



OIL INDIA LIMITED

BID DOCUMENT

Tender NO. : CGI 2093 P17

**HIRING OF SERVICES FOR PROJECT
MANAGEMENT CONSULTANT
(PMC) FOR COMPLETE
MANAGEMENT OF “PIPELINE
REHABILITATION PROJECT-PHASE
I” OF 575 KM**

OIL INDIA LIMITED
(A Government of India Enterprise)
CONTRACTS SECTION, PHQ
P.O.UdayanVihar- 781171, Guwahati, ASSAM

OIL INDIA LIMITED (OIL) invites Bids from experienced **Indigenous Service Providers** through its E-Procurement portal "<https://etender.srm.oilindia.in/irj/portal>" for the following services under **Single Stage Two bid** system.

1.0 IFB No.	CGI2093P17
Service Requirement	HIRING OF SERVICES FOR PROJECT MANAGEMENT CONSULTANT (PMC) FOR COMPLETE MANAGEMENT OF "PIPELINE REHABILITATION PROJECT-PHASE I" OF 575 KM
Cost of Bid Document	₹2000.00
Bid Security(EMD)	₹37.14 LAKH
Period of Sale of Bid Document/Issue of User ID & Password	25.08.2016 TO 20.09.2016(15:30Hrs)
Bid Closing /Opening Date & Time	27.09.2016 (11:00 Hrs / 14:00 Hrs)

2.0 For participation, Cost of Bid Document (Non-Transferable and Non-refundable) by way of Demand Draft / Banker's Cheque from any Scheduled Bank in favour of OIL INDIA LIMITED and **payable at Guwahati**, along with the application(s) on applicants letter pad with a request for USER ID & PASSWORD is to be submitted /sent to reach the **Office of CM-Contracts, Contracts section, Pipeline Head Quarter, Oil India Limited, P.O. UdayanVihar, Assam-781171** within the period of sale (inclusive both the days i.e. start date & end date) of Bid document.

Alternatively, applicants already having User ID & Password for OIL's E-procurement portal can register against the IFB and pay the requisite Bid Document cost through the online payment gateway provided in the E-procurement portal.

2.1 In case the Bidder(s) send their application for Bid Documents in sealed envelopes, the following must be super scribed on the envelope along with the name & registered postal address of the bidder in typed format or in clear legible handwriting:

"Application & Tender Fees, IFB No.: CGI2093P17

Description of Services: "Hiring the services of Project Management

Consultant(PMC) for complete management of

"Pipeline Rehabilitation Project - Phase I" of 575 Km."

2.2 Amongst others, the Bidder(s) must also provide the following information in the application for request for Bid documents: (i) Valid e-mail ID (ii) Registered Postal Address with PIN code (iii) Vendor Code with OIL (if available) (iv) Mobile No. /Telephone No/Fax No.

2.3 No physical Bid documents will be provided. On receipt of requisite BidDocument Cost (in case Cost of Bid Document is submitted in the form of DemandDraft / Banker's Cheque), USER_ID and initial PASSWORD will be communicated to the bidder through e-mail at the e-mail address provided along with request for bid documents as mentioned in 2.2(i) above and will be allowed to participate in the bidding through OIL's E-Procurement portal.

3.0 EXEMPTION OF TENDER FEE:

3.1 If the bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006 and is registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they are exempted from payment of tender fees for the items/services for which they are registered. Copy of valid Registration Certificate, must be enclosed along with the application for issuing tender documents and the Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

3.2 Public Sector Units (PSU) are also exempted from payment of tender fee.

3.3 Application for exemption of Tender Fee as indicated under Para 3.1 & 3.2 above should reach the office of CM-Contracts, Contracts Section, Pipeline Head Quarter, Oil India Limited, Guwahati-781171 (Assam) within the bid selling period

4.0 The details of IFB can be viewed using "Guest Login" provided in the E-Procurement portal and also in OIL's web site www.oil-india.com. The link to OIL's E-Procurement portal has also been provided through OIL's web site www.oil-india.com

Note: All corrigenda, amendments, time extension, clarifications etc. if any to the above tender will be hosted on OIL's website and in the e-portal <https://etenders.srm.oilindia.in/irj/portal> only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated.

OIL INDIA LIMITED
(A Government of India Enterprise)
CONTRACTS SECTION, PHQ
P.O. UdayanVihar – 781171, Guwahati, ASSAM

OIL INDIA LIMITED invites ON-LINE BIDS from eligible Bidders/Firms for the following mentioned works/services under **SINGLE STAGE TWO BID System** through its e-Procurement site.

DESCRIPTION OF WORK/ SERVICE:

Hiring the services of Project Management Consultant (PMC) for complete management of "Pipeline Rehabilitation Project - Phase I" of 575 Km.

IFB NO:	CGI2093P17
Type of IFB:	Single Stage Two Bid System
Location:	Pump Station No.1(DULIAJAN) To Pump Station No.10(BARAUNI)
Contract Period:	3 years 10 months.
Mobilisation Period:	7 days from the date of issue of LOA.
Technical Bid Closing/ Opening Date & Time:	27.09.2016 (11:00HRS/14:00HRS)
Price Bid Opening Date & Time:	Will Be Informed To Qualified Bidders
Bid Submission Mode:	Bid should be submitted online in OIL's E-Procurement Portal
Bid Form Submission:	Bid Form Proforma-I to be submitted along with Technical Bid without indicating the price
Bid Opening Place:	Office of the CM-Contracts, Oil India Limited, Guwahati- 781171, Assam
Bid Validity:	120 days from Bid opening Date
Bid Security Amount:	Rs. 37,14,000.00 (Rupees Thirty Seven lakh Fourteen thousand) only.
Amount Of Performance Security:	10% of Annualised Contract Value.
Validity of Performance Security:	Up to 3 months from date of warranty / defect liability period of 12 months from the date of completion of the contract

- a) Bid Security deposited vide Demand Draft/Banker Cheque /Bank Guarantee No. _____ dated _____ of _____

Original hard copy of (a) (In case of Bidders submitting Bid Security in the form of Bank Draft/Banker cheque/Bank Guarantee) should reach the office of CM-CONTRACTS on or before 12:45 Hrs (IST) on the bid

closing date or it can be paid through the online payment Gateway against this Tender, otherwise Bid will be rejected. A scanned copy of Bid security/EMD invoice (In case of Bid security submitted online) should also be uploaded along with the Un-priced Techno-commercial bid documents.

- b) Bidders to confirm that in the event of award of Contract, bidder will submit **Performance Security Deposit @ 10% of Annualised Contract Value** and this will not earn any interest.

- 2.0 (a) SEALED ENVELOPES containing the **Bid Security, Printed catalogue and Literature, if called for in the tender** shall be marked with the above IFB Number and description of work and submitted in the office of :

**CM-CONTRACTS
CONTRACTS SECTION, PHQ
OIL INDIA LIMITED
GUWAHATI- 781171, ASSAM.**

All bidders (except those exempted) shall deposit the requisite **BID SECURITY in the form of Demand Draft/Banker's Cheque/Bank Guarantee (In case of Bank Guarantee, the same should be valid for minimum 150 days from the date of opening of Technical Bid) from a Nationalised Bank / Scheduled Bank in favour of M/s Oil India Limited and payable at Guwahati or it can be paid through the online payment Gateway against this Tender.** This Bid Security shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 6(a), 14, 15 & 16 below. **Bids without BID SECURITY in the manner specified above will be summarily rejected.**

- 2.0 (b) **Exemption from submission of Bid Security:**

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

(iii) 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.

3.0 **Bid should be submitted online up to 11:00 AM (IST) (OIL's e-procurement Portal Server Time) on the date as mentioned and will be opened on the same day at/after 02:00 PM (IST) at Office of the CM-Contracts in presence of authorized representative of the bidder.**

4.0 **The rates shall be quoted as specified in the "PRICE BID FORMAT" and to be uploaded in attachment under "Notes & Attachments" tab. Bidder should note that no pricing information is furnished in the "C-Folder" (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.**

The bid and all uploaded documents must be digitally signed using **"Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)]** as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

The authenticity of above 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.

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

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

5.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their BID SECURITY in full and debarred from participation in future tenders, at the sole discretion of the company.

(b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

- 7.0 Conditional bids are liable to be rejected at the discretion of the Company.
- 8.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased/issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced bid documents.
- 8.1 In case of Sole Proprietorship Firm, Copies of Telephone(Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.
- 8.2 In case of HUF, Copies of Telephone(Landline Bill)/Electricity/PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.
- 8.3 In case of Partnership Firm, Copies of Telephone(Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central ExciseRegistration Certificate.
- 8.4 In case of Co-Operative Societies, Copies of Telephone(Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.
- 8.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone (Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs,
-

registration certificate from the Registrar of the state and copies Service Tax and Central Excise Registration Certificate.

- 8.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone (Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.
- 8.7 In case of Trusts registered under the Indian Trust Act, Copies of Telephone(Landline Bill)/Electricity/ PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies Service Tax and Central Excise Registration Certificate.
- 9.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid and O.I.L's Standard Form of Contract.
- 10.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidated damages and / or penalty from the Contractor as per terms of the tender /contract.
- 11.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.
- 12.0 **The successful bidder shall furnish a Performance Security Deposit in the form of Demand Draft / Banker's Cheque / Bank Guarantee as specified above before signing the formal contract.** The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Performance Security Money shall not earn any interest.
- 13.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security shall be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.
- 14.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or Performance Security is not
-

submitted as per terms of the Contract within the stipulated time, **Bid Security shall be forfeited and the bidder shall be debarred for 2 (two) years from the date of default.**

- 15.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT: Bidder should note that the documents/information submitted by the bidders(s) against the tender are presumed to genuine, authentic and true copy of the originals. In case at any stage of tendering process or during execution of contract or after expiry of contract, if it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the company shall immediately reject the bid of such bidder(s) or cancel /terminate the contract, as the case may be and the Bid Security/Performance Security shall be forfeited. Also the bidder / the party/the contractor shall be debarred for a period of three (03) years from the date of issuance of debarment notice, besides legal action.

- 16.0 **The tender will be governed by:**

Forwarding Letter.

Instruction to Bidders

BRC-BEC-Bid Rejection Criteria & Bid Evaluation Criteria.

Part -I - General Conditions of Contract. (GCC)

Part - II - Schedule of Work, Unit and Quantity (SOQ)

Part - III - Special Conditions of Contract (SCC)

Part-IV- Payment Terms

Part-V-Schedule of company's Plants, Materials and Equipments-

Part-VI- Owner's Drawing and Data

Part-VII- Safety Measures (SM)

Part-VIII- Integrity Pact - Applicable for this IFB

Price Bid Format

Proforma and Annexures

- 17.0 **The Integrity Pact is applicable against this tender:**

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "Part-VIII Integrity Pact" of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL's competent signatory (Digitally Signed). The proforma has to be returned by the bidder (alongwith the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

(Note: Following person has been appointed as Independent External Monitor: SHRI RAJIV MATHUR, IPS (Retd.),
E-Mail ID: rajivmathur23@gmail.com)

18.0 **SPECIAL NOTE:**

GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT :

To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** 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>). Bidders must have a valid User Id to access OIL e-Procurement site. Bidders can click on **Guest** login button to view the available open tenders in the E-portal. Bidders shall request OIL through E-mail or fax or letter along with the cost of bid documents as indicated in the NIT for issue of the **USER ID** for accessing and submitting against the E-procurement tender. The User ID shall be issued to the eligible bidders on receipt of the requisite cost of the bid document. In case any bidder is exempted from paying the tender fee, they should request OIL with supporting documents for issue of the User Id on free of charge basis. The detailed guidelines are available in OIL's e-procurement site. For any clarification in this regard, bidders may contact OIL.

Please note that all tender forms (Bid document, Integrity Pact, Proforma, Annexure) and supporting documents are to be submitted through OIL's E-Procurement site only except **Original Bid Security and any other document if specified in the IFB which are to be submitted in sealed envelope super scribed with tender no. and due date to: The C.M. (Contracts), Pipeline Head Quarter, Oil India Limited, Guwahati-781171, ASSAM**

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

- 19.0 The tender is invited under SINGLE STAGE TWO BID SYSTEM. The bidder has to submit the "Un-Priced Techno-Commercial" and "Price-Bid" through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender portal. **The Technical Bid is to be**
-

submitted as per Scope of Work & Technical Specifications along with all technical related documents related to the tender are to be uploaded under Technical RFx Tab. The Price Bid rates shall be quoted as specified in the "PRICE BID FORMAT" and to be attached as attachment under the Notes & attachment tab. **The price quoted in the "PRICE BID FORMAT" will only be considered for evaluation.**

Please note that no price details should be uploaded under Technical RFx. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment under Notes & Attachment Tab. Offer not complying with above submission procedure will be rejected.

A few screen shots to find out the required IFB is shown below.

Select RFx and Auction Tab

Please enter the IFB No. here & Click Apply Tab

Event Number	Event Description	Event Type	Event Status	Start Date	End Date	Response Number	Response Status	Event Version	Response Version
SKI1043P11	FORMATION DISPOSAL WATER PUMP-16 NOS	Open - Composite	Published	24.05.2011	24.05.2011	60002479	Submitted	2	2

After following the above mentioned steps, the details of the IFB under RFx information will be displayed as shown in the page below.

The screenshot displays the 'Display RFX' page in a web browser. The page header shows 'RFX - Oil India Ltd - SRM QAS Portal - Windows Internet Explorer'. The main content area is titled 'Display RFX :'. Below this, there are buttons for 'Verify Signature of RFX', 'Print Preview', 'Close', 'Register', and 'Export'. The RFX details are as follows:

- RFX Number: SDG7155P13
- RFX Name: Old RFX Open Composite Bid 1B0T
- RFX Status: Published
- RFX Start Date: 12.04.2013 11:00:00 INDIA
- Submission Deadline: 12.04.2013 11:00:00 INDIA
- Remaining Time: 10 Days 19:25:10
- RFX Owner: Mr. Anup Sharma
- RFX Version Number: 2
- RFX Version Type: Active Version

The 'RFX Information' tab is selected, showing various parameters and conditions. The 'RFX Parameters' section includes:

- Time Zone: INDIA
- Start Date: 12.04.2013 00:00:00
- Submission Deadline: 12.04.2013 11:00:00
- Opening Date: 12.04.2013 14:00:00
- Currency: INR
- Price Bid Opening Date: 12.04.2013 11:00:00
- Pre-Bid Conference Time: 12.04.2013 00:00:00
- Pre-Bid Conference Date: 12.04.2013 00:00:00
- Last Time of Tender Fee Payment: 12.04.2013 11:00:00
- Last Date of Tender Fee Payment: 12.04.2013 11:00:00
- Last Time to receive PBC queries: 12.04.2013 00:00:00
- Last Date to receive PBC queries: 12.04.2013 00:00:00
- Contact Details: AJS
- Contact Details: AJS 1
- Earnest Money Deposit - USD: 12,500.00
- Earnest Money Deposit - INR: 5,000,000.00

The 'Conditions' section includes:

- Valuation Type: NON ELIGIBLE FOR NIL DUTY/DEEMED EXPORT
- Bank Guarantee: APPLICABLE @10% OF ODR VAL
- Integrity Pact: Not Applicable
- EIMD Validity Period: 12.04.2013
- Tender Type: ICS (International Competitive Bidding)
- Tender Fee in USD: 1,000.00
- Tender Fee in INR: 55,000.00
- Price Bid Opening Time: 12.04.2013 00:00:00

The 'Partners and Delivery Information' section is expanded, showing a table with the following data:

Function	Number	Name	Phone Number
Requester		Ext req transfer user SERVICE_R3	
Goods Recipient		Ext req transfer user SERVICE_R3	
Ship-To Address		Assam- Services	2800414
Location		Assam- Services	2800414

NB: All the Bids must be Digitally Signed using “Class 3” digital signature certificate with Organizations Name (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

CM-CONTRACTS

INSTRUCTIONS TO BIDDERS

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

2.0 BIDDING DOCUMENTS

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

- a) A forwarding letter highlighting the following points
 - (i) Company's IFB No.
 - (ii) Bid closing date and time
 - (iii) Bid opening date, time and place
 - (iv) Bid submission place
 - (v) Bid opening place
 - (vi) The amount of Bid Security
 - (vii) The amount of Performance Guarantee
 - (viii) Quantum of liquidated damages for default in timely mobilizations
- b) Instructions to Bidders
- c) BRC-BEC-Bid Rejection Criteria & Bid Evaluation Criteria
- d) General Conditions of Contract (Part-I)
- e) Schedule of Work, Unit, Quantities, Rates and Prices (Part- II-SOQ)
- f) Special Conditions of Contract (Part-III-SCC)-(Sub Section 1 to 4)
- g) Payment Terms (Part IV)
- h) Schedule of company's Plants, Materials and Equipments-(Part-V)
- i) Owner's Drawing & Data -(Part-VI)
- j) Safety Measures (Part-VII-SM)
- k) Integrity Pact- (Part-VIII)
- l) Price Bid Format
- m) Proforma & Annexure.

2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

3.0 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 offers will not be considered and will be rejected straightway.

4.0 **AMENDMENT OF BIDDING 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 Bidding Documents by the issuance of an Addendum.

4.2 The Addendum will be sent in writing through post / courier / Fax/e-mail to all prospective Bidders to whom Company has sent the bid documents and also be uploaded in the OIL's e-portal in the C-folder under the tab "Amendments to Tender Documents". The company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. Bidders shall also check OIL's E-Tender portal [C-folder under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids.

5.0 **PREPARATION OF BIDS**

5.1 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 English translated version, which shall govern for the purpose of bid interpretation.

5.2 DOCUMENTS COMPRISING THE BID: The complete bid should be submitted on-line in the e-portal.

6.0 **BID FORM:**

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished as attachment in the e-portal.

7.0 **BID PRICE:**

7.1 Prices must be quoted by the bidders, both in words and in figures. In case of any discrepancy between the words and in figures, the prices indicated in words only will be considered.

- 7.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and will not be subjected to variation on any account.
- 7.3 **Since the tender is invited under SINGLE STAGE TWO BID SYSTEM and such no price details should be uploaded/mentioned under Technical RFx Tab. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment in the attachment header under the notes and attachment tab.**

Offer not complying with above submission procedure will be rejected. Kindly refer the screen shots below.

Click on this tab to upload Price Bid

Response

History Back Forward

Edit RFx Response:

Submit Read Only Print Preview Check Technical RFx Response Close Save Delete Verify signature Sign Response

RFx Response Number 60005122 RFx Number 577 Status Saved Submission Deadline 06.03.2013 00:00:00 INDIA Opening Date 06.03.2013 00:00:00 INDIA Remaining Time 0 Days 03:19:10

RFx Owner WSRM_SUMIT Total Value 0.00 INR RFx Response Version Number Active Version RFx Version Number 2

RFx Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions

Question	Reply	Comment
exclusive Test:	<input type="radio"/> Yes <input type="radio"/> No	yes
HAVE YOU SUBMITTED THE ORIGINAL BID BOND:	<input type="radio"/> Yes <input type="radio"/> No	yes
INDICATED IAC IS INCLUDED IN THE FOB PRICE:	<input type="radio"/> Yes <input type="radio"/> No	yes
FIRM OCEAN FREIGHT: * <input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	test
HAVE YOU MENTIONED THE TPI CHARGE: * <input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	test
HAVE YOU INDICATED THE TOLERANCE OF QUANTITY: * <input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	test
HAVE YOU INDICATED HANDLING CHARGE FOR RAIL DESPATCH:	<input type="radio"/> Yes <input type="radio"/> No	yes
HANDLING CHARGE INCASE OF INDIAN BIDDER: 2000	<input type="radio"/> Yes <input type="radio"/> No	test
HAVE YOU SUBMITTED THE SAMPLE:	<input type="radio"/> Yes <input type="radio"/> No	no
HAVE YOU ATTACHED PRICE SCHEDULE AS PER THE BRC (COMMERCIAL): * <input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	
HAVE YOU QUOTED THE PRICES WITH ALL LIABILITIES INCLUDING STATUTORY LIABILITIES: * <input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	

Page: 9 of 9 Words: 1 English (India)

20:51 05-03-2013

Next Screen on clicking Notes & attachment
Tab and go to edit mode

Bidders can insert comments here

RFx and Auctions - Oil India Ltd e-Procurement System - Microsoft Internet Explorer

RFx and Auctions | History | Back | Forward

Display RFx Response:

Edit | Print Preview | Check | Close | Verify signature of Response | Sign Response

RFx Response Number: 60006427 | RFx Number: | Status: Saved | Submission Deadline: 28.03.2013 11:00:00 INDIA
Opening Date: 07.03.2009 14:00:00 INDIA | Remaining Time: 2 Days 01:41:02 | RFx Owner: | Total Value: 0.00 INR
RFx Response Version Number: Active Version | RFx Version Number: 6

RFx Information | Items | **Notes and Attachments** | Summary | Tracking

Notes

Add | Clear | Filter Settings

Assigned To	Category	Text Preview
Document Header	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	

Attachments

Sign Attachment | Add Attachment | Edit Description | Versioning | Delete | Create Qualification Profile | Filter Settings

Assigned To	Category	Description	File Name	Version	Processor	Checked Out	Type	Size (KB)	Changed by	Changed on
Document Header	Standard Attachment	PRICE BID	PRICE BIDDING FORMAT	1		<input type="checkbox"/>	xls	32		03.03.2013

Create | Assign | Delete

Collaboration Room | Created on

1

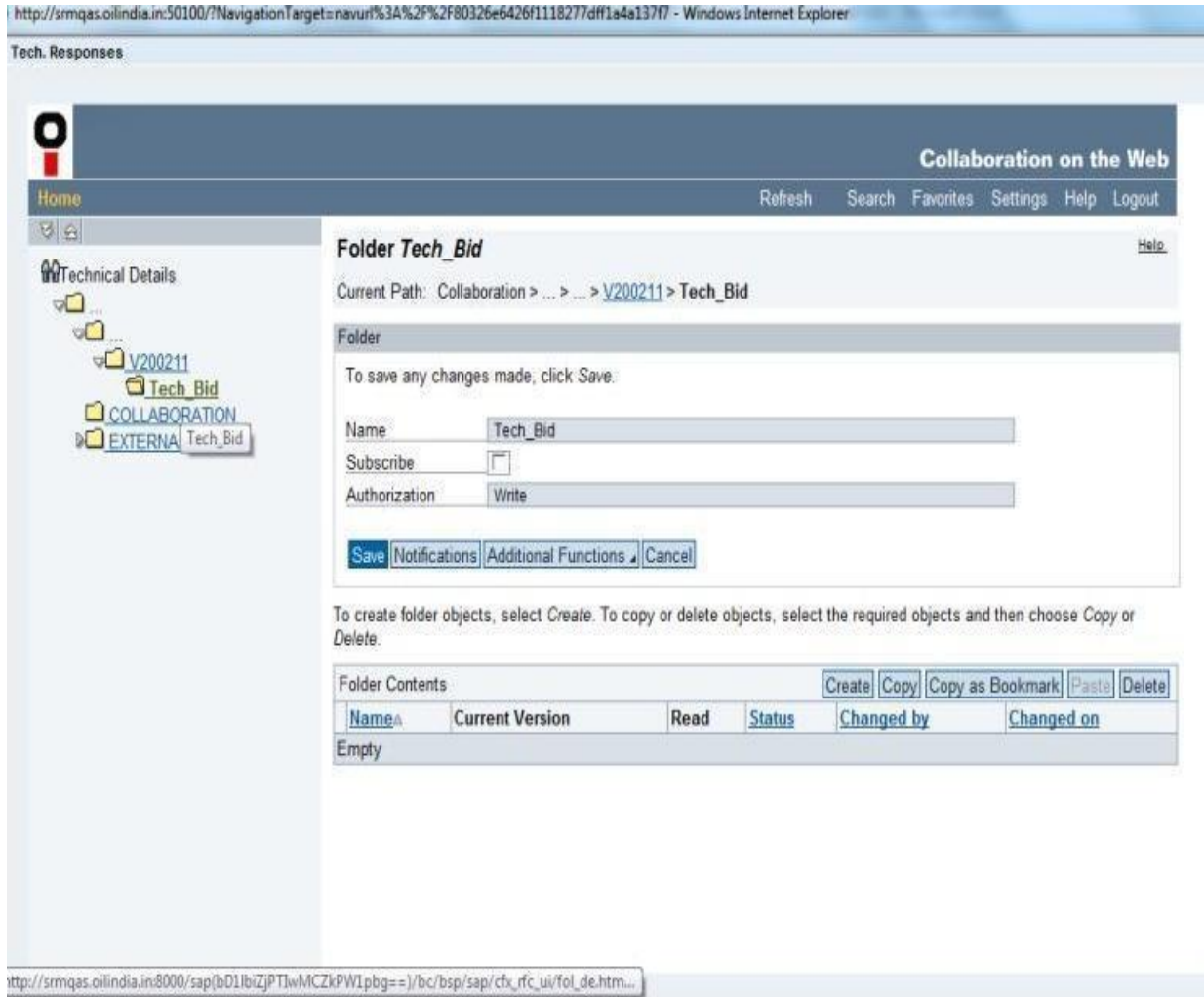
2

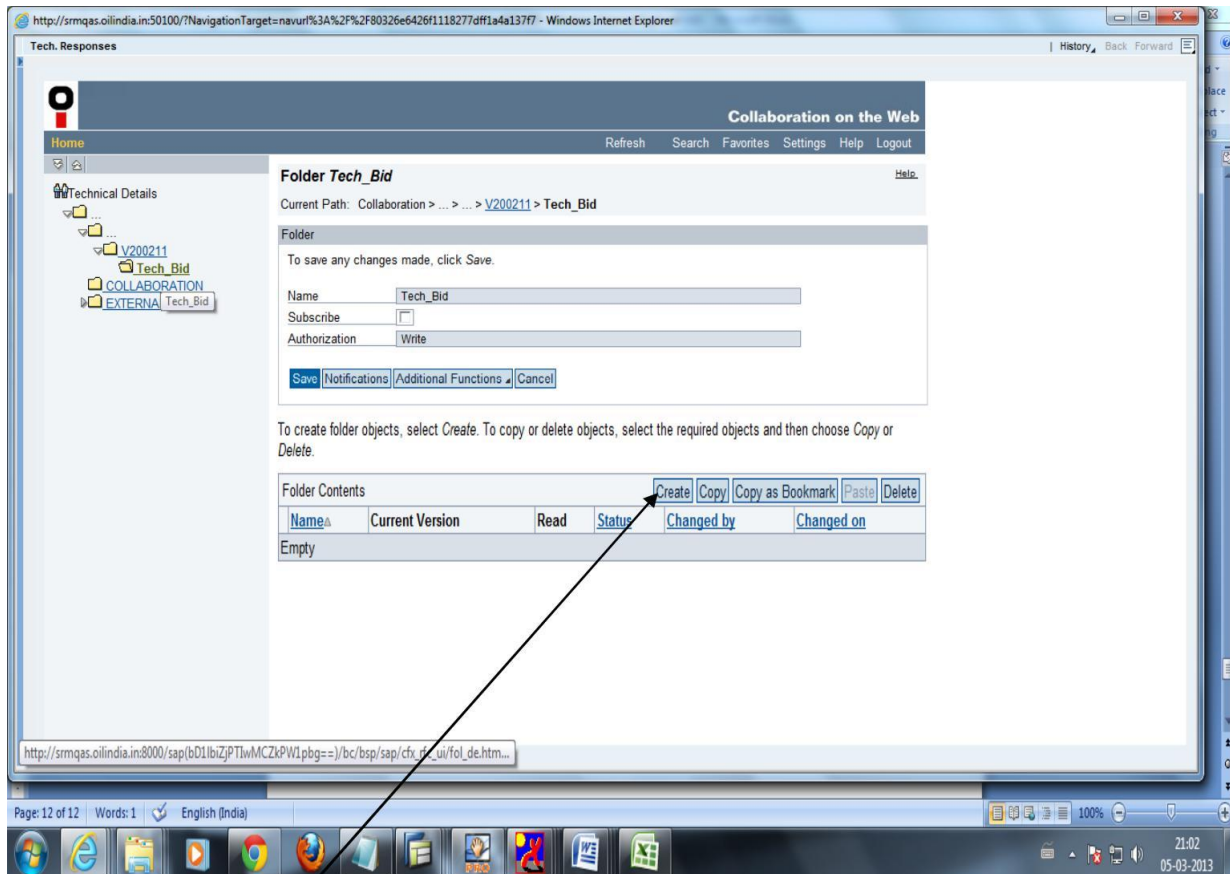
Price Bid Format to be attached here after
digitally signing the attachment

Create Technical Rfx response (creating Technical Rfx response is mandatory)

To create Technical Rfx response click on [Technical Rfx Response](#), at the top of the Response. (Refer screen shot on Page no: 3)

System will redirect you to the C-folder in new window (Screen shot Below)





Click on button  to create and upload new document.

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

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

These are as per BEC/BRC

9.0 **PERIOD OF VALIDITY OF BIDS:**

9.1 Bids shall remain valid for 120 days from the date of bid opening.

9.2 In exceptional circumstances, the OIL 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 (or by Fax). A Bidder may refuse the request

without forfeiting its BidSecurity. A Bidder granting the request will neither be required nor permitted to modify their bid.

10.0 FORMAT AND SIGNING OF BID:

The original and all copies of the bid shall be typed or written in indelible inks and shall be signed(digitally) by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.

11.0 SUBMISSION OF BIDS.

- 11.1 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 [e commerce application (Certificate with personal verification and Organization 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.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract. The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected.

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

- 11.2 Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.
- 11.3 Timely submission of the bids is the responsibility of the Bidder should be submitted before the bid closing date and time. Company shall not be responsible for any delay.
- 11.4 E-mail/ Fax/ Telex/Telegraphic/Telephonic offers will not be accepted.
- 11.5 Bidder shall submit the Bid, duly completed in terms of the Bid Document.
-

12.0 DEADLINE FOR SUBMISSION OF BIDS:

- 12.1 Bids should be submitted on-line up to 11.00 AM (IST) (Server Time) on the Bid Closing date mentioned in the Forwarding Letter. Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and for submission of bids has been reached and bids are opened.
- 12.2 No bid can be submitted after the submission date line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 12.3 The documents in physical form must be received by Company at the address specified in the "Forwarding Letter" on or before the Bid Closing Date & Time mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

13.0 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. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

14.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 14.1 Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and for submission of bids has been reached and bids are opened.
- 14.2 No bid can be modified / withdrawn subsequent to the deadline for submission of bids.
- 14.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the BidForm. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

15.0 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. However, the bidder whose bid has been received within the bid closing date and time will not be allowed to revise their Bid/prices. Withdrawal of such Bid also will not be permitted by the system.

16.0 BID OPENING AND EVALUATION:

- 16.1 OIL shall open the Bids, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Letter. However, an authorization letter (as per Proforma-II) 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 date, only Technical RFx will be allowed to open by the system.** Bidders therefore should ensure that techno-Commercial bid is uploaded under the **Technical RFx** Tab Page only **and no price should be mentioned anywhere under the Technical RFx.**
- 16.2 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.
- 16.3 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 14.0 shall not be opened. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.
- 16.4 Bid opening shall be done as detailed in clauses 16.1 and 16.2 above
- 16.5 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 16.3
- 16.6 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 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 at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

16.7 Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, inconsistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

16.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

16.9 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

17.0 EVALUATION AND COMPARISON OF BIDS:

17.1 The OIL will evaluate and compare the bids as per Priced Bid Format of the bidding documents.

17.2 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.

18.0 CONTACTING THE COMPANY:

- 18.1 Except as otherwise provided in Clause 14.0 above, no Bidder shall contact 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 OIL vide sub-clause 16.6.
- 18.2 An effort by a Bidder to influence OIL in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

19.0 AWARD CRITERIA:

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.

20.0 OIL' S RIGHT TO ACCEPT OR REJECT ANY BID:

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 OIL's action.

21.0 NOTIFICATION OF AWARD:

- 21.1 Prior to the expiry of the period of bid validity or extended validity, OIL will notify the successful Bidder in writing by registered letter or by cable or telex or fax or e-mail (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.
- 21.2 The notification of award will constitute the formation of the Contract.

22.0 SIGNING OF CONTRACT:

- 22.1 At the same time as OIL notifies the successful Bidder that its Bid has been accepted, OIL will either call the successful bidder for signing of the agreement or send the Contract Form provided in the Bidding Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.
- 22.2 Within 2(Two) Weeks from the date of issue of Letter of Award (LOA), the successful Bidder shall sign and date the contract and return it to OIL. Till

the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

- 22.3 In the event of failure on the part of the successful bidder to sign the contract within the period specified above or any other time period specified by OIL. OIL reserves the right to terminate the LOA issued to the successful bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

23.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:**

If it found that a bidder has furnished fraudulent information/documents, it shall constitute sufficient ground for annulment of the award 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.

24.0 **BID DOCUMENT:**

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.

- 25.0 **MOBILIZATION PERIOD:** 7 days from the date of issue of LOA.

26.0 **SITE VISIT:**

The Bidder, at the Bidder's own cost, responsibility and risk is encouraged to visit and examine the site of work and its surroundings, understand the logistics and obtain all information that may be necessary for preparing the Bid and entering into a Contract for the required services/work. The Contractor shall be deemed prior to Pre-Bid Conference & submitting their Bid to have:

- a) Inspected and examined the Site and its surroundings and carried out such surveys as it considers necessary;
- b) Satisfied itself as to the nature of the work and materials necessary for the execution of the Works;
- c) Satisfied itself as to the circumstances at the Site, including, without limitation, the ground and sub-soil, the form and nature of the Site and the climate and hydrological conditions of the Site;

- *****

BID REJECTION CRITERIA & BID EVALUATION CRITERIA FOR THE TENDER**BID EVALUATION CRITERIA (BEC):****A) FINANCIAL EVALUATION CRITERIA:**

- 1.1 Annual Financial Turnover of the bidder in any of preceding three financial/accounting years from the original bid closing dates should be at least **₹3,82,00,000.00 (Rupees Three Crore Eighty Two Lakhs only)**

In case of consortium: At least one member of the consortium should meet the above criteria of 50% turnover and the other members of consortium should meet minimum 25% turnover requirement.

- 1.2 Net worth of the bidder should be positive for the preceding financial / accounting year reckoned from the original bid closing date.

Note to Clause No.1.1 &1.2:

- (a) For proof of Annual Turnover & Net worth, copies of any one of the following documents must be submitted along with the bid:-
- (i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual Turnover & Net worth as per format prescribed in ANNEXURE-AA
 - OR
 - (ii) Audited Balance Sheet along with Profit & Loss account.
- (b) Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'The balance sheet/Financial Statements for the financial year ----- (as the case may be) has actually not been audited so far.

B) TECHNICAL EVALUATION CRITERIA:

Consultant must meet the following criteria:

1.1 EXPERIENCE

- (i) The Bidder shall have experience of providing at least one Project Management Consultancy (PMC) service, for Construction / Rehabilitation / Refurbishment of Hydrocarbon Pipeline Project in previous 7 (seven) years reckoned from the original bid closing date. The value of this PMC service contract shall not be less **than ₹3,82,00,000.00 (Rupees Three Crore Eighty Two Lakhs only)**

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

In case of a consortium, this eligibility criteria has to be met by the leader of the consortium.

- (ii) The Bidder should also have the experience of providing PMC services for a Hydrocarbon Pipeline project of not less than **₹200 Cr** in previous 7 (seven) years reckoned from the original bid closing date. In order to ascertain the same the bidder needs to submit necessary supporting documents from the Project Owner.

In case of a consortium, this eligibility criteria has to be met by the leader of the consortium

- (iii) Job executed by a bidder for its own organization / subsidiary shall not be considered as experience for the purpose of meeting BEC.

1.2 Requisites for the Services offered:

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

C) COMMERCIAL – BID REJECTION CRITERIA

- 1.0 Bids shall be submitted under single stage two Bid system i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in **“Technical RFx Response” Tab** and Priced Bid as per Schedule of Rates uploaded in the **“Notes & Attachments” Tab**. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.
- 2.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- 3.0 Bids with shorter validity will be rejected as being non-responsive.
- 4.0 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the Company (i.e. OIL) before due date of closing. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount and validity of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.
- 5.0 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.
- 6.0 Physical Bids, if any received from the bidders, shall not be considered and will be rejected.
- 7.0 Bids submitted after the Bid Closing Date and Time will be rejected.
- 8.0 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 9.0 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have

been issued. Unsolicited bids will not be considered and will be straightway rejected.

- 10.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized 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 initialed by the person or persons who has/have digitally signed the Bid.
- 12.0 Any Bid containing false statement will be rejected.
- 13.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Schedule of Rate under PART – II of Bid Document, otherwise the Bid will be summarily rejected.
- 14.0 Non-submission of the documents as specified in BEC will result in rejection of bids.
- 15.0 Bidder shall fulfill all the relevant clauses applicable for this e-Tender.
- 16.0 Bidder must accept and comply with the following standard commercial terms as given in the Bid Document in toto failing which bid will be rejected –
 - i) Performance Security
 - ii) Force Majeure
 - iii) Tax Liabilities
 - iv) Arbitration
 - v) Acceptance of Jurisdiction and Applicable Law
 - vi) Liquidated Damage
 - vii) Safety & Labour Law
 - viii) Termination
 - ix) Integrity Pact
 - x) Warranty and remedial of defects
 - xi) Liability
 - xii) Insurance
 - xiii) Any other condition specifically mentioned elsewhere in the tender documents that non-compliance of the clause shall lead to rejection of the bid.

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

D) PRICE EVALUATION CRITERIA:

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

- 1.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 2.0 The bidders must quote their Prices in the manner as called for vide Schedule of Rates(SOQ) – 1 & 2 under **Part - II**.
- 3.0 Bidder needs to mandatorily quote for all the items in the Schedule of Rates (SOQ) – 1 & 2 in PART – II else the bid will be rejected. The bid will not be evaluated if bidder fails to quote against the items mentioned in the SOQ– 1 & 2.
- 4.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. **Commercial Bids shall be evaluated taking into account the Price quoted against SOQ-1 ONLY.** Rates quoted against SOQ-2 will not be considered for determination of ranking.
- 5.0 However, the contract will be awarded for all the items covered under SOQ-1 & 2. Payment against SOQ-2 (i.e. Consultancy charges for extra work at Office/Site) shall be made based on actual executed quantities.
- 6.0 OIL will not be responsible for delay, loss or non-receipt of applications (for bidding documents) and will not entertain any correspondence in this regard.
- 7.0 Discount: Bidders are advised not to indicate any separate discount. Discount if any, should be merged with the quoted price. Discount of any type indicated separately will not be taken in to account for evaluation purposes. However, in the event such offer without

considering discount is found to the lowest, OIL shall avail such discount at the time of award of contract.

- 8.0 Consultant must include all liabilities and taxes including statutory liabilities but excluding Service Tax which will be borne by the company(OIL).
- 9.0 The items mentioned in above clause are to be read in conjunction with Schedule of Rates in Part-II.
- 10.0 In case of identical lowest offer by more than 1(One) bidder, the selection will be made by draw of lot amongst the L-1 bidders offering the same lowest amount.
- 11.0 The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.

E) GENERAL:

- 1.0 Bidders should provide copies of the following:
- (i) Service Tax Registration Certificate,
 - (ii) PAN Card,
 - (iii) Bank A/C NO, Bank Address, with IFSC Code,
 - (iv) Vendor Code (for existing vendors),
 - (v) P.F. Registration Number OR Declaration (Declaration by applicant that provisions of Provident Fund Act are not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder (Applicant).In case successful bidder doesn't have P.F. Code at the time of bidding and PF Act is applicable on him/her, the same has to be provided by him/her before signing of contract agreement and issue of Work Order by OIL.)
- 2.0 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BRC.

- 3.0 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.
- 4.0 If any of the clauses in the BEC-BRC contradict with other clauses of bidding document elsewhere, then the clauses in the BEC-BRC shall prevail.
- 5.0 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC& Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
- 6.0 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.
- 7.0 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

F) INTEGRITY PACT:

Bidder shall submit Integrity Pact Proforma / Annexure along with the Technical Bid, duly signed on all pages by same signatory who signed the bid, failing which the offer will summarily be rejected

ANNEXURE-AA:**CERTIFICATE OF ANNUAL TURNOVER & NETWORTH**

(To be issued by practicing Chartered/Cost Accountant Firm
on their Letter Head)

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statement of M/s_____ (Name of the bidder) for the last three(3) completed accounting years up to_____ (as the case may be) are correct.

YEAR	TURNOVER(₹)	NETWORTH(₹)

Place:

Date:

Seal:

Membership Code and Registration No.

Signature

****End of BEC-BRC****

OIL INDIA LIMITED
(A Government of India Enterprise)
CONTRACTS SECTION, PHQ
P.O. UdayanVihar – 781171, Guwahati, ASSAM

DESCRIPTION OF WORK/SERVICES:-

Hiring the services of Project management Consultant (PMC) for complete management of “Pipeline Rehabilitation Project-Phase I” of 575 Km

GENERAL CONDITIONS OF CONTRACT (GCC)

MEMORANDUM OF AGREEMENT made this _____ day of _____ between OILINDIA LIMITED a Company incorporated under the Companies Act 1956 and having its registered Office at Duliajan in the District of Dibrugarh, Assam (hereinafter called Company) of the one part and Shri/Smti _____ and Shri/Smti _____ carrying on business as partners /proprietor under the firm name and style of M/s. _____ with the main Office at _____ in the District of _____ aforesaid (hereinafter called 'Contractor') on the other part.

WITNESSETH:

1. a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms **Part-II** of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms **Part-III** of the contract utilizing any materials/services as offered by the Company as per **Part-V** of the contract at Various field installations within the states of Assam, West Bengal & Bihar as per **Part-VI**
- b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.
- c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.

2. The contractor shall provide all labour, supervision and transport and such specified materials described in **Part-III** of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.
3. The Company's Engineer shall have power to:
 - a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.
 - b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.
 - c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.
 - d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.
 - e) Order deviations in **Part II, III and IV** of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed.
4. The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in **Part-II** if so ordered by the company at the same rates, terms and conditions.
5. The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the

contractor for permanent incorporation in the work under this contract particularly for execution of this contract up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

6. The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts:-
- i) The Factories Act & Rules
 - ii) The Minimum Wages Act, 1948.
 - iii) The Workman's Compensation Act, 1923.
 - iv) The Payment of wages Act, 1963.
 - v) The Payment of Bonus Act, 1965.
 - vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
 - vii) Employees Pension Scheme, 1995.
 - viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
 - ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
 - x) AGST Act.
 - xi) Service Tax Act.

or any other Acts or Statute not here in above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the Contract Labour appointed by the Contractor. Such Statutory increase in the wage rates of Contract Labour shall be borne by the contractor.

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 Guwahati**

7. The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.
8. The duration of the contract shall be **03 years & 10 months** from the commencement date mentioned in the work order. The Contractor must complete the work within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to
-

the company liquidated damages at the rate of 1/2% (Half p.c) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) of the total contract cost subject to a maximum of 7.5% of the total contract cost.

OIL's Engineer's certificate as to the criticality or otherwise of an item shall be final.

The payment of liquidated damages/penalty may be reduced or waived at the sole discretion of the Company whose decision in this regard will be final.

In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and / or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

9. In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots , or in any agitation prejudicial to the Company's interest and any such even taking shape or form at any place of the Company's works or and its neighborhood.
10. The tendered all-inclusive of Price (the Contract price) except service tax is Rs.XXXXXXXXXX **(Not to be filled up by the bidder. This will be entered at the time of Signing of the agreement) but the Company shall pay the Contract or only for actual work done at the all-inclusive rates set down in the Schedule of work part II of this Contract.**

Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

11. The contractor employing 20 (twenty) or more workmen on any day preceding 12 months shall be required to obtain requisite licence at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.
12. The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours' notice in writing to the Contractor and in the event of Company's so doing the clause 5 here of shall prevail and the accounts between the parties will be in accordance therewith finalized.
13. The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.
14. The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with Factories Act & Rules. The Company's representative shall not allow/accept those men who are not provided with the same.
15. All Statutory taxes levied by the Central & State Government or any other competent authority from time to time will be borne by contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities but excluding Service Tax. Service Tax if applicable shall be, to the company's account. However, Service Tax portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.
16. The Contractor shall deploy local persons in all works.
17. The Contractor shall not engage minor labour below 18(eighteen) years of age under any circumstances.
18. The Contractor and his/her workmen shall strictly observe the rules and regulations as per Factories Act & Rules(latest editions).
19. **GENERAL OBLIGATIONS OF COMPANY:**

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:
 - i) Pay the Contractors in accordance with terms and conditions of the contract.

- ii) Allow access to Contractors and their personnel, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

20. SPECIAL CONDITIONS

- a) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.
- b) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to applicable P.F. Contribution.

21. FORCE MAJEURE:

- 21.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor), acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 21.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72) hours of the alleged

beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

- 21.3 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 (15) days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

22. **TERMINATION:**

- 22.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION): The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or the extension period, if exercised by Company under the provision of the Contract.
- 22.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE: Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 21.0 above.
- 22.3 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.
- 22.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE: If the Company considers that, the performance of the Contractor is unsatisfactory, or not up to 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.
- 22.5 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.

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

22.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 22.1 to 22.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination including the De-mobilization cost, if any.

23. **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.

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

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

24. **SETTLEMENT OF DISPUTES AND ARBITRATION:**

24.1 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 :

- a. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 day's 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.
- b. The number of arbitrators and the appointing authority will be as under:

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

- c. 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.
- d. 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.
- e. 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.

- f. 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.
- g. The arbitral tribunal shall make and publish the award within time stipulated as under :

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

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

- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
- m. 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.
-

24.2 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, Department 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 24.1 & 24.2 will be **Guwahati, Assam**. The award made in pursuance thereof shall be binding on the parties.

25. **I.B. VERIFICATION REPORT AND SECURITY REVIEW:**

Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department before engagement.

In case of any doubt or dispute as to the interpretation of any clause herein contained, the decision of the Company's Engineer shall be final and binding on the contractor.

26. **SET OFF CLAUSE:**

Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or

under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).

27. **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

If it is found that a Bidder/Contractor has furnished fraudulent document/information the party shall be debarred for period of 3(three) years from date of detection of such fraudulent act, besides the legal action.

28. **WARRANTY AND REMEDY OF DEFECTS:**

28.1 Contractor warrants that it shall perform the work in a professional manner and in accordance with the highest degree of quality, efficiency, and with the state of the art technology/ inspection services and in conformity with all specifications, standards and drawings set forth or referred to in the Scope of Work. They should comply with the instructions and guidance which Company may give to the Contractor from time to time. For any rectification works during Defect Liability Period (12 Months from the date of completion of the project) of any Works contractor(s) / purchase(s), PMC shall extend their supervisory / technical assistance at no extra cost. **Warranty/ Defect Liability Period shall be 12 Months from the date of completion of the project.**

28.2 Should Company discover at any time **during the execution** of the Contract that the work carried out by the contractor does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform all corrective work required to make the services conform to the Warranty. Such corrective work shall be performed entirely at contractor's own expenses. If such corrective work is not performed within a reasonable time, the Company, at its option, may have such remedial work carried out by others and charge the cost thereof to Contractor which the contractor must pay promptly. In case contractor fails to perform remedial work, the performance security shall be forfeited.

29. **CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**

29.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by

Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

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

29.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company.

30. **TAXES:**

30.1 Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/ payments received under the contract will be on contractor's account.

30.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India.

30.3 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. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

30.4 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.

30.5 Tax clearance certificate for personnel and corporate taxes shall be obtained by the contractor from the appropriate Indian Tax authorities and furnished to company within 6 months of the expiry of the tenure of the contract or such extended time as the company may allow in this regard.

30.6 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.

30.7 Corporate and personal taxes on contractor shall be the liability of the contractor and the company shall not assume any responsibility on this account.

30.8 ***All local taxes, levies and duties, sales tax, octroi, customs duty, VAT etc. on purchases and sales made by contractor shall be borne by the contractor.***

30.9 **SERVICE TAX:**

Quoted price should be **exclusive** of applicable Services Tax.

30.10 **CUSTOMS DUTY ON EQUIPMENT:**

i) Contractor is liable to pay all customs duty, as applicable on the equipment brought to India for executing the works.

ii) The Contractor shall be fully liable for observing all the formalities in this regard as well as to pay the customs duty chargeable on the equipment, including any deposit payable for such purposes. No adjustment in the Contract Price shall be permissible for any change in duty drawback applicable in respect of equipment and machinery brought to India for use in the project and for re-export of equipment & machinery, on completion of the project.

30.11 **CUSTOMS DUTY:**

The quoted price shall include full customs duties for materials (for permanent incorporation in the work), equipment and plants envisaged to be imported for execution of work.

30.12 **IMPORT LICENSE:**

The Contractor shall arrange import of all materials required for permanent incorporation in the works as well as construction equipment as per the guidelines laid down by the Government of India. Import license shall not be provided by Company.

31. INSURANCE:

- 31.1 The contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the contractor or its subcontractor during the currency of the contract.
- 31.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others:
- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
 - b) Employer's Liability Insurance as required by law in the country of origin of employee.
 - c) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfill the provisions under this contract.
 - d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
 - e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance regulations.
 - f) Public Liability Insurance as required under Public Liability Insurance Act 1991.
- 31.3 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's account.
- 31.4 Any deductible set forth in any of the above insurance shall be borne by Contractor.

- 31.5 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 31.6 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried by Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.
- 31.7 Contractor shall require all of their sub-contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-contractors.
- 31.8 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company.
32. **CHANGES:**
- 32.1 During the performance of the work, Company may make a change in the work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.
- 32.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (**Part - II**). Upon review of Contractor's estimate, Company shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 24.0 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.
-

33. NOTICES:

- 33.1 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**For contractual matters****For Technical matters**

Chief Manager (Contracts)
OIL INDIA LIMITED
PO: UdayanVihar
Assam-781171, India
E-mail: ellora@oilindia.in
Fax No. 91-0361-2643686

DGM(M&S)
OIL INDIA LIMITED
PO: UdayanVihar
Assam-781171, India
E-mail: rksarma@oilindia.in
Fax No. 91-0361-2643686

Contractor

Fax No. :

Email:

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

34. SUBCONTRACTING:

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

35. MISCELLANEOUS PROVISIONS:

- 35.1 Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

- 35.2 Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation, public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.
- 35.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workman like condition to the satisfaction of the Company and conform to ISO 14001.
- 35.4 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.

36. **LIABILITY:**

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

indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

- 36.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwrites, servants, agents, nominees, assignees, Contractors and subcontractors for loss or damage to the equipment of the Contractor and/or its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 36.4 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.
- 36.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting there from.
- 36.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, subcontractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the Company and/or of its Contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.
- 36.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and /or its underwriters, servants, agents, nominees,
-

assignees, Contractors and subcontractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

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

37. **CONSEQUENTIAL DAMAGE:**

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

38. **INDEMNITY AGREEMENT:**

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

or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

39. **INDEMNITY APPLICATION:**

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

40. **PAYMENT & INVOICING PROCEDURE:**

- 40.1 Company shall pay to Contractor, during the term of the contract, the amount due calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Company unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.
- 40.2 All payments due by Company to Contractor shall be made at Contractor's designated bank. All bank charges will be to Contractor's account. Payment will be cleared on monthly basis only.
- 40.3 Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within one year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which Company questions.
- 40.4 Contractor will submit six sets of all invoices to Company for processing of payment. Separate invoices for the charges payable under the contract shall be submitted by Contractor for foreign currency and Indian Rupee.
- 40.5 Payment of invoices if undisputed shall be made.
- 40.6 The Company shall within 30 days of receipt of the invoice notify Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion.

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

40.8 Contractor shall maintain complete and correct records of all information on which 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 Company of Contractor's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Contractor to Company and (ii) that Contractor is otherwise in compliance with the terms and conditions of this Agreement.

41. **WITH-HOLDING:**

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

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

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

With-holding will also be affected on account of the following:-

- i) Order issued by a Court of Law in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws. When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-hold. Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor which is directly/ indirectly related to some negligent act or omission on the part of Contractor.

42. **SUBSEQUENTLY ENACTED LAWS:**

Subsequent to the date of submission of contractor's bid, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the company/Contractor shall reimburse/pay Contractor /company for such additional/ reduced costs actually incurred.

43. **ROYALTY AND PATENTS:**

Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods which have

not been imposed on the attending party by the terms of the contract or the specifications or drawings forming part thereof.

44. **WAIVER:**

Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.

IN WITNESS whereof the parties hereunto set their hands seals the day and year first written above:-

SIGNED AND DELIVERED FOR AND
ON BEHALF OF CONTRACTOR

(Signature of Contractor or his legal
Attorney)

_____ by
the hand of _____ its
Partner/Legal Attorney

(Full Name of Signatory)

(Seal of Contractor's Firm)

And in presence of

(Signature of (Witness))

Date: _____

(Full name of Signatory)

Address:

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

(Signature of Acceptor)

Date: _____

Designation: _____

OIL INDIA LIMITED
(A Govt. of India Enterprise)

Description of Service: Hiring the services of Project Management Consultant (PMC) for complete management of "Pipeline Rehabilitation Project - Phase I" of 575 Km.

Part-II Schedule of Work, Unit and Quantity (SOQ)/Schedule of Rates (SOR):
"Please do not quote here"

PREAMBLE TO PRICE SCHEDULE / SCHEDULE OF RATES

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

II. **Basis of Prices (SOQ-1)**

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

In addition to above, the quoted price shall include performance of all activities though not specifically mentioned in tender, but otherwise required for overall completion of the project.

III. Basis of Prices (SOQ-2)

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

IV. Errors And Omissions

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

OIL INDIA LIMITED							
PRICE SCHEDULE/ SCHEDULE OF RATES - 1 (SOQ-1)							
Project Management Consultancy services for Pipeline Rehabilitation Project (Phase I)							
The bidder shall read these SOQ (s) in conjunction with the Scope of Work detailed in this Bid Document and quote accordingly.							
Sl. No	Description	UOM	Quantity	Quoted Price inclusive of all taxes & duties except applicable Service Tax			
				Unit Price		Total Price	
				Unit Price in figures (INR)	Unit Price in words (INR)	Total Price in figures (INR)	Total Price in words (INR)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1	Fee for Project Management and consultancy services which includes but not limited to Project Monitoring and Scheduling, Designing, Tendering, Procurement, EPC Contract finalization, Construction management, Inspection and expediting services, Cost monitoring, Documentation/Drawings, Project closeout etc as per details given in the Scope of Work of this Bid document	Lump sum	1				
Notes to SOQ: (1) Service Tax shall be paid extra at actual against submission of Cenvatable Invoice. Bidder to indicate applicable rate of service tax. (2) Progressive Payment will be made as per Payment Milestones specified in Payment Terms, PART-IV							
Name of the Company		Name of Authorized Person			Signature with Seal		

OIL INDIA LIMITED							
PRICE SCHEDULE/ SCHEDULE OF RATES - 2 (SOQ-2)							
Project Management Consultancy services for Pipeline Rehabilitation Project (Phase I)							
The bidder shall read these SOQ (s) in conjunction with the Scope of Work detailed in this Bid Document. This item is required for carrying out extra works beyond the scope in the Bid Document . The deployment of personnel for extra jobs shall be on the basis of owner's approval.							
Sl. No	Description	UOM	Quantity (Estimated)	Quoted Price inclusive of all taxes & duties except applicable Service Tax			
				Unit Price		Total Price	
				Unit Price in figures (INR)	Unit Price in words (INR)	Total Price in figures (INR)	Total Price in words (INR)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1	Consultancy charges for extra work at Consultant's Office	Man-Hours	1500				
2	Consultancy charges for construction and field related work	Man-Days	200				
Notes to SOQ:							
(1) The quantity specified in column 4 is indicative only. The quantity may vary and payment shall be made based on actual executed quantities							
(2) Travel, boarding and lodging facilities will be provided by OIL for out-of-office visits from consultant's office							
(3) Service Tax shall be paid extra at actual against submission of Cenvatable Invoice. Bidder to indicate applicable rate of service tax							
Name of the Company		Name of Authorized Person			Signature with Seal		

Special Conditions of Contract (SCC)**SCOPE OF WORK:**

PART-III: Particular Specifications, terms & conditions and instructions /
Scope of Work

TABLE OF CONTENT

SUB-SECTION – 1	Project Description
	1.0 Introduction
	2.0 Project Background
	3.0 Project Requirement
SUB-SECTION – 2	Scope of Work of PMC
	1.0 Introduction
	2.0 General Scope of Work
	3.0 Review of Data and Initial Studies
	4.0 Site Visit
	5.0 Procurement and Contracting Strategy
	6.0 Front End Engineering Design
	7.0 Permissions
	8.0 Cost Estimation
	9.0 Work procedures, Specifications, Drawings & Standards
	10.0 Material Specifications and Vendors
	11.0 Quality document
	12.0 Procurement (Materials & Services)
	13.0 Material Inspection and Expediting
	14.0 Construction
	15.0 Project Management and Control
	16.0 Review and Approvals by OWNER
	17.0 Design Standards
	18.0 Project Documentation
	19.0 Project Completion/Closeout
	20.0 Time Schedule of PMC
	21.0 Exclusion from Consultant's Scope
	22.0 Addition, Reduction in scope and Re-Tendering
	23.0 Other Conditions

TABLE OF CONTENT

SUB-SECTION – 3	Consultant Manpower
SUB-SECTION – 4	Health, Safety, Environment Requirements
	1.0 Project Safety Review
	2.0 Environmental Impact Assessment (EIA) and Group Risk Assessment (GRA)
	3.0 Health, Site Safety and Security
	4.0 Site Safety Organization
	5.0 Site Safety Planning
	6.0 Site Safety Manual
	7.0 Preparation of Emergency Action Plan
	8.0 Safety Activities
	9.0 Accident Reporting and Investigation

PROJECT DESCRIPTION

1.0 Introduction

OIL INDIA LIMITED (OIL), is a Government of India “NAVARATNA” Category Enterprise, engaged in the business of Exploration, Production & Transportation of Crude Oil, Petroleum Products and Natural Gas and Production of LPG in India with participating interest in E&P sector in various overseas projects.

The Pipeline Department of Oil India Limited deals with transportation of hydrocarbons to different refineries and thus operates a total of 1860 Km of Hydrocarbon pipelines, which comprises of 1206 Km of Crude oil trunk pipeline and 654 KM Product pipeline. For this purpose, it owns a 1157 Km long x 18 m/14 m wide Right-of-way [ROW] from Duliajan, Assam, India to Barauni, Bihar, India. This ROW has multiple hydrocarbon pipelines viz. crude, product & natural Gas, all protected from a common Impressed Current Cathodic Protection (ICCP) system owned and maintained by OIL. The details of the various pipelines on the ROW along with their size, vintage, type of coating etc are given in Drawing – 1,2 of **PART VI**. Out of these pipeline in the ROW, the 406 mm (16”) and 355 mm (14”) crude oil pipelines, totalling 1161 Km are more than 50 years old and 249 km of NSPL and another refinery delivery line of 5 Km are approx. 40 years old. Thus, a total of 1415 km of currently operating hydrocarbon pipelines are beyond or nearing completion of their design life.

2.0 Project Background

Due to natural degradation of the existing Coal Tar coating of these pipelines along with associated problems like shorted cased crossings and insulating flanges, the CP system is unable to adequately protect the pipeline system. Recent additions of more pipelines in the ROW [viz NSPL and DNPL have increased the load on the CP System many folds. Degraded/ exhausted ICCP anode beds have compounded the problem.

Intelligent Pigging Survey of the crude oil as well as the NSPL product pipeline, indicates no major corrosion defects and does not recommend de-rating of the pipelines. Since the pipelines are in good health, issues related to Coating and CP system needs to be immediately addressed to ensure safe and reliable operation of the pipelines.

3.0 Project Requirement

In order to ensure continued safe and reliable operation of the pipelines and also to enhance the life of the pipeline system by another approx. 30 years, it is proposed to Rehabilitate 575 Km of the said 1415 Km pipelines in patches under Phase-I of the Project in the states of Assam, West Bengal and Bihar. As per the work strategy, 10 to 15 Km Pipeline coating refurbishment is proposed to be carried out on both sides of Pump and SV stations (which incidentally are also where the CP stations are installed), refer Table-2 for details. Apart from this, in order to reduce the CP current drainages all shorted cased crossings falling within the 575 Km section shall be repaired/removed/mitigated and in addition the complete common CP system covering 1415 Km shall be redesigned and revamped along with recoating of all buried Block valves falling within 1451 Km section, to give a renewed life to the system.

In view of this, it is intended to engage a **Project Management Consultant (PMC)** for providing Consultancy Service for complete management of the **“Rehabilitation Project of 575 km (Phase-I) Cross country Hydrocarbon Pipeline network consisting of Pipeline Coating Refurbishment, Re-designing the complete Cathodic Protection system and implementation of recommendations, Mitigation of shorted cased crossings, recoating of buried Block valves, repair/replacement of shorted Insulating Joints (IJs), Repair of defective Pipeline Sections all with the objective of ensuring continued safe and reliable operation and enhancing life of the pipeline system by approx. 30 Years”**. This project shall hereinafter be called the **“PIPELINE REHABILITATION PROJECT (PHASE-I)”**. This project is spread over a pipeline distance of 1157 Km (i.e from Duliajan, Assam to Barauni, Bihar) across the 3 states of Assam, West Bengal and Bihar. The approximate distribution of the pipelines state wise is given in Table-1.

Following aspects have been considered by the Owner for this **“PIPELINE REHABILITATION PROJECT (PHASE-I)”** and shall normally not be subject to review/change. However, if the PMC has certain better proposition the same may be put up to Owner for consideration.

- a) Pipeline Coating refurbishment work shall be carried out by Works contractor on both sides of Pump and SV stations as per Table-2
- b) Selection of coating material
 - i) **Dry with normal soil** – 3PLY/2PLY POLYETHYLENE, BUTYL RUBBER ADHESIVE BASED COLD APPLIED TAPE COAT SYSTEM WITH PRIMER
 - ii) **Dry with rocky soil** – 3PLY/2PLY POLYETHYLENE, BUTYL RUBBER ADHESIVE BASED COLD APPLIED TAPE COAT SYSTEM WITH PRIMER
 - iii) **High water table areas** – INNER WRAP PRIMER LESS COLD APPLIED NON-CRYSTALLINE LOW-VISCOSITY POLYOLEFIN WRAPPING TAPE (VISCO-ELASTIC) /OUTER WRAP 2PLY PVC BUTYL RUBBER ADHESIVE BASED TAPE COATING
 - iv) **water logged areas** – PETROLATUM TAPE/ THICK PVC BITUMEN BASED OUTER WRAP COATING SYSTEM WITH PRIMER

SCOPE OF WORK OF PMC

1.0 Introduction

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

2.0 General Scope of Work

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

The details of the 575 Km pipeline covered under the “PIPELINE REHABILITATION PROJECT (PHASE-I)” along with their state wise distribution and detailed chainages are listed in Table-1 and Table-2 respectively. A schematic drawing showing the different Pump stations and SV/TOP stations along with the other pipelines which are lodged in the common 18 m/14m wide ROW strip from Duliajan, Assam to Barauni, Bihar are shown in Drawing 1 and Drawing 2.

The scope of work of the PMC is broadly defined under the following heads however the list is not exclusive/exhaustive. PMC shall also be required to do the works not envisaged herein and specifically mentioned below, but otherwise required for overall completion of the project as a consultancy services, within the quoted price/awarded value of work to PMC.

- a) Initial Site visits
- b) Review of owners data (technical documents, survey reports etc.) and rehabilitation plan prepared by the Owner.
- c) FEED: carryout all necessary calculations and conduct all appropriate design procedure and analysis, as required
- d) Project Procurement & Contracting Strategy
- e) Preparation of drawings and Project Document Index.
- f) Planning of detailed activities and Scheduling
- g) PMC shall provide all technical documents / liaison assistance with statutory authorities like MOEF (Ministry of Environment & Forest), SPCB (State Pollution Control Board), Forest, Wild life Sanctuaries, railways, irrigation, National/ State highways authorities, etc. for obtaining various statutory permissions.
- h) Preparation of Material specifications, Work Procedure, SOP, Quality document (QA/QC)
- i) Preparation of item wise cost estimate.
- j) Preparation of tender documents RFQ, invite bids, including clarification to vendors / bidders, pre-bid meetings, evaluation of un-priced/ price bid, assistance during negotiations, if situation arises.
- k) Forwarding recommendations as required for Awarding of Contracts/Purchase Orders as per OIL’s “Integrated Procedure/Manual for Procurement of Goods & Services”
- l) Preparation of letter of intent, work orders/purchase orders, contract documents/ agreements.

- m) Review and approval of design/drawings/ documents for material supply and work execution as submitted by vendors/ contractors/ suppliers.
- n) Inspection/Expediting of Materials.
- o) Materials Management
- p) Project Management and Supervision
- q) Establish Quality Management System and ensure Quality control as per approved Quality Assurance plan
- r) Project Cost Control, Management & Monitoring, and implementation of corrective action.
- s) Project Information Management
- t) Risk Management of the project along with the detailed Risk Analysis (Qualitative as well as Quantitative)
- u) Health & Safety Management System complying with Statutory, Regulatory and National & International Standards.
- v) Certification and forwarding the vendors bills to Owner within stipulated time
- w) Review and approval of 'As Built Documents/Drawings'.
- x) Complete assistance in Lodging of Insurance claims and realization of the same: It shall be the PMC's responsibility to carry all the technical & coordination works for lodging of insurance claims and assistance in realization of these claims from the insurance agencies. However taking of insurance policies and payment of its premium would be in the scope of Owner.
- y) During work execution, PMC shall maintain all records of ROW/RoU obstruction/ hindrances with due justifications.
- z) Performance of Vendors/ Contractors
 - Carry out the vendor performance evaluation of vendors/contractors.
 - Along with the order/contract closing statements, PMC shall also provide performance evaluation report of all the vendors/ contractors.
- aa) Project Closeout

PMC shall work with the aim to complete the Project on or before the schedule, within the stipulated cost and shall follow all relevant & applicable international/national codes and standards.

3.0 Review of Data and Initial Studies

- a) Review the owner's data and documents (ROW Data, GIS Data, survey reports etc.) with regards to the pipeline system (including Cathodic protection).
- b) Review the Owner's Rehabilitation Strategy

4.0 Site Visit

- a) PMC shall also carryout site visits of ROW, Pump Stations and Repeater stations with Owner's personnel for assessing the ROW condition and co-relate/supplement the same with the data made available by the owner to have a correct assessment of the ROW, infrastructure availability, approach roads for movement of men, material and heavy equipment to the site and other details as required. No separate ROW survey either by the PMC or owner is envisaged.
- b) The Site visit shall be covered in 10-12 days. Owner shall only arrange for the Local transportation by road to various Pump Stations, SV, TOP and ROW. All other expenses of the PMC including accommodation of PMC's personnel shall be to PMC's account.

5.0 Procurement and Contracting Strategy

- a) Establish the Project Procurement & Contracting Strategy to ensure completion of the “PIPELINE REHABILITATION PROJECT (PHASE-I)” within the stipulated time frame. While working out the Project Procurement & Contracting Strategy, due consideration shall be taken with regards to limited working window on account of long monsoon periods, work at geographically disjointed areas spread across different states, capability and availability of Works contractors and their resources and commitments.
- b) Material Procurement Strategy shall identify as to which material(s) to be procured by owner and which by the Works contractor(s) and also procurement methodology (viz. staggered delivery, splitting of orders between vendors etc.) to be adopted for this project. This Material procurement strategy by the PMC shall be based on PMC’s experience, material procurement lead time, infrastructure/warehouse availability for storage of materials across different locations and any other important factors.
- c) As major part of the Works contractor’s work will involve working in the open ROW, correct weather prediction/forecasting will be an important aspect in ensuring that the Macro and Micro work scheduling planned by the PMC with regards to coating refurbishment work is achieved, and project completed on time. Keeping this important aspect in view the PMC shall arrange for collecting Meteorological data from India Meteorological Department, Government of India or other such Govt agencies in advance. Owner shall reimburse the PMC the fees paid by it to these Government agencies on account of the Meteorological data, on submission of original money receipts. The owner shall also provide authorization letter or any other document required by the PMC for collecting the data.
- d) While establishing the Project Procurement & Contracting Strategy the PMC shall comply with the directions as stipulated in owner’s “Integrated Procedure/Manual for Procurement of Goods & Services” and other Notification / guidelines being issued by Ministry, Government of India, Central Vigilance Commission etc from time to time.
- e) To prepare and submit a detailed plan regarding total volume of work to be executed by the PMC under different heads (viz. number of work procedures, material specifications, RFQs, inspections etc.)

6.0 Front End Engineering Design

- a) Establish the appropriate Cathodic protection (CP) design for the entire stretch covering all pipelines in the 1157 Km long Right-of-way from Duliajan, Assam, India to Barauni, Bihar, India, so as to ensure continued safe and reliable operation of the pipeline system for another approx. 30 Years.
- b) While re-designing the complete CP system, the PMC shall verify efficacy of the existing Cathodic Protection System and take into account all aspects like multiple pipelines in common ROW with different coating systems, age, soil types, foreign structures, AC/DC interference. **The PMC shall have the design re-validated by a CP Expert (either through Third Party or PMC’s own) having a valid NACE Level- 4 Cathodic Protection Specialist certification.**

- c) As the “PIPELINE REHABILITATION PROJECT (PHASE-I)” does not include setting up of additional intermediate ICCP stations, so, In the event of the CP design recommending additional intermediate CP stations, the PMC’s scope w.r.t additional intermediate CP stations shall be limited to providing design/drawing/material specification and cost estimate for 2 typical ICCP stations, with solar and DG power, considering soil resistivity of (i) 25,000 ohm-cm and (ii) 1,00,000 ohm-cm. Implementation of these additional intermediate ICCP stations shall be outside the scope of this PMC. However, all other issues as per the CP design shall be within the scope of the “PIPELINE REHABILITATION PROJECT (PHASE-I)”.
- d) Establish suitable coating system for buried Block valves
- e) Establish suitable methodology for rectification/removal/mitigation of shorted cased crossings.

7.0 Permissions

- a) Reviews of approvals obtained by the owner from various external Authorities, and recommend others to be obtained.
- b) Consultant shall provide necessary technical assistance to Owner during the process of obtaining permissions from statutory and other Government departments like Forests, Wildlife Sanctuaries, Railway, NHAI, PWD, Defence establishments, etc. Interaction with locals/ villagers/ Gram Panchayats for obtaining necessary permissions (if any) during physical execution shall be the responsibility of Owner/ Works Contractors. However local issues arising during the execution of job by the Works Contractor (viz. damage to village roads/ crop damage outside RoW etc), shall be the responsibility of Works Contractor and PMC shall ensure that the job progress is not hampered.
- c) Provide technical support, data & drawings that are required to highlight design, specification and drawings to be submitted to the concerned authorities.

8.0 Cost Estimation

- a) Prepare cost estimate and submit to owner, including basis for cost estimate
- b) This cost estimate shall include all factors of major cost significance and shall be complete with necessary documentation to support the cost estimate.
- c) Preparation of accurate estimates in time (based on past data/ CPWD basis/ local state Schedule of Rate / Market rate Analysis) for procurement items and works is an important activity in Cost Estimation.
- d) Positive deviation beyond 10% of cost estimates and price difference of L1 bidder shall call for revisiting of the cost estimate, analysis and submit findings to Owner.

9.0 Work procedures, Specifications, Drawings & Standards

The PMC shall establish and submit to Owner, work procedures, SOPs, standards and codes in line with National/International standard for all major and critical activities, but not limited to the following:

- a) Establish all design basis document including relevant codes and standards.
- b) Establish all technical specifications data sheets, technical drawings, plot plans, typical drawing, Electrical and Cathodic design/drawings.
- c) Establish Specification /Work procedures / SOP for Pipeline location, trenching, coating removal, surface preparation, primer application, coating application and back filling for live buried petroleum pipeline.

- d) Establish Specification /Work procedures / SOP for excavation, coating removal, surface preparation, primer application, coating application for buried Block Valves.
- e) Establish Specification /Work procedures / SOP for special protection at hilly area, rocky area, marshy areas and at other places, as an additional safety measure, for protecting the pipeline for design life.
- f) Establish Specification /Work procedures / SOP for repair/replacement of defective IJs
- g) Establish Specification /Work procedures / SOP for defect repair of Pipeline
- h) Establish Specification /Work procedures / SOP for rectification/removal/mitigation of shorted cased crossings.
- i) Establish Specification /Work procedures / SOP for Pipeline location, trenching, coating removal, surface preparation, primer application, coating application for pipeline in uncased crossings across concrete/Asphalted/Village roads.
- j) Establish Work procedures for scrap disposal (old coating, debris, burnt welding rod etc) conforming to PCB norms.
- k) Establish Specification /Work procedures / SOP for all Cathodic protection works like Anode bed installations Pipeline cable connections & coating repair, TLP installation, Cable laying work etc.
- l) Establish a HSE Manual covering all the activities and addressing all relevant requirements for safe and reliable execution of the project in accordance with National and International standards.
- m) Any other item required in the interest of the proper completion of the project.

The above information shall not relieve the consultant of the obligation in completing the scope, which will form an Integral part of the RFQ document.

10.0 Material Specifications and Vendors

- a) Establish materials specifications for Pipeline Coating, Block valve Coating, Casing fillers, Insulating joints etc.
- b) Establish materials specification for Cables, Anodes, Calcined coke, CJBs, AJBs, TLPs, CPTRUs and other items of Cathodic protection System.
- c) Establish an approved vendor list for all major or critical items.
- d) Any other item required in the interest of the proper completion of the project.

11.0 Quality document

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

12.0 Procurement (Materials & Services)

The PMC will be responsible for preparing the Tender documents for material purchases and works required for completing the “PIPELINE REHABILITATION PROJECT (PHASE-I)”. The tender documents shall incorporate the standardized “General Conditions of Contract” and “Instruction to Bidders”. The tendering shall be done strictly as per OIL’s “Integrated Procedure/Manual for Procurement of Goods & Services” and Notification / guidelines being issued by Ministry, Government of India, Central Vigilance Commission etc from time to time. The envisaged activities include;

- (i) Establish philosophy for all activities.

- (ii) Establish scope and specification of Material Supply
- (iii) Establish scope of Work to be carried out by the Works contractor.
- (iv) Establish Materials management procedure to be followed by Works contractor.
- (v) Establish Schedule Of Rates (SOR/SOQ) which will be part of RFQ
- (vi) Establish General terms/Special terms and conditions, Data Sheet/Checklist, Forms and Formats for RFQ document as per National/International standards.
- (vii) Establish the complete comprehensive commercial document for RFQ
- (viii) Preparing and floating tender enquiries (in newspapers / OIL website, PMC website) as per the latest guide lines including formulation of Bid evaluation criteria.
- (ix) Issue ICB/ domestic enquiries to the bidders as the case may be.
- (x) Provide all clarification to vendors / bidders
- (xi) Attend pre-bid meetings and provide all clarifications & details/data
- (xii) Carry out techno- commercial evaluation of bids and prepare the purchase recommendation in-line with the Owner's procedures.
- (xiii) Consultant shall make efforts for getting maximum number of techno-commercial valid offers (at least 3) for all material purchases/ works to ensure proper competition. However, for exceptional cases where this is not possible, consultant will provide appropriate reasoning / justification for not ensuring the same.
- (xiv) Prepare a tendering status report
- (xv) Prepare draft Purchase Order/Work Order for issuance by the Owner
- (xvi) Prepare purchase status reports and Monitor procurement progress.
- (xvii) Approval of supplier Drawings / Engineering details/ Designs in time.
- (xviii) Assisting for timely and proper transportation and logistics.
- (xix) Master Vendor List.: A master vendor list is to be prepared for supply of all material and for contracts. This list shall be based on consultant's experience with Domestic and International vendors. Efforts will be made to include as many Domestic vendors as possible. Vendors on holiday list of OIL's/ Consultant during tendering shall not be considered.
- (xx) PMC shall obtain from the vendors/suppliers, the best possible warranties and guarantees covering workmanship and materials for the benefit of the owner and will take all steps to ensure that such warranties and guarantees are enforced. (Same shall be within the framework of the Owner's C&P procedure). The PMC shall be completely responsible for all warranties / guarantees related to the design being done by them.
- (xxi) The PMC shall manage and conduct the purchase of materials and services. Consultant shall be responsible for issuing enquiries to those vendors on approved vendor lists, expediting receipt of quotations, evaluating the bids and submitting recommendations to the Owner for approval.
- (xxii) Press Advertisement fee expenses would be to Owner's account. Proceeds of tender fees shall be forwarded to the Owner by the PMC.
- (xxiii) Consultant shall prepare MR in such way that surplus generation is bare minimum.
- (xxiv) PMC shall forward the bills to the Owner, duly verified and certified for payment, within the stipulated time from the date of receipt.
- (xxv) Any other item to make the RFQ complete

Details of RFQ to be discussed with Owner for approval, PMC shall deliver all the technical specifications, designs to fulfill the Works contract requirements.

13.0 Material Inspection and Expediting

- (i) The PMC should expedite submission of required drawings, QAP, procedures by vendors in order to expedite the procurement of materials and timely delivery to site.
- (ii) Granting approval to all drawings / documents submitted by vendor within 2 (Two) weeks of the submission of document by vendor / contractor.
- (iii) Establish vendor's delivery schedules.
- (iv) Expedite vendor's for timely action.
- (v) Qualify and approve vendor's procedures in-time.
- (vi) Carryout Material identification and marking.
- (vii) Carryout inspection of all items directly Purchased by PMC /Owner. Carry out Inspection of bought out items of Works contractor supply, as specified elsewhere in the tender.
- (viii) All charges for domestic inspections / expediting is in the scope of the PMC
- (ix) Ensure that items procured by Works contractors are acceptable as per PO specifications and standards.
- (x) Carryout inspection of the items procured through the Works contractors by professionals of concerned discipline/system from consultant's manpower
- (xi) Expediting the deliveries of materials
- (xii) Prepare periodic inspection and expediting reports.
- (xiii) The following shall be applicable for Inspection / tour outside India subject to approval of the Owner:
 - a) Return air fare in economy class, Visa fees, Medical Insurance shall be reimbursed at actual against submission of original money receipts.
 - b) Expenses in connection with Lodging & Boarding, local conveyance and Airport Transfers shall be reimbursed at actual against submission of original money receipts, subject to a maximum as per Owner's Standard Policy with respect to Foreign Tour.
 - c) No other payment shall be paid and all other expenses shall be deemed to have been included in the quoted price.
 - d) For the Owner, PMC is wholly and fully responsible for all inspection for which PMC shall issue necessary certificates.
- (xiv) For Tour within India, no amount is payable separately by the Owner under any heads and shall be included in the PMC quoted price only.
- (xv) PMC shall certify the Factory Acceptance Tests (FAT) of various procurement items. PMC shall witness & certify in the presence of vendor. The Owner may depute its representative along with PMC personnel.
- (xvi) All activities pertaining to Inspection at vendors & contractors works shall be the complete responsibility of the PMC. PMC is required to issue final "Inspection Release Note".
- (xvii) The Inspection and test plans (ITP) for material shall be developed by the PMC and get it approved by the Owner.

14.0 Construction**14.1 Construction Management**

- (i) Review contractor's resources and schedules
- (ii) Ensure adherence to established work procedures/specification
- (iii) PMC shall ensure commissioning of the CP Works as per design.

- (iv) Prepare and implement all necessary procedures to ensure compliance to HSE norms for safety of personnel working in field activities / field inspection / testing. Also ensure that all precautions and safety measures required to be adopted while working on live hydrocarbon pipelines are fully adhered to.
- (v) Ensure all personnel working in the live pipeline are fully aware of the various safety hazards.
- (vi) Prepare a Risk Management plan for the project along with the detailed Risk Analysis (Qualitative as well as Quantitative) and integrate the same with Owner's existing Disaster Management Plan.
- (vii) Carryout supervision activities based on the established work procedures.
- (viii) Inspect & supervise the work as per established Quality Assurance Plan and check conformity as per the established Quality Control standard. PMC shall certify the same through formats.
- (ix) Carryout progress measurement, scrutiny, works certification of contractor's bills for payments. PMC shall forward duly certified bills to OIL for payment without undue delay.
- (x) Review and certify as built drawings to be prepared by respective Work Contractors.
- (xi) Requirement of Deviations, extra items/ work, time extension if any, of the Works contractors shall be analyzed and the recommendations shall be forwarded to Owner for approval.
- (xii) Process recoveries from Works Contractor(s) for issue of Owners materials, hire charges, rents and taxes etc. as per provision of the contracts.
- (xiii) Initiate action for arranging services of vendor's specialists if required during the execution of the Works Contract.
- (xiv) Consultant shall be responsible for resolution and submission of recommendations with analysis on extra claims / disputes / arbitration cases raised by the contractors/ vendors. Final acceptance/settlement shall be taken care of by Owner.

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

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

- (xv) For any rectification works during Defect Liability Period (12 Months from the date of completion of the project) of any Works contractor(s) / purchase(s), PMC shall extend their supervisory / technical assistance at no extra cost.
- (xvi) All Boarding, lodging, transportation, Resident/Site/camp office, office infrastructure, required by the PMC for execution of the job shall be to PMC's account. However, Owner shall make all endeavors to provide vacant quarters in Pump Stations to the PMC at nominal charges.
- (xvii) Resident Construction Manager (RCM) shall be responsible for all the activities related to work at site including assistance to Owner for liaison with local authorities.

14.2 Materials Management

- (i) In case the procurement and contracting strategy prepared by the PMC (Clause 5 of Sub Section II, PART-III) recommends material procurement by Owner:-
 - a) PMC shall identify the locations where the stores are to be created/ hired and have the same arranged through third party/ Works contractor(s).

- b) Material transportation: Assistance for arranging of contractors for various related services such as those required for receiving, movement, handling and transportation of materials.
 - c) PMC may engage a store keeper through third party/ Works contractor(s) to maintain the stores and materials kept therein. PMC shall however be responsible for monitoring the store condition and movement of inventory (receipt, issue, re conciliation etc.).
 - d) Inspect incoming materials and certify their invoices for payment.
 - e) Inspect the condition of goods received and issue a report.
 - f) Issue Owner's material to Works contractors for construction.
 - g) Maintain a record and submit report every 15 days, indicating the stock in store, material in transit, material issued for works and balance material to be received as per PO's issued.
- (ii) In case the procurement and contracting strategy prepared by the PMC (Clause 5 of Sub Section II, PART-III) recommends material procurement as part of Works Contract:
- a) PMC shall expedite creation/ hiring of stores by the Works contractor for proper storage of material and timely completion of project.
 - b) Inspect incoming materials and certify their invoices for payment.
 - c) Inspect the condition of goods received and issue a report.
 - d) Submit a report every 30 days, indicating the stock available, material in transit, and balance material to be received as per PO's issued.
 - e) Receive unused material returned by the contractors and hand over the same to the owner along with their Inspection Certificates and documents.

15.0 Project Management and Control

15.1 Planning and scheduling

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

This shall include the preparation and submission of:

a.	Work Breakdown Structure(WBS) incorporating
i.	Assist Owner in Permissions required for project execution
ii.	Design FEED
iii.	Tendering
iv.	Ordering
v.	Material procurement
vi.	Inspection & Expediting
vii.	Delivery
viii.	Construction Work
ix.	Project close out
b.	Project Network Diagrams
c.	Project Activity List, Milestones incorporating the Early Start, Early Finish, Late, Late Start & Late Finish Dates, Total Float, Free Float against each activity

15.2 Management of Project

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

- (i) Prepare and submit project organization chart to Owner.
- (ii) Establish Communication Procedures in Concurrence with the Owner
- (iii) Establish Procedures for various activities to be performed for various activities like Tendering, Ordering, Manufacturing, Inspection, Delivery.
- (iv) Define “Scope of Work” for various groups.
- (v) PMC shall attend Monthly Project Meetings with the Owner at Guwahati.
- (vi) PMC shall participate in the Project Review meetings organized by Owner’s management at Project/ Corporate/ Site offices of Owner and also at Vendor’s/ Contractor’s offices (in India) from time to time for expeditious completion of the project within the quoted price.
- (vii) Project Manager shall attend Quarterly Project Progress/Review Meetings organized by Owner’s management at Project/ Corporate/ Site offices of Owner.
- (viii) Surveillance on the entire project related activities.
- (ix) Coordination with vendors/contractors relating to the procurement of items and execution of the work.
- (x) Provide timely inputs in terms of materials and drawings to the contractors for carrying out their activities.
- (xi) PMC shall regularly monitor compliance of all Acts and regulations (viz. Factories Act, Mines Act, Minimum Wages Act, Workmen's Compensation Act, Payment of Wages Act, Payment of Bonus Act, Contract Labour Act, EPS, EPF, Workmen Insurance, Labour Clearance etc.) by the Works Contractors
- (xii) Provide assistance in settling all commercial issues with all the vendors/ contractors till a period of 12 (Twelve) months after the completion of the project.
- (xiii) Based on requirement the PMC shall attend meetings with the Owner within the shortest possible time wherein appropriate level of person shall be deployed

15.3 Project Monitoring and Control

- (i) Prepare monthly progress reports for the project and provide all assistance to the Owner for preparing-MIS reports required by the Owner for submission to concerned authorities / Ministry Monitoring cell. Submission of all documents, reports, presentations, queries from Ministry needs to be prepared and submitted on time. As a minimum the following information shall be available in the monthly report
 - a) Project status report
 - b) Progress on Procurement
 - c) Progress on Construction work
 - d) Details of Costing
 - e) Status of Quality reporting
 - f) HSE report
 - g) Status of pending activities along with action plan (Frequency of reporting to be weekly)
 - h) Attendance of PMC’s Manpower routed through Owner’s Engineer in Charge and certified by Resident Construction Manager.

- (ii) Arrange for a DPR- Daily Progress Report & WPR-Weekly Progress Report from Resident Engineer/Site office(s) regarding cumulative progress of trenching/surface finishing/coating application/backfilling/consumption of coating material.
- (iii) Preparation of a look-ahead model/ catch-up plan for the project from time to time and ensure mobilization of adequate resources.
- (iv) Highlight pitfalls, if any, caused by the Vendors/ Contractors / any agency hindering execution of the project,
- (v) Monitoring of Works contractor's logistics for material delivery & Storage, coating etc. and ensure mobilization of additional resources by Works without any cost implication to make-up for any slippage.
- (vi) PMC shall also prepare the month wise cash flow statement along with cash flow forecasts as per payments schedule to be finalized with the Works contractor.
- (vii) Establish cost planning and control system, which is to be submitted to owner for approval.
- (viii) Prepare project close out report, including performance report of vendors/ contractors.
- (ix) Apart from the above deliverables of PMC, PMC shall be required to submit other documents in the form of reports, as deemed necessary for successful and timely project implementation.
- (x) Identifying the root causes of the problems/ shortcomings encountered in material delivery and Construction activities.
- (xi) PMC shall ensure that all defects and deficiencies in workmanship found during the course of work by the Works contractors shall be rectified by the contractors.
- (xii) Establish a "Check List" and Review all contractual points before taking over from Works Contractor.

16.0 Review and Approvals by OWNER

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

Sl	Document	Review/Approve
i.	Project Procurement and Contracting Strategy	Review
ii.	PMC Organogram for project office and Construction activities.	Approve
iii.	Front End Engineering Design	Review
iv.	Cost Estimation	Approve
v.	Work procedures, Specifications, Drawings & Standards	Review
vi.	Major or critical Material Specifications	Review
vii.	Quality document	Review
viii.	Request for Quotation (RFQ) Document	Approve
ix.	Vendor List	Review

17.0 Design Standards

The following design standards shall be used as a minimum in the scope of work

- (i) International Standards:
ANSI, ASME, ASTM, API, NACE, AWWA, SA, ISO

- (ii) Indian Standards:
Oil Industry Safety Directorate (OISD)- OISD STD 105, 141 , 188, 192, other IS standards

18.0 Project Documentation

- (i) Daily/Weekly/Monthly Progress report
- (ii) All documents requiring owners review/comment/approval – 3 Sets
- (iii) Abstract of Request for Quotation (RFQ) in soft copy for uploading in Owner's website
- (iv) Request for Quotation (RFQ) document – 3 Sets

19.0 Project Completion/Closeout

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

- (i) Follow up with vendors and contractors for as-built drawings/ documents in required editable soft and hardcopies, review/approve the same and forward to Owner.
- (ii) Submission of all project related documents to Owner for future reference and records as per standard international practice.
- (iii) **Submission of final documents** in required soft and hardcopies format shall be under the following heads (10 Sets):
 - a) As built drawings
 - b) All Construction documents like field reports, QC, RT, UT
 - c) Chainage wise details showing type of coating applied
 - d) Chainage wise Block Valve coating details
 - e) Chainage wise details of Pipeline repair
 - f) Chainage wise details of casing repair/removal/mitigation
 - g) Chainage wise details of Type of TLP installed
 - h) CP commissioning report with as built drawings
 - i) CP Survey reports
 - j) Project Closeout Report incorporating the following
 - Project brief
 - Chronology of Approvals
 - PMC Head Office & Site Office Organogram
 - Names of PMC Personnel working for the project along with all contact details.
 - Pipeline Spread details, with details of Works contractor
 - WBS element wise "S" Curve and Overall physical progress curve
 - List of key milestones and date of actual achievement.
 - List of POs/ WO's including vendors / contractors name and contact detail.
 - Lesson learnt: Report on problems faced during the project execution and mitigation measures taken for future reference.
 - Submission of all evaluation sheets of performance for all vendors and contracts in line with established procedures on whom orders were placed.
 - Construction Photographs and videos with time stamp

20.0 Time Schedule of PMC

The PMC shall ensure that the "PIPELINE REHABILITATION PROJECT (PHASE-I)" shall be completed within the stipulated time frame. The PMC would prepare detailed activity schedule for the project in

consultation with the Owner at the beginning/during kick-off meeting. All efforts should be made to meet all the intermediate schedule and milestones.

Time is the essence of contract. No delay on account of any reasons on the part of the PMC / Contractors engaged for work packages / delivery of material shall be accepted. PMC shall ensure makeup plan in place for achieving the scheduled completion. PMC is required to plan and put manpower and resources accordingly.

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

The time frame for the major activities shall be as under

SI	Activity (Start)	Activity (End)	Time frame	Remarks
(i)	Issue of LOA to PMC	Submission of recommendation of awards by PMC	7 Months	Excl a total of 1 month for owner's review/approval of various documents/ data submitted by PMC
(II)	OIL's Internal approval process for awarding LOA to Works Contractor		--	2 Months
(ii)	Issue of LOA to Works contractor	Project Close out	3 Years	

21.0 Exclusion from Consultant's Scope

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

- (i) Acquisition of land
- (ii) Project insurance shall be taken by Owner, however, assistance in lodging of insurance claims and realization of the same shall be done by PMC.
- (iii) Press Advertisement fee expenses would be to Owner's account. Proceeds of tender fees shall be forwarded to the Owner by the PMC
- (iv) Statutory clearances (however extending support is the responsibility of PMC)

22.0 Addition, Reduction in scope and Re-Tendering

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

23.0 Other Conditions:

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

CONSULTANT MANPOWER

1.0 PMC shall deploy required number of qualified and experienced personnel e.g. professional engineers, subordinate engineering personnel, construction supervisors, inspection engineers and other specialists of appropriate levels to ensure:

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

2.0 PMC shall submit the following for approval of the Owner after award of LOA

- Organogram at Project HO & Site
- Manning schedule

3.0 The Project Manager (PM) has to be engaged for the entire duration of this project.

4.0 The consultant shall mandatory submit the following

- a) Along with the bid document: Bio-Data with qualification and experience in key areas for Project Manager, Planning Manager, Design Manager, Contracts Manager, Finance Manager and Resident Construction Manager. These key personnel shall be on permanent Payroll of the company since last 3 (Three years).

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

- b) Prior to Issue of LOA to Works contractor: Bio-Data with qualification and experience for all personnel under Resident Construction Manager shall be submitted to Owner for review and approval prior to their deployment.

5.0 The PMC shall be required to depute qualified and experienced manpower for the execution of the project. PMC shall ensure that the complete manpower whose names have been proposed to be engaged for the project execution is not changed during project execution. In case of any change in deployment, the PMC shall submit bio data of the substitute manpower proposed and take Owner's approval. The various categories of manpower with Qualification and experience required to be engaged for the project are detailed as under:

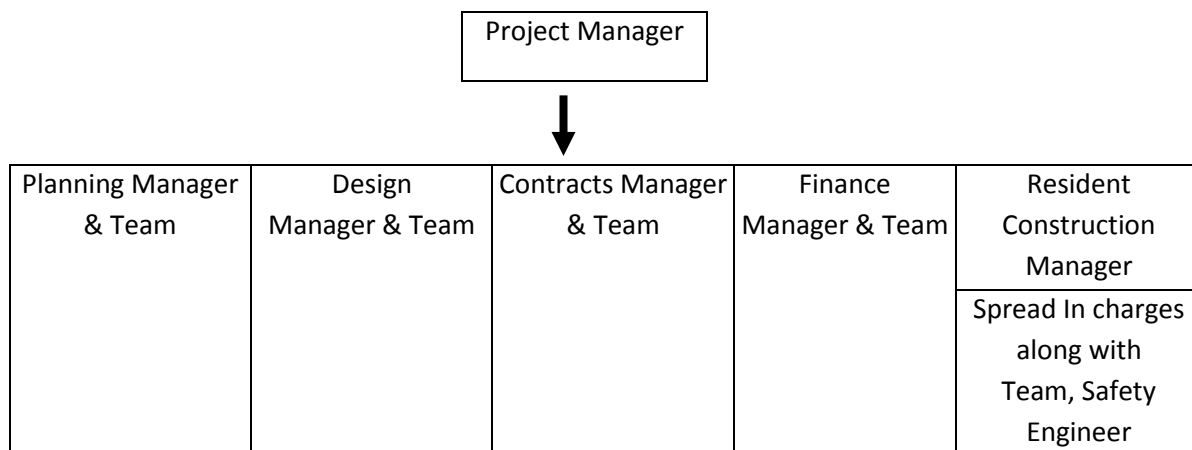
Qualification and Experience

Sl. No	Type	Qualification & Knowledge	Experience
1.	Project Manager	Degree in any Engineering. Knowledge of Project Management, Contracts Management, Codes and Standards pertaining to hydrocarbon industry, pipelines. Industry accepted Best Practices in executing pipeline projects, Government Guidelines.	Overall Experience: At least 15 years of experience in executing projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc. Mandatory Experience: Out of the 15 years of experience, at least 8 years of experience must be in senior position in execution of hydrocarbon pipeline projects.
2.	Contracts Manager (C&P)	Degree in any discipline. Knowledge of Procurement & Contracts for goods related to hydrocarbon industry, pipelines. Knowledge of regulations, notifications, acts pertaining to procurement of goods, works contract, local tax structure, store management etc.	Overall Experience: At least 8 years of experience in executing projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc. Mandatory Experience: Out of the 8 years of experience, at least 4 years of experience shall be in execution of hydrocarbon pipeline projects.
3.	Planning Engineer	Degree in any Engineering Knowledge of Planning & Scheduling for projects related to hydrocarbon industry, pipelines. Familiar with latest software in planning. Knowledge of various activities related to execution of pipeline projects	Overall Experience: At least 7 years of experience in executing projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc. Mandatory Experience: Out of the 7 years of experience, at least 5 years of experience shall be in execution of hydrocarbon pipeline projects.
4.	Design Manager	Degree in any discipline of Engineering. Knowledge of Cathodic Protection, standards & codes required for coatings, design of pipeline projects. Knowledge of coating materials used in pipeline projects.	Overall Experience: At least 12 years of experience in executing projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc. Mandatory Experience: Out of the 12 years of experience, at least 6 years of experience must be in senior position in design of Hydrocarbon pipeline projects.

5.	Finance Manager	Graduate in Commerce / ICWA / CA / MBA in Finance. Knowledge of act / rules / regulations/ notifications pertaining to Financial Management i.e. taxes & duties. Knowledge of tax / duty structure for indigenous & imported procurement.	Overall Experience: 10 years of relevant experience
6.	Resident Construction Manager	Degree in Engineering in any Discipline. Knowledge of Project Management, Construction Management, handling of contracts, Codes and Standards pertaining to construction of pipelines, Industry accepted Best Practices in executing pipeline projects.	Overall Experience: At least 12 years of experience in executing projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc. Mandatory Experience: Out of the 12 years of experience, at least 6 years of experience shall be in works related to construction of hydrocarbon pipeline projects.
7.	Safety Engineer	Degree in Engineering in any Discipline. Knowledge of safety standards, Acts & Regulations, Best Industrial practices in HSE and safety aspects considered for construction of oil & gas pipeline projects. Certification course in Industrial Engineering is preferred.	Overall Experience: At least 5 years of experience in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc.
8.	Spread In-charge	Degree in Engineering in any Discipline. Knowledge of standards & codes required for coatings and types of coating materials used in pipeline projects.	Overall Experience: At least 7 years of experience in execution of projects in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc. Mandatory Experience: Out of the 7 years of experience, at least 4 years of experience must be in works related to pipeline construction.

9.	Site Engineer, Site Supervisor	Degree or Diploma in any Discipline Knowledge of codes/ standards/ safety aspects considered for construction of oil & gas pipeline projects.	Overall Experience: At least 5 years of experience in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc. Mandatory Experience: Out of the 5 years of experience, at least 2 years of experience must be in works related to pipeline.
10.	Inspection Engineer	Degree or Diploma in any Discipline Should have valid NACE Coating Inspector Level -1/2 or SSPC Protective Coating Inspector Level -1/2 certification	Overall Experience: At least 5 years of experience in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc. Mandatory Experience: Out of the 5 years of experience, at least 2 years of experience must be in works related to pipeline.
11.	Cathodic Engineer	Degree in Engineering in any Discipline. Knowledge of Cathodic Protection work in pipeline projects.	Overall Experience: At least 7 years of experience in Cathodic Protection works in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc. Mandatory Experience: Out of the 7 years of experience, at least 4 years of experience must be in Cathodic works related to pipeline.
12.	Mechanical Engineer	Degree in Mechanical Engineering Knowledge of codes/ standards/ safety aspects considered for construction of oil & gas pipeline projects.	Overall Experience: At least 5 years of experience in Hydrocarbon Industry i.e. Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc. Mandatory Experience: Out of the 5 years of experience, at least 2 years of experience must be in works related to pipeline.

6.0 An recommended structure for PMC's manpower is as under:



7.0 Construction Manpower: For the Pipeline Construction Activities the recommended structure of Construction manpower to be deployed by the PMC under RCM for optimal work output is as under:

(i) Pipeline refurbishment Works including recoating Block Valves

A typical deployment of manpower by PMC for a Spread considering two openings is as follows:

Sl. No.	Type of Activity	Manpower Category	Manpower for two openings
1	Trenching, Excavation & Backfilling	Site Engineer	2 Nos
2	Coating job & Pipe repair supervisor	Site Engineer	1 No*
3	Coating job Inspection and Certification	Inspection Engineer	1 No*
Sub Total			4 Nos

Note: * The Site Engineer and Inspection Engineer shall be periodically interchanged (approx. every 2 days) in between the two openings such that one person is always present at an opening for ensuring proper application of coating. Work Quality certification shall be by Inspection Engineer.

This is a typical recommended optimal manpower requirement for a spread with two openings for coating refurbishment works. For more than two openings/spread say "X" number of openings /spread and say "Y" number of Spreads, then the manpower to be engaged by the PMC is as follows:

Number of Spreads	No of Openings/Spread	Manpower per Spread	Total Manpower under RCM
Y	X	$2*X + 1$	$(2*X + 1)*Y$

Here one Spread-in-Charge shall coordinate with all the activities in his openings and shall report to the Resident Construction Manager.

(ii) Cathodic Protection Works, Repair/Replacement of Cased crossings & Insulating Joints

The typical deployment of manpower by PMC shall be as follows:

Sl. No.	Type of Activity	Manpower Category	Manpower
1	Revamping of ICCP stations	Cathodic Engineer	2 Nos
2	Cased Crossings & Insulating Joints	Mechanical Engineer	1 No
3	Supervisor for field work	Site Supervisor	1 No
Sub Total			4 Nos

The above team shall report to the Resident Construction Manager

(iii) Safety Engineer

Consultant shall deploy 1 (One) safety engineer exclusively for the project.

(iv) Based on above, the Construction Manpower required to be deployed under Resident Construction Manager by the PMC is

$$\{ (2 \times X + 1) \times Y + 4 + 1 \} = 2 \times X \times Y + Y + 5$$

Y = No of Spreads (recommended minimum 3 spreads)

X = No of Openings per Spread (recommended minimum 6 openings)

This PMC's Manpower deployment strength shall be achieved no later than 4 months from the date of issue of LOA to the respective Works contractor(s) or 3 months from the start of work by Works contractor(s) whichever is earlier.

The above is excluding support staff required for carrying out office & miscellaneous jobs.

- (v) The RCM shall be required to be deployed from the date of award of LOA to Works contractor till closure of the construction contracts. PMC shall ensure optimum utilization of the deployed manpower such that no person is idle. In order to expedite progress, within same scope of work, PMC may be required to augment with more manpower without any additional financial implications to Owner. PMC's deployment of manpower shall be reviewed during Quarterly Project Progress Meeting.
- (vi) Substituting of PMC personnel (if any) with other PMC personnel will be done with either same level & experience or higher level & experience.
- (vii) Recoveries: Recoveries on account of non-availability of the Construction Manpower (including RCM), as per clause 7.0 of Sub-Section 3 of PART III, for cumulative absence of more than 10 days in a calendar year, would be as mentioned in the following table.

Sl. No	Manpower Category	Recovery per day / person
1	Resident Construction Manager	Rs 10,000 /-
2	Cathodic Engineer	Rs 5,000 /-
3	Safety Engineer	Rs 5,000 /-
4	Inspection Engineer / Mechanical Engineer	Rs 4,200 /-
5	Site Engineer/ Site Supervisor	Rs 3,800 /-

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

HEALTH, SAFETY, ENVIRONMENTAL REQUIREMENTS

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

The specific requirement includes the following:

1.0 Project Safety Review

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

2.0 Environmental Impact Assessment (EIA) and Group Risk Assessment (GRA)

PMC shall conduct EIA study and ensure that all recommendations resulting from the EIA/GRA studies, on approval by owner, are incorporated in the tender documents for its implementation by contractors. PMC shall provide scrap disposal management system in line with CPCB norms and ensure strict compliance by contractor/sub-contractor. The purpose of this is to prevent any accidents, incidents or events that could result in degradation/deterioration of the environment.

3.0 Health, Site Safety and Security

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

The purpose of these safety requirements shall be to prevent any accidents, incidents or events that could result in injury or fatality to personnel and/or damage or destruction to property, equipment and material of contractors, subcontractors or PMC, owner or third parties. The requirements shall be intended to supplement any Statutory Authority/State/Municipal/local or other regulations applicable to the site, which PMC shall be obliged to enforce on behalf of Owner. PMC shall agree with Owner's representative at site for any variation in these requirements. PMC shall monitor reports and ensure that the above requirements are fully adhered.

4.0 Site Safety Organization

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

these inspections shall be promptly corrected. Safety requirements shall be enforced on all the contractors and subcontractors.

5.0 Site Safety Planning

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

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

6.0 Site Safety Manual

Prior to start of work at each job site, PMC shall ensure publication and distribution of safety manual, safety bulletin, Dos & Don'ts about Safety through site contractor to cover safety activities. The manual shall be published in English, Hindi and local language. PMC shall suggest and ensure installation of Safety board at appropriate places at site. The matter for safety slogans for display shall also be suggested by PMC.

The contents of the safety manual shall include, as a minimum the following:

- (i) Owner's & PMC's safety organization, philosophy and responsibilities.
- (ii) Owner's & PMC's safety requirement
- (iii) The general safety rules applicable to the job site
- (iv) Safety precautions and safety measures which are required when working with high pressure live hydrocarbon pipelines
- (v) The requirements and availability personal equipment for specific activities at job site.
- (vi) Traffic regulations at the work sites
- (vii) Requirements and standards for use of scaffolding/ladders
- (viii) Safety precautions and safety measures which are required when working in pipeline trench
- (ix) Requirements for grounding electrical equipment and tools
- (x) Type, availability and responsibility for use of firefighting equipment;
- (xi) Work permit procedures
- (xii) Procedures to be followed when an accident, injury or fire occurs;
- (xiii) Procedure to be followed by entire contractor's organization should major accident occur;
- (xiv) Control access to site

7.0 Preparation of Emergency Action Plan

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

8.0 Safety Activities

PMC shall ensure that contractors / subcontractors carry out their activities in accordance with the safety plan throughout the course of the construction of the project to inculcate and maintain safety awareness among their employees. Each employee, prior to beginning work, shall be given a safety orientation course. PMC shall be responsible for arranging and providing such trainings and ensuring consistency of knowledge and understanding across all work groups. All personnel must be fully aware of the potential hazards involved in the work they supervise and the safe practices to be followed while working on high pressure live hydrocarbon pipelines. PMC will be responsible for execution of works by following all safety measures and ensure no deviation is taken in adopting safety standards, at any cost during construction

9.0 Accident Reporting and Investigation

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

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

-----End of SCC-----

PAYMENT TERMS**1.0 Terms and Mode of Payment**

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

Payments shall be made based on Progress as per Payment Milestones, as per the % amount of lump sum value quoted by the PMC for item no 1 of SOQ-1.

- i) In case any milestone is not applicable, or milestones are clubbed, Payment would be effected with suitable clubbing / substitution with the approval of Owner.
- ii) In case any milestone is not achieved, payment for the same shall not be made.

PAYMENT MILESTONES

Sl.	Description	% Payment	% Cumulative Payment
A	Design & Strategy	1.25	
1	Submission & acceptance of final Procurement & Contracting Strategy	0.50	0.50
2	Submission & acceptance of Final Design Basis document	0.50	1.00
3	Submission of all requisite documents/ drawings required for statutory clearances/ Permissions during the whole progress of the job till project closure.	0.25	1.25
B	Planning & Scheduling	0.40	
4	Submission & acceptance of Final project plans and schedule with WBS structure & review	0.20	1.45
5	Finalization and Submission of List of Milestones for Monitoring	0.10	1.55
6	Submission & acceptance of Final Organogram for Project Office & Construction site along with deployment of manpower	0.10	1.65

C	Tendering	6.85	
7	Submission of Cost Estimate for approval	1.00	2.65
8	Submission and Acceptance of Final Work procedures, Material Specifications, QAP, Vendor list.	0.80	3.45
9	Finalization of Tender Document/ RFQ for Materials.	0.80	4.15
10	Finalization of Tender Document/ RFQ for Coating Works.	0.80	4.95
11	Finalization of Tender Document/ RFQ for CP System.	0.40	5.45
12	Finalization of Tender Document/ RFQ for any other composite works as required.	0.40	5.85
13	Issue & Publication of NIT for Procurement of Materials	0.50	6.35
14	Issue & Publication of NIT for coating works	0.25	6.60
15	Issue & Publication of NIT for CP System	0.25	6.85
16	Issue & Publication of NIT for any other composite works as required.	0.25	7.10
17	Finalisation and submission of techno-commercial evaluation of bids for procurement of Materials	0.50	7.60
18	Finalisation and submission of techno-commercial evaluation of bids for coating works	0.40	8.00
19	Finalisation and submission of techno-commercial evaluation of bids for CP system	0.25	8.25
20	Finalisation and submission of techno-commercial evaluation of bids for any other composite works required	0.25	8.50

D	Ordering	1.00	
21	Submission of Award/ Order Placement recommendations for Material Procurement	0.20	8.70
22	Submission of Award/ Order Placement recommendations for Coating Works	0.20	8.90
23	Submission of Award/ Order Placement recommendations for CP System	0.20	9.10
24	Submission of Award/ Order Placement recommendations for other Composite Works as required	0.20	9.30
25	Submission of Draft for LOA, & Order for Materials and services	0.20	9.50
E	Construction	83.00	
26	Completion of all Material Inspections including submission of Inspection reports	1.00	10.50
27	Complete Mobilization of Consultant Manpower at Sites as per requirement & Submission of Organogram	1.50	12.00
	Coating Works of 575 Km of Pipeline		
28	Coating refurbishment work including pipeline reinforcement work and Repair/Replacement of IJs. (Progressive Payment as certified by OIL)	70.00	82.00
	Recoating of all Block Valves		
29	Recoating of block valves (Progressive Payment as certified by OIL)	3.00	85.00
	Repair/ Removal / Mitigation of Cased crossings		
30	Repair/ Removal / Mitigation of Cased crossings (Progressive Payment as certified by OIL)	3.50	88.50
	Revamping of existing CP system		
31	Revamping of existing CP systems as per design (Progressive Payment as certified by OIL)	4.00	92.50
F	Project-Close out	7.50	
32	Project Closeout and submission of project Closure Report and all other documentations as required	7.50	100.00
Total		100.00	

1.0 OWNER’S DATA

Owner will provide the following information/data

Available Pipeline data

- (i) GIS data of the pipeline ROW showing the different pipelines lodged in the ROW along with their GPS Co-ordinates, land features, satellite imagery with ROW superimposed on it.
- (ii) Pipeline data indicating designed MAOP, throughput, API grade/class, diameter, pipe thickness, type of coating, coating thickness.
- (iii) Age of pipeline [section wise]
- (iv) Pipeline data showing chainages of Valves, cased crossings, submerged crossings, suspended river crossings, Pump stations, Pigging stations, pipeline elevation profile.
- (v) Leak History along with metallurgy report
- (vi) IP survey report
- (vii) Details of repair work carried out based on IPS survey recommendations.
- (viii) Record of replacement of pipeline segment
- (ix) Any other available data/document as requested by the PMC

Available Cathodic Protection historical data of pipelines in the common ROW from Duliajan – Barauni.

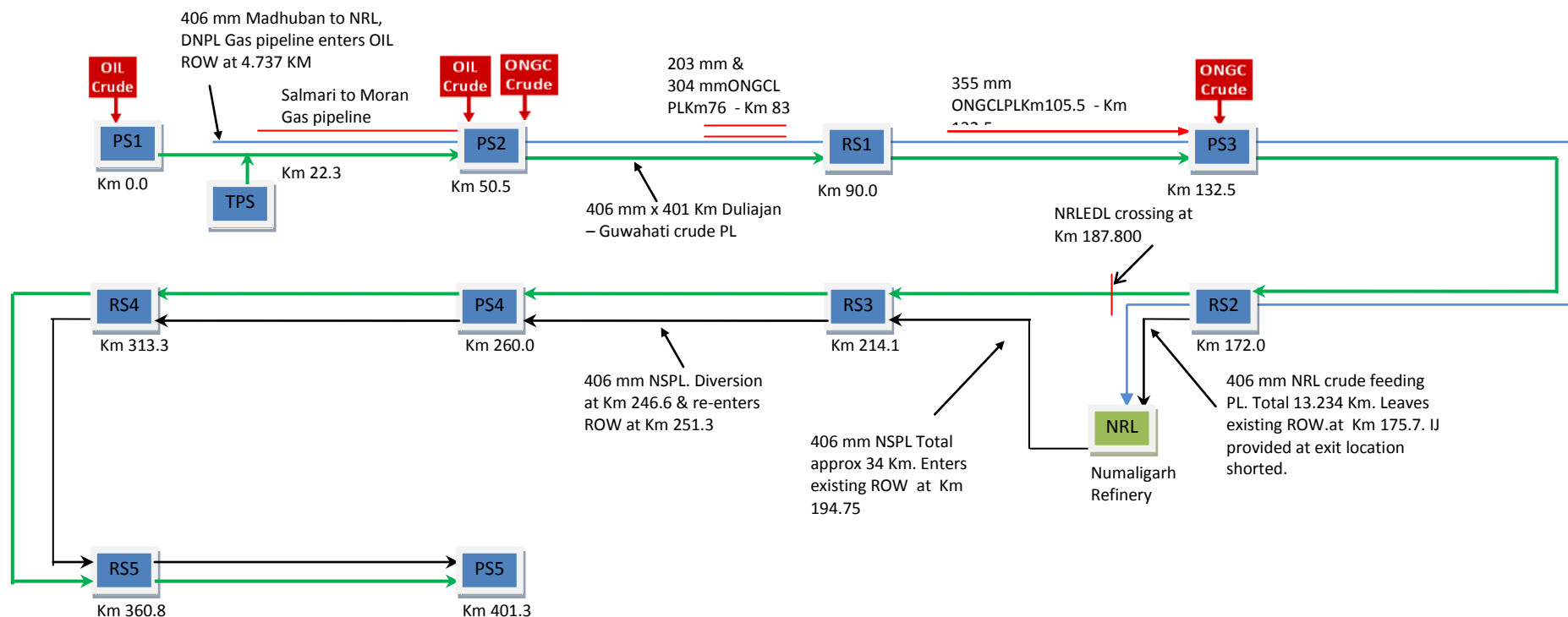
- (i) Soil Resistivity data and soil chemical analysis of ROW
- (ii) Current Attenuation Test data
- (iii) Natural PSP data of pipeline and fittings
- (iv) ON/OFF PSP data of pipeline and fittings
- (v) CIPS data
- (vi) Coating Resistance data
- (vii) Current requirement data of pipelines
- (viii) Shorted cased crossing data
- (ix) Shorted Insulation flanges data
- (x) List of CP stations & Anode bed details
- (xi) CPTRU voltage and current at ICCP stations
- (xii) Drainage point PSP at ICCP stations
- (xiii) Any other available data/document as requested by the PMC

TABLE-1**APPROXIMATE DISTRIBUTION OF 575 KM PIPELINE STATE WISE**

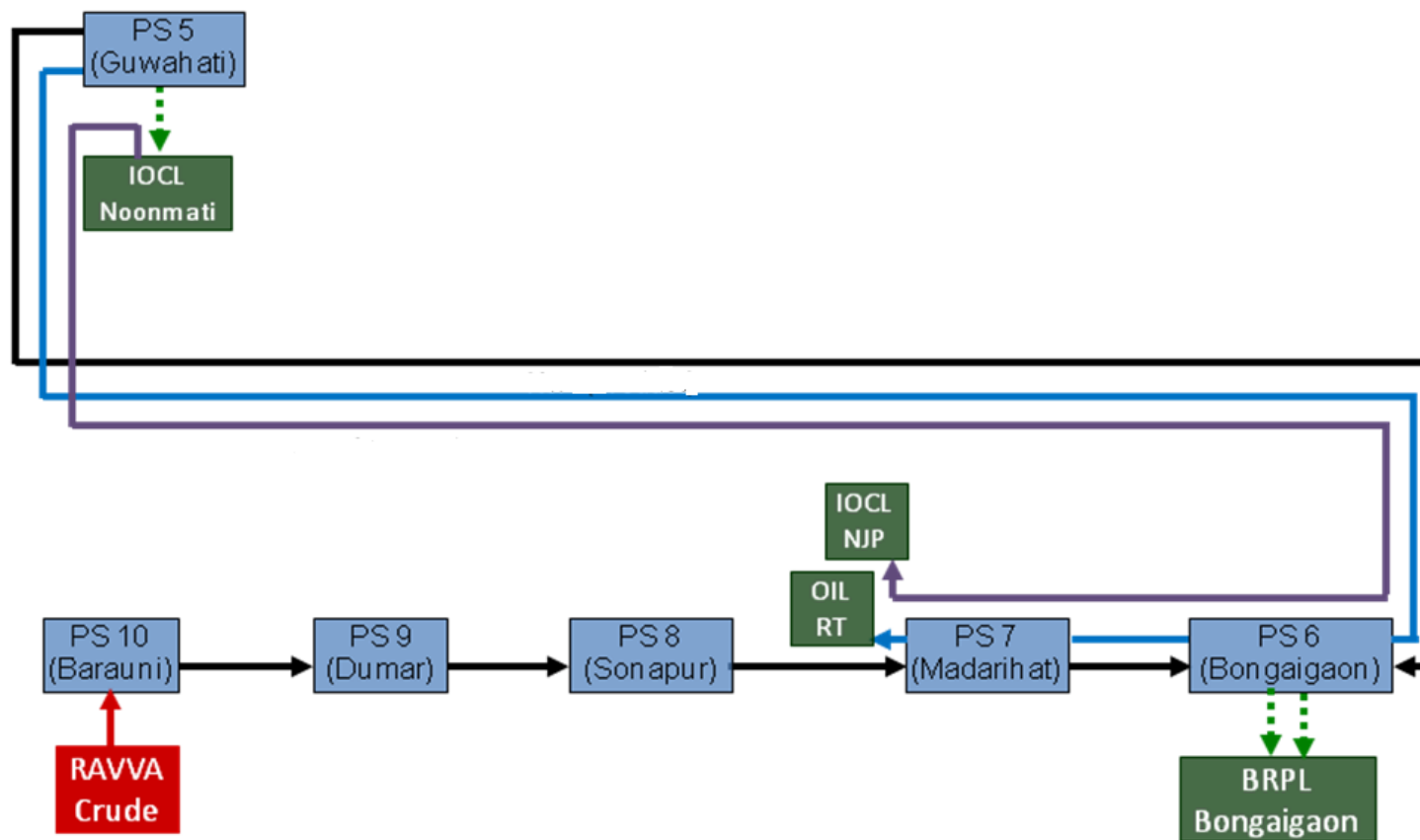
Pipeline Details	Length
Assam sector	
16" Duliajan – Guwahati Main Crude PL	180 Km
16" Numaligarh Siliguri Product PL	100 Km
10"/12" Guwahati/ Bongaigaon Refinery delivery PL	8 Km
14" Guwahati – Barauni Main Crude PL	102 Km
West Bengal sector	
14" Guwahati – Barauni Main Crude PL	110 Km
Bihar sector	
14" Guwahati – Barauni Main Crude PL	75 Km
TOTAL=	575 Km

TABLE-2

Sl No	Chainage	Section	Phase-1 (Pipeline Coating Rehab lengths)		
			Crude oil ML (in KM)	Branch Line (in KM)	NSPL (in KM)
1	Ch 0.00 to Ch 50.5	PS-1(Duliajan) to PS-2(Moran)	30		
2	Ch 50.50 to Ch 89.90	PS-2(Moran) to RS-1(Maduri)	20		
3	Ch 89.9 to 132.00	RS-1(Maduri) to PS-3(Jorhat)	20		
4	Ch 132.20 to Ch 172.00	PS-3(Jorhat)to RS-2(Badulipur)	20		
5	Ch 172.00 to Ch 214.10	RS-2(Badulipur) to RS-3(Kaziranga)	20		
6	Ch 214.100to Ch 260.00	RS-3(Kaziranga) to PS-4(Sekoni)	20		20
7	Ch 260.500 to Ch 313.30	PS-4(Sekoni) to RS-4(Ghani)	20		20
8	Ch 313.300to Ch 360.80	RS-4(Ghani) to RS-5(Jagiroad)	10		20
9	Ch 360.8 to Ch 401.00	RS-5(Jagiroad) to PS-5(Guwahati)	20		
10	Ch 401.300 to Ch 468.240	PS-5(Guwahati) to (Jalukbari to Amingaon) to RS-8(Dharampur)	22	3 km Ghy Refinery BL	20
11	Ch 468.245 to Ch 512.975	RS-8(Dharampur) to RS-9 (Barpeta Rd)	20		20
12	Ch 512.975 to Ch 556.720	RS-9(Barpeta Rd) to PS-6 (Bongaigaon)	20		
13	Ch 557.090 to Ch 602.895	PS-6(Bongaigaon D/S) to RS -10 (Pratapkhata)	20	5 km 12” BGR BL	
14	Ch 602.895 to Ch 655.485	RS-10 (Pratapkhata) to RS-11 (Chepani)	20		
15	Ch 655.485 to Ch 703.699	RS-11(Chepani) to PS-7(Madarihat)	20		
16	Ch 704.092 to Ch 728.780	PS-7(Madarihat) to RS-12(Binnaguri)	25		
17	Ch 728.780 to Ch 784.425	RS-12(Binnaguri) to RS-13(Odlabari)	20		
18	Ch 784.425 to Ch 853.919	RS-13(Odlabari) to PS-8(Sonapur)	20		
19	Ch 854.022 to Ch 905.805	PS-8(Sonapur) to RS-14(Kishanganj)	20		
20	Ch 905.800 to Ch 958.340	RS-14(Kishanganj) to RS-15(Belgachi)	20		
21	Ch 958.340 to Ch 1009.632	RS-15(Belgachi) to PS-9(Dumar)	20		
22	Ch 1009.632 to Ch 1058.440	PS-9(Dumar) to RS-16(Thanahbihpur)	NIL		
23	Ch 1058.440 to Ch 1110.755	RS-16(Thanahbihpur) to RS -17 (Khargaria)	20		
24	Ch 1110.775 to Ch 1157.580	RS-17(Khargaria) to Barauni Pump Station	20		
TOTAL LENGTH IN KM PIPELINE WISE			180 km 16” + 287 km 14”	8 KM	100 KM
GRAND TOTAL			575 KM		

Drawing – 1: DULIAJAN TO GUWAHATI SECTOR PIPELINES AT A GLANCE**Pipelines in the common 18 m ROW from Duliajan to Guwahati**

- 1961 – 406 mm (16") x 401 Km, CTE coated, Duliajan to Guwahati Crude oil pipeline
- 09.03.1976 – 355 mm (14"), CTE coated, ONGCL Crude oil pipeline between Km 105.5 to 132.5. IJ exists 155 m before entry into OIL ROW. Isolated pipeline section bonded to ML.
- 1978 – 406 mm (16") x 212 Km, CTE coated, Loop line from RS3 to RS4 and PS5 to RS9 [This crude oil pipeline line was later on converted to part of NSPL refer para (h)]
- 25.10.1985 – 203 mm (08"), CTE coated, ONGCL Crude oil pipeline between Km 76 to 83. IJ exists 15m before & 15m after entry and exit. Isolated pipeline section bonded to ML
- 25.10.1985 – 304 mm (12"), CTE coated, ONGCL Gas pipeline between Km 76 - Km 83. Pipeline laid on right side of 203 mm (08") ONGCL crude pipeline (looking downstream towards Jorhat). IJ exists 15 m before and 15 m after entry and exit. Isolated pipeline section bonded to ML.
- 27.08.1998 – NRLEDL crosses 406 mm (16") ML at right angles at Km 187.80 (just before NH 37 – NRL road) at a depth of 0.75 cm below ML. IJ exists 15 m before and 15 m after entry and exit. Isolated pipeline section bonded to ML.
- 1999 – 406 mm (16") x 13.234 km, CTE coated, Numaligarh Refinery crude oil feeder line
- 27.08.2008 – 406 mm (16") x 654 Km, CTE coated, Numaligarh-Siliguri Product Pipeline [Includes 395 Km of new pipeline + 212 Km year 1978 LL crude oil pipeline + 47 Km year 1986 DBSN pipeline segment].
- 07.07.2011 – 406 mm (16") x 191 Km, CTE coated, Madhuban – NRLDNPL Gas pipeline

Drawing – 2: GUWAHATI TO BARAUNI SECTOR PIPELINES AT A GLANCEPipelines in the common 18 m ROW from Guwahati to Barauni

- a) 1962 – 355 mm (14") x 756 Km, CTE coated, Guwahati to Barauni Crude oil pipeline
- b) 1965 – 203 mm (08") x 424 Km, CTE coated, IOCLGSPL Guwahati to NJP Product Pipeline
- c) 27.08.2008 – 406 mm (16") x 654 Km, CTE coated, Numaligarh-Siliguri Product Pipeline [Includes 395 Km of new pipeline + 212 Km erstwhile year 1978 LL crude oil pipeline + 47 Km erstwhile DBSN pipeline segment].

Abbreviations

14” Sector	Section from PS5(Guwahati), Assam to PS10(Barauni) Bihar
16” Sector	Section from PS1(Duliajan), Assam to PS5(Guwahati), Assam
BT	PS10(Barauni)
CTE	Coal Tar Coated
DNPL	Duliajan Numaligarh Pipeline Limited
d/s or DS	Down stream / Outlet side
EDL	Effluent disposal line
HISI	High Silicon Chromium Anodes
PPL/GSPL	Guwahati Siliguri Product Pipeline
IJ	Insulation joint [Electrical Isolation]
LL	Pipeline segment laid in the sector RS3 – PS4 – RS4 and PS5 – RS8 – RS9
LIDA	MMO Coated Titanium anodes
ML	OIL’s main crude oil pipeline from Duliajan to Barauni
NDT	Numaligarh Product despatch Terminal
NH	National Highway
NJP	New Jalpaiguri
NRL	Numaligarh Refinery Limited
NSPL	Numaligarh Siliguri product Pipeline
NT	Numaligarh Crude oil Terminal
OIL	Oil India Limited
ONGCL	Oil and Natural Gas Corporation Limited an E&P Company
IOCL	Indian Oil Corporation Limited a downstream Hydrocarbon Company
PS	Pumping Stations with ICCP stations
RT	Rangapani Terminal
RS	Repeater Stations with ICCP stations
u/s or US	Up stream /Inlet side

**TO,
CM-CONTRACT
OIL INDIA LIMITED
Guwahati-781171**

SUB: SAFETY MEASURES

Description of work/service: Hiring the services of Project Management Consultant (PMC) for complete management of "Pipeline Rehabilitation Project - Phase I" of 575 Km.

Sir,

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

- a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.
b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:

i) _____

ii) _____

iii) _____

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

- c) Due notice would be given for any change of personnel under item(b) above.
d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. Any violation pointed out by the Company's engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.
e) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Yours Faithfully

Date_____

M/s_____

FOR & ON BEHALF OF BIDDER

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 the services of Project Management Consultant (PMC) for complete management of "Pipeline Rehabilitation Project - Phase I" of 575 Km

(IFB No: CGI2093P17)

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

(A) 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.

(B) 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 substantive suspicions in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/Contractor

- (A) 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 to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (B) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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.

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 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
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 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

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

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

1. The 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 Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 - External Independent Monitor/Monitors (Three in number depending on the size of the contract) (To be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Sub-contractor 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:

Witness 1:

Date:

Witness 2:

PRICE BID FORMAT

OIL INDIA LIMITED							
PRICE SCHEDULE/ SCHEDULE OF RATES - 1 (SOQ-1)							
Project Management Consultancy services for Pipeline Rehabilitation Project (Phase I)							
The bidder shall read these SOQ (s) in conjunction with the Scope of Work detailed in this Bid Document and quote accordingly.							
Sl. No .	Description	UOM	Quantity	Quoted Price inclusive of all taxes & duties except applicable Service Tax			
				Unit Price		Total Price	
				Unit Price in figures (INR)	Unit Price in words (INR)	Total Price in figures (INR)	Total Price in words (INR)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1	Fee for Project Management and consultancy services which includes but not limited to Project Monitoring and Scheduling, Designing, Tendering, Procurement, EPC Contract finalization, Construction management, Inspection and expediting services, Cost monitoring, Documentation/Drawings, Project closeout etc as per details given in the Scope of Work of this Bid document	Lump sum	1				
Notes to SOQ: (1) Service Tax shall be paid extra at actual against submission of Cenvatable Invoice. Bidder to indicate applicable rate of service tax. (2) Progressive Payment will be made as per Payment Milestones specified in Payment Terms, PART-IV							
Name of the Company		Name of Authorized Person			Signature with Seal		

OIL INDIA LIMITED							
PRICE SCHEDULE/ SCHEDULE OF RATES - 2 (SOQ-2)							
Project Management Consultancy services for Pipeline Rehabilitation Project (Phase I)							
The bidder shall read these SOQ (s) in conjunction with the Scope of Work detailed in this Bid Document. This item is required for carrying out extra works beyond the scope in the Bid Document . The deployment of personnel for extra jobs shall be on the basis of owner's approval.							
Sl. No	Description	UOM	Quantity (Estimated)	Quoted Price inclusive of all taxes & duties except applicable Service Tax			
				Unit Price		Total Price	
				Unit Price in figures (INR)	Unit Price in words (INR)	Total Price in figures (INR)	Total Price in words (INR)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1	Consultancy charges for extra work at Consultant's Office	Man-Hours	1500				
2	Consultancy charges for construction and field related work	Man-Days	200				
Notes to SOQ:							
(1) The quantity specified in column 4 is indicative only. The quantity may vary and payment shall be made based on actual executed quantities							
(2) Travel, boarding and lodging facilities will be provided by OIL for out-of-office visits from consultant's office							
(3) Service Tax shall be paid extra at actual against submission of Cenvatable Invoice. Bidder to indicate applicable rate of service tax							
Name of the Company			Name of Authorized Person		Signature with Seal		

PROFORMA - I
BID FORM

To
THE CM (CONTRACTS)
OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. GUWAHATI-781171
DIST. KAMRUP(M)
ASSAM

Sub: IFB No. : **CGI2093P17**

Dear Sir,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of ____ (Price not to be indicated) ____ stated below or such other sums as may be ascertained in accordance with the Price Bid Form attached herewith and made part of this Bid:

We undertake, if our Bid is accepted, to commence the work within (____) days calculated from the date of issue of Company's LOA.

We agree to abide by this Bid for a period of **120 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 _____ 2016.

Signature and seal of the Bidder: _____

(In the capacity of) : _____

Name of Bidder : _____

PROFORMA – II

LETTER OF AUTHORITY

To
THE CM (CONTRACTS)
OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. GUWAHATI-781171
DIST. KAMRUP(M)
ASSAM

Sir,

Sub: IFB No. **CGI2093P17**

We _____ confirm that Mr. _____
(Name and address) as authorized to represent us to Bid, negotiate and conclude
the agreement on our behalf with you against Invitation
No.: _____ for

**“Hiring the services of Project management Consultant (PMC) for complete
management of “Pipeline Rehabilitation Project-Phase I” of 575 Km”.**

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 printed on letter head of the Bidder and
shall be signed by a competent person to bind the Bidder.

PROFORMA - III**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 PART of Bid Document in the following format:

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

Authorised Person's Signature: _____**Name:** _____**Designation:** _____**Seal of the Bidder:**

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids.

If the “**Statement of Compliance**” in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

PROFORMA- IV

[TO BE FILLED-UP / SUBMITTED BY THE VENDOR ON ITS LETTER HEAD
FOR E-REMITTANCE]

Name:

FULL Address:

Phone Number :

Mobile Number :

E-mail address :

FAX Number :

Bank Account Number:

(in which the Bidder wants remittance against invoices)

Bank Name :

Branch :

Address of the Bank:

Bank Code :

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank :

PAN Number :

Service Tax Registration Number:

Signature of Vendor with Official Seal

Note: This declaration shall be printed on letter head of the Bidder and shall be
signed by a competent person.

PROFORMA-V
FORM OF BID SECURITY (BANK GUARANTEE FORMAT)

To:
M/s. OIL INDIA LIMITED,
CONTRACTSSECTION,PHQ
GUWAHATI, ASSAM, INDIA, PIN -781171.

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, GUWAHATI, 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
said Bank this ____ day of _____ 2016.

THE CONDITIONS of these obligations are:

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

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

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

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

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

** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid /as specified in the Tender.

PROFORMA-VI**FORM OF PERFORMANCE BANK GUARANTEE**

(To be submitted by the successful bidder in case of award of contract)

To:

M/s. OIL INDIA LIMITED,
CONTRACTS SECTION
PIPELINE DEPARTMENT, GUWAHATI
ASSAM, INDIA, PIN -781 171.

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

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

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

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

This guarantee is valid until the -----day of -----

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date _____

Place _____

Note: Bank details of Oil India Limited may be required by Bank for issuance of Bank Guarantee (BG):

BANK DETAILS OF BENEFICIARY		
a	Bank Name	AXIS BANK
b	Branch Name	GUWAHATI
c	Branch Address	CHIMBER HOUSE, G.S.ROAD, DISPUR ASSAM
d	Banker Account No.	140010200027654
e	Type of Account	CURRENT ACCOUNT
f	IFSC Code	UTIB0000140
g	MICR Code	781211002
h	SWIFT Code	Axisinbb140
i	Contact No.	8876501401
j	Contact Person Name	Mr. Dibakar Ghaosh
k	Fax No.	Not available
l	Email Id	Guwahati.branchhead@axisbank.com

PROFORMA-VII

FORMAT FOR UNDERTAKING
(IN TERMS OF TENDER NO. CGI2093P17)
(On Non-Judicial Stamp Paper of Rs. 100/-)
TO BE NOTORISED

To
CM-CONTRACTS
OIL INDIA LIMITED
GUWAHATI

Dear Sirs,

UNDERTAKING/DECLARATION BY THE BIDDER IN RESPECT OF TENDER NO
CGI2093P17

This is in connection with the Bid submitted by me/us, (Name of Bidder), against Tender No. CGI2093P17 for "Hiring the services of Project Management Consultant (PMC) for complete management of Pipeline Rehabilitation Project - Phase I of 575 Km."

I/We, the afore mentioned Bidder against the subject tender, hereby declare that my/our quoted rates include the following -

- (a) Labour wages as per Minimum Wages Act and notifications issued by the Central Govt. from time to time, including P.F, insurance and Bonus.
- (b) Material and Equipment (if any) cost.
- (c) PPE cost.
- (d) IME (Initial Medical Examination) cost.
- (e) Other charges / cost including overheads, profit, insurance and handling charge..

I/We, the afore mentioned Bidder against the subject tender take note that minimum wages may increase from time to time as notified by statutory authority and Central Govt. and undertake that I/We shall not make Company (i.e. OIL) liable to reimburse me/us for such statutory increase in wage rates of the labours/workers engaged by me/us during the entire period of the contract, including extension if any. Currently, such increase in the wage rates is twice in a year. I/We have bid after considering this increase in wage rates for the entire period of Contract including extension provision.

I/We, the afore mentioned Bidder against the subject tender, further undertake that I/We will pay my/our workers the existing Daily wages as notified under the Minimum Wages Act from time to time by the Central Govt. and such statutory or any other increase in the wages rates including consequent increase in statutory

contributions like provident fund etc. of contract labours engaged by me/us shall be borne solely by me/us during the entire period of the contract, including extension if any, without any cost implication whatsoever upon the Company.

I/We further agree and undertake that in case of any violation of the above undertaking, Oil India Limited (OIL) shall be at liberty to take appropriate action against me/us in terms of the Tender/Contract including but not limited to termination of contract and debarment from future business with OIL. I shall duly comply with all the statutory obligations, more particularly under applicable labour laws. I further agree and undertake that in case of any dispute or claims arise out of my non-compliance of statutory obligations under the Contract, by the Labourers engaged by me or by any statutory authorities, I shall only be responsible for the same and hold the Company harmless against such dispute or claims. I further authorize the Company, in the event of my default or non-compliance of any statutory obligations, to deduct/recover and adjust such amount or claim against my Bills due under the Contract or against any other existing or future Contracts with the Company including performance security.

I/We declare that the information given above is true and any misstatement, misrepresentation, or suppression of facts in connection with the above undertaking may entail rejection of the bid and cancellation of contract, if awarded.

Yours faithfully,

1. Authorized Signatory with Seal

(Bidder)

Place:-

Date:-

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

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

Note:

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

SEAL AND SIGNATURE OF THE BIDDER

Form – 2**Present Commitments of the Bidder****(In case of Consortium each member to fill this form)**

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

Note:

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

SEAL AND SIGNATURE OF THE BIDDER

Form – 3
Format for Bio Data of Key Personnel

Paste Photograph
Here

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

SEAL AND SIGNATURE OF THE BIDDER

Form – 4**CHECK LIST**

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

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

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

SEAL AND SIGNATURE OF THE BIDDER