लिमिटेड</b> <b>Oil India Limited</b>	<b>MODULAR PACKAGE CONSTRUCTION (MPC-1)</b> <b>Engineering, Procurement, Fabrication and Supply of</b> <b>Modular Power Package</b> <b>for OCS, Nadua and GGS, East Khagorijan</b> IFB No. CPG8237P19	 <b>KAVIN™</b>
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**PROFORMA-O**

**REPLY TO COMMERCIAL QUESTIONNAIRE**

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 SUPPLY" mentioned in the Bidding Document.  Please note that scope of supply 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.	

 <b>ऑयल इंडिया लिमिटेड</b> <b>Oil India Limited</b>	<b>MODULAR PACKAGE CONSTRUCTION (MPC-1)</b> <b>Engineering, Procurement, Fabrication and Supply of</b> <b>Modular Power Package</b> <b>for OCS, Nadua and GGS, East Khagorijan</b> IFB No. CPG8237P19	
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Sr. No.	Commercial Query	Bidder's Reply / Confirmation
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	DELETED	
11	Confirm that proposed fabrication facility is having qualified managerial and supervisory personnel having sufficient experience. .	
12	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 or any other safety measures to be undertaken for the execution of Work are included in the quoted price.	
13	Please confirm that all safety rules & regulations as mentioned in Bidding Document shall be adhered by bidder within quoted price.	
14	DELETED	
15	Confirm the following: “The planning schedule, S-curves, manpower estimates, construction equipment deployment schedule etc; submitted by the bidder with his bid, are indicative and shall not be basis for extra	

**MODULAR PACKAGE CONSTRUCTION (MPC-1)**  
**Engineering, Procurement, Fabrication and Supply of**  
**Modular Power Package**  
**for OCS, Nadua and GGS, East Khagorijan**  
 IFB No. CPG8237P19

Sr. No.	Commercial Query	Bidder's Reply / Confirmation
	<p>compensation in case actual needs are higher.</p> <p>Detailed planning schedule developed by MPC CONTRACTOR after Contract award may be subject to fluctuations depending upon actual progress of the project.</p> <p>Notwithstanding the above provision, the bidder shall submit these details in accordance with the volume of work which may be reviewed and commented by us during pre award stage / post award stage.</p>	
16	Please furnish the biodata of key personnel including nominated Project Director/ Project Manager, Engineering Manager, Engineering Co-ordinator, Purchase Manager, QA / QC Manager, etc. These will be reviewed and approved by CONSULTANT	
17	Please confirm that all chemicals, consumables etc. required for initial charge as per provision of Bidding document shall be supplied by the MPC CONTRACTOR.	
18	DELETED	
19	Please confirm, you shall submit PACKING LIST, conforming bid requirement.	
20	Please confirm that your bid is valid for 120 days from the date of closing of bid.	
STAMP AND SIGNATURE OF BIDDER		

**PROFORMA-P**

**INCOME TAX PAN NUMBER PF REGISTRATION NUMBER (AS APPLICABLE)**  
**TO BE PROVIDED BY THE BIDDER**

**PROFORMA-Q**

**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

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) National small scale industries corporation (NSIC) registration certificate

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.

Submitted

☐

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

☐
☐

Submitted	Not Applicable
(19.0) Integrity pact duly signed and stamped	<input type="checkbox"/>
Submitted	
(20.0) Quality manual, sample audit report as per QMS section and safety assurance plan	<input type="checkbox"/>
Submitted	
(21.0) Information about Tenderer and details of similar work done	<input type="checkbox"/>
Submitted	
(22.0) Details of tool, tackles & equipment available with tenderer for use in this work	<input type="checkbox"/>
Submitted	
(23.0) Manpower estimation for job, deployment chart with bio-data / Experience / qualification of all supervisory staff	<input type="checkbox"/>
Submitted	
(24.0) Certificate of approval for compliance to ISO:9001 standard submitted by contractor	<input type="checkbox"/>
Submitted	
<b>CONFIRM THE FOLLOWING:</b>	
(1.0) All pages of the bid have been page numbered in sequential manner.	<input type="checkbox"/>
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.	<input type="checkbox"/>
YES	
(3.0) Declaration By Bidder Regarding Directors Of The Company	<input type="checkbox"/>



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 : \_\_\_\_\_

**PROFORMA-R**

**DECLARATION BY BIDDER**

**NOT APPLICABLE**

**PROFORMA-S**

**DECLARATION OF BIDDER REGARDING BLACK LISTING/ HOLIDAY LISTING**

**MPC BIDDER SHALL PROVIDE SELF DECLARATION**

**\*\*End of VOLUME 1 PART-III SECTION-2\*\***