



**Oil India Limited**  
(A Govt. of India Enterprise)  
P.O. DULIAJAN, DIST. DIBRUGARH,  
ASSAM, INDIA, PIN-786 602

**PROJECTS DEPARTMENT**  
**TEL: (91) 374-2807207**  
**E-mail: [prodproj@oilindia.in](mailto:prodproj@oilindia.in)**  
**Website: [www.oil-india.com](http://www.oil-india.com)**

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OIL'S e-TENDER NO. CPI8865L19 for hiring of Services for Engineering and Project Management Consultancy (EPMC) services for construction of 04 (four) Water Injection Station in OIL's operational area near Duliajan, Assam. OIL in this connection has floated the above Limited e-Tender through OIL's e-procurement site addressing to following 06 (six) parties:

- (i) M/s TRIUNE ENERGY SERVICES PVT. LTD.
- (ii) M/s TATA CONSULTING ENGINEERS LIMITED,
- (iii) M/s KAVIN ENGINEERING AND SERVICES PVT.LTD.
- (iv) M/s EPC CONSTRUCTIONS INDIA LIMITED
- (v) M/s RICHARD DESIGN SERVICES INDIA PVT. LTD.
- (vi) M/s ENGINEERS INDIA LIMITED

However, other interested Service Providers, who can meet the 'Qualifying criteria' as indicated in this tender, may apply for issue of Tender documents. Such application must reach Projects Department, Duliajan on or before 27.08.2018 (up to 15:30 Hrs IST). The application must be complete in all respects and the same should accompany all the requisite documents at one go as indicated in Bid Evaluation Criteria (BEC) as per Part-2 of the tender, failing which the application will be considered as incomplete/rejected and the party will not be permitted to participate against the Tender.

Late application will not be entertained. Company shall not be responsible for any postal delay/transit loss. Timely delivery of the Application complete with requisite documents shall be the sole responsibility of the Applicant.

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**FORWARDING LETTER**

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

**Sub: IFB No. CPI8865L19 for hiring of Services for Engineering and Project Management Consultancy (EPMC) services for construction of 04 (four) Water Injection Station in OIL's operational area near Duliajan, Assam**

Dear Sirs,

**1.0 OIL INDIA LIMITED (OIL)**, a “Navaratna” Category, Government of India Enterprise, (herein after also referred 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 the nearest Airport being at Dibrugarh, 45 km away.

OIL intends to construct four (04) Water Injection Station (WIS) at GCS#6, WIS#240, WIS#208 & WIS#21 (Dibrugarh District) in Assam under Improved Oil Recovery (IOR) . The Water Injection Stations GCS#6, WIS#240, WIS#208 & WIS#21 are located at a distance of 12Km, 10Km, 18 Km & 3 Km respectively from Duliajan. The installation will be constructed as per functional specifications of various process packages.

**2.0** In this connection, OIL invites Competitive Bids from competent and experienced Indigenous bidders through OIL's e-procurement site for hiring of Services for **Engineering and Project Management Consultancy (EPMC)** for construction of Water Injection Station at GCS#6, WIS#240, WIS#208 & WIS#21 engaging an EPC (Engineering Procurement Construction) contractor.

Complete set of Bid Documents covering OIL's IFB for hiring of Engineering and Project Management Consultancy (EPMC) services is uploaded in OIL's e-procurement portal. Bidders are invited to submit their most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are:

(i)	IFB No./ E-Tender No.	:	<b>CPI8865L19</b>
(ii)	Type of Bidding	:	National Competitive Bidding (NCB)
(iii)	Tender Fee	:	Not applicable ( Limited Tender)
(iv)	Period of Sale	:	Not applicable ( Limited Tender)

(v)	Bid Closing Date & Time	:	06/09/2018 at 11:00 Hrs. (IST)
(vi)	Technical Bid Opening Date & Time	:	06/09/2018 at 14:00 Hrs. (IST)
(vii)	Priced Bid Opening Date & Time	:	To be intimated to the Technically & Commercially acceptable bidders at a later date.
(viii)	Bid Submission Mode	:	E-tendering through OIL's e- tendering portal.
(ix)	Bid Opening Place	:	<b>Office of CGM-Projects Projects Department, Oil India Limited, Duliajan -786602, Assam, India.</b>
(x)	Bid Validity	:	120 days from the bid closing date
(xi)	Completion Period	:	32 Months from the Date of Letter of Award (LOA)
(xii)	Bid Security Amount	:	Rs. 25,21,200
(xiii)	Bid Security Validity	:	150 days from the bid closing date
(xiv)	Original Bid Security to be submitted	:	Office of GM(Projects-C&P) PROJECTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
(xv)	Original authenticated documents to be submitted by bidder towards meeting the Bid Qualifying Criteria to	:	Office of GM(Projects-C&P), PROJECTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
(xvi)	Amount of Performance Security	:	For Successful Completion & covering the Defect Liability Period: -10% of the total annualized Contract Value.
(xvii)	Validity of Performance Security	:	For Successful Completion & covering the Defect Liability Period: - Up to 90 days beyond the Defect Liability Period of one year from the date of commissioning.
(xviii)	Duration of the Contract	:	32 Months from the Date of Letter of Award (LOA) Plus the Defect liability period.
(xix)	Quantum of Liquidated Damage for Default in Timely completion	:	Refer to Clause No. <b>19.0</b> of Part-3, Section-I, General Conditions of Contract (GCC)
(xx)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial un-priced Bid.
(xxi)	Bids to be addressed to	:	GM(Projects-C&P), PROJECTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
(xxii)	Date and Venue of Pre-Bid Conference	:	21/08/2018 Kolkata
(xxiii)	Date of receipt of Queries	:	17/08/2018 up to 15.30 Hrs. (IST)

**2.1** This Tender has been restricted to the below mention short-listed parties on limited tender basis:

- (i) M/s TRIUNE ENERGY SERVICES PVT. LTD.
- (ii) M/s TATA CONSULTING ENGINEERS LIMITED,
- (iii) M/s KAVIN ENGINEERING AND SERVICES PVT. LTD.
- (iv) M/s EPC CONSTRUCTIONS INDIA LIMITED
- (v) M/s RICHARD DESIGN SERVICES INDIA PVT. LTD.
- (vi) M/s ENGINEERS INDIA LIMITED

The short-listed prospective Bidders to whom USER-ID and initial PASSWORD have been e-mailed in regard to this particular Tender are requested to upload their most competitive Bids (Techno-commercial Bid as well as Priced Bid) on-line under single stage two bid system through OIL's e-Tendering Portal up to 11:00 hrs (IST)(Server Time) on the bid closing date as mentioned in the e-portal.

The interested Vendors who are not short-listed should submit their applications together with relevant documents to establish their credential in terms of BRC/BEC, to the General Manager (Projects- C&P), Projects Department, OIL INDIA LIMITED, DULIAJAN – 786602, ASSAM, INDIA showing full address (clearly indicating their e-mail ID), within the above mentioned time line during office hours only. On receipt of application & requisite documentary evidences as above, if found acceptable will be allowed to participate in the tender through OIL's e-Procurement portal along with the other vendors/bidders short-listed earlier.

### **3.0 INTEGRITY PACT :**

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

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

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

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

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4.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly.

**In case of loss of the certificate, Oil India Limited (OIL) is not responsible.**

4.5 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view and download the available open tenders. **The detailed guidelines are available in OIL's e-procurement site (Help Documentation).** (Note: Important Points for on-line Payment can be viewed at Oil India's website at URL: <http://oil-india.com/pdf/ETenderNotification.pdf>). 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.

## **5.0 QUERIES/ CLARIFICATIONS ON THE TENDER:**

The prospective bidders shall submit their queries/clarifications against the tender through E-mail/Fax/Courier addressed to GM(Projects-C&P), Projects Department, Oil India Limited, Duliajan, Assam- 786602 Email: [shantanukr\\_gogoi@oilindia.in](mailto:shantanukr_gogoi@oilindia.in); [prodproj@oilindia.in](mailto:prodproj@oilindia.in)

## **6.0 IMPORTANT NOTES:**

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

i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.

ii) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

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

iv) **ERRING/DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, 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.

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

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

vii) The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender portal. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in **"Technical Attachments" Tab only. Bidders to note that no price details should be uploaded in "Technical Attachments" Tab Page. Details of prices as per Price Bid format/Priced bid to be uploaded under "Notes & Attachments" tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria mentioned in Clause 1 of Commercial – Bid Submission of part 2- Bid Rejection and Bid Evaluation Criteria.**

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

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

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

### Note

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

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

RFx Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions Technical Attachments

▼ Notes

Clear

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

▼ Attachments

▼ cFolder Attachments

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

b) Uploading of Price Bid:

RFx Response - Internet Explorer

RFx and Auctions | History Back Forward

Edit RFx Response:

Submit Read Only Print Preview Check Technical RFx Response Close Save Delete Verify Signature Sign Response Refresh Smartform System Information Create Memory Snapshot

RFx Response Number 60032949 RFx Number SDIO66P17 Status Saved Submission Deadline 28.02.2017 11:00:00 INDIA Opening Date 28.02.2019 11:00:00 INDIA Remaining Time 4 Days 01:50:00  
 RFx Owner BHARALI Total Value 0.00 INR RFx Response Version Number Active Version RFx Version Number 2

RFx Information Items Notes and Attachments Conditions Summary Tracking

▼ Notes

Add Clear

Assigned To	Category	Text Preview

▼ Attachments

Go to this Tab **"Notes and Attachment"** for Uploading "Price Bid".

c) After Uploading of Price bid Click 'Save'. Once saved, the Data will be encrypted & the Encryption Certificate will be in use.

RFx Response - Internet Explorer

RFx and Auctions | History Back Forward

Edit RFx Response:

Submit Read Only Print Preview Check Technical RFx Response Close **Save** Delete Verify Signature Sign Response Refresh Smartform System Information Create Memory Snapshot

RFx Response Number 60032949 RFx Number SDIO66P17 Status Saved Submission Deadline 28.02.2017 11:00:00 INDIA Opening Date 28.02.2019 11:00:00 INDIA Remaining Time 4 Days 01:19:48  
 RFx Owner BHARALI Total Value 0.00 INR RFx Response Version Number Active Version RFx Version Number 2

RFx Information Items Notes and Attachments Conditions Summary Tracking

▼ Notes

Add Clear

Assigned To	Category	Text Preview

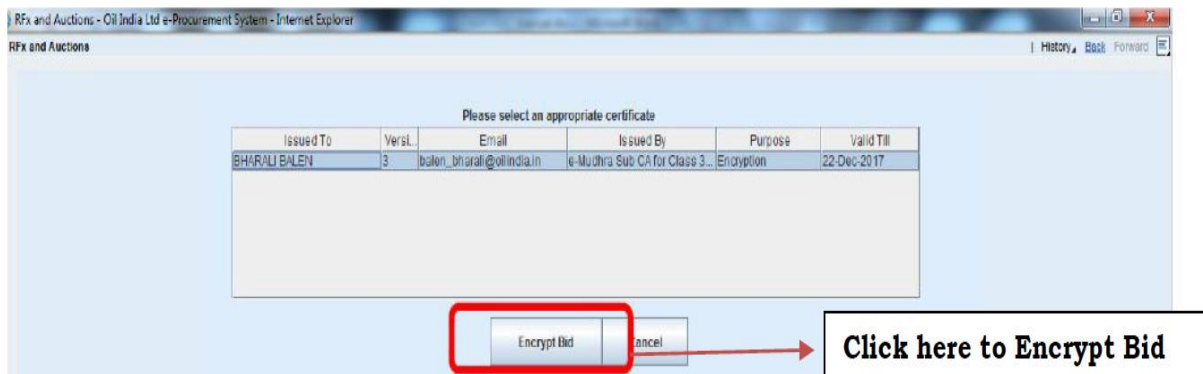
▼ Attachments

Sign Attachment Add Attachment Edit Description Delete Create Qualification Profile

Assigned To	Category	Description	File Name	Version	Processor	Checked Out	Type	Size (KB)	Changed by	Changed on
Document Header	Standard Attachment	PRICE BID	PRICE_BID.xls.sig	1		<input type="checkbox"/>	sig	10	V210445	24.02.2017

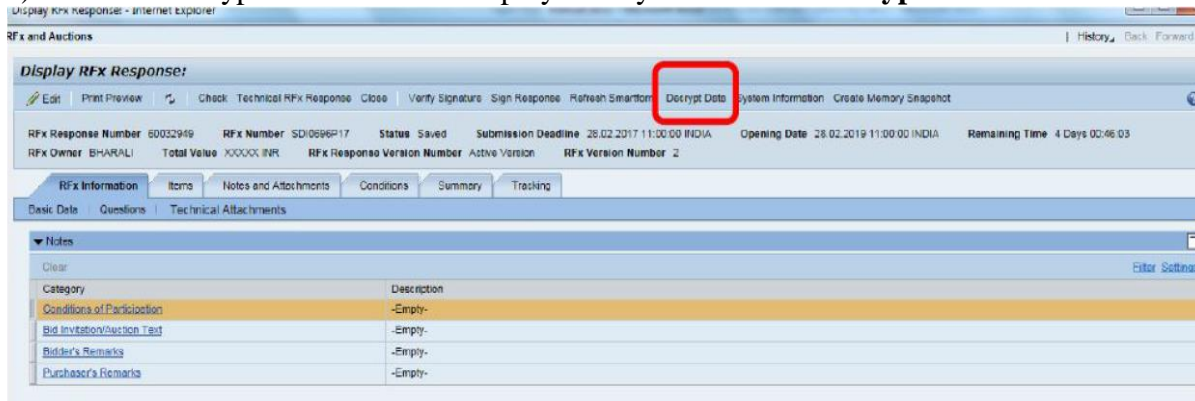
d) Click to select the desired Encryption certificate & Encrypt Bid:



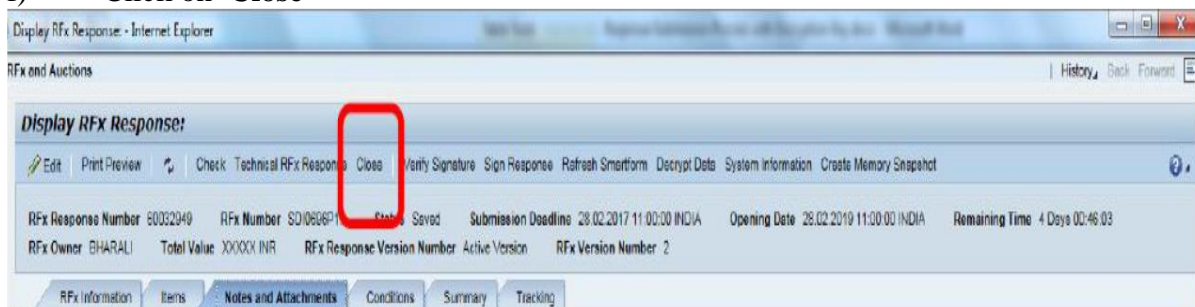


The Encrypted Data will be displayed only when click 'Decrypt data'

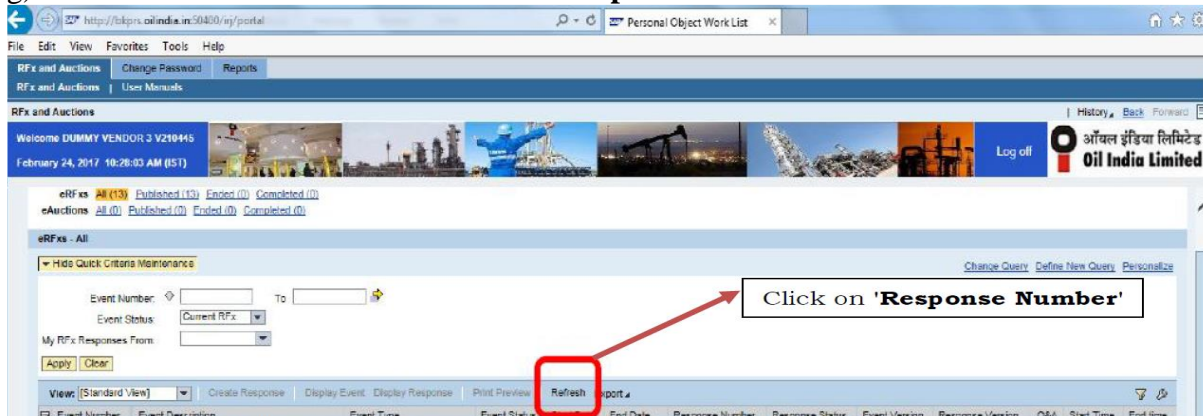
e) The Encrypted Data will be displayed only when click 'Decrypt data'



f) Click on 'Close'



g) Click on 'Refresh'. Then Click on 'Response No.'



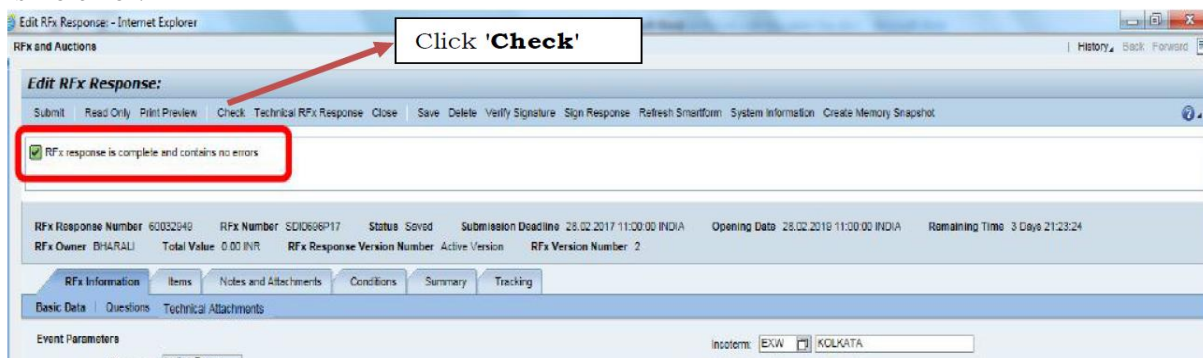
Now uploading part is complete. Bidders are requested to go to the initial screen. It is always better to come to the first screen and refresh the page and then going in into the response for the submission process.



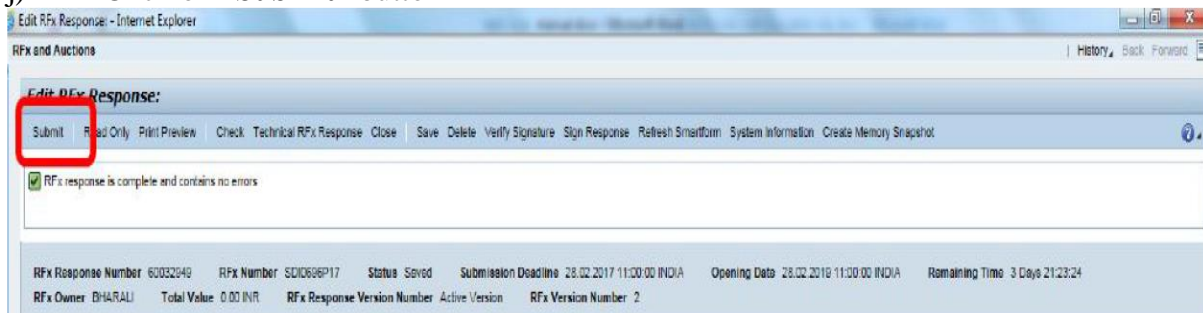
h) On 'Edit' mode Click to select the same Encryption certificate used for Decryption else data will not Decrypt.



i) After Entering User pin, Click 'Check'. Bidder may submit the response in case there is no error.

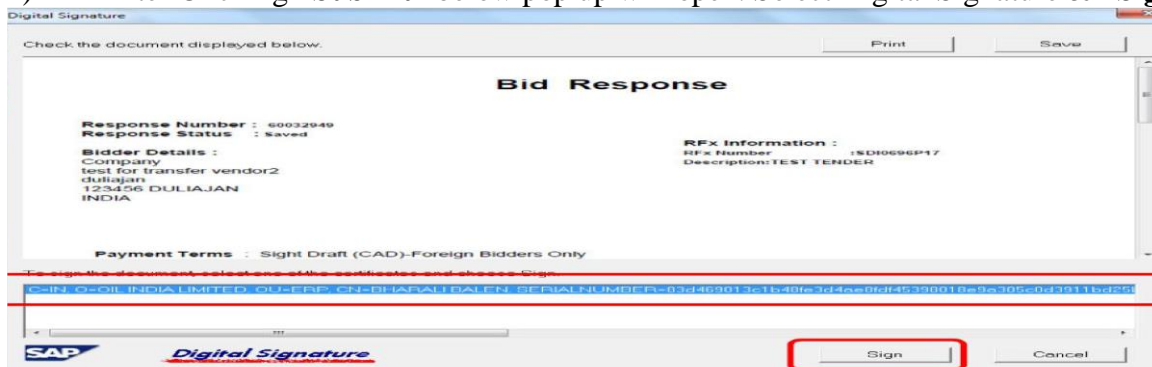


j) Click on "Submit" button

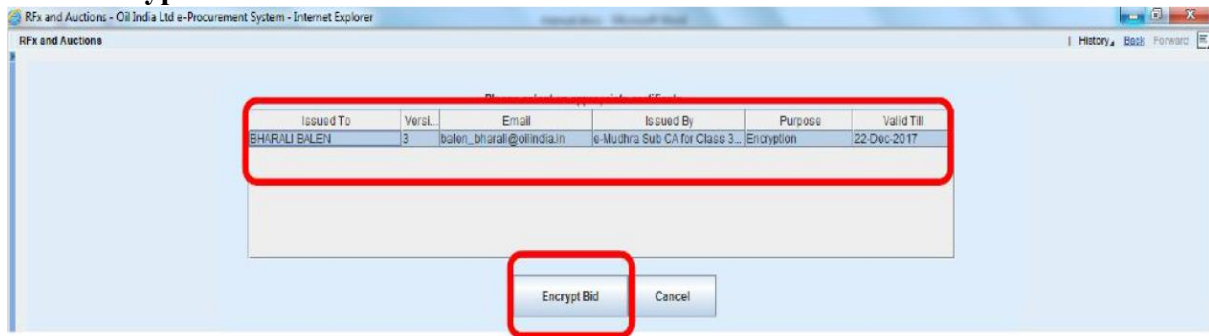


Before submit, please do check all the documents uploaded and on-line data maintained are correct.

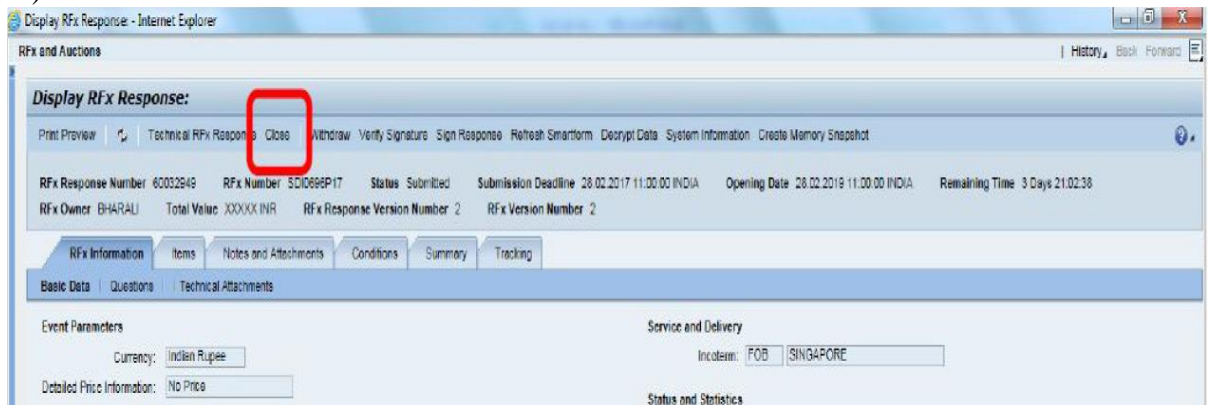
k) After Clicking "Submit" below pop up will open. Select Digital Signature & "Sign"



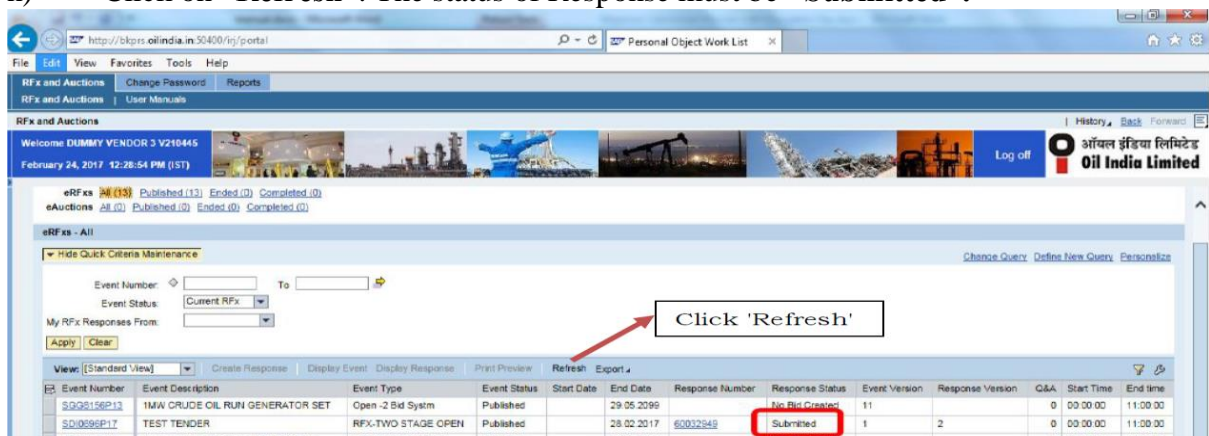
l) After Signing the response has to be encrypted again. Select the encryption certificate and **“Encrypt Bid”**.



m) Click **“Close”**.



n) Click on **“Refresh”**. The status of Response must be **“Submitted”**.



This is the end of Response submission with Encryption key process.

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

Thanking you,

Yours faithfully,  
**OIL INDIA LIMITED**  
**General Manager(Projects-C&P)**  
**For CHIEF GENERAL MANAGER(Projects)**  
**For RESIDENT CHIEF EXECUTIVE**

## **PART - 1**

### **INSTRUCTIONS TO BIDDERS**

#### **1.0 SCOPE OF BID:**

- 1.1** The scope of Bid shall be defined in the Terms of Reference/Technical Specification issued as part of bidding document and the successful bidder shall be expected to fulfill the requirements of scope of bid within the contractual period stated in bidding document.
- 1.2** Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as the Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 1.3** Throughout this bidding documents, the term “bid” and “tender” and their derivatives ( “bidder/tenderer”, “bidding/tendering” , etc) are synonymous, and day means calendar day. Singular shall also mean plural and vice versa.
- 1.4** The Bidder in quoting his rate shall for all purpose, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed.

#### **A. BID DOCUMENTS:**

- 2.0** The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
    - (a) A Forwarding Letter highlighting the following points:
      - (i) Company’s IFB No. & Type
      - (ii) Bid closing date and time
      - (iii) Bid opening date and time
      - (iv) Bid submission Mode
      - (v) Bid opening place
      - (vi) Bid validity, Mobilisation time & Duration of contract
      - (vii) The amount of Bid Security with validity
      - (viii) The amount of Performance Guarantee with validity
      - (ix) Quantum of liquidated damages for default in timely Completion
    - (b) Instructions to Bidders, (Part-1)
    - (c) Bid Evaluation Criteria (BEC), (Part-2)
    - (d) General Conditions of Contract, (Part-3, Section-I)
    - (e) Scope of work/Terms of Reference, (Part-3, Section-II)
    - (f) Schedule of Rates & Schedule of Payment, (Part-3, Section-III)
    - (g) Statement of Non-Compliance, (Part-4, Proforma-I)
    - (h) Bid Form, (Part-4, Proforma-II A)
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- (i) Format of Performance Security (Bank Guarantee), (Part-4, Proforma-II B)
  - (j) Contract Form, (Part-4, Proforma-II C)
  - (k) Format of Bid Security (Bank Guarantee), (Part-4, Proforma-II D)
  - (l) Proforma of Letter of Authority, (Part-4, Proforma-III)
  - (m) Integrity Pact Proforma, (Part-4, Proforma-IV)
  - (n) Parent Company Guarantee, (Part-4, Proforma-V)
  - (o) Record of Bidder's past relevant experience (Part-4, Proforma-VI)
  - (p) Authorisation for Attending Bid Opening, (Part-4, Proforma-VII)
  - (q) Undertaking by bidders, (Part-4, Proforma-VIII)
  - (r) "Curriculum Vitae" of Bidder's Personnel, (Part-4, Proforma-IX)
  - (s) Details of offices in India and outside India, (Part-4, Proforma-X)
- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the bidder's risk & responsibility and may result in the rejection of its bid.
- 2.2 A bidder shall, on no account submit more than one bid either directly or indirectly failing which the bids stands rejected and Bid security, if any, shall be forfeited. A bidder who submits alternative bids will cause all alternative bids to be disqualified.
- 2.3 Bids may be submitted by Single person/entity (called sole bidder) or an Indian arm of a foreign company. In case the bidder is an Indian arm (subsidiary, authorized agent, branch office or affiliate) of a foreign principal, then the foreign principal shall have to fulfill BEC criteria. If such foreign principal desires that the contract be entered into with the Indian arm, then a proper back to back continuing guarantee shall be provided by the foreign principal, clearly stating that in case of failure of completion of the work in all respects and as per the warranties/ guarantees that may have been given, then the foreign principal shall assume all obligations under the contract. Towards this purpose, it shall provide such comfort letter/guarantees as may be required by Owner.
- 2.4 Any bidder meeting the Bid Qualification Criteria as per bidding document is eligible to bid. Consortium, JVs etc cannot bid.
- 2.5 Bidder shouldn't be under Liquidation, Court Receivership or similar proceedings. Bidder shall submit a self- declaration on their letter head in this regard.
- 2.6 The bidder shouldn't be on Holiday list of the owner on due date of submission of bid. If the documents were issued inadvertently / downloaded, offers submitted by such bidder shall not be considered for opening/ evaluation/ award.
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### **3.0 TRANSFERABILITY OF BID DOCUMENTS:**

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

### **4.0 AMENDMENT OF BID DOCUMENTS:**

- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of Corrigendum(s)/ Addendum(s).
- 4.2 The Corrigendum(s)/ Addendum(s) 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 Corrigendum(s)/ Addendum(s) 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.**

## **B. PREPARATION OF BIDS**

### **5.0 LANGUAGE OF BIDS:**

The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an official and notarised English translated version, which shall govern for the purpose of bid interpretation.

### **6.0 DOCUMENTS COMPRISING THE BID:**

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

#### **(a) UNPRICED TECHNO-COMMERCIAL BID :**

- (i) Documentary evidence established in accordance with Clause 10.0.
  - (ii) Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original Bid Security should be sent by post/Courier separately as per Clause No. 11.4 below.
  - (iii) Copy of Bid-Form without indicating prices: Part-4, Proforma II A.
  - (iv) Statement of Non-Compliance, (Part-4, Proforma-I).
  - (v) Copy of Priced Bid without indicating prices: Part-3, Section III. Exact Un-priced copy of Price Bid in price schedule format issued with the bidding
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document duly indicating ‘Q’ (Quoted) in place of “price” and ‘NQ’ (Not Quoted) as the case be, against each item where price to be quoted.

- (vi) Integrity Pact digitally signed by OIL’s competent personnel as per Part-4, Proforma IV attached with the bid document to be digitally signed and uploaded by the bidder.
- (vii) Information about any current Litigation / Arbitration, if any, in which bidder is involved or details regarding holiday/banning and liquidation, court receivership on your company’s letter head duly signed & stamped. The litigation history shall include:
  - Arbitration cases pending.
  - Disputed incomplete works.
  - Pending civil cases against the firm and/or its Proprietor / Partner(s)/ Director(s) involving moral turpitude in relation to business dealings.
  - Pending criminal cases against the firm and / or its Proprietor / Partner(s)/ Director(s) involving moral turpitude in relation to business dealings.
  - Punishments awarded under civil cases and/or criminal cases involving moral turpitude in relation to business dealings to the firm and/or its Proprietor/ Partner(s)/ Director(s).

**Note**

- 1.0 Submission of authentic documents is the prime responsibility of the Bidder. Wherever the Company has concern or apprehension regarding the authenticity / correctness of any document, OIL reserves the right of getting the document cross verified from the document issuing authority.
- 2.0 In absence of requisite document, the Company reserves the right to reject the bid without making any reference to the bidder.
- 3.0 All documents submitted by bidder towards meeting the Bid Qualifying Criteria shall be submitted in original physical form on or before the due date and time.
- 4.0 Bids are invited under zero deviation bidding basis. Bids with deviations shall be rejected.

**(b) PRICED COMMERCIAL BID: (to be uploaded in “Notes and Attachments” tab)**

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

- i) Price-Bid Format/Price Schedule as per Part 3, Section- III
- ii) Bid Form as per Part 4, Proforma- IIA

The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered. Bidder shall quote their prices in the following Proforma available in OIL’s E-procurement portal in the **“Notes & Attachments” Tab**:

No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in Price Part of the bid. Any condition if stipulated shall be treated as null and void and shall render the bid liable for rejection.

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## **7.0 BID FORM:**

The bidder shall complete the Bid Form (Part 4, Proforma- IIA) furnished in their Bid.

## **8.0 BID PRICES:**

- 8.1 Prices must be quoted by the bidders online as per the price bid format (Part 3, Section- III) available in OIL's E-Tender Portal in "Notes & Attachment" Tab. Prices must be quoted by the bidders, both in words and in figures wherever the same is indicated in the format.
- 8.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account, except as otherwise specifically provided in the bidding documents.
- 8.3 All duties and taxes (excluding Goods and Service Tax) including Corporate Income Tax, Personal Tax and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.
- 8.4 Prices quoted shall be net of discount, if any. Conditional discounts, if offered by the bidder shall not be considered for evaluation.
- 8.5 The bidder shall quote the prices after careful analysis of cost involved for the performance of complete work considering all parts of bidding documents. In case, any activity though specifically not covered but is required to complete the work as per scope of work, 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.

## **9.0 CURRENCIES OF BID AND PAYMENT:**

- 9.1 Currency of bid will be in INR.

## **10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY & QUALIFICATIONS:**

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

## **11.0 BID SECURITY:**

- 11.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to **sub-clause 11.9** hereunder.
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- 11.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the “Forwarding Letter” or an equivalent amount in other freely convertible currency and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT vide **Part- 4, Proforma-IID** from any of the schedule Indian Bank or any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.

The Bank Guarantee 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.

Note:

- i. Bank Guarantee issued by a Scheduled Bank in India at the request of some other non-scheduled Bank in India shall not be acceptable.
- ii. The bank Guarantee issued by the Bank must be routed through SFMS Platform as per the 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 SMFS by the BG issuing Bank Branch to Axis Bank, Duliajan Branch, and 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.
- c) Bank guarantee issued by a Scheduled Bank in India at the request of some other Non- Scheduled bank in India shall not be acceptable.

- 11.3 **Bidders can submit Bid Security on-line through OIL’s electronic Payment Gateway.**
- 11.4 Any bid not secured in accordance with **sub-clause 11.2 and 11.13** above shall be rejected by the Company as non-responsive.
- 11.5 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by the Company at the bidders’ cost.
- 11.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.
- 11.7 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with **Clause 28.0** below is furnished.
- 11.8 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 11.9 The Bid Security may be forfeited if:
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- i) The bidder withdraws the bid within its original/extended validity.
- ii) The bidder modifies/revise their bid suo-moto.
- iii) Bidder does not accept the Order/Contract.
- iv) Bidder does not furnish Performance Security Deposit within the stipulated time as per Tender/Order/Contract.
- v) If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the Bid Security shall be forfeited after due process in addition to other action against the bidder.

11.10 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 3(three) years.

11.11 **The scanned copy of the original Bid Security in the form of either Bank Guarantee must be uploaded by bidder along with the Technical bid in the “Technical RFx Response” of OIL’s E-portal.** The original Bid Security shall be submitted by bidder to the Office of GM (Projects-C&P), PROJECTS DEPARTMENT, Oil India Ltd., Duliajan-786602(Assam), India in a sealed envelope which must reach GM (Projects-C&P), PROJECTS DEPARTMENT Office on or before 12.45 Hrs (IST) on the Bid Closing date.

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

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

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

12.2 If the bidder is a Micro or Small Enterprises (MSE) registered with District Industry 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 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 bidders are **registered** with any of the aforesaid agencies.

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

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

13.1 Bids shall remain **valid for 120** days from the date of closing of bid prescribed by the Company. **Bids of shorter validity will be rejected as being non-responsive.** If

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nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Bid Closing Date.

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

**C. SIGNING & SUBMISSION OF BIDS:**

**14.0 SIGNING OF BIDS:**

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

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

If any modifications are to be made to a document after uploading, the same may be deleted and such revised documents are to be Digitally Signed again before uploading. It is advised to delete the unwanted documents before submission of the response. The Power of Attorney shall be submitted by bidder as mentioned in Para 15.1 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. Owner/ consultant reserve the right to verify the authenticity of Digital signature. In case Digital Signature isn't authorized, the bid shall be rejected.

- 14.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation (**as per Part-4, Proforma- III**) shall be indicated by written Power of Attorney accompanying the Bid.
- 14.3 Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may,
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without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.

- 14.4 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initiated by the person or persons who has/have digitally signed the Bid.
- 14.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

#### **15.0 SUBMISSION OF BIDS:**

- 15.1 The tender is processed under single stage - Two bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "**Help Documentation**" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical RFX" Tab Page only. Prices to be quoted as per **Part 3, Section III, Proforma-A** should be uploaded as Attachment just below the "Tendering Text" in the attachment link under "Notes & Attachments" Tab under General Data in the e-portal. **No price should be given in the "Technical RFX", otherwise bid shall be rejected.** The priced bid should not be submitted in physical form and which shall not be considered.

However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super scribing the "IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to GM (Projects-C&P), Projects Department, Oil India Ltd., Duliajan-786602 (Assam) on or before 13.00 Hrs (IST) on the Bid Closing date indicated in the IFB:

- i) The Original Bid Security along with 1(one) copy.
- ii) Power of Attorney for signing of the bid digitally.
- iii) Any other document required to be submitted in original as per bid document requirement.
- iv) Printed catalogue and literature if called for in the bid document.

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

- 15.2 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per **Part- 4; Proforma- I** of the bid document and the same should be uploaded along with the Technical Bid.
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- 15.3 Timely delivery of the documents in physical form as stated in Para 15.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.
- 15.4 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 15.5 Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works to be executed under this contract.

**16.0 DEADLINE FOR SUBMISSION OF BIDS :**

- 16.1 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.
- 16.2 No bid can be submitted after the submission dead line is reached [**i.e 11:00 Hrs (IST) on the bid closing date**]. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 16.3 The documents in physical form as stated in Para 15.1 must be received by Company at the address specified in the "Forwarding Letter" on or before 13.00 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 Bidder.

**17.0 LATE BIDS:**

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

**18.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

- 18.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time.
- 18.2 The Bidder's modification or withdrawal notice may also be sent by fax/ e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 18.3 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
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- 18.4 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in forfeiture of the bidder's Bid Security and bidder shall also be debarred from participation in future tenders of OIL.

#### **19.0 EXTENSION OF BID SUBMISSION DATE:**

Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons. In case of receipt of only one Bid on the Bid Closing Date and time, OIL may extend the Bid Closing/ Opening Date by 2 weeks. 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.

#### **20.0 BID OPENING AND EVALUATION:**

- 20.1 The Company (OIL) will open the Technical Bids, including submission made pursuant to clause 19.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per **Part 4, Proforma- VII**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical RFx Response" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical RFx Response" Tab Page only in the E-portal.
- 20.2 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.
- 20.3 Bids which have been withdrawn pursuant to clause 18.0 shall not be opened. The Company (OIL) 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.
- 20.4 At bid opening, the Company (OIL) 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.
- 20.5 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance to sub- clause 21.3.
- 20.6 To assist in the examination, evaluation and comparison of bids, 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
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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.

- 20.7 Prior to the detailed evaluation, the Company (OIL) will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, inconsistent 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 (OIL's) determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 20.8 A Bid determined as not substantially responsive will be rejected by the Company (OIL) and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 20.9 The Company (OIL) 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.

#### **21.0 OPENING OF PRICE BIDS:**

- 21.1 The Company (OIL) 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.
- 21.2 The Priced bids of the unsuccessful bidders which remain unopened with the company (OIL), may be returned to the concerned bidders on request only after receipt of performance security from the successful bidder after issue of Letter of Award (LOA) by the company (OIL).
- 21.3 The Company (OIL) 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.
- 21.4 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.
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**22.0 EVALUATION AND COMPARISON OF BIDS:**

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

**23.0 DISCOUNTS / REBATES:**

- 23.1 Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.
- 23.2 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.
- 23.3 Conditional bids are liable to be rejected at the discretion of the Company.

**24.0 CONTACTING THE COMPANY:**

- 24.1 Except as otherwise provided in **Clause 20.0** above, no Bidder shall contact the Company (OIL) on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by the Company (OIL) vide **sub-clause 20.6**.
- 24.2 Any effort by a Bidder to influence the Company (OIL) in the Company's (OIL's) bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

**D. AWARD OF CONTRACT:**

**25.0 AWARD CRITERIA:**

Subject to the conditions laid down under Clause 28.0 below, the Company(OIL) 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.

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

The Company (OIL) 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 the Company's (OIL's) action.

**27.0 NOTIFICATION OF AWARD:**

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In the opinion of OIL, if the total lump sum price quoted by the lowest bidder is considered high, OIL may invite the lowest bidder for price negotiation. Lowest bidder shall attend such negotiation meetings and if requested by OIL, bidder shall provide the analysis of break-up of lump sum amount quoted by him to demonstrate the reasonability. As a result of negotiation, Bidder may offer rebate on his earlier lump sum quoted price.

- 27.1 Prior to the expiry of the period of bid validity or extended validity, the Company (OIL) will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered/couriered letter) that its Bid has been accepted.
- 27.2 The successful bidders(s) shall be notified by the Company of its intention to enter into an Agreement with him/her/them on the basis of his/her/their acceptance of the offer. Such notification shall be treated as a "Letter of Award (LOA)". The notification of award will constitute the formation of the Contract.
- 27.3 Upon the successful Bidder's furnishing of Performance Security pursuant to **Clause 28.0** below, the Company (OIL) will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to **Clause 11.0** hereinabove.

#### **28.0 PERFORMANCE SECURITY:**

- 28.1 On receipt of notification of award from the Company (OIL), the successful Bidder shall furnish to Company (OIL) the Performance Security for an amount specified in the Letter of Award (LOA) issued by the Company (OIL) to Contractor awarding the contract) as per **Part 4, Proforma- IIB** or in any other format acceptable to the Company (OIL) and must be in the form of a Bank Guarantee from any schedule Indian Bank or any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.
- 28.2 The bidders will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.
- 28.3 The successful bidder is requested to advice the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original bank guarantee in OIL's tender issuing office:

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

- (i) MT 760/MT 760 COV for issuance of Bank Guarantee
- (ii) MT 760/MT 767 COV for amendment of Bank Guarantee

The above Message/Intimation shall be sent through SMFS by the BG issuing Bank Branch to Axis Bank, Duliajan Branch, and IFS Code – UTIB0001129. Branch Address: Axis Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District: Dibrugarh, PIN: 786602.

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Bank guarantee issued by a Scheduled Bank in India at the request of some other Non- Scheduled bank in India shall not be acceptable

- 28.4 The Performance Security specified above must be valid for 3(three) months beyond the contract period plus defect liability period. **The Defect Liability period for this contract will be 12 months from the date of successful commissioning of the WIS.** The Performance Security will be discharged by the Company (OIL) 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.
- 28.5 The Performance Security shall be payable to the Company (OIL) as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.
- 28.6 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 28.7 Failure of the successful Bidder to comply with the requirements of **clause 28.0 and/or 29.0** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 3(three) years from the date of default.
- 28.8 OIL shall not be liable to pay any bank charges, commissions or interest on the amount of Performance Security.

#### **29.0 SIGNING OF CONTRACT:**

- 29.1 At the same time as the Company (OIL) notifies the successful Bidder that its Bid has been accepted, the Company (OIL) will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.
- 29.2 The successful Bidder shall sign and date the contract and return it to the Company (OIL) within 30 days of issue of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 29.3 In the event of failure on the part of the successful Bidder to sign the contract, the Company (OIL) reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 3(three) years from the date of default.

#### **30.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:**

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

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### **31.0 MOBALISATION AND MOBILISATION ADVANCE PAYMENT:**

Successful bidder shall be required to mobilise complete equipment along with crew for commencement of services at the specified site within a maximum of 15 days from the date of issue of LOA.

- 31.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company (OIL), advance against mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.
- 31.2 Advance payment agreed to by the Company (OIL) shall be paid only against submission of an acceptable Bank Guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee must be valid for 3 months beyond the completion of mobilisation and the same may be invoked in the event of contractor's failure to mobilise as per agreement.
- 31.3 In the event of any extension to the mobilisation period, the Contractor shall have to enhance the value of the Bank Guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

### **32.0 INTEGRITY PACT:**

- 32.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Part-4, Proforma- IV** of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. **If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.**
- 32.2 OIL has appointed the following persons as Independent External Monitors (IEM) to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

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| <p>(a) <b>SHRI SATYANANDA MISHRA, IAS (Retd.), former Chief Information Commissioner of India &amp; Ex-Secretary, DOPT, Govt. of India</b><br/><b>E-mail ID: <u>satyanandamishra@hotmail.com</u></b></p> <p>(b) <b>SHRI RAJIV MATHUR, IPS (Retd.), Former Director, IB, Govt. of India,</b><br/><b>E-mail ID: <u>rajivmathur23@gmail.com</u></b></p> <p>(c) <b>SHRI JAGMOHAN GARG, Ex-Vigilance Commissioner, CVC</b><br/><b>E-mail ID : <u>jagmohangarg@gmail.com</u></b></p> |
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32.3 However, Bidders should note that IEMs would consider only those representations on post contract issues wherein there is an alleged violation of provisions of IP. Hence, bidders should not refer those post contract issues to IEMs for resolution, for which dispute resolution mechanism has already been defined in the contract conditions. The post contract issues pertaining to alleged violation of provisions of IP, if any, should only be referred to IEMs.

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

### **33.0 LOCAL CONDITIONS:**

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

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

### **34.0 SPECIFICATIONS:**

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

### **35.0 UNDERTAKING BY BIDDER:**

The bidder shall fill and submit the digitally signed **Part-4, Proforma VII**

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**PART-2**  
**BID EVALUATION CRITERIA**

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

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

**A. TECHNICAL:**

The Bidder must meet all the following requirements:-

- 1.0 The bidder must be in the business of providing Engineering and Project Management Consultancy Service (EPMC) for creation of plants and facilities such as “Water Injection Station (WIS) for injection of ground water/treated formation or produced water into underground oil & gas reservoirs for pressure maintenance” or Group Gathering Station(GGS) or Oil Collecting Station (OCS) or Crude Oil Refinery or Petrochemical Processing Plants involving - Front End Engineering Design (FEED)/ Basic Engineering, Cost estimation, Preparation of Commercial & Engineering Bid Packages for Engineering Procurement and construction (EPC) services, Project Management & monitoring including assistance in selection & procurement equipment & materials, supervision of construction & erection of site activities, installation, commissioning and PGTR of system in process facilities of projects in Crude Oil & Natural Gas industry or Petrochemical industry or petroleum refining industry sector.
- 1.1 Experience of having successfully executed one similar EPMC job as mentioned above in Para 1.0 of value not less than **Rs. 7.6 Crore** by the bidders in the last 7 (seven) years as on the original Bid closing date of this tender.

**Note:**

- a) Bidders are required to ensure that the value of completed job indicated by them is exclusive of Service tax. Accordingly, the completion certificate submitted by the bidder shall separately indicate the service tax amount included in the value of completed job OR a separate certificate from the respective client, mentioning the service tax amount if any, included in the value of completed job under consideration should be submitted by the bidder.
  - b) In case Service Tax amount/component is not specified in the submitted completion certificate, then the amount equivalent to rate of applicable Service Tax for the subject work shall be deducted from the value of completed job mentioned in the completion certificate to arrive at the value of the completed job without Service Tax.
- 1.2 Bid will be rejected if not accompanied with adequate documentary proof(s) in support of experience(s) as mentioned in Para A (1.0), A(1.1) in the form of –
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- i) In case of bidder executing jobs in OIL - copy of Certificate of Completion (COC)/Certificate of Final Payment of jobs successfully completed during last 7(seven) years as on the original Bid Closing Date, showing gross value of job done.

OR

- ii) In case of bidder providing EPMC services to EPC/LSTK contractor, /Project Owner; Copy of Completion Certificate of experience from the client (EPC/LSTK contractor /Project owner) to whom EPMC services were rendered by the bidder shall be submitted along with the bid in the organizational letter pad of the client during the last 7(seven) years as on the original Bid Closing date, specifying -

- (a) Brief description of work
- (b) Value of the contract
- (c) Year of completion

Bidders having experience of only Engineering & Design or of only PMC shall not be considered.

- iii) Bid submitted by a 100% subsidiary company not meeting the above experience criteria as mentioned in Para A (1.0), A (1.1) can be considered for acceptance on the basis of experience of their parent company provided the parent company fulfils the above required experience and gives a corporate guarantee that in case of any failure on the part of the subsidiary company, the responsibility of satisfactorily executing the project would then be that of the parent company.
- iv) The Parent Company can be either an Indian Company or a Foreign Company.
- v) Corporate Guarantee on Parent Company's Letter Head signed by an authorized official undertaking that they would support the newly formed company for executing the project/job in case the same is awarded to their 100% Subsidiary.
- vi) Bidder shall submit duly signed **PROFORMA V** provided in the Tender to this effect.

2.0 Successful bidder against this tender shall not involve/participate directly or indirectly or in any form against the tender for EPC contract. Bidder must confirm the same in their offer by submitting an undertaking to this effect.

3.0 Bids from Consortium and Joint Venture (JV) of any form are not permitted against this tender. Experience of EPMC jobs carried out as consortium partner shall not be considered.

## **B. FINANCIAL:**

- i. **Annual Financial Turnover:** The Annual Financial Turnover of the Bidder in any one of the preceding 3 (three) Financial/Accounting Years from the original Bid Closing Date (BCD) must be equal to or more than **Rs. 2.85 Crore** (Rupees Two Crore Eighty Five Lakh) as per Audited Annual Financial Reports.
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- ii. **Net Worth:** The Financial Net Worth of the bidder must be **positive** for the preceding Financial/Accounting Year to be considered from the original Bid Closing date.
- iii. **Working Capital:** The Working Capital of the bidder must be **Rs. 1.5 Crore** (Rupees One Crore Fifty Lakh) in the preceding Financial/Accounting year from the original Bid Closing Date.

**Note 1:** Documentary evidences in the form of Audited Balance Sheet and Profit & Loss Account of preceding 3 Financial/Accounting Years to be considered from the original bid closing dated shall be submitted along with the Techno-Commercial bid towards proof of having Annual Turnover as stated above. However, in case of non-corporate bidder, the Financial Statements are to be submitted, duly certified by practicing Chartered Accountant's Firm as applicable.

**Note 2:** 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 bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting years 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 of the preceding financial year has actually not been audited so far'.**

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

a) A certificate issued by a practicing Chartered Cost Account (with Membership Number and Firm Registration Number), certifying the Annual Turnover & Net Worth as per format prescribed in **Annexure**.

OR

b) Audited Balance Sheet along with Profit & Loss account.

c) 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 of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

- 2.0 Duration of Contract Period :** The duration of this Consultancy Service shall be of 32 (Thirty Two) months [31 (Thirty one) months for project completion and additional 01 (one) months for contract/project closure activities in case of EPC/LSTK contract get extended] period from the date of Issue of LOA to the successful bidder. Offers with completion schedule longer than the above time period shall be rejected.
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### **C. COMMERCIAL - BID SUBMISSION :**

- 1.0 The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the “TECHNICAL” and “PRICE” bid separately through electronic form in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be uploaded as per the Scope of Work & Technical Specification of the tender in “Technical RFx Response” Tab and Price Bid to be uploaded as per the Price Bid format in the “Notes & attachment” Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.

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

- 2.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- 3.0 Bids with shorter validity period will be rejected as being non responsive.
- 4.0 During the Online submission of the bid, a scanned copy of the Bid Security shall be uploaded as a part of the Technical Bid. The validity period and amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. **The Original Bid Security shall however be forwarded to office of the “GM(Projects-C&P), Projects Department, Oil India Limited, Duliajan-786602, Assam”** which should reach the said office on or before 11.00 Hrs(IST) on the bid closing date, otherwise Bid will be rejected.
- 5.0 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per Integrity Pact Proforma that will be enclosed in the bid document. This Integrity Pact Proforma has been duly signed digitally by OIL’s competent signatory. The Proforma has to be returned by the bidder (along with the Technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder 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 sign the Bid.
- 6.0 No bid can be submitted after the submission deadline is reached. The system time displayed on e-procurement web page shall decide the submission deadline.
- 7.0 Bid received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
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- 8.0 Bid should be submitted online 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) at Office of the GM(Projects-C&P), Projects Department, Oil India Ltd., Duliajan in presence of authorized representative of the bidder.
- 9.0 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 10.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative.
- 11.0 Any 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.
- 12.0 Bidders shall bear, within the quoted rates, the personal tax as applicable in respect of their personnel and sub-contractor's personnel, arising out of execution of the contract.
- 13.0 Bidders shall bear, within the quoted rate, the corporate income tax as applicable on the income from the Contract.
- 14.0 Any bid containing false statement will be rejected.
- 15.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of bidding document; otherwise the bid will be summarily rejected.
- 16.0 Bidder must accept and comply with the following clauses as given in the Tender Document in toto failing which offer will be rejected –
- (i) Performance Security Clause
  - (ii) Force Majeure Clause
  - (iii) Tax Liabilities Clause
  - (iv) Arbitration Clause
  - (v) Acceptance of Jurisdiction and Applicable Law Clause
  - (vi) Liquidated Damage cum Penalty Clause
  - (vii) Termination Clause
  - (viii) Liability Clause
  - (ix) Withholding Clause
  - (x) Integrity Pact Clause

**D. GENERAL:**

- 1.0 In case the 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 Bidder. No deviation will however, be
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accepted in the clauses covered under BEC.

- 2.0 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 clarification fulfilling the BEC clauses must be received within the deadline given by the Company (OIL), failing which the bid will be summarily rejected.
- 3.0 In case any of the clauses in the BEC contradicts with other clauses of Bid Document elsewhere, then the clauses in the BEC shall prevail.
- 4.0 Any exceptions/deviations to the tender must be spelt out by bidder in their 'Techno-Commercial' bid only. Any additional information/terms/conditions furnished in the 'Price Bid' will not be considered by the Company (OIL) for evaluation/award of contract.
- 5.0 The originals of such documents [furnished by bidders(s)] shall have to be produced by bidder(s) to the Company (OIL) as and when asked for.

## **II. PRICE BID EVALUATION (Part of BEC):**

The bids conforming to the technical specifications, terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid Rejection Criteria as well as verification of original of any or all documents/documentary evidences pertaining to BEC, will be considered for further evaluation as per the Bid Evaluation Criteria given below.

- 1.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 2.0 The bidders must quote their charges/rates in the manner as called for vide Price Schedule in the **Part-3 Section - III, "Schedule of Rates & Payment"**.
- 3.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial (Priced) Bids shall be evaluated taking into account the rates quoted in the Price Schedule in the **Part-3 Section-III, "Schedule of Rates & Payment"** by taking into account the summation of the following:

**TOTAL ESTIMATED CONTRACT VALUE (T) = A+B+C+D+E+F+G**

Where,

- A - Total Charge for item no 10: 1% of the total contract cost "T"
  - B - Total Charge for item no 20: 10% of the total contract cost "T"
  - C - Total Charge for item no 30: 3% of the total contract cost "T"
  - D - Total Charge for item no 40: 5% of the total contract cost "T"
  - E - Total Charge for item no 50: 5% of the total contract cost "T"
  - F- Total Charge for item no 60: 74% of the total contract cost "T"
  - G - Total Charge for item no 70: 2% of the total contract cost "T"
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Note: GST amount obtained by multiplying the quoted Grand Total price (T) in SOR/P with the prevailing rate of GST as on the Bid Closing Date will be considered for evaluation of bid.

Total Lump sum EPMC price = T + Amount of GST price as stated above

4.0 Granting of Purchase Preference to Central PSUs: Purchase Preference facilities to central Public Sector enterprises presently not applicable.

5.0 PURCHASE PREFERENCE TO MSE: 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 any other body specified by Ministry of MSME.

i. 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. 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.

ii. 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.

iii. 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 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

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## **PART - 3**

### **SECTION - I**

#### **GENERAL CONDITIONS OF CONTRACT (GCC)**

##### **1.0 DEFINITIONS:**

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

- (a) "The Contract" means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "The Work" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) "Company" or "OIL" means Oil India Limited, "Owner" or "OIL" means "Oil India Limited
- (e) "Contractor" or "LSTK Contractor" means the Contractor performing the work under this Contract.
- (f) "Contractor's Personnel" means the personnel to be provided by the Contractor to provide services as per the contract.
- (g) "Company's Personnel" means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (h) "Gross Negligence" means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- (i) "Willful Misconduct" means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.
- (j) "Services" means the work specified in Part 3, Section- II, and all other obligations to be complied with the contractor pursuant to and in accordance with the terms of the contract.
- (k) "Specifications" means the description of the Services and/or Equipment set out in Part 3, Section- II

##### **2.0 EFFECTIVE DATE, COMPLETION PERIOD AND DURATION OF CONTRACT:**

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- 2.1 **EFFECTIVE DATE OF CONTRACT:** The contract shall become effective as of the date the Company notifies the Contractor in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the Company will be the Effective Date of Contract.
- 2.2 **MOBILISATION TIME:** The Kick-off Meeting shall be held at Duliajan (Assam) within a maximum period of 15 days from the date of issue of letter of Award (LOA). The contractor shall mobilise their personnel for attending the Kick-Off Meeting at Duliajan within 15 days from the date of **Letter of Award (LOA)**. Mobilisation shall be deemed to be completed when the Contractor's personnel arrive at Duliajan for the Kick-off meeting within 15 days from the date of **Letter of Award (LOA)**.
- 2.3 **COMPLETION DATE OF CONTRACT:** - The duration of the Consultancy Service shall be 32 months from the date of issue of **Letter of Award (LOA)**. In the event of delay on the part of Contractor to complete the project within the stipulated period of 32 months, Liquidation Damage (LD) as per clause No. 19.0 herewith will be applicable.
- 3.0 **GENERAL OBLIGATIONS OF CONTRACTOR:** - The Contractor shall, in accordance with and subject to the terms and conditions of this Contract:
- 3.1 Perform the work described in the Terms of Reference (Part-3, Section II) in most economic and cost effective way.
- 3.2 Except as otherwise provided in the Scope of Work/Terms of Reference and the special Conditions of the contract, provide all labour as required to perform the work.
- 3.3 Perform all other obligations, work and services which are required by the terms of this contractor which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 3.4 The Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 3.5 The Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as Company may consider necessary for the proper fulfilling of contractor's obligations under the contract.
- 4.0 **GENERAL OBLIGATIONS OF THE COMPANY:** The Company shall, in accordance with and subject to the terms and conditions of this contract:
- 4.1 Pay the Contractor in accordance with terms and conditions of the contract.
- 4.2 Allow the Contractor access, subject to normal security and safety procedures, to
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all areas as required for orderly performance of the work.

- 4.3 Perform all other obligations required of the Company by the terms of the contract.

**5.0 PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR:**

- 5.1 The Contractor warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.
- 5.2 The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. Upon Company's written request, the Contractor, entirely at its own expense, shall remove immediately any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the Company.
- 5.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan/field site, reroute /local boarding, lodging & medical attention etc. The Company shall have no responsibility or liability in this regard. However, the Company shall provide available medical assistance/facilities to the Contractor's Personnel in case of emergency at its own establishment on chargeable basis.
- 5.4 The Contractor's key personnel shall be fluent in English language (both writing and speaking).

**6.0 WARRANTY AND REMEDY OF DEFECTS:**

- 6.1 The Contractor warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/oil field practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance which Company may, from time to time, furnish to the Contractor.
- 6.2 Should the Company discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilized from site or base camp (if applicable) that the work does not conform to the foregoing warranty, the Contractor shall after receipt of notice from the Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at the Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to the Contractor subject to a maximum of the contract value payable for the defective work which needs corrective action which the Contractor must pay promptly. In case the Contractor fails to perform
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remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

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

- 7.1 The Contractor shall not, without the Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of the Company in connection therewith, to any person other than a person employed by the Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance with prior permission from the Company. However, nothing hereinabove contained shall deprive the Contractor of the right to use or disclose any information:
- (a) which is possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company ; or
  - (b) which is required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to the Company of such order to permit the Company an opportunity to contest such order subject to prior permission from Company.
- 7.2 The Contractor shall not, without the Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of the Company and shall be returned (in all copies) to the Company on completion of the Contractor's performance under the Contract if so required by the Company.
- 7.4 During this Contract, the Company and its employees, agents, other contractors, sub-contractors (of any tier) and their employees etc. may be exposed to certain confidential information and data of the Contractor. Such information and data shall held by the Company, its employees, agents, other contractors, sub-contractors (of any tier) and their employees in the strictest confidence and shall not be disclosed to any other party except on a need to know basis.
- 7.5 However, the above obligation shall not extend to information which:
- i) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company ;
  - ii) is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public;
  - iii) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company;
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- iv) is developed by Contractor independently of the information disclosed by Company which should be shared with the Company;
- v) Contractor is required to produce before competent authorities or by court order subject to prior permission from Company.

## **8.0 TAXES:**

- 8.1 Tax levied on the Contractor as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on the Contractor's account.
  - 8.2 The Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by the Contractor.
  - 8.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. Other than the information provided by the Contractor, the Company shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Contractor shall indemnify the Company for all claims, expenses, costs or losses of any nature arising from such inaccuracy. The Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
  - 8.4 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.
  - 8.5 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and Company will issue TDS Certificate to the Contractor as per the provisions of Income Tax Act.
  - 8.6 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.
  - 8.7 In order to ascertain the net impact of the revisions/enactment of various provisions of taxes/ duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:
    - a) Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and service tax amount.
    - b) Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.
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- 8.8 Notwithstanding anything mentioned elsewhere in the bidding document, it shall be the duty of the Contractor to duly observe and perform all laws, rules, regulations, orders and formalities applicable to local taxes GST etc on performance of the works under the Contract. The Contractor shall keep the Company indemnified from and against any and all claims, demands, prosecutions, actions, proceedings, penalties, damages and/or other levies whatsoever made or levied by any Court, Tribunal or the Customs or other Authorities with respect to any alleged breach, evasion or infraction of such duties, taxes, charges or levies or any breach or infraction of any applicable laws, rules, regulations, orders or formalities concerning the same and from the consequence thereof.

However, in such an event, OIL will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

## **9.0 Goods and Services Tax (GST):**

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

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

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

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

- 9.4 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). Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods /Services (Service Provider) only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

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

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

9.5.2 The input tax credit of GST quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

**9.6 Where the OIL is not entitled to avail/take the full input tax credit of GST:**

9.6.1 OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder, 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.

9.6.2 The bids will be evaluated based on total price including applicable GST.

9.7 Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from OIL.

9.8 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor/vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of GST against such invoice.

9.9 GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/vendor, OIL shall withhold the payment of GST.

9.10 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.

9.11 Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/setoff/recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.

9.12 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

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adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.

- 9.13 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
  - 9.14 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.
  - 9.15 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
  - 9.16 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision. Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL. Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account. Claim for payment of GST/Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears. The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
  - 9.17 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/ Eway Bill, if applicable etc.
  - 9.18 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
  - 9.19 Company will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where Company is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
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9.20 GST amount shall be reimbursed to the Supplier at actuals against submission of invoice issued in accordance with the Invoice Rules which prescribe following particulars shall be included in the invoice:

- (a) Name, address and GSTIN of the supplier;
- (b) A consecutive serial number of the invoice;
- (c) Date of issue;
- (d) Name, address and GSTIN or UIN, if registered of the recipient;
- (e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- (f) HSN Codes or Accounting Code of services;
- (g) Description of goods or services;
- (h) Total value of supply of goods or services;
- (i) Taxable value of supply of goods or services taking into discount or abatement if any;
- (j) Rate of tax (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
- (k) Amount of tax charged in respect of taxable services (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
- (l) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- (m) Address of the delivery where the same is different from the place of supply;
- (n) Whether the tax is payable under Reverse Charge basis and
- (o) Signature or digital signature of the supplier or his authorized representative.

#### 9.21 ANTI-PROFITEERING CLAUSE

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

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

### 10.0 **INSURANCE:**

10.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment (except when tools/equipment are below Rotary Table or in the well bore) belonging to the Contractor or its sub-contractor (if applicable) during the currency of the contract including the third party items/consumables. For materials/equipment belonging to the Contractor or its sub-contractor, the Contractor may self-insure the same.

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

- a) Employees' compensation insurance as required by the laws of the country of origin of the employee.
- b) The Company's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of the Contractor required to fulfill the provisions under this contract.
- d) The Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
- f) Public Liability Insurance as required under Public Liability Insurance Act 1991.
- g) Transit Insurance in respect of all items to be transported by the Contractor to the site of work, the cost of the transit insurance should be borne by the Contractor and the quoted price should be inclusive of this cost.

10.3 The Contractor shall obtain additional insurance or revise the limits of existing insurance as per the Company's request in which case additional cost shall be to the Contractor's account.

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

10.5 The Contractor shall furnish to the Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.

10.6 If any of the above policies expire or are cancelled during the term of this contract and the Contractor fails for any reason to renew such policies, then the Company at its discretion may renew/replace same and charge the cost thereof to the Contractor. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of the Contractor.

10.7 The Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as the Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

10.8 All insurance taken out by the Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by the Contractor under this Contract.

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- 10.9 Deductible: That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the Contractor.

**11.0 CHANGES:**

- 11.1 During the performance of the work, the Company may make minor change to take care of any supplementary work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. The Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.
- 11.2 If any changes result in an increase in compensation due to the Contractor or in a credit due to the Company, the Contractor shall submit to the Company an estimate of the amount of such compensation or credit in a form prescribed by the Company. Upon review of the Contractor's estimate, the Company shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If the Contractor disagrees with compensation or credit set forth in the Change Order, the Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with **Clause 14.0** hereunder. The Contractor's performance of the work as changed will not prejudice the Contractor's request for additional compensation for work performed under the Change Order.

**12.0 FORCE MAJEURE:**

- 12.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure' will stand suspended for the period during which such cause lasts. The word Force Majeure' as employed here in shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 12.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72(Seventy Hours) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim. Time for performance of the relative obligations suspended by the force majeure shall then be extended by the period for which such cause lasts.
- 12.3 Should 'force majeure' condition as stated above occurs and should the same be notified within Seventy-Two (72) hours after its occurrence the 'force majeure' rate shall apply for the first 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
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majeure period unless otherwise agreed to.

### **13.0 TERMINATION:**

#### **13.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):**

This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract or the extension period, if exercised by the Company under the provision of the Contract.

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

Either party shall have the right to terminate this Contract on account of Force Majeure in case the Force Majeure condition persists for more than 3 months.

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

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

#### **13.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:**

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

#### **13.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:**

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

#### **13.6 If at any time during the term of this Contract, breakdown of the Contractor's equipment results in the Contractor being unable to perform their obligations hereunder for a period of 15 successive days, the Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.**

#### **13.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 13.1 to 13.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to**

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the Contractor except for payment of services as per the Contract upto the date of termination including the De-mob cost, if any.

**13.8 CONSEQUENCES OF TERMINATION:**

In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

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

13.10 In the event of termination of contract, the Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.

**14.0 SETTLEMENT OF DISPUTES AND ARBITRATION:**

**14.1 Arbitration (Applicable for Suppliers/Contractors other than PSU) :**

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

2. The number of arbitrators and the appointing authority will be as under:

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

3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

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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:

<b>Amount of Claims and counter claims (excluding interest)</b>	<b>Period for making and publishing of the award(counted from the date of first meeting of the Arbitrators)</b>
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.
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14.2 **Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):**

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

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

15.0 **NOTICES:**

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

**Company**

a) **For contractual matters**  
GM (Projects-C&P)  
OIL INDIA LIMITED  
PO DULIAJAN – 786602  
ASSAM, INDIA  
Fax No. 91-374-2803549  
E-mail: prodproj@oilindia.in

b) **For technical matters**  
GM(Projects)  
OIL INDIA LIMITED  
PO Duliajan – 786602,  
Assam, India  
Tel No.  
Email: prodproj@oilindia.in

**Contractor**

Email. :

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

16.0 **SUBCONTRACTING/ASSIGNMENT:**

The Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract to any third party(ies). Except for the main services under this contract, the Contractor may subcontract the petty support services subject to Company's prior approval. However, the Contractor shall be fully responsible for complete execution and performance of the services under this Contract.

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If against an order placed by OIL, successful bidder(s) (other than Micro/Small Enterprise) is procuring materials/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority /Engineer-in-Charge the details like Name, Registration No., Address, Contact No. details of material and value of procurement made, etc. of such enterprises shall be furnished by the Contractor at the time of submission of invoice/bill.

#### **17.0 MISCELLANEOUS PROVISIONS:**

- 17.1 The Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.
- 17.2 The Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep the Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.
- 17.3 During the tenure of the Contract, the Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, the Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.
- 17.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.

#### **18.0 Deleted**

#### **19.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION:**

- 19.1 Time is the essence of this Contract. In the event, the Contractor fails to complete the works within the stipulated completion period mentioned elsewhere in the bidding document, the Contractor shall be liable to pay liquidated damages @ 0.5% of the total Contract Value, per week of delay or part thereof of delay subject to maximum of 7.5% of the Total Contract Value . Liquidated Damages will be reckoned after expiry of the completion period
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- 19.2 Both the Contractor and the Company agree that the above percentage of Liquidated damage is a genuine pre-estimate of the loss/damage which will be suffered by the Company on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever. Discussion of the company in the matter of applicability of LD shall be final and binding to the contractor.
- 19.3 The Company also reserves the right to cancel the contract without any compensation whatsoever in case of failure to adhere to the mobilisation schedule of the contract.
- 19.4 The applicable GST on the LD shall have to be borne by the contractor. Accordingly, the liquidated damages shall be recovered from the contractor along with applicable GST.

**20.0 PERFORMANCE SECURITY:**

The Contractor has furnished to the Company a Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ for \_\_\_\_\_ (being 10% of the Total Annualized Contract Price) with validity of 15(Fifteen) months beyond the contractual period. The Performance Security shall be payable to the Company as compensation for any loss resulting from the Contractor's failure to fulfil their obligations under the Contract. **In the event of extension of the Contractual period, the validity of the Bank Guarantee shall be suitably extended by the Contractor.** The Bank Guarantee will be discharged by the Company not later than 30 days following its expiry.

**21.0 ASSOCIATION OF COMPANY'S PERSONNEL:**

The Company's engineer will be associated with the work throughout the operations. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and provide the Company with a standard of work customarily provided by reputed Contractors to major international oil companies in the petroleum industry.

**22.0 LABOUR:**

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

**23.0 LIABILITY:**

- 23.1 Except as otherwise expressly provided, neither the Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors,
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irrespective of how such loss or damage is caused and even if caused by the negligence of the Company and/or its servants, agent, nominees, assignees, contractors and sub-Contractors. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

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

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

**24.0 LIMITATION OF LIABILITY:** Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and/or criminal acts,

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

**25.0 INDEMNITY AGREEMENT:**

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

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

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## **26.0 INDEMNITY APPLICATION:**

The indemnities given herein above, whether given by the Company or the Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

## **27.0 SET-OFF:**

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

## **28.0 PAYMENT, MANNER OF PAYMENT, RATES OF PAYMENT & INVOICING PROCEDURE:**

28.1 The Company shall pay to the Contractor, during the term of the Contract, the amount due calculated according to the schedule of rates and schedule 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.

Request for payment/part payment to third party i.e. other than the party on whom the Contract has been awarded will not be entertained by the Company under any circumstances. The offers stipulating payment/part payment to such third party will be considered as non-responsive and such offers will be rejected.

28.2 **MANNER OF PAYMENT** : All payments due by the Company to the Contractor shall be made at the Contractor's designated bank. All bank charges will be to the Contractor's account.

28.3 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.

28.4 The Contractor will submit 6(six) sets of all invoices to the Company address given under para 15.1 (a) duly super scribed 'Original' and 'copy' as applicable for processing of payment.

28.5 The Contractor shall submit invoices to the Company on the day following the end of each month for all daily or monthly charges due to the Contractor.

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- 28.6 Invoice for reimbursable charges related to the contract will be accompanied by documents supporting the cost incurred.
- 28.7 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by the Company.
- 28.8 The Company shall within 20 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. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in sub-clause 27.3 above.
- 28.9 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.
- 28.10 Payment of the last Invoice after successful commissioning of the facility shall be made within 45 days following receipt of invoice by the Company accompanied by the following documents from the Contractor :
- a) Audited account up to completion of the Contract.
  - b) Tax audit report for the above period as required under the Indian Tax Laws.
  - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel, if any, engaged by the Contractor or by its subcontractor.
  - d) Any other documents as required by applicable Indian Laws.
- 28.11 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.

## **29.0 WITHHOLDING:**

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

- a) For non-completion of jobs assigned as per Section-II.
  - b) Contractor's indebtedness arising out of execution of this Contract.
  - c) Defective work not remedied by Contractor.
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- d) Claims by sub-Contractor of the Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against the Contractor.
- e) Failure of the Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- f) Failure of the Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another the Contractor of the Company.
- h) All claims against the Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by the Contractor to fully reimburse the Company under any of the indemnification provisions of this Contract.

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

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

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

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

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

### **30.0 APPLICABLE LAW:**

- 30.1 The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated in Dibrugarh/ Guwahati.
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30.2 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the Contract:

- a) The Mines Act 1952- as applicable to safety and employment conditions
- b) The Minimum Wages Act, 1948
- c) The Oil Mines Regulations, 1984
- d) The Workmen's Compensation Act, 1923
- e) The Payment of Wages Act, 1963
- f) The Payment of Bonus Act, 1965
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- h) The Employees Pension Scheme, 1995
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service)
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- k) The AGST Act, WB & Bihar GST Act
- l) Service Tax Act
- m) Customs & Excise Act & Rules
- n) Environmental Protection Act
- o) Public Liability Act

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

### **31.0 SUBSEQUENTLY ENACTED LAWS :**

Subsequent to the date of bid closing, if there is a change in or enactment of any law or change in application or enforcement or interpretation of existing law by any governmental authority or public body, which results in addition/ reduction in cost to Contractor on account of the operation contemplated under the Contract, the Company/the Contractor shall reimburse the Contractor/pay the Company for such additional/reduced costs actually incurred/saved by the Contractor, subject to the submission of documentary evidence by the Contractor/the Company.

### **32.0 ROYALTY AND PATENTS :**

If any material used or methods or processes practiced or employed in the manufacture of items to conform with the requirements of the contract is/are covered by a patent(s) in respect of which contractor is not licensed, the contractor shall, before using the

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material, method or process, as the case may be, obtain such license(s) and pay such royalty(ies) and license- fee(s) as may be necessary

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

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

## **PART – 3 SECTIONS – II**

### **SCOPE OF WORK / TERMS OF REFERENCE**

#### **1.0 INTRODUCTION:**

1.1 OIL INDIA LIMITED (OIL) a Government of India Enterprise, is a premier Oil & Gas Company engaged in Exploration, Production and Transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. The Company has operating interests across the country as well as in several foreign countries. The major Oil & Gas producing assets of the Company are located in Upper Assam Basin of North East India. The Operational area is spread over a radius of 60 km from head quarters at Duliajan. Duliajan is connected by Air with nearest Airport at Dibrugarh, 50 km away

1.2 OIL intends to construct four (04) Water Injection Station (WIS) at GCS#6, WIS#240, WIS#208 & WIS#21 (Dibrugarh District) in Assam under Improved Oil Recovery (IOR) . The Water Injection Stations GCS#6, WIS#240, WIS#208 & WIS#21 are located at a distance of 12Km, 10Km, 18 Km & 3 Km respectively from Duliajan. The installation will be constructed as per functional specifications of various process packages.

**2.0 OBJECTIVE:** OIL intends to hire Engineering Project Management Consultancy Services (EPMC) for construction of Water Injection Station at GCS#6, WIS#240, WIS#208 & WIS#21 engaging an EPC (Engineering Procurement Construction) contractor. An outline of the Scope of Services (SOS) of EPMC for creation of WIS would be as under:

- a. Develop detailed process philosophy, preparation of FEED documents, Basic Engineering, drawings, specifications, define scope of EPC works and cost estimation of EPC contract.
- b. Soil Investigation and topographical surveys.
- c. Conducting safety studies (QRA, HAZOP etc.)
- d. Preparation of EPC bid package, evaluation of EPC bids including technical recommendations.
- e. Review & approval of design/engineering documents/ drawings generated by EPC contractor and approval of vendor data-sheet during execution of the project.
- f. Construction supervision, inspection of Materials, quality control etc.
- g. Measurement of jobs carried out by the EPC contractor and certification of invoices raised by the EPC contractor for making payments.
- h. Supervision during pre-commissioning and commissioning.
- i. Monitoring and reporting area of concern and provide possible solution.
- j. Project closure and assists EPC during hand-over of WIS to OIL.

#### **2.1 BASIC PROCESS PHILOSOPHY:**

Treated Produced Water from ETP Tengakhat and STF, Madhuban, which are under construction, will be transferred through pipeline to GCS#6, WIS#208, WIS#240 & WIS#21 for re-injection into reservoirs through injection wells. The proposed WIS shall have storage tanks with proper anti corrosive internal coating, gas engine driven

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reciprocating injection pumps, piping network with non-corrosive liner/SS pipes (resistant to saline water), pump sheds & office facilities, internal roads, boundary wall etc. One WIS shall have O&M for 4 years after commissioning of the plant. Suitable Technology to be considered taken into account of quality of treated water to be received from respective sources.

WIS GCS#6 shall have additional pumps for transferring treated water to WIS#208, which will be 12 Km away from GCS#6.

Design capacity for the proposed WISs shall be 1500 KLPD with injection pressure 110-130 Kg/cm<sup>2</sup>

### **3.0 EXECUTION METHODOLOGY:**

The EPMC shall carry out Basic design, cost estimation, preparation of bid package to engage an EPC contractor for carrying out Detailed Engineering, Procurement, Fabrication and Construction/Erection works in accordance with the terms of the contract. EPMC will also monitor all execution activities of EPC contractor, Commissioning, Start-up, PGTR and project closure. Execution of above stated four WISs will be carried simultaneously by the EPC contractor.

Phase wise activities of EPMC for WIS GCS#6, WIS#208, WIS#240 & WIS#21 against each line item of Schedule of Rate (SOR) will be as under:

#### **3.1 EXECUTION PHASE-I:**

##### **Line Item 10 (Refer to PART 3 Section III - SOR)**

Induction with OIL, discussion with the OIL project officials at Duliajan for clear technical understanding of the project.

##### **Line Item 20 (Refer to PART 3 Section III – SOR )**

Contour mapping, Collection of Soil sample and soil data, carrying out Soil Investigation and submitting the investigation report to OIL for record.

Preparation of Basic Engineering & Process specifications based on soil investigation report and submission to OIL for approval. Carrying out HAZOP Study, Quantitative Risk Assessment (QRA) and SIL Study and submission to OIL for record.

##### **Line Item 30 (Refer to PART 3 Section III - SOR)**

Finalization of Project schedule (Bar Chart of the whole project) considering various facets of the job. Preparation of BOM (Bill of Materials) and cost estimates for the EPC work and O & M for 4 years for WIS GCS#6 (only) based on prevailing market rates and submission to OIL for approval.

##### **Line Item 40 (Refer to PART 3 Section III - SOR)**

Preparation of composite EPC Tender document based on Basic Engineering, FEED and other requirements for Construction and Commissioning of WISs.

Submission of EPC tender document to OIL in both hard (5 copies duly printed in colour and hard bound) and soft copies for uploading in the e-portal of OIL.

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Necessary clarification to the prospective bidders shall be provided by the EPMC. Opening of tenders (both Technical & Commercial) will be done at OIL's office at Duliajan only in presence of EPMC's representatives. EPMC will make necessary arrangement for attending the Opening of tenders at OIL's office at Duliajan at their own expenses.

### **3.2 EXECUTION PHASE-II:**

#### **Line Item 50 (Refer to PART 3 Section III - SOR)**

Scrutiny of Bids. Evaluation of bids for technical and commercial compliance, seeking clarifications from bidders, if any. Holding discussions (techno-commercial) with bidders in consultation with OIL. Submit the scrutinized bids for OIL's comments/approval and make final technical recommendation of EPC Contractor.

EPMC shall organize requisite pre-bid, post-bid meetings in consultation with OIL and in presence of OIL's representative for expeditious replies of queries. The EPMC shall prepare list of Technical Queries, obtain the replies for OIL with their inputs and forward the recommendations to the respective bidders. EPMC will prepare list of all queries and related correspondences forward to OIL.

On receipt of EPMC's recommendations on technical evaluation of the bids received against the tender, OIL shall arrange for obtaining necessary approval from OIL's competent authority for opening the priced bids of the technically qualified bidders.

After receipt of approval for opening of price bids of technically qualified bidders, EPMC shall intimate the technically qualified bidders for attending the priced bid opening. Priced bids shall be opened at OIL's office at Duliajan in presence of representatives from EPMC & technically qualified bidders within one week after intimating the bidders. Bids of the technically disqualified bidders shall not be opened.

EPMC shall tabulate the priced bids of the technically acceptable bids on comparative statement sheet and put forward their recommendation to OIL. Negotiations and discussions with the bidder, if any required, shall be arranged by EPMC in consultation with OIL. Justification for price reasonableness shall also be submitted by EPMC to OIL.

On receipt of EPMC's recommendations on final commercial evaluation of the bids received against the tender, OIL shall arrange for obtaining necessary approval from OIL's competent authority for awarding the contract to Successful Bidder. On receipt of necessary approval, OIL shall issue the Letter of Award (LOA) and enter into an agreement with the LSTK/EPC contractor. EPMC will make the Contract agreement of EPC Contract. EPMC shall make 10 sets of hard copies in binding format and 5 sets in soft copies of the contract agreement and submit to OIL.

### **3.3 EXECUTION PHASE-III:**

#### **Line Item 60 (Refer to PART 3 Section III - SOR)**

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EPMC will review plot plan, unit layouts, design, drawings, documents, vendor data & drawings of equipments, P & Ids etc. of four WISs provided by the EPC contractor and take necessary action as per Document Control Index (DCI).

**3.4 Line Item 70 (Refer to PART 3 Section III - SOR)**

Project Monitoring, Overall Construction Supervision in line with but not limited to the points mentioned below. OIL shall have the right to verify, cross check the same from time to time.

- 3.4.1 Construction supervision and total project management.
  - 3.4.2 To ensure adherence by EPC Contractor to the Scope of Work (SOW) and quality control requirements.
  - 3.4.3 Monitor and control the project schedule.
  - 3.4.4 Ensure quality control and safety of operation and certify the jobs executed by EPC contractor and scrutiny the RA bills prior to making payments.
  - 3.4.5 Ensure adherence by LSTK/EPC Contractor to statutory guidelines followed in upstream oil & gas industry.
  - 3.4.6 Liaise with EPC Contractor in Documentation, preparation of equipment log book, preparation of Safe Operating Procedure for all equipment and various facilities including and not limited to civil, mechanical, electrical, instrumentation.
  - 3.4.7 Submission of list of BOM (Bill of materials) in soft and hard form of all materials & equipments installed at the WIS Dikom along with quantities, manufacturer details, technical specifications etc.
  - 3.4.8 Monitor commissioning of individual equipments along with EPC contractor and submit commissioning report to OIL.
  - 3.4.9 Provide competent supervisory staff at the four construction sites to review/supervise construction, erection of plant & machineries, civil and structural engineering works and approve the materials and workmanship as per terms of the EPC contract.
  - 3.4.10 Supervision and verification of pre-commissioning test run carried out after erection/installation of equipment & machinery, electrical, instruments and piping networks.
  - 3.4.11 Organize project review meeting with OIL and the EPC contractor.
  - 3.4.12 Organize periodic site meeting with the contractor to ensure that work is being carried out in safe manner in accordance with the specifications and to the statutory regulations.
  - 3.4.13 EPMC will assist OIL in maintaining records and enforcement of labour laws and other statutory requirements applicable in the state including insurance of workmen.
  - 3.4.14 EPMC shall ensure that all necessary statutory approval of the installed instrument/equipment have been obtained by the EPC Contractor prior to commissioning of WIS and submit all the documents and certificates to OIL.
  - 3.4.15 Preparation of Standard Operation & Maintenance Manual in consultation with EPC contractor. This Manual will contain process sequence, instrument control, start up and shutdown procedures, etc.
  - 3.4.16 Review of start up, shutdown and emergency provisions and procedures.
  - 3.4.17 Participate in planning and scheduling of plant start up activities, wherever necessary.
  - 3.4.18 Carry out trial run of the WISs along with EPC contractor. EPMC shall ensure successful commissioning of the WIS by the EPC contractor to the satisfaction of OIL. EPMC shall submit final certificate of successful trouble free running of the
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whole plant to OIL.

- 3.4.19 Commissioning of the plant will be deemed to be complete upon expiry of 1 (one) months of continuous trouble-free operation of the plant from the date it is being put into operation. The trouble free operation will include operation of the plant, its all equipment (including operation of the stand-by facilities), components, instrument, process and other by-pass systems in auto and / or manual mode (as per design) establishing all control/ monitoring and shut-off systems. The above will be witnessed and recorded by EPC Contractor, OIL as well as the EPMC.
- 3.4.20 In the event of malfunctioning/defects of any equipment (including operation of the stand-by facilities), components, instrument, process and other by-pass systems during the first month of operation of the plant, the date of completion shall be counted from the day of rectification of such malfunctioning/defects etc. and the commissioning of the plant shall be considered upon completion of one month of trouble-free operation, as stated above, from the day of rectification which shall be at no extra cost to OIL by the EPMC.

#### **4.0 DETAILED SCOPE OF SERVICES OF EPMC:**

**4.1 STUDIES TO BE CARRIED OUT:** The following studies are to be carried out by the EPMC for all the four WISs and necessary documentation/reports are to be submitted to OIL and statutory bodies.

**A) HAZOP STUDY:** Detailed Hazard Identification (HAZOP) study shall be carried out on the proposed design of the WIS and a report shall be submitted as per best practices followed in the industry. Hazard and Operability (HAZOP) study of the plant design and the updated P & IDs of the main process and different units, utility and support systems of the plant considered critical from operating view point should be undertaken with the aim to freeze/firm up the instrumentation and the control system design/specifications, requirement of added safety provisions/protection layers and to identify other operation related problems / hazards. Special attention should be given to check the control philosophy and the Safety Instrumentation System presently been adopted in relation to Water Injection Station (WIS) used in Oil & Gas industries.

#### **B) QUANTITATIVE RISK ASSESSMENT STUDY:**

- (i) Calculations of the magnitude of the potential loss and the probability that the loss will occur.
- (ii) Hazard Identification, Frequency Analysis, Hazards Analysis, Risk Determination.
- (iii) Onsite and Offsite risk assessment.
- (iv) Best industry practice to be followed for QRA study.

**C) SIL (SAFETY INTEGRITY LEVEL) STUDY:** The study will be based on the above HAZOP & Risk analysis study results/data to comply IEC61511 & IEC61508 standard requirements. Detail SIL (Safety Integrity Level) study based on the above HAZOP study results/data has to be carried out to comply IEC61511 & IEC61508 standard requirements. The SIL study should determine all the safety functions that will be required to achieve risk reduction to “ALARP” (as low as reasonably practicable level) and then the requisite SIL level should be assigned to each safety function. The SIL study should determine the safety requirement specifications (SRS) for the proposed safety instrumented system for the entire facility. SIL study has to be carried out through certified “Functional Safety

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Professional/Experts”.

#### **4.2 Water Injection Pumps and associated facilities:**

- (i) EPMC to Prepare FEED, Design, Plant & Equipment Lay-out and P&ID.
- (ii) EPMC to calculate no. of Water Injection Pumps required as per required design capacity of OIL with standby provision.
- (iii) If required EPMC to calculate no. of deep tube-wells required to be dug as per water volume requirement.
- (iv) If required Installation of water treatment facility (Erection of Iron Removal Plant along with standby facility and construction of Overhead tanks).
- (v) Erection and Construction of produced water storage tanks for having two days storage capacity as per OIL's requirement.
- (vi) Installation of proper metering system for measuring injection water volume, injection pressure and other related parameters.
- (vii) EPMC to design piping networks, calculate requirement of pipes, valves, fittings etc. and provide guideline/procedures as per latest OISD, API, ASME guidelines for erection, welding, Radiography of pipes and other fittings etc.
- (viii) Handling, aligning, fabrication and testing of manifold completed with fixing of all types of pipe fittings, nipples, valves, SRVs etc.
- (ix) Installation of Gas / Oil separators and scrubber for Fuel Gas required for Gas Engine Driven Units & other facilities.
- (x) Installation of Air compressors.
- (xi) Hydraulic testing of all piping, vessels and equipment installed.
- (xii) EOT/ Manually operated Crane should be incorporated to carry out maintenance jobs.
- (xiii) Chemical dosing to be decided during process design as per requirement of OIL.

**4.3 BASIC ENGINEERING & FRONT END ENGINEERING DESIGN:** The Engineering Project Management Consultant (EPMC) appointed for the project shall have the primary responsibility of carrying out Basic Engineering & Front End Engineering Design (FEED), preparing cost estimates, technical specification (NIT specs) and for evaluation of bids and ensuring quality of procurement items and workmanship of construction in line with sound established and safe engineering practices, standards and codes, completing the project as per the terms and conditions of the contract and to the satisfaction of OIL and commissioning the project within the agreed time schedule. The layout & installation should provide optimum space for further expansion in terms of plant's storage & operating capacity. All the drawings should preferably be finalized by EPMC during Basic Engineering & FEED except for what will be prepared during Detailed Engineering phase (viz. fabrication drawings, construction drawings foundation, steel frame, construction drawings for electrical equipment, instrumentation and piping, vents/drain, Hook ups, Loops, vendor data etc.). Following on from Basic or FEED engineering work, EPC/LSTK contractor will develop Detailed Engineering as per EPMC's guidelines.

EPMC must provide Bar Chart indicating all the activities and time line including major milestones for Execution Phases I, II & III separately as per project schedule

##### **4.3.1 PROCESS:** It shall include,

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- (i) To establish final design parameters/basis and limit of the system.
- (ii) To establish latest, suitable, appropriate & proven technology and development of Good Practice Guidelines.
- (iii) Preparation of Process Flow Diagram showing operating conditions, Material Balance, Composition of streams etc.
- (iv) Preparation of Process Package operating summary of design basis, brief description of plant, measurement-control-automation, P&ID, PFD, Plot Plan etc., utility requirement and fire protection & fighting system as per statutory requirements, guaranteed plant performance, turned down conditions etc., Equipment Layout, Line Schedule, Instrument Schedule etc.

**4.3.2 EQUIPMENT ENGINEERING:** It will include:

- (a) Preparation of drawings as per Basic Engineering & FEED requirement, defining major equipment, giving the layout of equipment with sections and elevations, wherever necessary for equipment engineering as per the statutory guidelines followed in upstream oil industry.
- (b) Define scope and finalize engineering specifications based on process data sheets for all static and rotary equipment.
- (c) Provide specifications/standards for all equipment and machinery.
- (d) Review/approval of drawings/documents of EPC Contractor during execution as necessary.

**4.3.3 MECHANICAL AND PIPING SCOPE OF WORK:** It will include

- (a) Provide information on applicable codes/standards for pipe classification.
  - (b) Pipe Adequacy sizing and Stress analysis for piping.
  - (c) Design of the piping system of the installation including design of necessary pipe supports, witnessing and certifying Hydro tests of piping system, tanks etc. as per relevant OISD, ASME, API standards and validation of test reports for onward submission to OIL.
  - (d) Design of all equipment like Tanks, Pumps and engines, air compressors, EOT Cranes, Filters, instrumentation control and monitoring, electrics and illumination etc. required for the proposed WIS.
  - (e) Preparation of General Layout Plan including Plot Plan for the plant with position dimensions of the major equipment/systems as per provisions of the OISD and DGMS guidelines.
  - (f) Total load calculation of the plant and design of suitable Gas Engine Driven Generating Sets with 100% running and 100% stand-by provisions.
  - (g) Review/approval of drawings/documents of EPC Contractor during execution as necessary with respect to engineering performed and statutory requirement.
  - (h) Liaise with the EPC Contractor in Detail Design, selection, procurement, inspection, installation, hook-up, testing, Hydro-testing, pre-commissioning, commissioning, performance guarantee tests for all the mechanical equipments, line pipes, valves, pumps, pipe fittings etc. as per requirement of the WIS. The same has to be certified by the EPMC.
  - (i) Providing inputs; assist and validate the EPC Contractor in Preparation of technical data sheet, drawings, Safe Operation Procedures for all static and rotary equipments and packaged items based on the requirements for operation of the WIS. It will be
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the responsibility of the EPMC Contractor to submit the validated SOP to OIL.

#### **4.3.4 Electrical:**

1. EPMC to carry out Load ratings & power requirement calculations for the entire WIS station and also to determine no. of Gen-sets which may be required to provide uninterrupted power supply along with standby facility.
2. The EPMC should plan illumination with latest type of luminaries and techniques and should ensure that minimum efforts are required for the maintenance of the lighting system. As far as possible, the entire area to be lighted with High Mast lighting system (30 Meter). Peripheral Lighting is to be considered as per prevailing codes and practices using sufficient nos. of luminaries. Laying and installation power cables shall be carried out in buried cable trenches. EPMC shall also provide specification for supply and installation of suitable light fittings and fixtures in all the buildings and sheds in the EPC/LSTK contract for WIS.
3. Requirement of electrical panels, loop testing & termination etc.
4. Nomenclatures of electrical panels, equipments and provision for caution /danger boards.
5. Specify applicable codes/standards for electrical supplies and erection.
6. Provide final agreed specifications/standards for all electrical supplies, erection to be incorporated in the EPC contract.
7. Review/approval of drawings/documents of EPC Contractor and equipment supplier during execution as necessary with respect to engineering performed.
8. Ensure preparation of technical specifications/data sheets for all electrical equipments through EPC Contractor.
9. Ensure preparation of cable tray/trench and earthing layouts through EPC Contractor.
10. Ensure preparation of illumination layout drawings through EPC Contractor.
11. Ensure preparation of typical installation drawings for installation, earthing and lighting fixtures through EPC Contractor.
12. Ensure Preparation of single line diagrams and typical control schematic drives through EPC Contractor.
13. Ensure preparation of area classification drawings through EPC Contractor.
14. Ensure provision by EPC Contractor for Special alarm for substation equipment, drive motors, lighting fittings, motor control centers, security alarm at gate office etc.

#### **IMPORTANT NOTES:**

Cement Concrete House: - EPMC will assist and ensure that all electrical Panels, Switchgears & equipments be accommodated in a cement concrete house (with proper Exhaust Fan System) /sheds etc.

ELCB/ELR: - EPMC will assist and ensure that all motors and lighting circuits be protected by suitably rated ELCB/ELRs as per Central Electricity Authority Rule No. 42.

Neutral Grounding Resistance: - EPMC will assist and ensure that Resistance Grounding system for Generator Neutral to be provided to limit the ground fault current to 750 mA as per Central Electricity Authority Rule No. 100.

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Lighting Transformer: - EPMC will assist and ensure that the lighting system conform to relevant IS Codes and practices. They will ensure that suitably Rated Lighting Transformers and related Switchgears be provided for Lighting system and the Voltage shall not exceed 250 V between phases as per Central Electricity Authority Rule No. 102 (ii) (b).

Lightning Protection System: - EPMC will assist and ensure that Lightning Protection System be generally provided by EPC/LSTK contractor for the equipment, structures and buildings if required.

#### **4.3.5 Instrumentation:**

1. EPMC to provide complete information for Instrumentation package to be adopted/incorporated in EPC contract for the WIS facility as per design philosophy and approved P&ID.
2. EPMC to ensure that the Materials of Construction (MoC) for instrument equipment shall be compatible to the corrosion resistance, pressure and temperature conditions of the process fluids handled. Generally, all instrument wetted parts, in contact with the process fluid shall be SS316 (minimum), or of a material equal to or better than that of the related vessel or line.
3. EPMC should ensure that, all pneumatic system of the WIS will be powered by dry compressed air. A suitable compressed air supply system comprising of Air Compressors (1 running & 1 Stand by), Air filter, dryer and Air tanks would have to be provided in the design.
4. Design of suitable communication system for Voice, Data communication and ERP system connectivity etc. The system shall be compatible with OIL's existing communication system.

#### **4.3.6 CIVIL & STRUCTURAL SCOPE OF WORK:** It will include:

- (i) Carrying out detail soil investigation including soil characteristics, ground water table level, safe bearing capacity and recommend type of foundations for various types of structures proposed for the project to be furnished considering the relevant BIS codes. The final report of soil investigation is required to be submitted both as hard and soft copy to OIL for record.
  - (ii) Development of design criteria for all civil, structural and architectural works etc.: a brief note on the same to be furnished considering the international standard practices, as well as safe and standard practices in the up-stream oil Industries.
  - (iii) Detail Planning, analysis, and checking of design of all the structures, facilities, various foundations including offices, sheds and control room, Overhead water tanks, Produced Water Storage Tanks etc. made by EPC contractor as per relevant BIS Codes and National Building Code which should be economical considering serviceability, utility and safety. This design should be submitted both as hard and soft copies to OIL for record.
  - (iv) Design of pavements, Industrial and Potable water supply system and efficient drainage system.
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- (v) For design of foundations for various equipments, the static and dynamic loads, which are to be considered, are to be provided to EPC contractor. The final design and drawings prepared by EPC contractor are to be checked and approved by EPMC.
- (vi) Drawings should be prepared in detail in CAD /Auto-CAD and should cover all the details including the bar bending schedule, Joints and weld details or other shop drawings as per the requirement. The drawing shall include:
  - (a) Name of Project, Company (OIL), Consultant & Contractor
  - (b) Title of the Drawing
  - (c) Drawing No. Issue Date, Revision No.
  - (d) Statement for Revision
  - (e) Revision Identification Mark
  - (f) Release Status
  - (g) Designer/Checker's/Draughtsman's name/initial

The EPMC 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 for civil and structural works. The drawing register shall be a controlled document and shall be kept updated/ revised and shall be issued on A3 /A4 size sheets.

- (vii) The drawing and any other information required by the EPC contractor for the project shall be furnished by the EPMC. During execution of the work, quality control of workmanship and materials including necessary tests to be carried out for quality assurance as per relevant BIS code and safety measures required are in the scope of EPMC. These are to be in line with standard norms, APWD/CPWD/CVC Guidelines. Submission of test certificates for quality assurance for all building materials utilized from appropriate authorities shall be ensured by EPMC.
- (viii) Incorporation of modifications during the course of execution of the project and incorporation of the same in relevant revisions and issue of revised drawings are in the scope of EPMC.
- (ix) Provide "As Built Drawings" and submission of the same to OIL. Both in hard & soft copies based on the progressive completion of jobs.

#### **4.3.7 FIRE PROTECTION & SAFETY:**

- (i) Design of fire protection and fire fighting facilities conforming to latest OISD, OMR, NFPA, BIS norms etc. whichever is applicable.
- (ii) Layout drawings shall be prepared for all Fire Fighting network and Fire alarm & Detection system.
- (iii) Preparation of Fire Emergency Manual with scenario based contingency plan.

The above will be prepared as per requirement of Water Injection Station.

#### **4.4 SAFETY & ENVIRONMENT:**

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- (i) EPMC to ensure that all EPC Contractor personnel will have to undergo Mines Vocational Training, IME, PME prior to deployment at site.
- (ii) Ensure all Piping including Fire water lines should be above ground and should have single point support if required in WIS.
- (iii) EPMC to ensure that all site works shall be carried out in accordance with prevailing statutory norms for upstream industry.
- (iv) In absence of a stipulated provision, sound industry practices shall guide the project execution work and operation & maintenance thereafter.
- (v) EPMC shall approve the safety policy of the EPC Contractor.

**4.5 PROJECT MANAGEMENT:** The Project Manager/RCM of EPMC shall be prime contact between the OIL and EPMC contractor. He shall be assisted by appropriate staff to control and coordinate all aspects of engineering and other related activities. In order to control the project, the Project Manager shall develop an overall project schedule and S-curves for physical progress and financial budgeting to ensure that the project is completed within the stipulated time frame and cost. The project schedule shall be used as a basis of reporting the progress of the work on a monthly basis.

The major responsibilities of the Project Manager and his team shall be:

- (a) Project Manager shall be engaged as soon as LOA is issued to EPMC.
  - (b) Liaison with OIL.
  - (c) Carryout overall project management and administration of the project works covering planning, review, co-ordination and reporting.
  - (d) Responsible for all acts and omissions of the EPC contractor in regard to successful execution and commissioning of the project.
  - (e) Overall management of the project including assisting OIL in cost control reporting in mutually agreed format using modern management tools.
  - (f) The PM (Project Manager) will not use the project data for any purpose other than this project and will ensure complete secrecy of the data.
  - (g) Holding periodical review meetings with EPC contractor to monitor the progress identify constraints, slippages and suggest remedial measures.
  - (h) Preparation of reports.
  - (i) Prepare Procurement Status Report as and when required by OIL.
  - (j) In the event of EPC decides to engage some engineering firm other than that mentioned in the EPC tender, the EPMC has to ensure the suitability of the firm as per the EPC tender specifications and submit its report to OIL.
  - (k) EPMC shall carry out delay analysis of the project from time to time on advice from OIL.
  - (l) EPMC shall ensure that all handing over documents during Project closure are in order and complete in all respects and certify the same.
  - (m) During the progress of the project, if certain changes in the scope of the EPC are envisaged, EPMC shall provide estimates for such changes and also examine and validate the estimate provided for such changes by the EPC. EPMC shall also provide technical and financial justifications for such changes and assist OIL in preparation and approval of Change Orders from Competent authority. EPMC shall also provide justifications for any audit queries arising out of such acts raised within one year of plant commissioning.
  - (n) The EPMC shall be present at the Kick-Off-Meeting to be held with the EPC Contractor at Duliajan at its own cost.
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- (o) Carrying out Final Project Delay analysis if any on advice from OIL, carrying out EPC Contract Closure activities etc. EPMC shall submit a Project Close Out report to OIL either based on EPC Contractor's report (if applicable) or on its own.

The Project Manager (if not deputed at site) shall visit actual job site, attend meeting with OIL Project team, and EPC Contractor at least once in 2 months. He shall also visit OIL for specific Project requirements, meeting with OIL's authorities etc. as and when intimated by OIL.

#### **4.6 PURCHASE MANAGEMENT:** It will include but not limited to the following:

EPMC shall refer to the relevant clauses of EPC Tender attached herewith to ascertain their degree of involvement in line with the scope of this tender.

- (a) Review all technical specifications for EPC contractor for the purchase, supply, installation, construction and commissioning of project. EPMC to ensure the equipments and parts are of national/international standard as per prevailing industry practice and new in make.
- (b) To ensure that the vendor selection for all items and equipment is as per the vendor selection criteria provided in the EPC Tender. EPMC shall approve the RFQs of the EPC Contractor and ensure the completeness and compliance of the same in all respects. EPMC shall also be responsible for approval of the selected vendors/suppliers with intimation to OIL.
- (c) EPMC shall cross check the P.O copies placed by the EPC Contractor on the equipment/material suppliers for their genuineness. On advice from OIL, EPMC shall liaise with the suppliers and vendors to ensure that the orders are actually placed and payments made to the supplier/vendor by the EPC Contractor against the items for which the EPC Contractor has raised invoice or EPC/LSTK payment has been released.
- (d) To ensure and check the validity, applicability and correctness of the equipment guarantee/warranty certificates submitted by the EPC Contractor from the equipment suppliers and to ensure that the same protects the interest of OIL.
- (e) Assist EPC Contractor/OIL in obtaining clearance from Empowered Committee.
- (f) The EPMC would assist OIL in replying all audit queries raised within one year of plant commissioning.
- (h) The EPMC shall liaise with equipment/material suppliers to expedite delivery.
- (i) To ensure that all spare parts required are supplied by the vendors of EPC Contractor and certify the same for accuracy of fit, quality and quantity.

#### **4.7 INSPECTION/EXPEDITING SERVICES:**

- (a) Reviewing essential documents, Supplier's TPI certificates, MOC certificates etc. and overall checks on quality for supplies.
  - (b) Ensuring that the TPI engaged for equipment inspection and site inspection are as per the approved TPI list.
  - (c) Inspection of critical equipment at identified stages for supplies.
  - (d) Review and approval of QA/QC/QAP programme of the EPC Contractor.
  - (e) Witnessing field performance test of critical equipment.
  - (f) Certifying site based 3rd Party inspection reports for all engineering disciplines.
  - (g) Ensuring that the inspection activities are carried out as per approved QAP.
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- (h) Expediting vendor's work on case to case basis, required from time to time at the discretion of OIL.
- (i) Ensuring that all materials mechanical, electrical, instrumentation etc. required for the project are delivered as per approved BOM/MTO. The individual BOM/ MTO for each discipline, item etc. shall be reviewed and approved by the EPMC.
- (j) It is the overall responsibility of the EPMC to ensure that all the equipments/ materials/machineries etc. required for the project are of sound quality as per the industry standards of EPC tender requirements and meet the requirements/specifications for successful commissioning and operation of the project. Any delay in the Project due to faulty inspection shall be attributable to the EPMC.
- (k) The EPMC shall depute its personnel at Vendor's location within India for carrying out inspection services viz. witnessing and certifying of the following: Raw Materials used, Surface preparations, Paintings, conformance to drawings & standards, NDT, Hydro tests etc. of various equipment on intimation by OIL. The EPMC is required to quote its rate against such services which shall be inclusive of all expenses for a maximum number of 2 days for 1 person.

**4.8 DOCUMENTATION & SUBMISSION OF REPORTS:** EPMC shall prepare and submit reports as follows and as mentioned in various clauses and annexures. The format of the report shall be discussed and mutually agreed between OIL & EPMC. Daily, weekly and monthly reports shall be generated from the EPC submitted reports with opinion/remarks of EPMC. In case EPC fails to submit the report, EPMC shall generate on its own. In general, reports shall be submitted in soft form. However, on advice from OIL based on the requirements, EPMC shall submit the Monthly reports and quarterly reports in Hard copies also. However, it is the responsibility of the EPMC to ensure the timely submission of reports by the EPC. Reports should include the followings:

**1) Project Progress Reports shall include: -**

**i. Daily Report:** Daily report should include day to day progress report of site work as well as engineering activities.

**ii. Weekly report:** Weekly reports will include the works completed at the end of the week and also the target jobs of the next week. It should also include material or equipment procurement status report, if any.

**iii. Monthly Report:** Monthly progress reports shall include the historical background of the Project, a brief description of actual versus planned progress, problems encountered and resolutions, and comments on the quality of work and EPC Contractor's performance. The reports shall include graphs or charts showing physical progress of works. The reports shall also include colour photographs showing completed work and construction activities undertaken during the relevant reporting period.

Monthly report should also indicate item wise detail status of various procurements. Monthly report will contain a section devoted entirely to an assessment of the impact of accumulated delays, if any, in the execution of works and a projected date for completing the delayed jobs without affecting the Project schedule. The progress report shall highlight the specific delays, impact of accumulated delays, reason for such delays, action plans proposed to bring back to original schedule, major bottlenecks and holdups. The format of

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the progress report shall be discussed and mutually agreed between OIL and EPMC.

Each report shall contain a section devoted to reporting the status of Emergency Works and Work Orders issued to the EPC Contractor, detailing the dates of notification and subsequent actions and the time and cost effects as assessed, where appropriate.

**iv. QUARTERLY REPORT:** The EPMC shall prepare quarterly reports that summarise the content of the monthly reports, giving an overview of progress on the contract and the main issues that have arisen during the period. Each quarterly report shall contain an introduction presenting historical project background to set the current report in context. The report should contain an analysis of the EPC Contractor's performance.

**2) ACCIDENT REPORTS:** A report of the circumstances of any significant accidents occurring during execution of the project shall be forwarded to OIL.

**3) OTHER DOCUMENTATION:** The EPMC shall keep record as mentioned below, but not limited to the followings:

(i) Maintain at the project site orderly files for correspondence, reports of site meetings, product and material submissions, site instructions, information and drawings issued subsequent to the start of works contract, as well as Consultant's clarifications and interpretations of the contract documents, progress reports and other related documents.

(ii) Keep a diary or log, recording daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.

(iv) Records and Minutes of the Meetings held with the EPMC and with the EPC and OIL.

#### **4.9 PROJECT MONITORING & CONSTRUCTION SUPERVISION:**

Project Monitoring, Overall Construction Supervision shall be in line with but not limited to the points mentioned below. OIL shall have the right to verify, cross check the same from time to time.

**i.** The EPMC shall ensure the mobilization by the EPC Contractor as per the EPC Contract and certify the mobilization carried out by the EPC Contractor.

**ii.** Construction supervision and assistance in project management.

**iii.** Adherence by the EPC Contractor to the SOW requirements and control.

**iv.** Monitor and control the project schedule.

**v.** Ensure quality control and safety of operation and certify the jobs executed by EPC contractor.

**vi.** Ensure adherence by the EPC Contractor to statutory guidelines followed in upstream oil & gas industry.

**vii.** Liaise with the EPC Contractor in documentation, review and validation of equipment log book, review and validation of Safe Operating Procedure for all equipment and various facilities including and not limited to civil, mechanical, electrical, instrumentation.

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- viii.** Review and validation of list of BOM (Bill of materials) in soft and hard form of all materials & equipments installed at the plant along with quantities, manufacturer details, technical specifications etc and submission to OIL.
- ix.** Monitor Pre-commissioning of individual process blocks and equipments along with EPC contractor and submit commission report to OIL.
- x.** Provide necessary competent supervisory staff in the related discipline at the construction site to review/supervise construction, erection of plant and equipment, civil and structural engineering works and others, approve the materials and workmanship.
- xi.** Supervise site development works like site grading, construction of roads, culverts, storm water drains, etc.
- xii.** Carry out Technical audit review for supervision of civil/structural/mechanical erection of equipment and machinery and piping.
- xiii.** Carry out Technical audit review for supervision of erection and installation of all electrical and instruments as necessary.
- xiv.** Supervision and verification of the final tests carried out after erection/installation of equipment and machinery, electrical, instruments and piping for turnkey package plants.
- xv.** Organize periodic site management meeting with the EPC contractor to ensure that work is carried out in safe manner in accordance with the specifications and to the regulations.
- xvi.** Organize Project Review Meeting with OIL and the EPC Contractor.
- xvii.** The EPMC will assist OIL for maintaining record and enforcement of labour laws and other statutory requirements applicable in the state including insurance of workmen.
- xviii.** Measurement of works carried out by the EPC Contractor and certify the invoices submitted thereof by the EPC Contractor for the works completed and submit to OIL.
- xix.** The EPMC shall ensure that all necessary construction equipment, tools and tackles required for the project are mobilized by the EPC Contractor. Such machinery shall be of good health and proper condition.
- xx.** The EPMC shall ensure that all equipments, measuring tools etc. used are calibrated (wherever applicable) and shall check for validity of the calibration certificates.
- xxi.** The EPMC shall ensure that all the activities carried out by the EPC contractor are within the provisions of the EPC Contract and laws and regulations prevailing at the time.
- xxii.** The EPMC shall ensure that the personnel/workers/labours employed by the EPC/LSTK Contractor undergo PME medical examinations.
- xxiii.** The EPMC shall also ensure that all the insurance clauses for man, materials and equipments appearing in the EPC Contract are followed by the EPC Contractor and shall check and verify such documents thereto.

**4.10 TRIAL RUN & COMMISSIONING OF THE PLANT ALONG WITH OIL'S PERSONNEL AND THE EPC/LSTK/EPC CONTRACTOR:** After testing and mechanical completion of project, the EPMC shall ensure successful commissioning of the plant by the EPC Contractor to the satisfaction of OIL and also ensure training of personnel from OIL by the Contractor EPC during the period of trial. Activities shall include:

- i.** Assisting the EPC Contractor for Successful continuous Trouble free Trial run of the Plant along with all installed equipments by the EPC Contractor with supervision and monitoring by the EPMC. The EPMC shall submit final certificate of successful trouble free running of the whole plant with acceptable parameters. Review of P&IDs, approval of all as-built drawings.
  - ii.** Liaising with EPC Contractor in preparing Standard Operation & Maintenance Manual
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(SOP). SOP shall be prepared by the LSTK/EPC Contractor and shall be reviewed & approved by the EPMC. Plant Operating manual will outline process sequence, instrument control, start up and shutdown procedures, etc. Review of operating manual prepared by the EPC Contractor.

- iii. Review of plot plan, unit layouts, control room and panel layouts, instrument logics etc. as necessary.
- iv. Review of start up shutdown and emergency provisions and procedures.
- v. Participate in planning and scheduling of plant start up activities, wherever necessary.
- vi. Liaise with the EPC Contractor in preparation of pre-commissioning program and to assign priorities during final stages of construction work.
- vii. Check plant units for mechanical completion and pre-commissioning at site.
- viii. The EPMC shall ensure that all requisite statutory approvals for the installed instrument/facility have been obtained by the EPC Contractor prior to commissioning of the Plant and submit all the documents and certificates to OIL.
- ix. The process units shall be considered to be commissioned successfully when all the units, with instrumentation / control systems, process, utilities and support systems have been on uninterrupted stable operation for not less than 72 hours. Whether the 72 hours operation has been successful or not, shall be decided jointly by the EPMC and OIL based on observations recorded during 72 hours. The countdown for 72 hours operation shall start only after unit has been on stable operation with all controls and safety system in normal operation for a period of not less than 48 hours. The unit shall be considered to be commissioned successfully when the entire unit, equipment, with instrumentation/control systems, process, utilities and support systems have been commissioned. If after successful completion of PGTR any equipment/ parts/ machinery/vessel/tank etc. Malfunctions/fails during the time period stipulated for commissioning, the EPC Contractor shall replace/modify the same within warranty conditions. In such a situation the EPC contractor shall undertake PGTR once again after replacement/repairing of the equipment or part as applicable. The extent of repair i.e. replacement of part or replacement of the equipment or minor repair shall be jointly agreed by the EPC and EPMC/OIL.
- x. Monitoring of training activities provided by EPC to OIL personnel, if applicable.
- xi. Assistance in preparation and review and approval of draft commissioning report by EPC Contractor, Safe Operating Procedure (SOP), O & M manual and maintenance schedule for the installation.
- xii. Final handing over to OIL/Concerned authority.
- xiii. Ensure that all statutory clearance certificates for operation of the WIS are available.

## **5.0 EPMC OFFICE & MANPOWER REQUIREMENT :**

i) **OFFICE SET-UP:** EPMC will have to set up an office at Duliajan/Dikom with all infrastructures for report generation, project monitoring etc. at its own cost for day-to-day Project co-ordination. The EPMC can carry out the drawing and document approval activities from their permanent office set-up.

ii) **PROJECT MANAGER:** There shall be a professionally qualified Project Manager with

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Engineering Degree qualification background to lead the Project Team. The Project Manager must have experience of at least **20** years in the field of design, Project execution and overall Project Management. He must be well versed with all aspects of, including but not limited to data acquisitions, installation in Oil & Gas industry and system designing, knowledge of different field proven technologies, comparison and evaluation thereof to identify appropriate and latest proven technology, detailed design & engineering, preparation of tender document specific to the job requirement, material selection, operations, result analysis and trouble shooting, co-ordination and supervision of all kind of activities related to the construction of complete system and commissioning. He shall have the ability and authority required for performance of the consultant's job. He shall liaise with OIL's representative for the proper co-ordination and timely completion of the job.

**iii) TEAM MEMBERS/DOMAIN EXPERTS/ENGINEERS:** The Project Team (both Engineering team and Construction team) must comprise of professionally qualified members each having **5 (five) years** experience in the respective domain/professional fields of (i) Mechanical Engineering, (ii) Piping, (iii) Electrical, (iv) Instrumentation, (v) Civil, (vi) Process Engineering, (vii) Safety (viii) Project Planning & Administration (ix) QA/QC etc. Moreover, each of them must have work experience as a team member in at least in one successfully completed surface facility project in Oil & Gas / Petrochemical / Refinery industry.

**iv) ENGAGEMENT OF MANPOWER:**

**a.** The disciplines of tentative Manpower requirement are as below. The number of disciplines and the number of personnel per discipline may vary based on the Project requirement and EPMC shall agree to depute any other required discipline or personnel on intimation by OIL.

1. PM/RCM
2. Safety
3. Mechanical/ Piping
4. Civil
5. Electrical
6. Instrumentation
7. Planning / Document Controller
8. QA/QC
9. Commissioning Engineer

**b.** The manpower required to be deployed at any point of time during the Project shall be intimated to EPMC by OIL at least 7 days in advance from the required date of deputation. Failure to depute any personnel within 7 days from required date of deputation shall attract penalty @Mandays rate quoted by the EPMC until the required personnel is deputed.

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The penalty shall be calculated as follows:

(No. of person failed to be deputed) X (No. of days) X (Quoted Mandays rate).

The Penalty shall be deducted from Monthly Bills of the EPMC.

c. EPMC shall maintain a daily register of attendance of their personnel which may be inspected by OIL at any time.

d. EPMC shall be eligible for payment on actual working days but not on off days, holidays etc.

e. During any closure of site activities due to unforeseen reasons or reasons not attributable to the EPMC, EPMC personnel shall report to OIL's office.

f. OIL may ask the EPMC to disengage and re-engage their site personnel based on project requirements, temporary closure of site works for a prolonged period etc. as felt necessary by OIL. EPMC shall not be eligible for Mandays payment against the disengaged personnel during that period. Intimation for disengagement shall be given by OIL at least 3 days in advance from the date of disengaging.

Upon resumption of work EPMC shall re-depute their personnel on intimation by OIL within 7 days from such intimation. Failure to depute will attract penalty as stated in Sl. b above. Payment for the To-Fro cycle trips for such disengage-reengage shall be made on the number of actual trips as per the rate quoted by the EPMC. Payment shall be made only after the disengaged discipline Engineer is re-engaged to work upon intimation by OIL. EPMC shall not be eligible for payment if the discipline Engineer is disengaged but not re-engaged again. EPMC shall also not be eligible for payment on replacement of the discipline Engineer due to EPMC's internal reasons, personnel going on leave, or on intimation by OIL due to non-performance of the personnel.

g. EPMC shall not be paid for the number of days any of their personnel going on leave. If required by OIL, EPMC shall agree to suitably replace any personnel going on leave.

h. The EPMC shall take necessary action for their office set-up / accommodation of their personnel during their visit for Kick-Off-Meeting.

i. For calculating the Number of days of intimation Sundays and holidays shall also be calculated.

**Note:**

(i) EPMC shall submit the profiles of their personnel for OIL's approval.

(ii) Electrical personnel (domain expert) engaged at site shall have Electrical supervisor's Certificate of Competency issued/vetted/recognized by State Electricity Board, Assam or Equivalent State Board.

**6.0 PROJECT SCHEDULE :**

The EPMC shall work within the indicated time schedule as given under:

- i. **05 (Five) Months** for completion of Execution Phase I (Activities are mentioned in Para 3.1 of Part 3 Section II)
  - ii. **05 (Five) Months** for completion of Execution Phase II (Activities are mentioned in Para 3.2 of Part 3 Section II)
-

- iii. **22 (Twenty) Months** for completion of Execution Phase III (Activities are mentioned in Para 3.3 of Part 3 Section II)
- iv. **Additional 03 (three) months** for contract/project closure activities (if applicable) will be given to the EPMC in case of EPC contract get extended due to reasons not attributable to the EPMC.

**7.0 PLANT BATTERY LIMITS:** The battery limit of LSTK/EPC contract shall be within the Boundary wall of the project site.

**8.0 TIME SCHEDULE:** The project shall be executed and completed in all respects within the quoted project completion period from the **date of issue of Letter of Award (LOA)** to the successful EPMC. The successful EPMC upon issuance of L.O.A. shall submit to OIL an implementation schedule and be obliged for its strict adherence.

**9.0 EPMC DELIVERABLES:** A tentative guideline for the EPMC deliverables against the SOR line items is provided in **Part-3, Section III**. However, the same shall not be considered as exhaustive and final. The EPMC shall agree to carry out all activities required for completion of the project.

**10.0 SPECIAL CLAUSES:**

10.1 The EPMC shall replace any of their personnel(s) at any point of time during the contractual period if, in the opinion of OIL, the said personnel(s) is/are not suitable to be member(s) of the Service team for sufficient reasons.

10.2 All EPMC personnel engaged at site will have to undergo IME/PME.

10.3 The EPMC to adhere to OIL's HSE Management System and HSE Policy.

10.4 For protecting the interest of Oil India Limited, The EPMC or any of its personnel shall not be involved or engaged as the Engineering Consultant or perform any such duties on behalf of the EPC Contractor.

**11.0 GUARANTEES :**

**11.1 GENERAL:** The EPMC shall guarantee that the design and engineering works and services shall be as specified and technical documentation to be developed shall be in accordance with sound and established engineering practices, using International standards and Indian Codes and Regulations, wherever applicable, for the purpose specified, free from defects and suitable for respective uses intended.

**11.2 ENGINEERING:** In the event of faulty engineering i.e. error or omission in the technical studies, work performed by the EPMC; in respect of work described herein, for which the EPMC will be solely responsible, the EPMC must agree to provide services to furnish corrective technical studies and engineering as may be required without any additional cost to OIL.

**12.0 LIQUIDATED DAMAGES FOR DELAYS :** In the event of the project getting delayed beyond the stipulated completion time solely due to acts or omissions to act by the EPMC, OIL shall be entitled to recover liquidated damages as per Terms & Conditions of the this Tender Document. **The EPMC shall also provide its services free of cost without any claim to OIL for such period of delay.**

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### PROFORMA- A SHEDULE OF RATES/PRICE BID FORMAT

**TOTAL ESTIMATED CONTRACT VALUE (T)= A+B+C+D+E+F+G+H**

**PROFORMA B- SCHEDULE OF PAYMENT**

Service line Item	Sl No	Description of Work	Unit (in words)	Qty	WTG.	Payment Schedule
10	1.	Execution PHASE-I Induction process with OIL team on the work completed so far technical understanding of the scope of work.	Lump sum	1	1% of the quoted contract price.	100% payment of the quoted price against this service line no. 10 shall be made upon completion of the activity.
20	2.	Execution PHASE-I Topographical Survey & Soil Investigation, Preparation of Basic Engineering & Process specifications and Discussion, Quantitative Risk Assessment (QRA) & HAZOP study.	Lump sum	1	15% of the quoted contract price	Payment shall be milestone based:  25% payment of the quoted price against this service line no. 20 shall be made after completion of each of the following milestones: (i) Topographical survey & soil investigation (ii) Basic Engineering & Process Specification (iii) QRA study (iv) HAZOP study
30	3.	Execution PHASE-I Finalization of Project Schedule, Preparation of Cost Estimates for EPC work and O & M contract.	Lump sum	1	8% of the quoted contract price.	100% payment of the quoted price against this service line item 30 shall be made upon completion of the activity.
40	4.	Execution PHASE I Preparation of complete Bidding document for EPC work and O & M contract, keeping in views the financial and contractual terms and conditions of OIL, invitation of Bids, attending Pre-bid conference replying pre-bid queries.	Lump sum	1	14% of the quoted contract price.	80% payment of the quoted price against this service line item 40 shall be made upon completion of preparation of complete bidding document for EPC and O & M contract and the rest 20% shall be made on completion of invitation of bids, attending pre-bid conference and replying pre-bid queries after opening of technical bids.

50	5.	Execution PHASE-II Scrutiny of Bids and making final recommendation of EPC Contractor for WIS.	Lump sum	1	10% of the quoted contract price.	100% payment of the quoted price against this service line item 50 shall be made upon completion of the activity.
60	6.	Execution PHASE-III Project Monitoring, Engineering drawing and datasheet approval,	Lump sum	<b>1</b>	15 % of the quoted contract price.	Payment shall be milestone based:80% payment of the quoted price shall be made on completion of each of the following: i.15% Project progress ii.30 % Project progress iii.45% Project progress iv. 60% Project Progress v.75% Project Progress vi.90% Project Progress vii Mechanical Completion viii. PGTR & Successful Commissioning Remaining 20% shall be released on completion of Project Closeout.
70	7	Overall Construction Supervision, Inspection of incoming materials, measurement and certification of work done by the EPC contractor, quality checking, Trial run and commissioning of the WIS along with OIL's engineers and EPC contractor. Project closure and handing over.	<b>Man days</b>	<b>13,700</b>	35% of the quoted contract price.	Payment shall be made every month on 80% of actual work. 10% shall be paid on successfully commissioning of WIS. Remaining 10% shall be paid after completion of project closure
80	8	Travel & related expenses for disengagement –re engagement of EPMC	Trips	40	2% of the quoted contract price.	Payment shall be made on the number of actual trips.



		personnel as per clause no. <b>8.4</b> of SOW/TOR and inspection services as per clause no. <b>8.5</b> of SOW/TOR			ct price.	
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Note to SOR&P:

- a) In the event the Bidder quotes a higher amount against any of the item, payment shall be limited to the percentages as mentioned in Schedule of Payment mentioned above. Balance of payment shall be released at the end of the Contract.
- b) Bidders are to quote their item prices inclusive of all taxes and duties but excluding GST which will be payable at actual as extra.
- c) In the event of delay in completion of the project beyond the period of 32 months as mentioned in BEC (Duration of Contract Period) due to reasons not attributable to the EPMC, and OIL desires to continue availing the services of the EPMC, OIL shall extend the validity of the Contract and it shall be binding on the EPMC to offer such services up to further 12 months on the quoted rates. However, all retention amounts as per Service line item 60 of Schedule of Payments except the Performance security (PBG) shall be paid back to EPMC after completion of 32 months.  
The payment for the period of further 12 months shall be guided by the Schedule of Payments.
- d) If the project is further delayed beyond additional 12 months and OIL desires to continue availing the services of the EPMC, the rate against applicable items shall be reviewed based on mutual agreement between OIL and EPMC.
- e) Under any circumstance OIL reserves the right to terminate the Contract as per termination clauses of the Tender. Extension of the Contract beyond 32 months is under the sole discretion of OIL.
- f) Refer to “Scope of Work / Terms of Reference” for detailed scope of work.
- g): Taxes and Duty clause (Including GST) in GCC is considered as read and complied by the bidders wherever applicable.

## **Part-3, Section-IV**

### **SPECIAL CONDITIONS OF CONTRACT**

#### **1.0 GENERAL**

- a) Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC), Specifications/scope of work, drawings and other documents forming part of this contract wherever the context so requires.
- b) Notwithstanding the sub-division of the documents into these separate parts and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract in so far as it may be practicable to do so.
- c) Where any provision of the Condition of Contract is repugnant to or at variance with any provision of the SCC, then the provision of the SCC shall be deemed to override the provisions of the Condition of Contract and shall, to the extent of such repugnance or variations, prevail.
- d) No oral representation of any officer, agent, or employee of either the Vendor or Owner shall affect, modify, nullify or alter any right or obligation of the Vendor or Owner in terms of the contract unless made in writing and signed by the authorised representative of Owner and Vendor as an Agreed Variation.
- e) Wherever, it is mentioned in the specifications that the Contractor shall perform certain works or provide certain facilities, it is understood that the Contractor shall do so at his own cost, being deemed to be part of the relevant item in the Schedule of Rates (SOR) whether expressly stated or not.
- f) The materials, design and workmanship shall satisfy the relevant Indian & International Standards, the specifications contained herein and codes referred to. Where the specifications stipulate requirements in addition to these contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- g) In so far as the contract does not deal with or provide by expression or implication for any aspect or specification with respect to the product(s) or any of them or with respect to any other matter or thing required to be furnished, done or supplied relative thereto or for the delivery there of according to the contract the internationally accepted relevant specification, standard of workmanship and/or codes or practices, as the case may be, shall apply. In the event of any doubt or ambiguity relative thereto, the Consultant shall seek the clarification of the Owner.

#### **2.0 SCOPE OF WORK**

The scope or work of the Consultant is described in detail in separate document “SCOPE OF WORK & TERMS OF REFERENCE” of this tender document.

The brief description of scope of work is as under:

- a) Basic & Detail engineering, project management including preparation of cost estimate & EPC tender document.
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- b) Preparation of RFP (including Specifications, QAPs, Procedures, etc. (for supply & Services both).
- c) Technical and Price bid evaluation including other assistance (attending pre-bid meeting, preparing minutes, recommendation to Owner and also assisting in preparation of LOI / Work Order and Contract Agreement for Supply /Construction contractor/ EPC, etc. till award of job).
- d) Documents approval, technical audit during manufacturing including but not limited to initial visit to the plant for kick off the production of casting / forging including machining works including the testing facilities and close out of orders after reconciliation.
- e) Evaluation of offers and assistance the company in award of work.
- f) Inspection and Expediting Services
- g) Construction Supervision and Management
- h) Pre-commissioning and Commissioning activities
- i) PGTR

### **3.0 DUTIES AND OBLIGATIONS OF THE CONSULTANT**

- a) Consultant shall provide the services agreed-upon in this contract and carry out its obligations with all due-diligence, efficiency and economy, in accordance with industry-accepted professional practices and standards. The Consultant shall observe sound management practices. The Consultant shall always act as a trustworthy adviser to the Owner, and shall, at all times, support and safeguard the Owner's legitimate interests in any dealings with subcontractors, local officials, community organizations or other Third Parties.
  - b) The remuneration the Consultant receives from the Owner shall constitute its only remuneration in connection with the contract. The Consultant shall not accept, for its own benefit or for that of its subcontractors, any trade commission, discount or similar direct or indirect payment or other consideration in connection with the goods and services provided under this contract or the discharge of its obligations thereof. The Consultant shall ensure that its personnel and that of its subcontractors or agents similarly not receive such additional remuneration.
  - c) The Consultant shall not have the benefit, whether directly or indirectly, of any royalty on or off any gratuity or commission from the use of patented or protected articles or processes used on or for the purposes of the contract unless it is mutually agreed in writing with the Owner that such a benefit is authorized.
  - d) The Consultant shall provide all goods and expert technical advice, skills and services, which are required for the work under this tender for which it is engaged. Where specialist technical advice, assistance, goods or services are required beyond that envisioned under the tender, the Consultant shall notify the Owner accordingly prior to bid submission. If accepted by prior written agreement of the Owner, the Consultant shall arrange for the provision of such additional goods and services. The above conditions notwithstanding, Consultant shall retain full and unencumbered responsibility for the provision of all goods and services, which are required under this contract.
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- e) The Consultant shall, for each part of the services, define the support and/or participation that is required from the Owner or its project Office.
- f) Additional equipment and machinery required to carry out the tasks required under the contract shall be provided by the Consultant.
- g) At completion of the services, the Consultant shall submit to the Owner all original documents, working drawings, calculations and computer data that have been produced during contract implementation. This information and data shall be properly organized, filed and bound. The copyright of all documentation prepared by the Consultant in connection with this contract will remain the property of the Owner. The Consultant may make copies of such documents but shall not use the documents or the contents thereof for any purpose unrelated to the present contract without the prior written approval of the Owner.
- h) The Consultant shall rent, furnish, staff and equip with communication facilities, office space (the Consultant's Office) in order to facilitate communication and other liaison activities between the Consultant, the Owner and other agencies associated with matters related to the project. All costs associated with the Consultant's Office shall be borne by the Consultant.
- i) In order to collect the information/data over and above provided by the owner under the Contract, the Consultant may contact other agencies and government bodies associated with matters related to the project. All costs associated to such activities shall be borne by the Consultant including the cost of any information/data sourced for performing the scope of work.

#### **4.0 PROJECT MANAGEMENT ORGANISATION**

- a) CONSULTANT to plan, initiate, guide, coordinate, supervise and control the entire Project implementation activities through a dedicated task force consisting of specialists and experts.
- b) The CONSULTANT will act as an extension of Owner, always keeping in view Owner's interests and advising/guiding Owner on all important matters.
- c) All coordination and communications for the Project will be carried out under the overall guidance and control of CONSULTANT's Project in charge. Coordination and communication procedures will be developed by CONSULTANT soon after its appointment, in consultation with Owner.
- d) The CONSULTANT shall not be allowed to bid for any Contracts including Supply Contracts for the Project. The CONSULTANT shall not undertake any activity, which is to be performed directly/indirectly by the Contractors/Suppliers and is the direct/ indirect responsibility of the Contractors/ Suppliers.

#### **5.0 OBLIGATIONS OF THE OWNER:**

- a) The Owner shall furnish, without charge and within a reasonable time, all pertinent data and information available to it and shall give such assistance as possible to the
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Consultant for the carrying out of the Consultant's duties under this contract. The Owner shall give its decision on all designs, sketches, drawings, reports, recommendations and other matters properly referred to it for review and judgment by the Consultant so as not to delay or disrupt the provision by the Consultant of the goods and services required under this contract.

- b) The information provided by the Owner including the Owner's representative(s) in connection with this work is being provided in good faith. Consultant shall exercise its knowledge and competence in scrutinising and evaluating such information and shall proceed with the use of such information only after satisfying itself of its sufficiency for use.
- c) The Owner shall facilitate the timely granting to the Consultant or any of their personnel and, where agreed, their dependants, of:
  - Necessary licenses, permits and customs clearances for entry and exit;
  - Access to all sites and locations involved in carrying out the services;
  - Other rights and privileges allowed under the contract and other documentation and papers related to the Consultant's presence in India for the work under the contract.
- d) The Owner's Office at Duliajan, Assam shall:
  - Interact with the Consultant through various modes of communication viz. email, telecom etc. in relation to execution of the project.
  - Monitor and supervise the activities of the Consultant;
  - Process the invoices and release of payment as per contract;
  - Serve as liaison between the Owner, the Consultant and various other agencies that may be associated with the project. The Consultant shall, however, be fully responsible for collecting data and other relevant information from the Owner and other agencies. Owner's office shall accept the requisition by the Consultant for furnishing data and other relevant information from the Owner.

## **6.0 PERSONNEL:**

- a) The Consultant shall appoint a Project Manager to be in charge of the work under the Contract on behalf of the Consultant and be responsible for liaison between the Consultant and the Owner.
- b) Should it become necessary to replace any Consultant personnel, the Consultant shall forthwith propose candidates to the Owner with equivalent or better qualifications and experience and, following the Owner's concurrence, arrange for such replacement in as expeditious manner as possible.
- c) All such requests for whatever reason must be presented in writing with the particular circumstances indicated. The replacement of expert/ specialist accepted in the contract will be considered in special circumstances only.

## **7.0 TIME OF COMPLETION**

- a) Scope of the work has been considered in totality as detailed in document "SCOPE OF WORK & TERMS OF REFERENCE" of this tender. Time of completion for total scope of work shall be 32 (Thirty Two) months from the date of LOA to EPMC. EPMC
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contract will be valid till completion of 32 months from the date of LOA to EPMC and the associated defect liability period.

- b) Upon issuance of specific notice, the Consultant shall be called for a kick off meeting at Owner's Office at Duliajan, Assam, India, to discuss on various aspects of the scope of work. The Consultant will furnish detailed time schedule for completion of work which shall be finalized mutually between the Consultant and Owner.

## **8.0. SCHEDULE OF RATES:**

- a) All the items of work mentioned in the schedule of rates and covered by the Contract shall be carried out as per the Scope of work, drawings, specifications and direction of Engineer-in-Charge and shall include all labour, materials, tools, tackles, etc. required to complete the job.
- b) The rates stated in the Schedule of Rates shall not be subject to escalation or increase on any account whatsoever.
- c) The Price quoted by the bidder shall include charges towards relevant sections of SOR for the consultancy services covered under this contract.
- d) The time period for the total work till completion of PGTR shall be 32 months (Thirty Three Months only) from the date of LOA to EPMC.

## **9.0 Other Special Conditions and notes to bidder:**

- a) If for reason solely attributable to Owner, the contract for construction of Four Water Injection Stations is cancelled, the Consultant shall be paid proportionately for the cancelled Contract based on the activity/activities which have been completed till the date of cancellation.
  - b) The contract price set forth herein shall be inclusive of:
    - All cost, risk and expense, taxes including income tax on Rupee components and foreign currency components, overhead, profit and/or total fee to the satisfactory performance and completion of the work till completion of defect liability period.
    - All costs related to management, supervision, design, engineering, subcontracts attendance at all meetings in India with Owner (whether at Owner's premises; Owner's nominated location or Consultant's premises and any other location applicable prior to and/ or during execution phase of the project), inspection, testing and quality assurance/ quality control of the work, as more particularly described in the Scope of Work, or elsewhere in the Contract.
    - The cost of all Consultant's personnel, supervision, management (including but not limited to wages, benefits, payroll, taxes, travel and accommodation expenses and other costs thereto as are paid to employees), all office equipment's, rental of third party office equipment, communication charges, outside Owner's Project Site (including those incurred by Owner while in Consultant's offices), all administrative costs of Consultant's operation (including home office, site office and any other
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office), all reproduction and graphic costs of whatever kind, postage and courier expenses).

- The price shall also include the charges with respect to the services to be rendered by Consultant in the completion of the Project as set out in the various Clauses of the “Scope of Work”.
- The cost of all travel, accommodation and communication expenses within India.
- The cost of all guarantees, indemnities to the Owner and insurance premium required in terms of the contract or under any law, rule or regulation or otherwise Consultant deems fit to take out and the cost of all risks whatsoever (foreseen and unforeseen) including, but not limited to the risk to delay or reduction or increase in the Scope of Work and/ or cancellation of contract and/or accidents, strikes, civil commotion, labour trouble, third party breach, fire, lightening, inclement weather, storm, tempest, flood, earth quake and other acts of God, restriction of dislocation of road/ rail and other transport for access, suspension of work and sabotage.
- The prices quoted as per the tender shall be firm for the entire period till completion of Consultant’s services in all respects.
- All supervision charges, establishment overheads, finance charges and other cost and expenses of Consultant.
- Each and every item as break up sought in SOR shall be filled otherwise the offered price shall not be considered.

## **11.0 CONFIDENTIALITY OF INFORMATION AND DATA**

All the information obtained by the consultant/expert while rendering the consultancy work and all the information/data etc. provided by Oil India Limited to the consultant/expert shall be treated as confidential and shall not be divulged by the consultant/expert or its personnel to any-one other than the Company's authorised personnel. This obligation of consultant/expert shall be in force even in case of termination of the contract. For publishing any scientific/technical papers in scientific journals etc. based on the findings/results/experience gained while rendering the consultancy work for Oil India Limited, the consultant/expert and the personnel engaged by them must take prior approval from the Company's authorised personnel in this regard.

## **12.0 DEFECT LIABILITY PERIOD:**

The Contractor shall guarantee the work for a period of 12 months from the date of Completion of WORK which is indicated in the Completion Certificate.

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**PART-4**

**PROFORMA – I**

**STATEMENT OF NON-COMPLIANCE**

**(Only exceptions/deviations to be rendered)**

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

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

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

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

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

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

**Seal of the Bidder:**

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



**PROFORMA - II A**

**BID FORM**

**To,  
GM (Projects-C&P)  
M/s Oil India Limited,  
P.O. Duliajan, Assam, India**

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

Gentlemen,

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

We undertake, if our Bid is accepted, to commence the work within ( ) days calculated from the date of award of Contract.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding \_\_\_\_\_ for the due performance of the Contract. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

-----Signature

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

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**PROFORMA - II B**

**FORM OF PERFORMANCE BANK GUARANTEE**

To: M/s. OIL INDIA LIMITED,  
Attn: GM (Projects-C&P)  
Duliajan, Assam, India, Pin - 786602.

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 \_\_\_\_\_

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

Designation \_\_\_\_\_

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

Address \_\_\_\_\_

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

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**Note to Proforma-II B for Performance Bank Guarantee :**

The bank Guarantee issuing bank must ensure the following:

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

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

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

Bank Details of Beneficiary		
a	Bank Name	AXIS BANK LTD
b	Branch Name	DULIAJAN BRANCH
c	Branch Address	DAILY BAZAR, JYOTI NAGAR,DULIAJAN , DIST. DIBRUGARH, ASSAM , PIN 786602 State: ASSAM
d	Banker Account No.	910020040028220
e	Type of Account	Current Account
f	IFSC Code	UTIB0001129
g	MICR Code	786211302
h	SWIFT Code	AXISINBB140
i	Contact No.	+919706011291
j	Contact Person Name	RUPAM BHUYAN
k	Fax No.	03742800089
l	Email Id	duliajan.branchhead@axisbank.com

**CONTRACT FORM**

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

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

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

WHEREAS, Company issued a firm Letter of Award No. \_\_\_\_\_ based on Offer no. \_\_\_\_\_ submitted by the Contractor against Company's Tender no. \_\_\_\_\_.

WHEREAS Contractor has accepted Company's Letter of Award vide their letter no. \_\_\_\_\_.

All these aforesaid documents shall be deemed to form and be read and construed as part of this 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 Award 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 authorised 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 Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
  2. In addition to documents hereinabove, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
-

- (a) Section-I: General Conditions of Contract,
- (b) Section-II: Terms of Reference / Scope of Work,
- (c) Section-III: Schedule of Rates and Schedule of Payment

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:  
Status:  
In presence of:

Name:  
Status:  
In presence of:

- 1.
- 2.

- 1.
- 2.

**PROFORMA - II D**

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

To: M/s OIL INDIA LIMITED,  
Attn: GM (Projects-C&P)  
Duliajan, Assam, India, Pin - 786 602.

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

SEALED with the common seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

THE CONDITIONS of these obligations are:

- (1) If the Bidder withdraws / modifies 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 Contract 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 \_\_\_\_\_  
Date ..... Place \_\_\_\_\_

Note:

---

1. The Bidder should insert the amount of the guarantee in words and figures.
2. Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid.
3. The bank Guarantee issuing bank must ensure the following :

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

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

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

.

**PROFORMA – III**

**PROFORMA LETTER OF AUTHORITY**

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

Sir,

Sub: OIL's Tender 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 \_\_\_\_\_.

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

Yours Faithfully,

Signature: \_\_\_\_\_  
Name & Designation: \_\_\_\_\_  
For & on behalf of: \_\_\_\_\_

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

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**INTEGRITY PACT**

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **“Hiring of Services for Engineering & Project Management Consultancy (EPMC) for Construction of Water Injection Station, Assam”**

The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non Governmental 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**

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- (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 Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (3) 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**

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1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
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 subcontractors/sub-vendors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section7- Criminal charges against violating Bidders/ Contractors / Subcontractors**

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

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

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
  2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
  3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
  4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
  5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
-

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

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

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

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

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

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

-----  
For the Principal

-----  
For the Bidder/Contractor

Place: Duliajan.  
Date. ----- .

Witness 1: .....  
Witness 2: .....

---

**PARENT COMPANY GUARANTEE**

**DEED OF GUARANTEE**

This DEED OF GUARANTEE executed at ----- this ----- Day of ----- by:

M/S -----, a Company organized and existing under the laws of ----- having a principal business office at ----- hereinafter referred to as “Guarantor” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

**WHEREAS**

M/S OIL INDIA LIMITED (OIL), a Govt. Of India “Navaratna” category Enterprise and premier Oil Company engaged in Exploration, production and transportation of Crude oil & Natural gas having its Headquarters at Duliajan -786602, Dist. Dibrugarh, Assam hereinafter referred to as “Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and assigns, floated Tender No. ----- inviting offers from Vendors for -----.

M/S -----, a Company registered under the Company’s Act 1956 and having its Registered Office at ----- hereinafter referred to as “Subsidiary”, which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns, a wholly owned subsidiary of the Guarantor, have in response to the above mentioned tender invited by the Company, submitted their Bid No. ----- dated ----- to the Company with one of the condition that the Subsidiary shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the Company at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above mentioned tender and are capable of and committed to provide technical, financial and such other supports as may be required by the Company for successful execution of the same.

The Subsidiary and the Guarantor have entered in to an agreement dated ----- as per which the Guarantor shall be providing technical, financial and such other supports as may be necessary for performance of the work relating to the said tender.

Accordingly, at the request of the Subsidiary and in consideration of and as a requirement for the Company to enter into agreements with the Subsidiary, the Guarantor hereby agrees to give this Guarantee and undertakes as follows:

---

1. The Guarantor (Parent Company) unconditionally agrees that in case of non-performance by the Subsidiary of any of its obligations in any respect, the Guarantor shall immediately on receipt of notice of demand by the Company take up the job without any demur or objection, in continuation and without loss of time and without any cost to the Company and dully perform the obligations of the Subsidiary to the satisfaction of the Company. In case the Guarantor also fails to discharge its obligations herein and complete the job satisfactorily, the Company shall have absolute rights for effecting the execution of the job from any other person at the risks and costs of the Guarantor. The Guarantor also undertakes to make good any loss that may be caused to the Company for non-performance or un-satisfactory performance by the Guarantor or Subsidiary of any of their obligations.
  2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Subsidiary.
  3. The Guarantor shall be jointly with the Subsidiary as also severally responsible for satisfactory performance of the contract entered between the Subsidiary and the Company.
  4. The liability of the Guarantor under this Guarantee is limited to the total value of the contract entered between the Subsidiary and the Company and in no event shall the Guarantor's liability hereunder, either in its capacity of Guarantor or as Contractor should it perform the Contract in the event of the subsidiary's nonperformance as per point No.1 herein above, exceed that of the Subsidiary under the mutually agreed Contract awarded to the Subsidiary. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Subsidiary.
  5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the Governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection there with or for the due performance of the Guarantors obligations hereunder.
  6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of Assam, India.
  7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion from any person and that the Guarantor has fully understood the implications of the same.
  8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing law or any judgment.
-

**For and on behalf of (Parent Company)**

**M/s -----.**

**Signature :**

**Name :**

**Designation :**

**Witness : 1**

**Signature :**

**Name :**

**Designation :**

**Date :**

**Witness : 2**

**Signature :**

**Name :**

**Designation :**

**Date**

---



**Format of agreement between bidder and the parent company (to be made on stamp paper of requisite value and notarized)**

This agreement made this ----- Day of ----- by and between ----- having its Registered Office at ----- herein after referred to as bidder of the first part AND

M/S -----, a Company organized and existing under the laws of ----- having a principal business office at -----hereinafter referred to as "Parent Company" on the other part,

WHEREAS M/S OIL INDIA LIMITED having its Headquarters at Duliajan-786 602, Dist: Dibrugarh, Assam (herein after referred to as OIL), has invited offers vide their Tender No..... inviting offers from Vendors for  
.....

AND WHEREAS M/S -----, (Bidder) intends to participate against the said tender and desires to have a financial and technical support of M/s ----- (Parent Company) and whereas Parent Company represents that they have gone through and understood the requirement of the above mentioned tender and are capable of and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

1. M/S-----, (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document as a main bidder and liaise with OIL directly for any clarifications etc. in this contexts.
2. M/S ----- (Parent Company) undertakes to provide financial, technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of Work of the tender/Contract for which the offer has been made by the bidder and accepted by the Parent Company.

However, as a minimum, following services will be covered by the Parent Company:

- i)-----
- ii)----- etc.

3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and till satisfactory performance of the Contract in the event the Contract is awarded by OIL to the bidder.
  4. It is further agreed that for the performance of work during Contract period bidder and Parent Company shall be jointly and severally responsible to OIL for satisfactory execution of the Contract .
  5. However, the bidder shall have the overall responsibility of satisfactory execution of the Contract awarded by OIL.
-

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

**For and on behalf of (Bidder)**

(M/S -----)

**for and on behalf of (Parent Company)**

(M/s-----.)

**Signature:**

**Name:**

**Designation**

**Witness: 1**

**Witness: 2**

**Signature:**

**Name:**

**Designation:**

**Witness: 1**

**Witness: 2**

---

**PROFORMA – VI**

**RECORD OF BIDDER'S PAST RELEVANT EXPERIENCE**

Sl No.	Clients Name, address & contact Telephone No.	Contract No.	Brief description of the contract	Contract period		Contract Value
				From	To	

**Signature of the bidder**

---

**PROFORMA-VII**

**AUTHORISATION FOR ATTENDING BID OPENING**

TO  
GM (Projects-C&P)  
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.

---

**UNDERTAKING BY BIDDER**

We \_\_\_\_\_(Name & Address of Firm)\_\_\_\_\_ hereby undertake that in the event the job of Hiring of Services for Engineering & Project Management Consultancy (EPMC) for construction of Water Injection Station, Assam against Tender Invitation No. ....is awarded to us, we shall not perform any such duties on behalf of the LSTK/Package/Site Construction Contractor engaged by OIL afterwards for construction of Water Injection Station, Assam.

Yours Faithfully,

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

**Name & Designation:** \_\_\_\_\_

**For & on behalf of:** \_\_\_\_\_

Note : This undertaking 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 –IX**

**“CURRICULUM VITAE” OF BIDDER’S PERSONNEL**

Personnel Proposed for providing EPMC services for WIS in Assam.

1. NAME :

2. DATE OF BIRTH :

3. NATIONALITY :

4. EDUCATION QUALIFICATION:

5. EXPERIENCE :

i) Total experience :

ii) Years of experience in the field of providing consultancy services for type of projects as sought under BEC (Technical):

iii) Number of assignments (in which he person was earlier associated):

Name of the Employer	Name of the Client	Name of the Project	Year of Execution

iv) Length of experience in the bidder’s firm:

v) Position held in the bidder’s firm:

9. Language known :

a) Speak :

b) Read :

c) Write :

Note: For each person, a separate page in format as above shall be used.

**(SEAL & SIGNATURE OF THE BIDDER)**

---

**PROFORMA-X**

**DETAILS OF OFFICES IN INDIA & OUTSIDE INDIA**  
**(INCLUDING THOSE OF ASSOCIATE COMPANIES)**

NO. OF OFFICES		COMPLETE ADDRESS		MANPOWER STRENGTH		REMARKS IF ANY
INSIDE INDIA	OUTSIDE INDIA	INSIDE INDIA	OUTSIDE INDIA	INSIDE INDIA	OUTSIDE INDIA	

**(SEAL & SIGNATURE OF THE BIDDER)**

---

## **ANNEXURE**

### **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.

<b>FINANCIAL YEAR</b>	<b>ANNUAL TURNOVER (RS.)</b>
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. However, the bidder has to submit an affidavit/ undertaking certifying that the “the balance sheet/ Financial Statements of the preceding financial year has actually not been audited so far”.

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

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

---



**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	
4. Net Worth	
5.RETURN ON EQUITY ( ROE )	

Name of Audit Firm:

[Signature of Authorized Signatory]

Chartered Accountant

Name:

Date:

Designation:

Seal:

Membership no:

**Instructions:**

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. 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.

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

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