



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

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

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**FORWARDING LETTER**

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

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**Sub: IFB No. CPI5091P18 for Hiring of Services for Engineering Procurement Construction Management Consultancy (EPCM) for construction of Gas Pipeline from Baghjan to CGGS, Madhuban, Duliajan, Assam.**

Dear Sirs,

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

**2.0** In connection with its operations, OIL invites Competitive Bids from competent and experienced **indigenous/domestic bidders** through OIL’s e-procurement site for **Hiring of Services for Engineering Procurement Construction Management Consultancy (EPCM) for construction of Gas Pipeline from Baghjan to CGGS, Madhuban, Duliajan, Assam.** One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL’s e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No. /E-Tender No.	:	<b><u>CPI5091P18</u></b>
(ii)	Type of Bidding	:	Single Stage-Two Bid System
(iii)	Tender Fee	:	INR 1,000.00
(iv)	Period of Sale	:	<b>23/06/2017 to 20/07/2017</b>

(v)	Last date for receipt of pre-bid queries	:	<b>07/07/2017 upto 15:30 Hrs (IST)</b>
(vi)	Pre-bid Conference date	:	<b>11/07/2017</b>
(vii)	Venue of Pre-bid Conference	:	<b>Kolkata</b> (Exact venue will be intimated nearer the time)
(viii)	Bid Closing Date & Time	:	<b>27/07/2017 (11:00 HRS IST)</b>
(ix)	Technical Bid Opening Date & Time	:	<b>27/07/2017 ( 14:00 HRS IST)</b>
(x)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time.
(xi)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
(xii)	Bid Opening Place	:	Office of GM-Contracts Contract Department, Oil India Limited, Duliajan -786602, Assam, India.
(xiii)	Bid Validity	:	120 days from the date of Bid Closing
(xiv)	Kick-off Meeting	:	Kick-off Meeting should be held within 14 days from date of issue of LOA
(xv)	Bid Security Amount	:	INR 19,02,700.00
(xvi)	Bid Security Validity	:	150 days from date of Bid Closing
(xvii)	Original Bid Security to be submitted	:	DGM (C&P- Projects) Projects Department OIL INDIA LIMITED DULIAJAN - 786602 ASSAM, INDIA
(xviii)	Amount of Performance Security	:	For successful completion & covering the defect liability period - 10% of the annualized Contract value
(xix)	Validity of Performance Security	:	For successful completion & covering the defect liability period: Up to 90 days beyond the defect liability period
(xx)	Defect Liability Period	:	One year from date of completion of Contract.
(xxi)	Duration of the Contract	:	30 months from the date of LOA to EPCM.

(xxii)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer clause No. 17.0 of General Conditions of Contract
(xxiii)	Quantum of Liquidated Damage for default in timely completion of project	:	Refer clause No. 18.0 of General Conditions of Contract
(xxiv)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
(xxv)	Bids to be addressed to	:	DGM (Projects-C&P) Projects Department OIL INDIA LIMITED DULIAJAN - 786 602 ASSAM, INDIA

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

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

4.1 In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid **Digital Certificate Class III [Organization]** along with **Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder changes his Digital Signature Certificate then old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD is not responsible. **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.**

4.2 Bidders must have a valid User ID to access OIL's e-procurement site for submission of bid. For participation, applicants already having User ID & password for OIL's e-procurement portal need to register against the IFB and pay the requisite Cost of Bid Document (Non-Transferable and Non-refundable) through the **Online Payment Gateway** provided in OIL's e-procurement portal. New vendors/existing vendors not having User ID & Password for OIL's e-procurement portal, shall obtain User ID & password through online vendor registration system in e-portal and pay the requisite Cost of Bid Document in the manner as specified above. **NO OTHER MODE OF PAYMENT TOWARDS COST OF BID DOCUMENT WILL BE ACCEPTABLE.**

#### **4.3 EXEMPTION OF TENDER FEE:**

4.3.1 If the bidder is a Micro or Small Enterprise [MSEs] 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 items/services for which bidder are registered [or they intend to quote against OIL's tenders] with any of the aforesaid agencies.

4.3.2 The Central Govt. Departments and Central Public Sector Undertakings will also be exempted from the payment of tender fee. Parties registered with DGS&D, having valid certificates will be exempted from payment of tender fee.

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

#### **5.0 PRE-BID CONFERENCE:**

5.1 A pre-Bid conference is planned to be held on **11/07/2017 at Kolkata** (Exact venue will be intimated nearer the time) to explain the requirements of Company in details to the interested prospective Bidders and to understand bidders' perspective including exchange of views/clarifications, if any, on the Scope of Work, Bid Rejection/Bid Evaluation Criteria and other terms & conditions of the Tender. The parties who purchase the bid documents shall be allowed to participate in the Pre-Bid conference. For details of the venue, bidders may contact DGM (PROJECTS-C&P), Phone: (91)374-2807207, E-mail: [shantanukr\\_gogoi@oilindia.in](mailto:shantanukr_gogoi@oilindia.in)

5.2 At the most 2 (two) representatives from each prospective bidder shall be allowed to participate in the pre-bid conference. All costs for attending the pre-bid conference shall be to prospective bidders' account.

5.3 The prospective bidders shall submit their queries through E-mail / Courier addressed to DGM (PROJECTS - C&P), Assam prior to the date of pre-bid conference and such queries must reach OIL's office at Duliajan latest by **07/07/2017 upto 15:30 Hrs (IST)**. OIL shall provide clarifications to the queries in the pre-bid conference. OIL will not be responsible for non-receipt or late receipt of any bidder's query in OIL's office.

5.4 Any subsequent change in the date and venue of pre-bid conference will be communicated to the bidders who have purchased the tender document.

**6.0 IMPORTANT NOTES:**

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

- i) The bidders who are on Holiday/Negative list of OIL on due date of submission of bid/during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/evaluation/Award of Work.
- ii) The bid along with all supporting documents must be submitted through OIL's E-procurement site only except the "Original Bid Security" which shall be submitted manually by the bidder in two copies in a sealed envelope super scribed with OIL's IFB No./E-Tender No., Bid Closing date and marked as "Original Bid Security" and addressed to DGM (Projects-C&P), Projects Department, Oil India Limited, Duliajan-786602, Assam(India) :

Additionally, following documents to be submitted in hard form if specifically called for in the tender:

- a) Original Bid Security
- b) Printed catalogue and Literature, if called for in the tender.
- c) Power of Attorney for signing the bid.
- d) Any other document required to be submitted in original as per tender requirement.

**The above documents including the Original bid security, must be received at the Office of DGM (Projects-C&P), Projects Department, OIL, Duliajan on or before 12.45 Hrs. (IST) on the technical bid closing date failing which the bid shall be rejected.** A scanned copy of the Bid Security shall also be uploaded by the bidder along with their Technical Bid in OIL's E-procurement site.

- iii) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 2.00 PM (IST) at the office of the GM-Contracts in presence of the authorized representatives of the bidders.
- iv) If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.
- v) The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender portal. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in "**Technical Attachments**" Tab only. **Bidders to note that no price details should be uploaded in "Technical Attachments" Tab Page. Details of prices as per Price Bid format/Priced bid to be uploaded under "Notes & Attachments" tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria mentioned in Clause 1.0 of (B) Commercial Evaluation Criteria.)**

Go to this Tab “**Notes and Attachments**” for Uploading “Priced Bid”

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

On “EDIT” Mode- The following screen will appear. Bidders are advised to upload “Technical Bid” and “Priced Bid” in the places as indicated above:

**Note:**

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

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

Thanking you,

Yours faithfully,  
**OIL INDIA LIMITED**

(S.K. Gogoi)  
DGM (Projects-C&P)  
**For RESIDENT CHIEF EXECUTIVE**

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

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

- i) The information given in the Bid Documents and in the plans and drawings forming part thereof is merely intended as general information without undertaking on the part of the Owner as to its accuracy and without obligation relative thereto upon the Owner. The bidders are expected to conduct their own surveys and investigations prior to Bidding.
- ii) Before bidding, the Bidder shall undertake and shall be deemed before bidding to have undertaken a thorough study of the proposed work, the job site (s) involved, the site weather, soil condition, condition of the terrain, the climatic conditions, the labour, power, water, material and equipment availability and transport and communications facilities, the availability and suitability of borrow areas if necessary, the availability of land for access and temporary offices and accommodation quarters, and all other factors, constraints and facilities necessary for the formation of the bid, supply of materials and the performance of the work.
- iii) The Bidder shall inspect and examine the site and its surroundings and shall satisfy himself before submitting his tender as to the nature of the ground present, physical conditions and all roads, approaches and lands which may be used temporarily otherwise in connection with the works, means of access to the site accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender.

iv) **GENERAL BRIEF DESCRIPTION**

OIL INDIA LIMITED (OIL) a Government of India Enterprise, is a premier Oil & Gas Company engaged in Exploration, Production and Transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. The Company has operating interests across the country as well as in several foreign countries. The major Oil & Gas producing assets of the Company are located in Upper Assam Basin of North East India. The Operational area is spread over a radius of 60 km from headquarters at Duliajan. Duliajan is connected by Air with the nearest Airport at Dibrugarh, 45 KM away.

Oil India Limited is proposing to lay a 40 KM (approx.) long Natural Gas pipeline starting from Baghjan to Madhuban, Duliajan. The proposed Baghjan to Duliajan Gas Pipeline is in addition to the existing 400 MM NB Gas Pipeline. The new pipeline shall be laid in the OIL's existing ROW as far as possible. The ROW is 18 Meter wide and already 2 (two) nos. of pipelines viz. one 400 MM NB gas pipeline and one 200 MM NB crude oil pipeline are already laid in the ROW and are in operation.

Meeting with the above mentioned objective, OIL intends to hire an **EPCM (Engineering Procurement Construction Management Consultant)** for managing the project starting from preparation of Design basis, carrying out detail engineering, conducting safety studies, topographical surveys, preparation of multiple tender packages for procurement, installation and commissioning of various packages, preparation of tenders for carrying out site construction activities, project management, site supervision and commissioning of the Pipeline system. The engineering (basic & detail), procurement and construction management for the entire Pipeline system will be the responsibility of the EPCM including commissioning.

**v) Detailed scope of work is enumerated in the document – SCOPE OF WORK & TERMS OF REFERENCE.**

vi) **SITE LOCATION:** Along the ROW from Baghjan to Duliajan in the District of Tinsukia, Assam

**vii) SITE VISIT**

- The bidder is advised to visit and examine the project site on its own, and its surroundings to obtain all site-related information and fully understand the circumstances that may be necessary to prepare a bid and enter into a contract.
- The Owner will not provide air fare, airport arrival and drop-off for company representatives and transportation to the site and back. Bidder will be required to cover the cost of their hotel accommodations and for their stay. For any such visit, the Owner should be informed at least one week in advance.

**viii) LOCAL CONDITIONS**

- It will be imperative on the part of the bidder to acquaint himself with all local laws, conditions and factors which may have any effect or bearing on the execution of works and supplies under the scope of this tender. In their own interest, the bidder is required to familiarise themselves with (but not limited to) the Indian Income Tax Act, Indian Companies Act, Indian Customs Act, Factories and Boiler Act, Contract Labour (regulation and abolition) Act, Arbitration Act, PF Act and other related Acts and Laws and Regulations of India with their latest amendments as applicable. The Owner shall not entertain any clarification from the bidder(s) regarding such local conditions.
- It must be understood & agreed that above factors have been properly investigated and considered while submitting the offer. No claim for financial or any other adjustments to contract price or completion time on account of lack of clarity of such factors shall be entertained.



**ix) SUBMISSION OF OFFER**

**TECHNICAL BID :**

The Technical offer shall be complete in all respects with all Annexures duly filled in. Offers will be evaluated on the basis of the data & details furnished by the bidders in the Annexures. Incomplete Annexures will make the offers incomplete and such offers are liable to be rejected. Data and details furnished in the Annexures of the offers shall be supported with required applicable certificates / documents. Uploaded bid documents should be clearly legible.

BIDDERS ARE ADVISED TO ENSURE THAT ALL THE QUALIFICATION DOCUMENTS ARE UPLOADED IN THE MANNER PRESCRIBED. OWNER RESERVES THE RIGHT TO EVALUATE THE SUBMITTED DOCUMENTS WITHOUT SEEKING ANY NEW DOCUMENTS OR CLARIFICATION ON THE SUBMITTED DOCUMENTS. BIDS WITH INCOMPLETE SUPPORTING QUALIFICATION DOCUMENTS ARE LIABLE TO BE REJECTED.

**A. BID DOCUMENTS**

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

- (a) A Forwarding Letter highlighting the following points:
  - (i) Company's IFB No. & Type
  - (ii) Bid closing date and time
  - (iii) Bid opening date and time
  - (iv) Bid submission Mode
  - (v) Bid opening place
  - (vi) Bid validity, Mobilisation time & Duration of contract
  - (vii) The amount of Bid Security with validity
  - (viii) The amount of Performance Guarantee with validity
  - (ix) Quantum of liquidated damages for default in timely mobilizations
  - (x) Duration of the Contract
- (b) Instructions to Bidders, (Part-1)
- (c) Bid Evaluation Criteria/Bid Rejection Criteria, (Part-2)
- (d) General Conditions of Contract, (Part-3, Section-I)
- (e) Terms of Reference/Scope of Work,(Part-3, Section-II)
- (f) Schedule of Rates& Payment, (Part-3, Section-III)
- (g) Special Conditions of the Contract, (Part-3, Section-IV)

- (h) Statement of Non-Compliance, (Part-4, Proforma-I)
  - (i) Bid Form, (Part-4, Proforma-IIA)
  - (j) Performance Security Form, (Part-4, Proforma-IIB)
  - (k) Contract Form, (Part-4, Proforma-IIC)
  - (l) Bid Security Form, (Part-4, Proforma-IID)
  - (m) Proforma of Letter of Authority, (Part-4, Proforma III)
  - (n) Integrity Pact Proforma, (Part-4, Proforma IV)
  - (o) Record of Bidder's past relevant experience, (Part-4, Proforma V)
  - (p) Authorisation for Attending Bid Opening, (Part-4, Proforma VI)
  - (q) Undertaking by Bidder, (Part 4, Proforma VII)
  - (r) CURRICULUM VITAE OF BIDDER'S PERSONNEL (Part 4, Proforma VIII)
  - (s) DETAILS OF OFFICES IN INDIA & OUTSIDE INDIA (Part 4, Proforma IX)
- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.
- 2.2 Exceptions/deviations (Technical), if any, to be indicated only as per Performa.
- 2.3 Failure to furnish all information required as per the tender documents or submission of bid not substantially responsive to the tender documents, in every respect, may result in rejection of the bid.
- 2.4 Submission of the information and details shall be done strictly in the manner described.
- 3.0 TRANSFERABILITY OF BID DOCUMENTS:**
- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.
- 3.2 Unsolicited bids will not be considered and will be rejected straightway.
- 4.0 AMENDMENT OF BID DOCUMENTS:**
- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum.
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the "Technical RFx Response" under the tab "Amendments to Tender Documents". All prospective bidders to whom Company has issued the Bidding Documents shall also be intimated

about the amendments through post/courier or by Fax or e-mail. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. **Bidders shall also check from time to time the E-Tender portal [“Technical RFx Response” under the tab “Amendments to Tender Documents”] for any amendments to the bid documents before submission of their bids.**

**B. PREPARATION OF BIDS**

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

**6.0 DOCUMENTS COMPRISING THE BID:**

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

**(A) TECHNICAL BID**

- (i) Complete technical details of the services and equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with Clause 10.0.
- (iii) Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original Bid Security should be sent as per Clause No. 11.10 below.
- (iv) Copy of Bid-Form without indicating prices in Proforma-IIA
- (v) Statement of Non-compliance as per Proforma-I
- (vi) Copy of Priced Bid **without indicating prices** (Part 3, Section III)
- (vii) Integrity Pact digitally signed by OIL’s competent personnel as Proforma IV, attached with the bid document to be digitally signed by the bidder.

**(B) PRICED BID**

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

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

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

**7.0 BIDFORM:**

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

**8.0 BID PRICE:**

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

**9.0 CURRENCIES OF BID AND PAYMENT:** INR (Indian Rupees) only.

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

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

**11.0 BID SECURITY:**

- 11.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 11.11.
- 11.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" in the form of Bank Guarantee (as per Proforma- IID) issued from any Scheduled Indian Bank.
- 11.3 The Bank Guarantee shall be valid for 30 days beyond the validity of the bids asked for in the Bid Document.
- 11.4 Bank Guarantee should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.
- 11.5 **Bidders can submit Bid Security on-line through OIL's electronic Payment Gateway.**
- 11.6 Any bid not secured in accordance with **sub-clause 11.2** above shall be rejected by the Company as non-responsive.

- 11.7 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 11.8 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.
- 11.9 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with **Clause 28.0** below is furnished.
- 11.10 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 11.11 The Bid Security may be forfeited:
- i) If any bidder withdraws their Bid during the period of bid validity.
  - ii) If any bidder alters their Bid during the period of bid validity or if the bidder increases the price during the period of bid validity.
  - iii) If the bidder does not accept the LOA issued by the Company within the validity of the bid.
  - iv) If the bid is accepted by the Company, and work is awarded but the contractor does not furnish the Performance Security.
- 11.12 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years.
- 11.13 The scanned copy of the original Bid Security must be uploaded by bidder along with the Technical bid in the "Technical RFx Response" of OIL's E-portal.** The original Bid Security shall be submitted by bidder to DGM (Projects-C&P), Projects Department, Oil India Limited, Duliajan – 786602, Assam in a sealed envelope which must reach DGM (Projects-C&P), Projects Department, Oil India Limited, Duliajan – 786602, Assam on or before 12.45 Hrs (IST) on the Bid Closing date failing which the bid shall be rejected.

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

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

indicating the monetary limit, if any and the items/Services for which bidders are registered with any of the aforesaid agencies.

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

**13.0 PERIOD OF VALIDITY OF BIDS:**

- 13.1 Bids shall remain **valid for 120 days** from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from the Bid Closing Date.
- 13.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of bid validity. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided under Para 11.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

**14.0 SIGNING OF BID:**

- 14.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organizations Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (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 holding a Power of Attorney to bind the Bidder to the contract.

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

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

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

- 14.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT

relevant. The letter of authorisation (as per **Proforma-III**) shall be indicated by written Power of Attorney accompanying the Bid.

- 14.3 Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.
- 14.4 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.
- 14.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

## C. BID SUBMISSION

### 15.0 SUBMISSION OF BIDS

- 15.1 The tender is processed to indigenous parties under single stage - Two bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "**HELP DOCUMENTATION**" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical RFx Response" under "Techno-Commercial Bid" Tab Page only. Prices to be quoted as per Part3, Section III should be uploaded as Attachment just below the "Tendering Text" in the attachment link under "Techno-Commercial Bid" Tab under General Data in the e-portal. **No price should be given in the "Technical RFx Response", otherwise bid shall be rejected.** The priced bid should not be submitted in physical form which shall not be considered.

However, the following documents in two sets should necessarily be submitted in physical form in sealed envelope superscribing the "IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to DGM (Projects-C&P), Projects Department, Oil India

Limited, Duliajan – 786602, Assam on or before 12.45 Hrs. (IST) on the bid closing date indicated in the IFB:

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

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

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

**16.0 DEADLINE FOR SUBMISSION OF BIDS:**

- 16.1 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 Bid Closing date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.
- 16.2 No bid can be submitted after the submission deadline is reached. The system time displayed on the e-procurement web page shall decide the submission deadline.



16.3 The documents in physical form as stated in Para 15.1 must be received by Company at the address specified in the “Forwarding Letter” **on or before the bid closing date & time**. Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidder.

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

**18.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

18.1 The Bidder after submission of Bid may modify or withdraw its Bid by written notice prior to Bid Closing Date & Time.

18.2 The Bidder's modification or withdrawal notice may also be sent by fax/e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.

18.3 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.

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

18.5 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL.

**19.0 EXTENSION OF BID SUBMISSION DATE:**

Normally no request for extension of Bid Closing Date & Time will be entertained. However, the Company 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 is also not permitted.

**20.0 BID OPENING AND EVALUATION:**

20.1 The Company will open the Technical (Un-priced) Bids, including submission made pursuant to clause 18.0, on the scheduled Bid Opening Date & Time and at the place mentioned in the Forwarding Letter in presence of any attending bidders(s) or their authorised representative, if any. However, an authorisation letter (as per **Proforma-VI**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative

against each Bid will be allowed to attend. **In technical bid opening, only “Technical RFx Response” Tab Page will be allowed to be opened by the system. Bidders therefore should ensure that Un-priced Techno-Commercial bid is uploaded in the “Technical RFx Response” Tab Page only in the E-portal.**

- 20.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time (except Saturday).
- 20.3 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 18.0 shall not be opened. The Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 20.4 During bid opening, the Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security, and such other details as the Company may consider appropriate.
- 20.5 The Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 20.3.
- 20.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by the Company at its discretion. The request for clarification and the response shall be in writing. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 20.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in a substantial way the scope, quality, or performance of work, or which limits in any substantial way, inconsistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 20.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

- 20.9 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.

**21.0 OPENING OF PRICED BIDS:**

- 21.1 The Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 21.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, and the bids are generally in order.
- 21.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

**22.0 EVALUATION AND COMPARISON OF BIDS:**

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

**23.1 DISCOUNTS / REBATES:**

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

**24.0 CONTACTING THE COMPANY:**

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

**D. AWARD OF CONTRACT**

**25.0 AWARD CRITERIA:**

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

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

The Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

**27.0 NOTIFICATION OF AWARD:**

27.1 Prior to the expiry of the period of bid validity or extended validity, the Company will notify the successful bidder in writing by registered letter or by fax or e-mail (to be confirmed in writing by registered/couriered letter) that its bid has been accepted. The successful bidders(s) shall be notified by the Company of its intention to enter into an Agreement with him/her/them on the basis of his/her/their acceptance of the offer. Such notification shall be treated as a "Letter of Award"(LOA).

27.2 The notification of award will constitute the formation of the Contract.

27.3 Upon the successful Bidder's furnishing of Performance Security pursuant to **Clause 28.0** below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to **Clause 11.0** hereinabove.

**28.0 PERFORMANCE SECURITY:**

28.1 Within 02 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder(s) will be required to furnish an interest free Performance Security by way of Bank Guarantee (as per **Proforma-IIB**) favouring "OIL INDIA LIMITED" payable at "DULIAJAN" from any Scheduled Indian Bank. Upon furnishing of the Performance Security, the successful Bidder(s) will be required to enter into a formal Agreement based on the instant tender on the OIL's Standard forms of agreement.

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

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

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

- 28.4 The Performance Security specified above must be valid for 3(three) months beyond the contract period. The Performance Security will be discharged by the Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.
- 28.5 The Performance Security shall be payable to Company as compensation for any loss resulting from the Contractor's failure to fulfil its obligations under the Contract.
- 28.6 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 28.7 Failure of the successful Bidder to comply with the requirements of **clause 28.0 and/or 29.0** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 2(two) years from the date of default.

**29.0 SIGNING OF CONTRACT:**

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

**30.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS :**

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

**31.0 MOBILISATION ADVANCE PAYMENT:**

- 31.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.

- 31.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable Bank Guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank Guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.
- 31.3 In the event of any extension to the mobilisation period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.
- 31.4 Mobilization Advance shall be paid to the Contractor in two instalments after signing the Contract agreement in the following manner:

**(a) FIRST INSTALLMENT**

5% (five percent) of awarded contract value shall be Payable as the first instalment of mobilization advance after fulfilling the following formalities by the Contractor:

- i. Signing of contract agreement by the Contractor.
- ii. Submission of a separate Bank Guarantee towards Contract Performance from an Indian Nationalised/Scheduled Bank in approved proforma towards due performance of contract.
- iii. Submission of a separate Bank Guarantee from an Indian Nationalised/Scheduled Bank as stipulated in approved proforma equivalent to 10% of 110% of the awarded contract value covering mobilization advance which shall be kept valid for 2 months beyond completion of mobilisation. However, Contractor may submit Bank Guarantee of 10% as above in two stages of 5% each for availing advance against sub-clause (b) below.

**(b) SECOND INSTALLMENT**

Balance 5% (five percent) Mobilisation Advance shall be payable to the Contractor after the Contractor has constructed a site office, storage shed, fabrication yard, etc. and has physically mobilised construction equipments and is ready to start the Works to the entire satisfaction of the Engineer-in-Charge and commencement of work at Site. Where the Contractor elects to submit 2 (two) separate Mobilization Advance Guarantees, one against each instalment of the Mobilization Advance, the second instalment of the Mobilization Advance will be released by THE COMPANY only upon receipt of the second Mobilization Advance Bank Guarantee

**31.5 Recovery of Mobilisation Advance:**

1. The Mobilisation Advance together with the interest accrued, thereon, shall be recovered from each Running Bill @ 12% (twelve percent) of gross amount of each Running Bill in such a manner that the total Mobilization Advance and interest accrued thereon is recovered by the time approximately 85% (eighty five percent) of the Contract Price is paid to the Contractor. Balance amount, if any, shall be deducted in full from the pre-final Bill. Mobilization advance Bank Guarantee will be reduced accordingly on quarterly basis against the request of the Contractor
2. If the Mobilization Advance has not been fully adjusted against the Running Bills within 30 (thirty) days of the expiration of the Time for Completion or pre-final bill whichever is earlier or immediately prior to termination, the whole of the balance of the Mobilization Advance then outstanding shall immediately become due and payable by the Contractor to the Company and the Company shall be entitled to call upon the Mobilization Advance Guarantee.
3. The Mobilization Advance paid to the Contractor shall be used for execution of this Contract only and the Contractor shall satisfy the Company/ Engineer-in-Charge in this regard whenever required. If it is found that the said advance has been utilized by the Contractor in whole or part for any other purpose, the Company may at its discretion forthwith recall the entire advance or such amount thereof as outstanding and without prejudice to any other right or remedy available to OIL, recover the same by recourse to any Bank Guarantee.

**32.0 INTEGRITY PACT:**

- 32.1 The Company shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Proforma IV** of the Bid Document. The Integrity Pact has been duly signed digitally by the Company's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declined to submit the Integrity Pact, their bid shall be rejected straightway
- 32.2 The Company has appointed Shri Rajiv Mathur, IPS(Retd) and Shri Satyananda Mishra, IAS(Retd.) as Independent Monitors(IEM) for a period of 3(three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the

Independent External Monitors for any matter relating to the IFB at the following addresses:

a. Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India;

E-mail: [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com).

b. Shri Satyananda Mishra, IAS(Retd.), Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India

E-mail: [satyanandamishra@hotmail.com](mailto:satyanandamishra@hotmail.com).

**33.0 LOCAL CONDITIONS:**

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

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

**34.0 SPECIFICATIONS:**

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

**35.0 UNDERTAKING BY BIDDER:**

The bidder shall fill and submit the digitally signed **Proforma VII**.

**End of Part – I**

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**PART-2**

**BID REJECTION & BID EVALUATION CRITERIA:**

**I. BID REJECTION CRITERIA (BRC):**

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

**A. TECHNICAL**

The Bidder must meet all the following requirements:-

- 1.0 The bidder must have experience of providing as single point responsibility as Engineering Procurement Construction Management (EPCM) Consultant for Design, Detailed Engineering, Planning, Procurement, Inspection, Quality Control Assurance, Site Supervision and Construction Management and Commissioning of High Pressure Natural Gas Pipeline or Crude Oil Pipeline of length not less than 40 KM in single stretch in India and size not below 24” (inch), 300 Class against one single Order/Contract that has been successfully commissioned during the last 7 years prior to the original Bid Closing Date of this tender.
- 1.1 Experience of having successfully executed one similar EPCM job as mentioned in Para 1.0 above of value not less than **Rs. 3.00 Crore (Rupees Three Crore only)** by the bidder in the last 7 (seven) years to be reckoned from the original Bid Closing date of this tender.

**Note:**

- a) Bidders are required to ensure that the value of completed job indicated by them is exclusive of Service tax. Accordingly, the completion certificate submitted by the bidder shall separately indicate the service tax amount included in the value of completed job OR a separate certificate from the respective client, mentioning the service tax amount if any, included in the value of completed job under consideration should be submitted by the bidder.
- b) In case Service Tax amount/component is not specified in the submitted completion certificate, then the amount equivalent to rate of applicable

Service Tax for the subject work shall be deducted from the value of completed job mentioned in the completion certificate to arrive at the value of the completed job without Service Tax.

1.2 Bid will be rejected if not accompanied with adequate documentary proof(s) in support of experience(s) as mentioned in Para A (1.0), A(1.1) in the form of -

- i) In case of contractor executing jobs in OIL, copy of Certificate of Completion (COC)/Certificate of Final Payment of jobs successfully completed during last 7(seven) years from the original Bid Closing Date, showing gross value of job done.

OR

- ii) Copy of Completion Certificate of experience [from the client(s) to whom EPCM services were rendered by the bidder] shall be submitted along with the bid in the organizational letter pad of the client (whose job was executed by the bidder) during the last 7(seven) years from the original Bid Closing date, specifying -

- (a) Brief description of work
- (b) Value of the contract
- (c) Contract period (in months)
- (d) Actual completion period (in months)
- (e) Year of completion

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

3.0 Bids from Consortium and Joint Venture (JV) are not permitted against this Tender.

**B. FINANCIAL:**

1.0 **Annual Financial Turnover :** The bidder must have annual financial turnover of at least of **Rs. 1.20 Crore (Rupees One Crore Twenty Lakh only)** in any one of the preceding 03 (three) Financial/Accounting years from the original Bid Closing Date (BCD) as per the Audited Annual Reports.

**Note 1:**

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

- 2.0 **Net Worth:** The Financial Net Worth of the bidder must be positive for the preceding Financial/Accounting Year to be considered from the original Bid Closing date.
- 3.0 **Working Capital:** The Working Capital of the bidder must be **Rs. 60.00 Lakh (Rupees Sixty Lakh only)** in the preceding Financial/Accounting year from the original Bid Closing Date.

**Note 2:**

1. Working Capital shall be calculated as current assets minus current liabilities as reported in the audited balance sheet.
2. In case the bidder's working capital is inadequate, the bidder shall supplement this with a letter from his bank confirming the availability of line of credit to meet the shortfall in specified working capital requirement.
3. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial /accounting year are not available with bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting years will be considered. In such cases, the Net Worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year ..... (*As the case may be*) has actually not been audited so far (upto the bid submission date).

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

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

OR

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

- 4.0 **Duration of Contract Period:** The duration of this Consultancy Service shall be of 30 (Thirty) months [29 (twenty nine) months for project completion and additional 01 (one) month for contract/project closure activities] period from the date of Issue of LOA to the successful bidder. Offers with completion schedule longer than the above time period shall be rejected.

### C. COMMERCIAL - BID SUBMISSION

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

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

- 2.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- 3.0 Bids with shorter validity period will be rejected as being non responsive.
- 4.0 During the Online submission of the bid, a scanned copy of the Bid Security shall be uploaded as a part of the Technical Bid. The validity period and amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. **The Original Bid Security shall however be forwarded to Office of the “DGM(Projects-C&P), Projects Department, Oil India Limited, Duliajan-786602, Assam”** which should reach the said office on or before 11.00 Hrs.(IST) on the bid closing date, otherwise Bid will be rejected.
- 5.0 The Integrity Pact is applicable against this Tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed as per Proforma IV of the bid document. This Integrity Pact Proforma has been duly signed digitally by OIL’s competent signatory. The Proforma has to be returned by the bidder (along with the

Technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who signed the Bid.

- 6.0 No bid can be submitted after the submission deadline is reached. The system time displayed on e-procurement web page shall decide the submission deadline.
- 7.0 Bid received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 8.0 Bid should be submitted online up to 11:00 Hrs. (IST) (Server Time) on the date as mentioned and will be opened on the same day at 14:00 Hrs. (IST)(Server Time) at Office of the GM(Contracts), Oil India Ltd., Duliajan in presence of authorized representative of the bidder.
- 9.0 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 10.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative.
- 11.0 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.
- 12.0 Bidders shall bear, within the quoted rates, the personal tax as applicable in respect of their personnel and sub-contractor's personnel, arising out of execution of the contract.
- 13.0 Bidders shall bear, within the quoted rate, the corporate income tax as applicable on the income from the contract.
- 14.0 Any bid containing false statement will be rejected.
- 15.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of bidding document; otherwise the bid will be summarily rejected.
- 16.0 Bidder must accept and comply with the following clauses as given in the Tender Document in toto failing which offer will be rejected –
  - (i) Performance Security Clause

- (ii) Force Majeure Clause
- (iii) Tax Liabilities Clause
- (iv) Arbitration Clause
- (v) Acceptance of Jurisdiction and Applicable Law Clause
- (vi) Liquidated damage cum penalty Clause
- (vii) Termination Clause
- (vii) Liability Clause
- (ix) Withholding Clause
- (x) Integrity Pact Clause

**D. GENERAL:**

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

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

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

- 1.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy

between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

- 2.0 The bidders must quote their charges/rates in the manner as called for vide Price Schedule in the **Part-3 Section - III, “Schedule of Rates & Payment”**.
- 3.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the Price Schedule in Part-3, Section – III, “Schedule of Rates & Payment” by taking into account the summation of the following:

**TOTAL CONTRACT COST,**

**Total Price(T) = [(I)+(II)+(III)+(IV)+(V)+(VI)+(VII)+(VIII)+(IX)+(X)]+(XI)}**  
**Where,**

- i) Total Charge for item no 10: 5.0% of the total contract cost “T” – (I)
  - ii) Total Charge for item no 20: 10.0% of the total contract cost “T” – (II)
  - iii) Total Charge for item no 30: 5.0% of the total contract cost “T” – (III)
  - iv) Total Charge for item no 40: 5.0% of the total contract cost “T” - (IV)
  - v) Total Charge for item no 50: 3.0% of the total contract cost “T” - (V)
  - vi) Total Charge for item no 60: 5.0 % of the total contract cost “T” - (VI)
  - vii) Total Charge for item no 70: 7.0% of the total contract cost “T” - (VII)
  - viii) Total Charge for item no 80: 50.0% of the total contract cost “T” - (VIII)
  - ix) Total Charge for item no 90: 5.0% of the total contract cost “T” - (IX)
  - x) Total Charge for item no 100: 5.0% of the total contract cost “T” - (X)
  - xi) GST as applicable shall be loaded by OIL – (XI)**
- 4.0 Granting of Purchase Preference to central PSUs: Purchase preference facilities to central Public Sector enterprises presently not applicable.

**End of Part - 2**

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**Part-3, Section-I**  
**GENERAL CONDITIONS OF CONTRACT**

**1.0 DEFINITIONS:**

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

- (a) "Contract" means agreement entered into between Company and contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "Contract Price" means the price payable to contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "Work" means each and every activity required for the successful performance of the services described in Section-II, the Scope of Work / Terms of Reference;
- (d) "Company" means Oil India Limited (OIL);
- (e) "LSTK Contractor" means the individual or firm or Body incorporate performing the construction works.
- (e) "EPCM" means the individual or firm or Body incorporate performing the work under this Contract;
- (f) "Contractor's Personnel" means the personnel to be provided by the contractor to provide services as per the contract;
- (g) "Company's Personnel" means the personnel to be provided by OIL or OIL's contractor (other than the Contractor executing this Contract). The company representatives of OIL are also included in the Company's personnel.
- (h) "Services" means the work specified in Part 3, Section-II, and all other obligations to be complied with by Contractor pursuant to and in accordance with the terms of the contract.
- (i) "Specification" means the description of the Services and/or Equipment set out in Part 3, Section-II.
- (j) "EPCM Contractor, EPCM Consultant, Consultant, Engineering Consultant, Bidder" means "the successful bidder" for the subject tender

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

2.1 **EFFECTIVE DATE:** The contract shall become effective as of the date the Company notifies the Contractor in writing that it has been awarded the Contract i.e. with effect from the date of issue of Letter of Award (LOA) of the Contract.



2.2 **MOBILISATION TIME**: The Kick-off Meeting shall be held at Duliajan (Assam) within a **maximum period of 14 days from the date of issue of Letter of Award (LOA)**. Contractor shall depute their personnel for attending the Kick-Off Meeting at Duliajan within 14 days from **the date of Letter of Award (LOA)**. Mobilisation shall be deemed to be completed when Contractor's personnel arrive at Duliajan for the Kick-Off meeting within 14 days from **the date of Letter of Award (LOA)**. **In the event of delay on the part of the Contractor to depute their personnel for the Kick-Off Meeting, Liquidated Damage (LD) as per Clause No. 17.0 hereunder will be applicable.**

2.3 **COMPLETION TIME OF CONTRACT**: The duration of the Consultancy service shall be **30 months** from the date of issue of Letter of Award (LOA). In the event of delay on the part of the Contractor to complete the project within the stipulated period of **30 months**, Liquidated Damage (LD) as per Clause No. 18.0 hereunder will be applicable.

**3.0 GENERAL OBLIGATIONS OF CONTRACTOR**: Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

3.1 Perform the work described in the Scope of Work / Terms of Reference (Section II) in most economic and cost effective way.

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

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

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

3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as company may consider necessary for the proper fulfilling of contractor's obligations under the contract.

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

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

4.2 Allow Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

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

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

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

5.2 The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. Upon Company's written request, contractor, entirely at its own expense, shall remove within a maximum period of 7(seven) days, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company.

5.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan/ field site, en-route/local boarding, lodging & medical attention, Safety & Security etc. Company shall have no responsibility or liability in this regard.

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

**6.0 GUARANTEE, WARRANTY AND REMEDY OF DEFECTS:**

6.1 Contractor warrants that it shall perform the work in a professional manner and in accordance with their 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 Technical Specifications. They should comply with the instructions and guidance which Company may give to the Contractor from time to time.

6.2 Should Company discover at any time during the tenure of the Contract or within 12 (twelve) months after completion 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 subject to a maximum of the Contract value payable for the defective work which needs corrective action which the Contractor must pay promptly. In case Contractor fails to perform remedial work, the Performance Security shall be forfeited.

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

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

person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance with prior permission from Company. However, nothing hereinabove contained shall deprive the Contractor of the right to use or disclose any information:

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

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

7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company. However, the above obligation shall not extend to information which:

- i) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company ;
- ii) is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public;
- iii) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company;
- iv) is developed by Contractor independently of the information disclosed by Company which should be shared with the Company;
- v) Contractor is required to produce before competent authorities or by court order subject to prior permission from Company;

## **8.0 TAXES, DUTIES & LEVIES:**

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

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

8.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. Other than the information provided by the Contractor, the Contractor shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Company shall indemnify the Contractor for all claims, expenses, costs or losses of any nature arising from such inaccuracy. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

8.4 Prior to start of operations under the Contract, the Contractor shall furnish the company with the necessary documents, as asked for by the company and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the contractor.

8.5 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and Company will issue TDS Certificate to the Contractor as per the provisions of Income Tax Act.

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

8.7 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by contractor shall be borne by the Contractor.

8.8 **Service Tax:** The price excludes Services Tax and the service tax as applicable shall be to the Company account. The Service tax amount on the taxable part of the services provided by the Contractor shall be paid by the Company as per provisions of the Service Tax Act. The price offer for the subject work shall exclude service tax. The bidder shall indicate in its bid the Service Tax registration no. and in case the Service Tax registration no. is not obtained, the bidder will give confirmation for obtaining registration with a copy of application for registration. The total contract value for award of job to consultant by owner will be determined by considering the prevalent service tax rate at the time of award. Upon award of work, Service tax shall be paid by the owner to the contractor at the rate mentioned in the LOA in accordance with the provisions of Rule 4A of the Service Tax Rules 1994 which state that each invoice shall be serially numbered and shall contain the following details:

1. The name, address and registration number of the service provider.
2. The name and address of the recipient of the taxable service.
3. Description, classification and value of taxable service provided and
4. The Service Tax and Cess payable on such services.

The above details are required to enable Owner to claim CENVAT credit on Service Tax paid. In case contractor does not furnish such invoices enabling the owner to claim CENVAT benefit, then such amount shall not be paid to the contractor irrespective of the payment of

such amount by the contractor to the Tax authorities. However, the contractor's liability shall be limited to furnishing of CENVATABLE invoices.

b) Statutory variation on Service Tax (as payable to the bidder) as applicable for the category/service shall be to Owner's account up to the contractual completion period.

## **9.0 INSURANCE:**

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

9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others except when tools/equipment are below Rotary Table or in the well bore :

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Employer's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this contract.
- d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) except when tools / equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/ equipment.
- e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
- f) Public Liability Insurance as required under Public Liability Insurance Act 1991, if applicable.

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

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

9.5 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance

required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.

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

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

#### **10.0 CHANGES:**

10.1 During the performance of the work, Company may make minor change to take care of any supplementary 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.

10.2 If any changes result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of rates (Section III). 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 13.0 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.

#### **11.0 FORCE MAJEURE:**

11.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed 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.

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

11.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence, both parties shall have no obligation. 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. Time for performance of the relative obligation suspended by 'Force Majeure' shall then stand extended by the period for which such cause lasts.

## **12.0 TERMINATION:**

12.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** The contract shall be deemed to have been automatically terminated on expiry of the duration of the Contract or the extension period, if exercised by Company under the provision of the Contract.

12.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE** - Either party shall have the right to terminate the Contract on account of Force Majeure as set forth in Para 11.0 above.

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

12.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE-** If the Company considers that, the performance of the Contractor is unsatisfactory, or not 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,

12.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT-** In case the Contractor's rights and / or obligations under the 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 the Contract.

12.6 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractor 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.

12.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract up to the date of termination including the De-mob cost, if any.

12.8 **CONSEQUENCES OF TERMINATION** - In all cases of termination herein set forth, the obligation of the Company to pay for Services as per the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

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

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

### **13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:**

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

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

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

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



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

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

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

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.  
  
In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.
10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.

11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

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

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

**14.0 NOTICES:**

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

**Company**

**a) For Contractual Matters**

DGM (Projects-C&P)  
Projects Department  
OIL INDIA LIMITED  
PO DULIAJAN - 786602  
ASSAM, INDIA  
Email: prodproj@oilindia.in

**b) For Technical Matters**

Mr A Dasgupta  
DGM (Projects)  
Projects Department  
OIL INDIA LIMITED  
PO Duliajan - 786602,  
Assam, India  
Email: prodproj@oilindia.in

**c) Contractor**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fax No. :

E-mail :

Tel No. :

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

**15.0 SUBCONTRACTING/ASSIGNMENT:**

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

**16.0 MISCELLANEOUS PROVISIONS:**

16.1 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.

16.2 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.

16.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.

16.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation/termination/retirement of the personnel in which case the replaced person should have equal experience and qualification which will be again subject to approval by the Company.

**17.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION OF PERSONNEL FOR KICK OFF MEETING:**

17.1 In the event of Contractor's default in timely Mobilisation of their Personnel for Kick-Off Meeting under the provision of this contract within the stipulated period, the Contractor shall be liable to pay liquidated damages at the rate of 0.5% of the total contract value per week or part thereof of delay subject to maximum of 7.5%. Company may without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any amount due to the contractor. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilisation period till the completion of mobilisation.

17.2 Both Contractor & Company agree that the above percentages of liquidated damage is genuine pre-estimates of loss /damage, which the Company would have to suffer on account of delay/breach on the part of the Contractor and the said amount will be payable on demand without there being any proof of the actual loss /or damage caused by such delay/breach. Decision of the Company in the matter of applicability liquidated damage shall be final & binding on the Contractor.

17.3 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to adhere to the mobilisation schedule of the contract.

**18.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY COMPLETION OF PROJECT:**

18.1 In the event of Contractor's default in timely completion of the project under the provision of this contract (as per sub-clause 2.3 of Section I) due to reasons attributable to Contractor, the Contractor shall be liable to pay liquidated damages at the rate of 0.5% of the total contract value per week or part thereof of delay subject to a maximum of 7.5%. The Company may without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any amount due to the contractor.

18.2 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to Complete the work within the stipulated period. In the event of non-completion of the jobs as per the provisions of this contract, the company reserves the right to claim back the amount already paid to the contractor. Any part/phase completion, barring the final phase, will be regarded as non-completion of the contract and loss of time & cost to the company.

18.3 However, the maximum amount of Liquidated Damages for both delay in Mobilisation and delay in completion of project combined shall not exceed 7.5% of total contract value.

**19.0 PERFORMANCE SECURITY:** The Contractor shall furnish to Company a Performance Security for an amount equivalent to 10% of the annualized Contract value for successful completion & covering the defect liability period with validity of 15 (fifteen)

**months beyond the Contractual period.** The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. **In the event of extension of the Contract period, validity of the bank guarantee shall be suitably extended by the Contractor.** The bank guarantee will be discharged by Company not later than 30 days following its expiry.

**20.0 ASSOCIATION OF COMPANY'S PERSONNEL:** Company's engineer will be associated with the work throughout the project. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and provide Company with a standard of work customarily provided by reputed international companies in the petroleum industry.

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

**22.0 LIABILITY:**

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

22.2 Neither Company nor its servants, agents, nominees, assignees, contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its contractors or subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

22.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of the Contractor and/or of its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract limited to the Contractor's liabilities agreed to under this Contract.

22.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the Contractor and /or of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract limited to the Contractor's liabilities agreed to under this Contract.

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

22.6 Neither Contractor nor its servants, agents, nominees, assignees, contractors, 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.

22.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and /or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of Company and/or its contractors, sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.

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

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

- (a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

- (b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.
- (c) Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

#### **24.0 INDEMNITY AGREEMENT:**

24.1 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.

24.2 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.

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

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

26.1 Company shall pay to Contractor, during the term of the contract, the amount due calculated according to the schedule of rates and schedule of payment set and in accordance

with other provisions hereof. No other payments shall be due from Company unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.

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

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

26.3 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.

26.4 Contractor shall raise invoices for release of payment under the Contract as per Schedule of Rates of the Contract.

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

26.6 Invoice for reimbursable charges related to the contract will be accompanied by documents supporting the cost incurred.

26.7 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.

26.8 Company shall within 20 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. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in sub-clause **26.3** above.

26.9 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.

26.10 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based upto 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.



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

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

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

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

- i) Order issued by a Court of Law in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.

- iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
- iv) Any payment due from Contractor in respect of unauthorized imports.

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

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

## **28.0 APPLICABLE LAW:**

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

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

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

- n) Environment Protection Act
- o) Public Liability Act

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

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

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

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

**END of Part – 3, Section– I**

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**Part – 3, Section - II**  
**SCOPE OF WORK & TERMS OF REFERENCE**

**A. PROJECT DESCRIPTION**

**1.0 INTRODUCTION**

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

Oil India Limited is proposing to lay a 40 KM (approx.) long Natural Gas pipeline starting from Baghjan to Madhuban, Duliajan. The proposed Baghjan to Duliajan gas Pipeline is in addition to the existing 400 MM NB gas pipeline. The new gas pipeline is proposed as the existing 400 MM pipeline is running on almost full capacity and the projected gas production from the Baghjan area will reach a plateau limit of 4.5 MMSCMD by 2019-2030 with peak production at 5.134 MMSCMD of natural gas. The new pipeline shall be laid in the OIL's existing ROW as far as possible (refer Annexure – I). The ROW is 18 Meter wide and already 2 (two) nos. of pipelines viz. one 400 MM NB gas pipeline and one 200 MM NB crude oil pipeline are already laid in the ROW and are in operation. One more 400 MM NB gas pipeline is being laid from Loc. HNE, Makum (Chainage 21000 M, approx. from Baghjan) to Madhuban (Chainage 38700 M, approx. from Baghjan) in the existing ROW. Available ROW width for laying of the 40 KM (approx.) long Natural Gas pipeline is 9.0 Meter (approx.) (refer Annexure – II)

**1.2 SYSTEM DESCRIPTION**

The Pipeline has to be laid underground with a minimum cover of 1.2 meter or as per standards from the top of the coated pipeline. A detail survey has to be carried out to study the ROW for necessary road, railway, river, water body crossings etc. The mode / method of crossings have to be designed accordingly. Restrictions in the ROW corridors are expected to be encountered and need to be taken note. Three layers PE coating is preferred as anticorrosion external coating for the buried pipeline. Further, Cathodic Protection to be provided against any fault in the corrosion coating by Impressed Current Cathodic Protection System / latest available technology for the total pipeline upon completion of total laying job. Study on implementation of Cathodic protection in the proposed gas pipeline along with the existing pipelines in the ROW which are not Cathodically protected has to be carried out. The pipeline

design shall have all features of prevailing practices including Centralized SCADA monitoring and control of various pipeline parameters integrated with OIL's existing system at CGGS, Madhuban and upcoming GGS at Baghjan.

### **1.3 SALIENT DETAILS**

#### **1.3.1 PIPELINES**

- (i) Laying and installation of Natural Gas pipeline spanning 40 KM (approx.), and associated facilities.
- (ii) The scraper Launcher, Receiver and associated facilities shall be provided at suitable distances to facilitate all kinds of Pigging.
- (iii) The pipeline shall be protected by 3-Layer PE external coating. Cathodic protection shall be designed and installed simultaneously with the laying of pipeline.
- (iv) The Sectionalizing Valve (SV) stations shall be provided in accordance with the requirements of the code such as ASME B 31.8 etc in order to sectionalize various sections of the pipeline. These valves shall be full bore Ball valves with stem extension, as per requirement and manufactured in accordance with API 6D or equivalent code.
- (v) The Insulating Joints shall be provided at transition point of above ground and underground portion of the pipeline for electrical isolation.
- (vi) All pipelines and associated systems shall be designed, constructed and tested as per latest edition of ASME B31.8, and other relevant applicable codes.

#### **1.4 DISPATCH TERMINAL**

The dispatch terminals will be located at EPS / GGS Baghjan with pigging facility.

#### **1.5 TAP OFF**

Tap-off will be provided for supply / sourcing of Natural Gas to/from the nearby gas grids at Loc. HNE, Makum. Apart from these, Tap offs will also be provided at SV/IP stations as per requirement.

#### **1.6 SV/IP STATIONS**

SV and IP stations are to be provided as per requirement and optimally spaced.

#### **1.7 RECEIPT TERMINAL**

Gas receipt terminal will be at CGGS, Madhuban and shall be broadly provided with the following:

- (i) Pig receiving arrangement.
- (ii) Tap-off points wherever required.
- (iii) Metering facilities.

#### **1.8 INSTRUMENTATION, CONTROL SYSTEM AND SCADA**

Suitable Instrumentation and Control system should be installed for smooth operation of the pipeline. The work involve following, but not limited to:

Installation of SCADA & APPS including Leak Detection System (LDS) and integration the same with the existing SCADA system OIL. Details of existing

SCADA system will be provided to successful bidder during engineering. Please find details of SOW for SCADA as per Annexure A.

However, the actual pipeline system shall be designed by the successful bidder during detailed engineering stage.

## **B. CONSULTANT'S SCOPE OF WORK**

### **1.0 INTRODUCTION**

Oil India Limited intends to implement installation of 40 KM (approx.) long Baghjan to Duliajan Natural Gas Pipeline Project. The Engineering Procurement Construction Management Consultant (EPCM) is being appointed for executing the project right from Design to Commissioning & project close out on total and single point responsibility basis. This section is to be read in conjunction with part A (Project Description). The EPCM will be the "Engineer-In charge" for the said Project. The scope of work of the EPCM is broadly defined under the following heads but not limited to:

- (i) Design & Detail Engineering including review of preliminary survey maps, other technical documents, etc.,
- (ii) Hydraulic study.
- (iii) Pressure drop and gradient profile for the pipeline
- (iv) Development of ROW map after detail survey through survey agency(s) hired by EPCM. Identification of existing pipelines in the ROW and their marking.
- (v) Planning of detailed activities & Scheduling.
- (vi) Procurement services including identification of packages, preparation of Tender documents for equipment, materials & construction contractor (s), invite bids, evaluation of bids, submit technical, commercial & award recommendations, assist OIL during negotiations, prepare draft LOAs for issuing award letters by OIL, assist OIL during Contract finalizations between OIL & selected parties and any other services as required for completion of the project, Customs Clearance and Transportation of material/ equipment to site, storage at site, handing over to contractors at site etc. EPCM has to follow OIL's C&P Procedure for all purchases.
- (vii) The above also includes but not limited to Tendering and awarding of Construction Contractors for packages such as Geo-technical survey, Pipeline laying, CP works, electrical, Instrumentation /SCADA works etc.
- (viii) Study on implementation of Cathodic protection in the proposed gas pipeline along with the existing pipelines in the ROW which are not Cathodically protected.
- (ix) Inspection/ Expediting of equipment/Material being manufactured by vendor / contractors supplied items including FAT and SAT.
- (x) Arrangement & Management of Construction Stores, store Accounting of materials.
- (xi) Construction Management & Supervision.

- (xii) Pre-commissioning and Commissioning of Pipeline system.
- (xiii) Project Cost Control, Management & Monitoring.
- (xiv) Risk Management of the project along with the detailed Risk analysis (Qualitative as well as Quantitative). The Risk Management Plan (RMP) & Disaster Management Plan (DMP) is also to be prepared by EPCM.
- (xv) Health & Safety Management.
- (xvi) Certification and forwarding the supplier's/ contractor's bills to OIL within the stipulated time.
- (xvii) Project closeout including closing of Purchase orders and contracts.

EPCM 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. The Detail scope of work of EPCM is outlined below. However, the list is not exclusive/exhaustive and limited. EPCM 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 EPCM.

## **2.0 GENERAL SCOPE (following are the broad scope, but not limited to these)**

Scope of services shall be, but not limited to, as follow:

- (i) Detail survey of ROW by EPCM or through survey agency(s) hired by EPCM. Identification of existing pipelines in the ROW and their marking and development of ROW map.
- (ii) Basic Engineering & Hydraulic Study.
- (iii) Preparation of drawings, Material Requisitions and Project Document Index.
- (iv) Carryout all necessary calculations and conduct all appropriate design procedure and analysis, as required, for optimizing the sizing and selection of the line size, etc. and specification of material.
- (v) Identify all the interface points/battery limits and incorporate them in relevant drawings and documents.
- (vi) EPCM shall provide all technical documents/ liaisoning assistance with statutory authorities like MOEF (Ministry of Environment & Forest), Forest authorities, railways, irrigation, National/ State highways, as applicable, for obtaining various statutory permissions.
- (vii) Prepare overall design basis.
- (viii) Preparation of Material Take-offs (MTO) and Material Requisition (MR)
- (ix) Preparation of item wise cost estimate for each Material Requisition and tenders.
- (x) Forwarding recommendations as per Checklist.

- (xi) Preparation of tender documents, invite bids, evaluation of un-priced/ price bid, recommendation for award of job as per OIL's C&P procedure and assistance during negotiations, if situation arises.
- (xii) Preparation of letter of award, work orders/purchase orders, contract documents/ agreements, purchase requisition (PR).
- (xiii) Review and approval of design/drawings/ documents for manufacturing or construction submitted by vendors/ contractors/ suppliers.
- (xiv) Quality Assurance and Quality control.
- (xv) Construction supervision including certification of contractor's bills.
- (xvi) Review and approval of 'As Built Documents/Drawings' and other construction related documents.
- (xvii) During construction, EPCM shall maintain all records of RoW obstruction/ hindrances with due justifications.
- (xviii) EPCM shall provide closing statements for all order/contract. The EPCM has to develop a format for the same.

### **3.0 ENGINEERING**

#### **3.1 PROCESS DESIGN**

This will comprise of but not limited to the following and delivered to OIL both in hard and editable soft forms:

- (i) Process Design Basis including Process Description, Operation & Control Philosophy
- (ii) Equipment process data sheets
- (iii) Equipment list
- (iv) Process flow diagrams
- (v) Piping and Instrumentation Diagrams (P&IDs)
- (vi) HAZOP study
- (vii) Instrument list and data sheets
- (viii) Utilities requirement and their specifications
- (ix) Piping material specifications
- (x) Line schedule

#### **3.2 PIPELINE / PIPING (Specification) for all pipeline laying/ civil/ mechanical and related works)**

- (i) Preparation of Design basis
- (ii) Prepare all the pipeline/piping drawings required for construction, including alignment sheets, Crossings along the pipeline route, etc.



- (iii) Prepare specifications for line pipe, materials.
- (iv) Prepare tender specifications for line pipe, etc.
- (v) Prepare composite tender for pipeline laying including HDD crossings, if any.
- (vi) Prepare equipment layouts.
- (vii) Prepare General Arrangement Drawings.
- (viii) Perform pipeline stress analysis to determine the system flexibility.
- (ix) Prepare material requisitions and purchase requisitions.
- (x) Review vendor/contractors documents.

### **3.3 ELECTRICAL**

- (i) Prepare design basis
- (ii) Prepare electrical load details for dispatch/receiving terminals /intermediate tap-off and CP/SV/Intermediate pigging stations (as applicable).
- (iii) Selection / recommendation of suitable power sources at CP/SV/IP stations (as applicable) wherever required.
- (iv) Review of soil resistivity reports prepared by the contractors.
- (v) Prepare specifications for cathodic protection system, both TCP & PCP.
- (vi) Prepare data sheets and material take-off.
- (vii) Prepare material requisitions and purchase requisitions.
- (viii) Prepare tender specifications for electrical and CP works.
- (ix) Review vendor/contractors documents.
- (x) Prepare area classification drawing.

### **3.4 MECHANICAL**

- (i) Mechanical Design Basis
- (ii) Prepare equipment data sheets and material take-off.
- (iii) Prepare material requisitions and purchase requisitions.
- (iv) Prepare tender specifications for mechanical works
- (v) Review vendor/ contractors documents.
- (vi) Layout, General Arrangement Drawings and design of piping for various stations like IP/SV/ Dispatch/Receipt stations (as applicable),
- (vii) Data sheets for all accessories/spares related to items/works detailed in the tender documents.
- (viii) Detailed technical specifications for all mechanical related items.

**3.5 INSTRUMENTATION & SCADA**

- (i) Prepare design basis including requirement of existing and proposed Instrumentation system based on site visit if required.
- (ii) Prepare material requisitions and purchase requisitions.
- (iii) Prepare tender specifications for Instrumentation work.
- (iv) Review vendor /contractors document.
- (v) Prepare Instrumentation / SCADA interface drawings/document.
- (vi) Review and approve all engineering and FAT documents.
- (vii) Prepare FAT/SAT procedure
- (viii) Carry out Factory Acceptance testing.
- (ix) Carry out site acceptance testing
- (x) Trail Run of the system.
- (xi) Overall package supervision and commissioning of Instrumentation system and integration
- (xii) Commissioning Co-ordination with instrumentation, civil, composite work, electrical, CP & Instrumentation system vendors for overall SCADA requirement.

**3.6 INSTRUMENTATION**

- (i) Prepare P&IDs and control philosophy for SCADA compatibility
- (ii) Prepare design basis.
- (iii) Finalize instrument data sheets and prepare material take-off.
- (iv) Prepare matching Instrumentation and SCADA philosophy.
- (v) Prepare system specifications, material requisitions and purchase Requisitions.
- (vi) Prepare FAT and SAT test plans and procedure documents.
- (vii) Prepare the drawings required for construction.
- (viii) Provide assistance during integration and commissioning of SCADA, if required.
- (ix) Prepare Instrumentation & SCADA interface drawings/ documents.

**3.7 GENERAL CIVIL**

- (i) Review of soil investigation reports prepared by contractors
- (ii) Preparation of specifications for geo-technical survey or any other surveys required and carryout survey through contractor if required.
- (iii) Prepare the design basis including requirements for fire fighting and safety aspects.
- (iv) Prepare plot plans including Layouts for dispatch / receiving terminals, SV /IP stations (as applicable).

- (v) Prepare area drawings.
- (vi) Prepare material requisitions and purchase requisitions.
- (vii) Prepare material take-off.
- (viii) Prepare tender specifications for general civil works.
- (ix) Review vendor/contractors documents.
- (x) Prepare & issue drawings required for construction.
- (xi) All Civil works related with Intermediate Pigging stations (IP)/ Cathodic Protection Stations (CP), Dispatch / Receiving stations and Sectionalizing Valve Stations (SV).
- (xii) All the civil construction works related to IP/ CP/ SV / dispatch/ receipt stations (as applicable) are to be included by the EPCM in the work package of composite pipeline laying contract.

### **3.8 SAFETY**

- (i) EPCM will be responsible for carrying out HAZOP study during detail engineering, construction & commissioning and ensure that all design changes required to be incorporated during construction have been taken care.
- (ii) EPCM will be responsible for preparing the Disaster Management Plan, Onsite and Offsite Emergency Action Plan, Safety Manual, Environmental Protection Measures and submit the same to OIL before commencement of commissioning of the pipeline system.
- (iii) EPCM is required to provide information for safety pamphlets, Do's & Don'ts etc., required to be distributed to statutory authorities, villagers and display at construction sites during construction. EPCM has to develop Site Safety Manual prior to start of different jobs at site.
- (iv) EPCM is required to provide information for display of safety board /posters for placing them during construction and operational phase of pipeline.
- (v) EPCM shall formulate Health, Safety and Environmental policy for the Project in line with OIL's HSE policy.
- (vi) EPCM will ensure that all safety measures are followed and deviation is taken in adopting safety standards, at any cost during construction / execution of works by Contractors.
- (vii) EPCM shall be responsible 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. EPCM shall compile the safety requirement on contractors.
- (viii) EPCM shall engage safety officers with appropriate staff support whose responsibility is to monitor all safety activities on the job and report his findings.

- (ix) EPCM has to carry out site safety planning prior to award of construction contracts or start of site work. EPCM shall plan job safety requirement in conjunction with contractors.
- (x) The EPCM shall prepare the Onsite & Offsite Emergency Action Plan for Site apart from preparing Disaster Management Plan in line with the requirements of OIL.
- (xi) EPCM 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.
- (x) EPCM has to approve the SOPs prepared by different works contractors for execution carrying out various jobs / operations.

#### **4 PROCUREMENT SERVICES**

##### **4.1 PURCHASE**

The EPCM will be responsible for preparing the Tender documents for all the Purchase and Work Orders. 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 “Contracts and Procurement Procedure” and Notification / guidelines being issued by Ministry, Government of India, Central Vigilance Commission etc from time to time. The envisaged activities include:

- (i) Preparation of various/multiple tender documents including technical and commercial parts. Floating tender inquiries (in newspapers / OIL website, etc.) as per the latest guide lines including formulation of Bid evaluation criteria. All tenders are required to be published on OIL/ web sites.
- (ii) Issue ICB/ domestic enquiries to the bidders as the case may be.
- (iii) Intimation to prospective bidders drawing their attention to the tender; organizing pre-bid conference and clarifying to prospective bidders. Necessary clarification to prospective bidders shall be provided by the EPCM Contractor with intimation to OIL.
- (iv) Bids (techno-commercial & priced) from vendors and contractors shall be received and opened at OIL’s office. Initially only techno-commercial bids shall be opened which shall be evaluated and tabulated by EPCM on quotations comparison sheet for technical compliance. EPCM shall organize requisite pre-bid, post-bid meetings in consultation with OIL and in presence of OIL’s representative for expeditious replies from Contractors to the techno-commercial queries. The EPCM shall prepare TQ’s, obtain the replies and forward the recommendations based on this and together with copies of all related correspondences forward to OIL with recommendations on the technically and acceptable offer.
- (v) On receipt of EPCM’s recommendations on technical evaluation of the bids received against the tender, OIL shall arrange for obtaining necessary approval from OIL’s competent authority for opening the priced bids of the technically qualified bidders.

- (vi) After receipt of approval for opening of priced bids of technically qualified bidders, OIL shall intimate the technically qualified bidders for attending the priced bid opening. Priced bids shall be opened at OIL's office at Duliajan in presence of representatives from EPCM and technically qualified bidders within one week of intimating the bidders. Bids of the technically disqualified bidders shall not be opened.
- (vii) On receipt of EPCM's recommendations on final commercial evaluation of the bids received against the tenders, OIL shall arrange for obtaining necessary approval from OIL's competent authority for awarding the Contract/Order to vendors and contractors. On receipt of necessary approval, EPCM shall prepare draft Purchase Order/Work Order /LOA for issuance by OIL to the Contractor/Vendor awarding the Contract/Order to selected vendors and contractors and enter into an agreement with them. EPCM will formulate the Contract agreement for all these orders and contracts.
- (viii) EPCM shall assist OIL in issuing Recommendatory Letter to Directorate General of Hydrocarbon (DGH), New Delhi for Essentiality Certificate for imported items as applicable. Although customs clearance shall be the responsibility of the Contractors/Suppliers, if necessary, EPCM shall assist them in clearing the goods through customs authority. EPCM shall also assist in obtaining other required documents /certificates/licenses from Govt. authorities for availing the benefit available to OIL towards supply of goods including Nil Customs duty, Excise duty exemption.
- (ix) The EPCM Contractor will make necessary documentation in prescribed formats for statutory approvals like DGMS approval, Permission/approval from other statutory bodies. The EPCM shall have to ensure that all the statutory approval/certificates are obtained before commissioning of the Plant is deemed to be completed.
- (x) Prepare purchase status reports and Monitor procurement progress.
- (xi) Approval of supplier Drawings / Engineering details/ Designs in time.
- (xii) Ensuring proper transportation, logistics and material management.
- (xiii) Warranties and Guarantees: EPCM shall obtain from the vendors/suppliers, the best possible warranties and guarantees covering workmanship and materials for the benefit of the OIL and will take all steps to ensure that such warranties and guarantees are enforced (Same shall be within the framework of OIL's C&P procedure). The EPCM shall be completely responsible for all warranties / guarantees related to the design & engineering being done by them.
- (xiv) Enquiries: The EPCM shall assign a central procurement team to manage and conduct the purchase of all equipment and material. Enquiry activities shall be controlled by EPCM. 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 OIL for approval.
- (xv) The cycle time for completion of each intermittent activity for pre- ordering/ post-ordering shall be prepared by EPCM and submitted to OIL at the start of contract and

shall be maintained so as to achieve timely completion of the project as per targeted completion schedule. The same will be highlighted in the Execution Plan to be submitted by EPCM.

- (xvi) Material/ Purchase Requisitions (MR / PR) are to be processed through proper materials management system.
- (xvii) Consultant shall prepare MR in such way that surplus generation is bare minimum.
- (xviii) Consultant shall forward the bills to OIL, duly verified and certified by the Engineer-in-charge for payment, within the stipulated time from the date of receipt.

#### **4.2 MANUFACTURING, INSPECTION & EXPEDITING**

- (i) Granting approval to all drawings / documents submitted by vendor for start & during manufacturing within 2 (Two) weeks of the submission of document by vendor / contractor. They should expedite submission of required drawings, QAP, procedure etc. by vendors in order to expedite the procurement of materials.
- (ii) Establish vendors manufacturing and delivery schedules.
- (iii) Expedite vendors for timely action on sub-contracted items.
- (iv) Qualify and approve vendor's procedures in time for manufacturing.
- (v) Carry out Material identification and marking.
- (vi) Carry out inspection of all items directly Purchased by EPCM /OIL. Carry out Inspection of bought out items of contractor supply, as specified elsewhere in the tender.
- (vii) All charges for domestic inspections / expediting is in the scope of the EPCM
- (viii) Carry out Inspection of items proposed to be used from other stores.
- (ix) Ensure that items procured by contractors are acceptable as per PO specifications and standards.
- (x) Carryout inspection of the items procured through the contractors by professionals of concerned discipline/system from consultant's manpower
- (xi) Witness performance/acceptance tests as applicable.
- (xii) The EPCM should ensure the compliance of the requirements of 3.2 certification.
- (xiii) Expediting the deliveries of material/ equipment.
- (xiv) Prepare periodic inspection and expediting reports.
- (xv) The following shall be applicable for Inspection / tour outside India subject to approval of OIL:
  - a) Stage inspection shall be carried out selectively based on purchase requisition.
  - b) For critical/major items final test including hydro tests, FAT etc. shall be witnessed and certified. However, for components, non-critical/minor equipment and bulk materials acceptance shall be on the basis of review of

relevant test certificates/actual inspection as decided by the inspector in consultation with OIL (Critical/ major items may include Line pipes, sectionalizing valves, etc).

- d) For OIL, EPCM is wholly and fully responsible for all inspection during manufacturing and construction for which EPCM shall issue necessary certificates.
- e) For Tour for inspection, no amount is payable separately by OIL under any heads and shall be included in the lump sum price only.
- (xvi) EPCM shall certify FAT and SAT of various procurement items.
- (xvii) All activities pertaining to Inspection at vendors & contractors works sites shall be the complete responsibility of the EPCM. EPCM is required to issue final “Inspection Release Note”.
- (xviii) The Inspection and test plans (ITP) for material and construction site activities shall be developed by the EPCM and got approved from the OIL. EPCM shall deploy at least 1 Inspector per shift per Pipe Mill and 1 Inspector per shift Per Coating Plant.
- (xix) EPMC shall inspect or depute OIL approved TPI (cost of same has to be borne by EPMC) for the various equipment and material during the various stages of construction and tests at the manufacturer’s works within the country. The list of OIL approved TPI are Lloyds /BVQI /TUV /RITES /IRS /DNV /Tuboscope vetco.

#### **4.3 FACTORY ACCEPTANCE TESTS/ SITE ACCEPTANCE TESTS:**

##### **a) FACTORY ACCEPTANCE TESTS**

EPCM shall witness & certify the Factory Acceptance Tests in the premises of contractor for Instrumentation, SCADA & APPS, Instrumentation system, CP system etc. which shall be carried out by the respective contractors. OIL may depute its representative along with personnel.

##### **b) SITE ACCEPTANCE TESTS**

Respective contractors shall carry out the Site Acceptance Tests of Instrumentation, SCADA & APPS, Instrumentation system, CP system, etc. and the same shall be witnessed & certified by EPCM Consultant at site.

#### **4.4 CUSTOM CLEARANCE AND TRANSPORTATION**

Customs duty for project items and charges towards clearing and forwarding agencies shall be paid by contractors. However consultant shall provide necessary assistance for custom clearance and transportation of materials/equipment.

#### **4.5 CONTRACTING**

The EPCM will be responsible for preparing the Tender documents for all the Work Orders. 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 “Contracts and Procurement Procedure” and Notification / guidelines being

issued by Ministry, Government of India, Central Vigilance Commission etc. from time to time. The envisaged activities include:

- (i) Preparing and floating tender inquiries (in newspapers / OIL website, website etc.) as per the latest guide lines.
- (ii) Prepare Bidder Evaluation Criteria (BEC) & list of contractors for various works for approval of the OIL
- (iii) Prepare Tender documents for all works
- (iv) Release of NIT for publication/Issue Enquiries to the contractors.
- (v) Carry out technical and commercial evaluation of bids and prepare recommendation for approval of OIL.
- (vi) Prepare LOA/Work Order.
- (vii) Prepare contract documents.
- (viii) Prepare tendering status report.
- (ix) Press Advertisement fee expenses would be OIL account.

#### **4.6 COST ENGINEERING**

- (i) Overall Cost estimate of the Project to be submitted to Owner after completion of Engineering and Scope of Tender
- (ii) Assumptions & basis for cost estimate, this cost estimate shall include the preparation of documentation to support the cost estimate. This shall include all factors of major cost-significance. The accuracy of cost estimate shall be within +/-10%.
- (v) Provide assistance in settling all commercial issues with all the vendors/ contractors till the final closeout.

#### **5.0 CONSTRUCTION**

##### **5.1 CONSTRUCTION MANAGEMENT**

- (i) The entire span of 40 KM (approx.) shall be divided into two spreads to adhere to the tight time schedule. The manpower to be deployed for each spread is mentioned in para 9.6. For timely completion of the work, it may be required to have two sub-sections in each spread and shall be managed within the manpower to be deployed for each spread. However, the requirement for additional manpower, if any for extra opening shall be finalized in consultation with OIL and if additional manpower are required to be deployed by EPCM, then the same will have to be agreed by EPCM within the same quoted cost under various SOR/applicable line items.
- (ii) Providing specialized guidance and assistance for development of construction methodology/ job procedures for all construction activities including review and approval of construction procedures and methodology.



- (iii) Review contractor's resources and schedules.
- (iv) Supervision during the surveys and soil investigations if any, when carried out by the contractor(s) during construction phase.
- (v) Prepare and implement all necessary procedures to ensure safety of personnel working in construction activities / field inspection / testing and commissioning.
- (vi) Carry out construction supervision activities based on the approved construction drawings.
- (vii) Inspection Engineers deployed shall check and ensure quality of work, including interpretation of RT/ UT etc. Inspection Engineers shall certify quality of the work through formats.
- (viii) Carryout progress measurement, scrutiny, works certification of contractor's bills for payments. EPCM shall forward bills duly certified for payment to OIL within 7 working days from date of receipt.
- (ix) Deviations, extra items/ works, Change orders, time extension if any, etc. of the contractors shall be analyzed and the recommendations shall be forwarded within 15 days of occurrence for approval of OIL.
- (x) Consultant shall be responsible for proper maintenance and upkeep of the materials. Carry out store management including handing over to OIL, the left over construction surplus materials along with their Inspection Certificates and final drawings and documents.
- (xi) Prepare monthly/weekly progress status reports for all works. As regards to pipelines daily progress report shall also be required in addition to monthly/ weekly reports. All progress shall be duly reviewed and analyzed by consultant, with any reasons for delay, if occurred, shall be provided before forwarding it to OIL.
- (xii) Accident Reports - A report of the circumstances of any significant accidents occurring during execution of the project shall be forwarded to OIL by EPCM.
- (xiii) Claim Reports - A report detailing the Project Manager's assessment of each claim notified by the work Contractors shall be prepared and submitted to OIL.
- (xiv) Carry out QA/QC during construction. Consultant shall use its construction management procedure and review all the QA/QC formats submitted by the execution contractors in order to maintain required quality during construction period.
- (xv) Necessary technical assistance for settlement of extra claims if any, raised by the contractors/ vendors and for arbitration cases shall be provided by EPCM till a period of 15 (fifteen) months after the completion of the project at no extra cost to OIL. Consultant shall be responsible for submission of recommendations with analysis on extra claims raised by the contractors/ vendors. Final acceptance/settlement shall be taken care of by OIL.

- (xvi) For any rectification works during Defect Liability Period of any construction contractor(s) / purchase(s), EPCM shall extend their supervisory / technical assistance to OIL at no extra cost.
- (xvii) RCM shall be responsible for all the activities related to construction work at site including logistic support and liaison with local authorities.

## **5.2 STORES & MATERIAL MANAGEMENT**

EPCM shall be fully responsible for materials management for goods / material purchased from various suppliers. EPCM shall keep proper custody of goods and shall be responsible for losses/damages/shortages, if any, and will report to OIL immediately upon noticing the same for further action. Store shall be located at convenient location near construction sites. The scope of material management services to be provided by EPCM shall include, but not limited to:

- (i) Receive equipment/materials from suppliers and certify their invoices for payment,
- (ii) Inspect the condition of goods received and issue Goods Receipt Voucher,
- (iii) Maintain a record and submit report every 15 days, indicating the stock in store , material in transit, material issued to contractors and balance material to be received as per PO's issued,
- (iv) Issue material for construction to contractors and prepare store Issue Vouchers,
- (v) Receive unused material returned by the contractors and prepare Material Return Note. Modalities of return material shall be well defined by EPCM
- (vi) Prepare reconciliation statements to enable OIL to check and take over balance store, along with requisite inspection certificates/ documents etc.
- (vii) As far as possible the land for store premises shall be provided by OIL. If in any case land is not available with OIL, then EPCM has to identify location and hire land for store premises in consultation with OIL. The hiring cost of land for store premises will be reimbursed by OIL as per actual. However, the requisite services such as loading, unloading, security etc. of material & equipments wherever required shall be arranged by EPCM and cost for the same shall be borne by EPCM. The said store shall be managed by EPCM. Store Infrastructure viz. Furniture, PCs, peripherals, communication facilities including internet, e-mail, telephones etc have to be arranged by EPCM on their own. The expenses for store towards Electricity, Housekeeping, etc. will be have to loaded on the total quoted cost of the EPCM.

## **5.3 AS-BUILT DRAWINGS & DOCUMENTS**

- (i) Follow up with vendors and contractors for as-built drawings/ documents in required software and hardcopy format, review/approve the same and forward to OIL.
- (ii) All project related documents for future reference and records will be handed over to OIL as per standard international practice. Submission of final documents shall be under the following heads:

- a) As built drawings.
- b) Detail operating manual.
- c) Separately highlighting recommendations of HAZOP Study & Risk Analysis covering Qualitative/Quantitative risks and Risk Management Plan (RMP) & Disaster Management Plan (DMP) etc.
- d) Problems faced during the project execution and mitigation measures taken and reasons for future.

## **6.0 PROJECT MANAGEMENT AND CONTROL**

### **6.1 PLANNING AND SCHEDULING**

The EPCM shall be completely responsible for preparing project plans and schedule in line with the Overall Project Schedule provided by the client. This shall include the preparation and submission of:

(a)	Work Breakdown Structure(WBS) incorporating
(i)	Assist OIL in Documentation required for Statutory Permissions / NOCs from various authorities for Crossing Permissions, DGMS, and any other permission required for project execution.
(ii)	Engineering (Detail Engineering & Process Design Basis)
(iii)	Tendering
(iv)	Ordering
(v)	Manufacturing
(vi)	Inspection & Expediting
(vii)	Delivery
(viii)	Construction
(ix)	Commissioning
(b)	Project Network Diagrams, GNAT Chart, etc.
(c)	Project Activity List, Milestones incorporating the Early Start, Finish, Late, Late Start & Late Finish Dates, etc.
(d)	Project Overall Percentage Schedule: Monthly Breakups, and Cumulative Breakups
(e)	Percentage Schedule Monthly Breakups for each element / discipline of WBS
(f)	Project Cost Estimate for each purchase and work order

(g)	Project Financial Commitment Schedule in accordance with the envisaged / actual dates for order placement
(h)	Organogram for Project Office & Construction Site Office
(i)	Manpower Deployment Schedule (Month wise)
(j)	Inspection Schedule and Plan
(k)	Submission of Monthly Reports as per the requirement of Ministry Monitoring Cell (MMC) incorporating the above details (a. to g.)

Following to be strictly noted:

- (i) Prepare monthly progress reports for the project and provide all assistance to OIL for preparing-MIS reports required by OIL for submission to concerned authorities / Ministry Monitoring cell. Strict adherence to submission of all documents, reports, presentations, queries from Ministry needs to be prepared and submitted on time.
- (ii) EPCM shall prepare the overall project schedule, as per the approved schedule of OIL and another as per the internal schedule decided during the project kick-off meeting.
- (iii) The project schedules (network diagram) shall be prepared submit to OIL within one week of kick-off meeting. This shall also include the activity list, list of milestones, work-breakdown structure (WBS) etc.
- (iv) EPCM shall also prepare the month wise cash flow statement, apart from the monthly physical progress schedule as per internal and OIL approved schedule.
- (v) Following reports shall also be prepared:
  - (a) Prepare various status reports, e.g. Pre-Order, Post-Order, Material Expediting, Construction, etc.
  - (b) Prepare project close out report
  - (c) Apart from the above deliverables, EPCM shall be required to submit other documents in the form of reports, as deemed necessary for successful and timely project implementation.

**Note:** Please note that EPCM will have to use Project management software of M/s OIL named as TIEMCHART for creating, updating and storing all project related data, reports and MoPNG reports, etc. Project schedule, resource planning, billing schedules and other details will have to be updated in the software by EPCM. The license for the same has to be procured by EPCM from M/s TIEMCHART by paying a license fee of about Rs. 50,000 only.

## 6.2 PROJECT MANAGEMENT

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

- (i) Establish Communication Procedures in Concurrence with OIL
- (ii) Establish Procedures for various activities to be performed for various WBS elements viz. Tendering, Ordering, Manufacturing, Inspection, and Delivery etc.
- (iii) Define “Scope of Work” for various groups.
- (iv) Attend Monthly, Quarterly Project Review Meetings with OIL Management.
- (v) RCM to attend weekly Project Review Meeting with Project Manager.
- (vi) Surveillance on the entire project related activities.
- (vii) Monitor progress of the project and submit periodic status reports to OIL.
- (viii) Coordination with vendors/contractors relating to the procurement of items and execution of the work.
- (ix) Provide timely inputs in terms of materials and drawings to the contractors for carrying out the construction activities.
- (x) Prepare various reports/ draft reply letters as required from time to time for OIL Management and for onward submission to Government & statutory authorities. Normal time shall be 3 working days at max.
- (xi) Based on requirement the shall attend meetings with OIL within the shortest possible time wherein appropriate level of person shall be deployed.

### **6.3 PROJECT MONITORING AND CONTROL**

Considering the tight time schedule of the project, EPCM has to monitor all the activities closely to achieve the planned schedule of project without any slippages. The EPCM shall provide the Project Monitoring Services including but not limited to the following:

- (i) Preparation of detailed project schedule,
- (ii) Identification of all activities falling on the critical path of the project,
- (iii) Identification of all activities requiring close co-ordination/synchronization,
- (iv) Preparation of a look-ahead model/ catch-up plan for the project from time to time and ensure mobilization of adequate resources.
- (v) Generation of all project monitoring reports for the project, drawing attention towards critical jobs, activities and functions,
- (vi) Identification of all activities/steps required for execution of the project within approved cost and stipulated time,
- (vii) Highlight pitfalls, if any, caused by the Vendors/ Contractors / any agency hindering execution of the project,
- (viii) Monitoring of contractor logistics for line pipe manufacturing and coating and transportation to site

- (ix) Monitoring of contractor logistics for pipeline laying contractor and ensure mobilization of additional resources without any cost implication to make-up any slippage,
- (x) Generation of MIS reports for the project, and identify critical path on fortnightly basis.
- (xi) Providing all inputs/ performing all project monitoring activities as desired by the OIL Management/Project Group from time to time for timely completion of the project.
- (xii) Carrying out quality audits and Identifying the root causes of the problems/ shortcomings encountered in Line pipe manufacturing, Coating plants and Pipeline construction activities.
- (xiii) Risk management: EPCM should identify and evaluate the execution risks at different stages, recommend and implement appropriate risk mitigation measures. These are to be reflected in monthly progress report, review meetings and through other appropriate communications.

## **7.0 PRECOMMISSIONING / COMMISSIONING, STARTUP AND PERFORMANCE TESTS**

### **7.1. MECHANICAL COMPLETION/ PRE COMMISSIONING**

At a date prior to mechanical completion to be agreed with OIL, EPCM shall prepare and submit the pipeline system operating manual to OIL for approval.

EPCM shall review the mechanical completion program and recommend to OIL for approval and shall ensure its implementation as per OIL requirements. The construction completion of individual sections of the Project shall be programmed in accordance with the overall commissioning plan. Upon successful achievement of mechanical completion, shall review construction completion certificate documentation and submit the recommendation for approval.

It shall be obligatory on the part of EPCM to issue the “Mechanical Completion Certificate” in the format duly signed by EPCM’s authorized person.

EPCM shall provide all assistance for pre-commissioning audit and ensuring its compliances.

EPCM shall ensure that all necessary personnel from equipment suppliers are called to attend the pre-commissioning activities as provided for in the equipment purchase orders.

### **7.2. INTERNAL AND EXTERNAL AUDITING**

EPCM shall carry out periodic safety audits of the contractor’s facilities /work sites and shall ensure compliances of the findings.

EPCM shall provide assistance for external audit (OISD etc.) as part of pre-commissioning activities and shall ensure compliance of the findings.

**7.3. COMMISSIONING AND START-UP:**

Commissioning and start-up is to be carried out with assistance from construction contractors.

Upon OIL's approval of the mechanical completion of the work, the commissioning work may commence according to the plans and schedules prepared by EPCM.

EPCM shall submit commissioning procedure, organize a start-up team to supervise and monitor the commissioning, start-up, performance test and initial operation of the facilities consisting of representative of OIL operating personnel, equipment suppliers, and contractors.

EPCM shall ensure that the contractors provides special tools& machinery and spare parts and sufficient manpower that are needed to complement the OIL start-up personnel and to perform all activities which include operation of all equipment during commissioning.

Commissioning activities shall include but not limited to:

- Operational testing
- Pre-startup inspections
- Filling of lubricants, wherever necessary
- Equipment operation to make vibration and safety device checks, and other required operating tests and adjustments.
- Flushing, blowing and chemical cleaning.
- Installation of temporary screens, strainers, and blinds
- Checking of bores of orifice plates and installing these plates after flushing operations.
- Functional check on all instruments and controllers, instrument calibrations with standard test.
- Equipment and all required adjustments and control point settings.
- Check all instrument loops for proper functioning.
- Checking and testing of safety system.
- Checks on pipe supports, and guides for settings hot/cold with necessary adjustments.
- Checking and recording positions of all valves.

EPCM shall ensure that all defects and deficiencies found during the course of commissioning shall be rectified by the contractors.

EPCM shall supervise and monitor all commissioning and start-up activities and all performance test runs which shall be carried out by the contractors. All performance test results shall be reviewed and certified by EPCM.

EPCM shall report to OIL on a daily basis on the progress and status of commissioning.

EPCM shall ensure that all commissioning records and log sheets are properly collated and submitted to OIL as part of contractor's provisional acceptance documents.

It shall be obligatory on the part of to issue the "Commissioning Certificate in the format duly signed by the authorized representative".

**8. PROJECT DOCUMENTS / COMPLETION/ CLOSE-OUT REPORT**

Consequent upon the successful completion and commissioning of the project the EPCM shall be responsible for 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 OIL.
- (ii) Submission of all project related documents to OIL 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:
  - (a) As built drawings
  - (b) Construction documents (field reports / pipe-book/RT/UT/HT etc.)
  - (c) Detailed reports for HAZOP Study & Risk Analysis covering Qualitative/Quantitative risks and Risk Management Plan (RMP) & Disaster Management Plan (DMP) etc.
  - (d) Detail operating manual highlighting recommendations of the HAZOP Study & Risk Analysis etc.
  - (e) Lesson learnt: Problems faced during the project execution and mitigation measures taken for future reference.
  - (f) Submission of all evaluation sheets of performance for all vendors and contracts in line with established procedures on which orders were placed.
- (iv) Hard & Soft Copies of Project Closeout Report incorporating the following:
  - a) Project brief
  - b) Pipeline Line Diagram
  - c) Chronology of Approvals
  - d) Head Office & Site Office Organogram
  - e) Names of Personnel working for the project along with all contact details.
  - f) Pipeline configuration and Spread details
  - g) Details of various types of Crossings
  - h) Names of Standards referred and used in design and Engineering for various items, Construction, Inspection
  - i) WBS element wise "S" Curve and Overall physical progress curve



- j) List of key milestones and date of actual achievement.
- k) List of POs/ WO's including vendors / contractors name and contact detail.
- l) Experience gained during Project Execution and improvements for future projects.
- m) Construction Photographs and videos.

**Note: For all documents under para 8.0, 3 sets of hard copies and soft copy in flash drive to be submitted.**

## **9.0 CONSULTANT MANPOWER**

**9.1** EPCM's personnel shall supervise the execution of construction, installation & commissioning of the complete pipeline system as detailed above, to ensure soundness of construction and installation by providing adequate qualified experienced engineers. At least one responsible engineer shall be present in the site category wise depending of the nature of Work in progress. EPCM's engineer/supervisor must be present at site on round the clock basis wherever job continues during 2nd and 3rd shifts. EPCM shall deploy required number of manpower, qualified and experienced personnel e.g. professional engineers, subordinate engineering personnel, construction supervisors, inspectors and other specialists of appropriate levels to ensure:

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

**9.2** The Project Manager and Resident Construction Manager have to be exclusively deployed for this project. Qualification and experience requirement of personnel are given here under at Clause 9.4.

**9.3** EPCM shall submit the following for approval of the OIL after award of agreement:

- (i) Organogram at Project HO & Site
- (ii) Manning schedule

**9.4** The EPCM shall be required to depute qualified, experienced manpower for the execution of the project. EPCM shall ensure that the complete manpower whose names have been proposed to be deployed for the project execution at the time of submission of the bid is not changed during project execution. In case of any change in deployment, the EPCM shall submit bio data of the substitute manpower proposed and take OIL's approval. The various categories of manpower required to be deployed for the project are detailed under:

**Project Manager:** The Project Manager shall be a professionally qualified with Engineering Degree to lead the Project team. The Project Manager must have experience of 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. Out of the 15 years of experience, at

least 8 years of experience must be in senior position in execution of hydrocarbon pipeline projects. The Project Manager should have knowledge of Project Management, Contracts Management, and Codes and Standards pertaining to gas pipelines, Industry accepted Best Practices in executing pipeline projects, Government Guidelines.

**Resident Construction Manager (RCM):** The RCM should be a professionally qualified with Engineering Degree to lead the Project team. The RCM must have experience of 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. Out of the 15 years of experience, at least 8 years of experience must be in senior position in works related to construction of hydrocarbon pipeline projects. The RCM should have knowledge of Project Management, Contracts Management, and Codes and Standards pertaining to gas pipelines, Industry accepted Best Practices in executing pipeline projects, Government Guidelines.

**Finance Manager:** The Finance Manager should be 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. The Finance Manager should have overall 10 years of relevant experience.

**Inspection Engineer (IE):** The Inspection Engineer should have a Degree in Engineering in any Discipline along with ANST / INST level II / III certification. The IE should have at least 10 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. Out of the 10 years of experience, at least 5 years of experience must be in inspection works related to pipeline materials / pipeline construction. The IE should have Knowledge of codes / standards for manufacturing and inspection of line materials for pipeline projects.

**Team Members other than mentioned above:** The Project Team must comprise of professionally qualified members each having at least 10 (ten) years experience in the respective domain/profession field like Project Management, Materials Management, Planning & Scheduling, IT, Corrosion Engineering, Chemical Engineering, Safety etc. Moreover, out of the 10 years of experience of each of the member, at least 5 years of experience shall be in senior position in execution of hydrocarbon pipeline projects.

## 9.5 **PIPELINE LAYING AND TERMINAL WORKS**

Pipeline Laying is a Specialized Job wherein lot of resource including manpower and equipment has to be mobilized before the actual front end activities starts. The following activities are involved in laying works.

- (i) ROU clearing
- (ii) Stringing
- (iii) Trenching

- (iv) Welding
- (v) Joint Coating
- (vi) Lowering & Backfilling
- (vii) Tie In
- (viii) Hydro testing
- (ix) Drying, Pigging, Gas-In
- (x) Attending and liquidating check list points

## **9.6 PIPELINE LAYING WORKS:**

Indicative manpower to be deployed at site during construction phase per spread for one opening:

- (i) For Front End Activities such ROW clearing, Stringing, Welding, Trenching: **minimum 2 Qualified Persons of respective domains**
- (ii) For Back End Activities such Joint Coating, Lowering & Backfilling, Tie-in, Hydrotesting, Pigging, Drying, SCADA/Instrumentation, Cathodic Protection: **minimum 3 Qualified Persons of respective domains.**

### **Notes:**

- (i) Front end persons may be redeployed, if activities are not simultaneous.
- (ii) Each spread will have 5 (five) persons each (including at least 1 Civil Engineer) and shall be progressively deployed as per job requirement.
- (iii) There will be one 1 Resident Construction Manager (RCM) for the entire pipeline and shall be supported by requisite manpower. RCM with his team shall be stationed at Duliajan.
- (iv) 1 (one) Safety Officer should be deployed in each spread
- (v) EPCM shall ensure that 100% of manpower deployed for work execution is from the regular payroll of the company.
- (vi) Deployment and Redeployment of Consultant manpower shall be at the discretion and approval of Engineer-in-charge of OIL.

The Bidder shall mandatorily submit the following along with the bid document:

Bio-Data of the Key personnel viz. Project Manager, Resident Construction Manager, Planning Engineer, Inspection Engineer, Contracts Manager proposed to be deployed for the project, for approval of OIL.

The 'Project Manager' and "Planning Engineer" are required to be deployed throughout the contract period. The 'Resident Construction Manager is required to be deployed from the date of award of Pipeline Laying contract till closure of the construction contracts at Project coordination office at Duliajan.

The EPCM shall ensure that the construction manpower deployed at site is not changed for the entire construction period. However in case of exigency for substitution of any personnel, the same shall be done with due approval of OIL.

## **10.0 PROJECT EXECUTION METHODOLOGY**

### **10.1 METHODOLOGY**

The EPCM shall be required to prepare an execution Methodology including basis of design (BOD) for executing the pipeline project with the aim to execute the project in schedule time, economize the project cost and execute the project in the most effective way. The Methodology shall be prepared within the framework of the OILs procedures in vogue. The following sections outline the area which needs to be covered in the Execution Methodology and BOD.

<b>Sl.</b>	<b>Item</b>	<b>Description</b>
(a)	Detail Engineering	This shall cover the details for engineering to be done under various disciplines, listing of requirements, preparation of Specifications, Material Requisitions, Process Design Basis, Pipeline Sizing, Receipt / Dispatch Terminals designing etc. Listing of standards based on which the engineering has been done item wise.
(b)	Selection of Technology for various Line Materials / Equipment	This shall highlight the details for the technology to be selected for high value items like line pipes, Power Source, SCADA, Instrumentation, CP, Metering etc. Type of Internal & External Coating in Pipes, Pipe Grade, Class Location etc.
(c)	Contracts Management: Procurement Strategy (Open Tenders, Limited Tenders as per MVL) for Procurement Package, Works Package	This shall highlight the identification of all materials and works and their packaging for tendering and execution. Estimating the cost of each material, works package. Mode of tendering in line with OIL Contracts & Procurement Procedure. List of vendors as per the Master Vendor List (MVL) of for items to be procured through limited tendering.
(d)	Construction Management	Identification and finalization of number of sections / spread in line with best International practices. Identification of locations for Camp Offices along pipeline route. Construction Strategy and Schedule. Certification of Contractors Bills.

(e)	Inspection Test Plan	<p>Detailed Plan and Methodology for inspection for various categories of materials and construction including: Main Line Valves, Terminal Valves, Line Pipes, Line Pipe Coating, Construction, FAT / SAT for SCADA, Instrumentation, CP and other Pkgs.</p> <p>Methodology for Release of Materials after inspection. Deployment schedule of manpower for Inspection.</p>
(f)	Store & Material Management	Methodology for Management of store by EPCM. Receipt & Delivery of all Materials. Material reconciliation, listing & handing over of Construction Surplus to OIL.
(g)	Project Commissioning & Startup	Methodology for Commissioning & Startup. Preparation of Operation and Maintenance Manuals, Disaster Management Plan, Emergency Action Plan. Assistance for permissions from Authorities concerned. Assistance for pre-commissioning audit and ensuring its compliances.
(h)	HSE Plan	Health & Safety guidelines required to be followed in construction, commissioning & startup.
(i)	Project Planning& Scheduling	Detailed plans and schedule for various elements of WBS. Overall Project Schedule & Plan. Financial Commitment Schedule & and Cash flow Plan for various orders.
(j)	Project Head cost	Estimate cost against various procurement & works package along with the details for the basis of cost estimate
(k)	Resource Requirement	Schedule for Deployment of Manpower for Project Office and Construction Site. Organogram for Project Office & Construction Site. Details of resources other than manpower to be used for project execution at construction sites, like office setup, PCs, vehicles, communication facilities like telephone, fax, video conferencing etc.
(l)	Project Closeout	The EPCM shall devise and suggest the methodology for project closeout, deliverables required to be submitted during closeout and schedule for close out.

**10.2 PROCUREMENT / WORKS PACKAGES**

The methodology described under this section is for broad guidance. The project is proposed to be executed based on the following tentative packages. The list of packages would be approved by OIL. The list of packages mentioned here is not exclusive and there may be increase or decrease in no. of packages at the time of execution.

The list is based on the Basis of Design and broad approach for execution. Detail Engineering is to be carried out by the including the sizing and engineering of all the major items procured even through composite construction contract. Inspection of the all major items mentioned below is to be carried out by the EPCM. There may be some items which may be directly procured through tendering instead of through composite construction contract. The list shall be finalized during kick-off meeting. No additional amount is payable to the EPCM for tendering of more or less nos. packages which are mentioned below:

No	Package
<b>Procurement Packages</b>	
1	Procurement of line pipes and coating of line pipes
2	Line Material: Insulating Joints, Scrappers, Flow-Tees, Pig Signalers, other pipe fittings and flanges, etc.
3	Mainline Valves
4	Any other materials, not included above
<b>Works Packages</b>	
1	<p>Pipeline Laying and Composite construction package including following procurement and works:</p> <p><u>Procurement</u> :</p> <p>Pipes, Fittings , Flanges, bolts, nuts, gaskets and all related hardware (other than procured above)</p> <p>Ball, Globe, check valves, NRVs, Plug valves, etc. whichever required.</p> <p>Electrical items, Cables, Instruments, UPS, Batteries</p> <p>Any other materials, not included above</p> <p><u>Works</u> :</p> <p>Composite work for Laying of pipeline and associated facilities, Cathodic protection works, Construction and erection of terminal facilities including installation of all equipment, all Civil, mechanical, electrical, instrumentation works and Commissioning assistance.</p>
3	Instrumentation / SCADA works including supply of SCADA / Instrumentation Equipment, Installation, integration with the existing OIL's Instrumentation / SCADA, Testing and Commissioning
4	Power supply package (SOLAR/CCVT/TEG etc. as the case may be), wherever required.

### **10.3 EXECUTION PLAN**

Project execution methodology including BOD to complete the project within the given schedule shall be submitted by the EPCM immediately after award of the contract. Such execution of methodology shall be discussed and in case any amendment/ modifications in the methodology are required to achieve the target completion of project, then same shall be revised. The description shall cover all aspects of the Project from award of Contract, through and including aspects of the Basic Design and the Detailed Engineering, construction, completion, commissioning and handover of the Project.

### **10.4 QUALITY ASSURANCE**

EPCM shall provide details of its intended compliance with Project Quality Assurance requirements. This compliance shall be supported by quality statements and quality manuals of the Bidder and all major subcontractors.

### **10.5 DESIGN STANDARDS**

The following design standards shall be adhered as a minimum in the  
Scope of work

(i) Published Standards

(ii) Indian Standards

(In case of conflict among Indian Standards or with International Standards, OIL should be consulted for any deviations which in Consultant's opinion have cost impact)

(iii) International Standards: ANSI, ASME, ASTM, API, SA, NACE, ISO, DIN, EN etc.

### **11.0 ADDITION, REDUCTION IN SCOPE AND RE-TENDERING**

**11.1** For any addition/ reduction of fees in case of addition (certain extra activities not envisaged in the original scope of work) or deletion in the scope of the project shall be guide by clause no. 10 of GCC, Section – I of Part – 3.

**11.2** Change in drawings / documents in case of site decisions, land availability etc. is to be carried out by the EPCM without any extra cost to OIL.

**11.3** Re-working / re-tendering / re-designing, etc., if any, shall be done without any extra cost to OIL. Re-tendering for non-responsiveness, less competition, higher price, etc., the same is to be carried out by within the quoted cost.

### **12.0 OTHER CONDITIONS**

(i) EPCM shall perform the work under this CONTRACT with diligence and conforming to the best international practices available.

- (ii) EPCM shall perform their obligations conforming to rules, regulations and procedures prescribed by law/Statutes.
- (iii) EPCM shall be responsible for ownership of the design engineering, patent etc.
- (iv) EPCM shall take approval/concurrence from OIL on major and critical issues e.g. Design Basis, P&IDs etc.
- (v) EPCM shall suggest measures to cut-down cost and time over run without compromising the quality of work required in implementing the project.
- (vi) EPCM should intimate in advance any client's obligations for timely completion of activities (e.g.) requirements of statutory norms, regulatory authorities etc.
- (vii) EPCM shall provide approved drawings etc. in time to the contractor for commencing and proceeding with the work as per agreed schedule.
- (viii) Approvals from OIL: Approvals shall be given by OIL for Design basis, P&IDs and all major documents (list to be finalized during Kick off meeting), stage wise approvals for procurement / works for all cases.
- (ix) Any activity required to be carried out for completion of the project though not specifically mentioned in the tender document shall be carried out at no extra cost to OIL
- (x) Technical Quarries (TQ)/Commercial Quarries (CO) if required in tendering process should be raised with the information to OIL.
- (xi) All assistance required by OIL (viz: but not limited to preparation of drawings, documents, reports etc.) for obtaining permissions and clearances from statutory authorities shall be performed by EPCM at no extra cost to OIL.
- (xii) EPCM shall be responsible to prepare daily, weekly, fortnightly & monthly progress reports including HSE reports of the Project in approved formats
- (xiii) EPCM shall participate in the Project & Construction Review meetings taken by OIL management at Project/ Corporate/ Site offices of OIL and also at Vendor's/ Contractor's offices from time to time for expeditious completion of the project within the quoted lump sum price.
- (xiv) EPCM shall put in requisite efforts to achieve accelerated time schedules for project completion, if so required, at no extra cost to OIL
- (xv) EPCM's primary responsibilities, however not limited to, for arbitration cases till the final award of arbitration:

Examining / Scrutiny& providing reply to claims etc.

Participation in arbitration proceedings.

EPCM shall keep records pertaining to the movement of the material & its traceability/accounting as well as physical usage w.r.t. the section of the pipeline.



### **C. TIME SCHEDULE**

Contractual scheduled time for the EPCM contract shall be 30 months from the date of issue of LOA which is inclusive of 1 month for Project close out period.

- (i) Phase – I : Row Survey, Geo-technical survey, Hydrological survey, etc, Detail Engineering, Preparation of Cost Estimate, Finalization of Tender documents, OIL's approval, etc. – **5 Months**
- (ii) Phase – II: Invitation of Bids, Evaluation of Bids & recommendation to OIL for approval, Award of LOAs, Delivery of materials & equipments, etc. – **8 Months**
- (iii) Phase – III: Construction & Commissioning - **16 Months**
- (iv) Phase – IV: Project close-out - **1 Month**

OIL looks forward for the best endeavor of commissioning the pipeline as early as possible. Therefore, the EPCM would prepare detailed activity schedule for the project in consultation with OIL at the beginning/during kick-off meeting. All efforts should be made to meet all the intermediate schedule and milestones.

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

EPCM 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. However, as per extant practices the project shall be monitored w.r.t. internal schedule as well the scheduled deadline.

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**SCADA Scope:** It is required to provide SCADA for the subject Pipeline. The SCADA system aims to ensure effective and reliable control, management and supervision of the pipeline from centralized location using Remote Terminal Units (RTU's). The same needs to be integrated with the existing SCADA System of OIL.

**SCADA System Features:**

The proposed pipeline SCADA System will monitor and control the pipeline facilities in a timely manner and provide centralized alarm and event management and operation and management reports for the entire pipeline facilities. SCADA system will also ensure proper pipeline operations in emergency situation. The system shall comprise of extensive use of open standards like OSF/MOTIF, X-WINDOWS, and TCP/IP for LAN, IEEE POSIX etc. and distributable software modules, enabling a customized solution from a standard product.

Adequate means for Instrument validation and analysis, health of various equipment, line pack and pipeline efficiency and also application software for leak detection, analysis etc. are to be provided. For this, all necessary measurements, alarms, trips, events etc. for safe operation are to be recorded and stored for analysis. Advanced reporting software packages to be incorporated in the SCADA system providing the means for analysis and reporting of inventory management, equipment performance efficiencies,

The overall information network of the SCADA system shall provide all the means for proper operation of the pipelines right from the point of receipt to delivery at respective OIL Locations. This network to be organized at different levels from lowest central level to the highest MIS (Management Information System) reporting level on real time basis interfacing with OIL system .

**Use of Part of Existing SCADA System of OIL:** As a part of this project, two numbers of EXISTING RTU's (remote telemetry units) in Baghjan & Well50 (Madhuban) which are part of existing SCADA system (OEM – M/s ABB) of OIL will be used. The detail specification for above Radio telemetry unit(RTU) is attached in annexure-A. This is required, since in our case the Gas Pipelines are originating from Baghjan & will terminate in CGGS. The location CGGS are very near to existing SCADA RTU located near Well-50. However, bidder will still need to procure certain additional items like field instruments (PT, TT & FT -Ultrasonic type) at originating & delivery end), cables, add on hardware & software at the RTU & Master Control Station(MCS) (control room at Duliajan) end, licenses, and graphic consoles, etc. Apart from above, the system integrator will have to connect all these instruments at the RTU end, carry out the system engineering, execute installation and system commissioning, prepare necessary documentation, testing and simulation of the system to achieve the intended operation.

The details of existing SCADA system of M/s ABB along with the proposed configuration diagram is mentioned below:

**Existing SCADA system of OIL (OEM – M/s ABB):**

Oil India already has a SCADA system which is used to monitor and control different online parameters like Oil collecting stations(OCS), Gas compressor stations( GGS),FGGS, OTP and electrical sub stations. The total area has been distributed to Greater Naharkatiya, Greater Moran area, Greater Jorajan Area, Greater Tengakhat area & Eastern Producing area; all these stations are collocated within the radial distance of approximately 50 Km from MCS at Duliajan, except 2-3 installations which are at a radial distance 80 km approximately. Facility to interface to existing SAP for corporate level is also provided in the MCS.

The SCADA system consists of two levels of SCADA Servers consolidating information from the Field level, to Asset headquarters or Corporate Headquarters.

The main SCADA servers use a SQL compliant Real Time Relational Database (RTRDB) to acquire real time process values and distribute the data to client MMIs, other SCADA servers, and 3<sup>rd</sup> party applications.

Level 1 SCADA system (Non redundant) communicates directly with the field RTUs and devices. The SCADA system is local to the RTUs' so it provides a local, high performance, high reliability data acquisition platform. Level 1 system has access to RTU configuration and Instrument diagnosis over the LAN without interrupting data polling. The set points and commands for FF and Hart instruments will be carried out through the RTU . If Level 1 Server fails, then RTU will automatically transfer data to Level 2 by polling from server at level 2 to RTU at level 1.

Level 2 SCADA Servers acquire data by replicating the real time changes from the level 1 SCADA system. With few exceptions, all level 1 data is replicated up to the level 2. Hence the level 2 consolidates the level 1 information and is able to review and report production from all sites. Full graphical and data details available at Level 1 are also available through the Level 2 server. At Level 2, data is also passed to a "Database Server" for storing data.

Level 1 & Level 2 of SCADA system, is provided with Redundant LAN functionality. Two Numbers network switch work in primary & secondary LAN feature with both switch connected to each IT Hardware. All servers & workstations are provided with redundant Ethernet ports for connectivity to network. Network teaming feature is utilized to assign IP to each server & workstation. Each first port of Server & workstation is connected to primary switch & each second port of server & workstation is connected to secondary switch. Color Laserjet network printer is connected to Primary switch & B/w Laserjet network printer is connected to secondary switch at Level 2. Similarly redundant LAN is achieved at Level 1 also.

OIL India's intention of using part of existing SCADA setup shall provide the following advantages from operational and maintenance point of view.

- Since the existing SCADA is retained and only additional Web clients are added, there is no necessity to add additional servers.
- The operator at MCS Duliajan will be able to monitor these additional parameters along with the existing ones.
- Since the proposed solution will utilize similar hardware as existing ones, spares will be common.
- Since the existing system is already integrated with the SAP, no separate interface to SAP for the new system is required.
- **Integrating the new proposed LDS (leak detection software) in the same SCADA MCS platform.**
- Maintaining uniform History and reporting for the overall operations.
- The Project solution proposed is as mentioned below.
- Modifications need to be carried out in the existing SCADA Advantage software of M/s ABB for integrating the proposed Pipeline SCADA system at MCS & two RTU's at Baghjan & Well 50.
- Two Numbers of additional **WEB clients of the existing WEB Server** shall be provided at the station terminal in CGGS & Baghjan GGS.

Instruments required for the leak detection shall also be provided by the bidder.

RTU Features: The existing RTU are equipped with dual microprocessor with respective communication card sets, Central Processor unit: AC-800 F- with SCADA Advantage system software of M/s ABB, based modular electronic control device equipped with I/O terminals, suitable for connecting directly/through panel interface to the field wiring of analogue, digital devices; It is capable of supporting multiple standards, RTU protocols like MODBUS, HART, FF etc. It can capable required communication protocol by RS-232C/RS-485 and also support open standard communication such as OPC, TCP/IP Profibus, Foundation Fieldbus as per the requirement.

1	PM 803F BASE UNIT AND POWER SUPPLY SD812F
2	EI 813F ETHERNET MODULE 10 BASE T
3	BATTERY MODULE AM 811F
4	FI 820F SERIAL COMMUNICATION MODULE
5	FI 830F PROFIBUS-DP MODULE
6	FI840F FOUNDATION FIELDBUS MODULE

7	CI840 FIELD COMMUNICATION MODULE
8	(DI810) DIGITAL INPUT MODULE
9	(DO810) DIGITAL OUTPUT MODULE
10	LD800HSE LINKING DEVICE
11	RLM01 REDUNDANT LINK MODULE
12	ETHERNET SWITCH FOR FF
13	FF POWER SUPPLY
14	FF POWER HUB WITH DIAGNOSTIC CARD
15	POWER FEED MODULE
16	DI BARRIER

**SCOPE OF WORK**

EPCM will include Design, Supply, and Installation & Commissioning of the system on LSTK basis.

**Tentative BOM (Indicative):**

Sl.	Description	Unit	Total Qty
A	<b>Supply</b>		
1	Remote Terminal Unit for Baghjan Dispatch Station		
	Modification in existing RTU at Baghjan by adding the necessary hardware & software	Lot	1
2	Remote Terminal Unit for Duliajan (WELL – 50) receiving station		
	Modification in existing RTU at WELL – 50 by adding the necessary hardware & software		
3	Modification in SCADA system at MCS Duliajan for integrating the proposed Pipeline <u>SCADA and LDS Application.</u>	Lot	1
4	Additional WEB Client License for Web client at Secondary Tank Form and Central Gas gathering station.	No.	2
5	Web Client/LDS application Station with 21” monitor and windows OS.	No.	3
6	8 port Ethernet Switch.	As per requirement	
7	Ethernet cable		

8	Pressure Transmitter Foundation fieldbus type	No.	4 (min)
9	Temperature Transmitter Foundation fieldbus type with RTD	No.	4 (min)
10	Flow Computer at Dispatch and Receiving station	No.	4 (min)
11	Clamp On type ultrasonic flow meter	No.	4 (min)
12	Application software for <b>leak detection</b> system	No	1
13	Foundation fieldbus Junction box	As per requirement	
14	Redundant Foundation fieldbus Power supply		
15	Foundation fieldbus cable		
16	3cx2.5 sqmm cable		
<b>B</b>	<b>GROUP : SERVICE ITEMS</b>		
1	Modifications in the existing SCADA software for adding	Lot	1
2	Design, Engineering, System Installation, Commissioning, for all the RTU/ SCADA devices ,components under the scope of this project	LS	1
3	Installation & Commissioning of the SCADA system.	NO.	1

**SCOPE of Contractor:**

**Supply, laying, glanding, termination, ferruling, dressing of all instruments( mentioned above) cables, power cable and any other cable and accessories to interface local control panel to respective RTU panel shall be done by contractor**

Minimum Scope of work is detailed as below.

- Existing two ABB RTUs need to be used. No new RTU is required.
- Modification in existing ABB SCADA RTU by adding the necessary ABB hardware & software tags.
- Addition of two ABB Web client.
- Supply of Field devices required (PT, TT, Flow computer, Flow meter) for SCADA monitoring and devices required for integration of the same with ABB's RTU system.

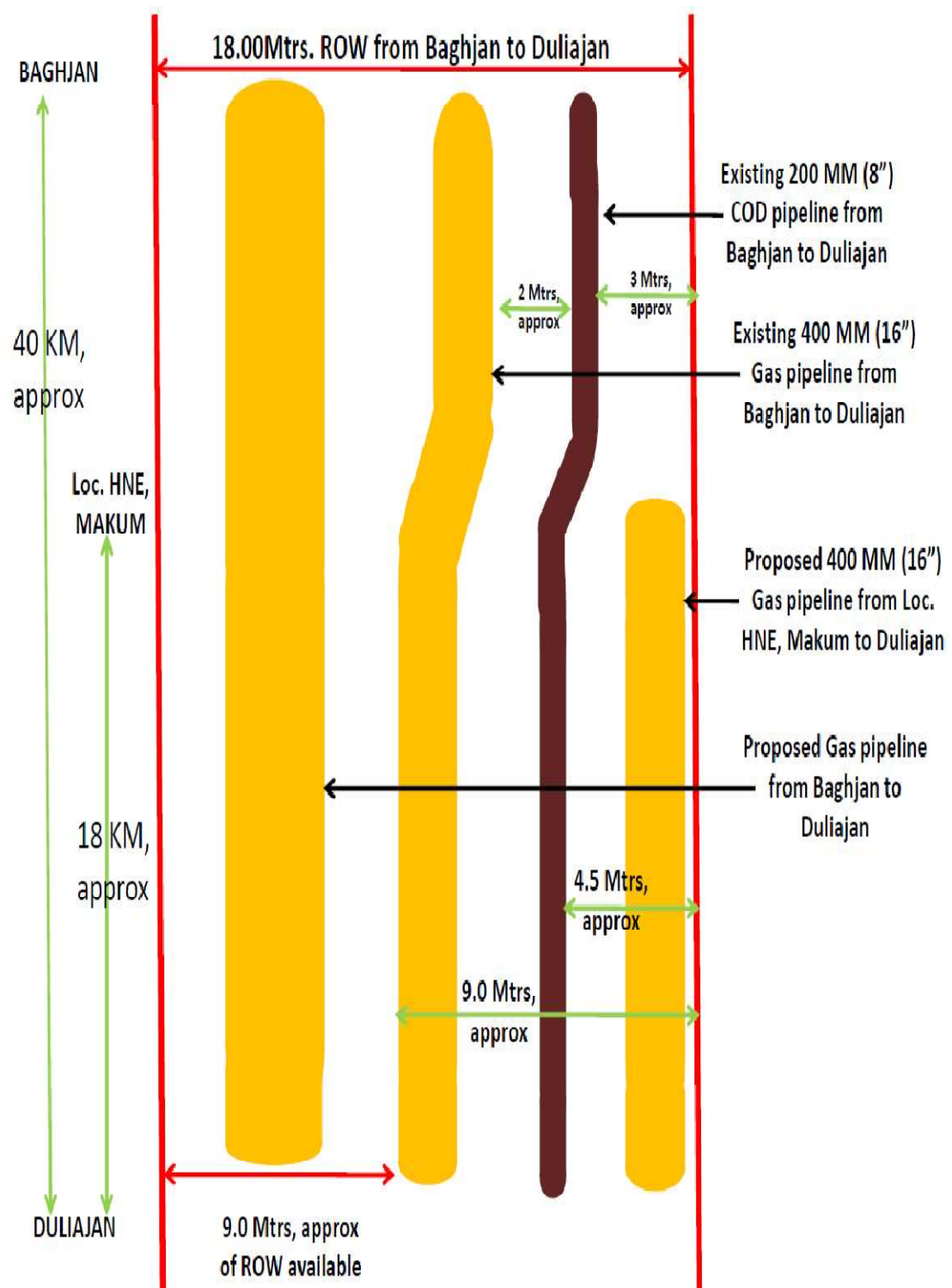
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Map showing existing 18 Meter ROW





**Schematic Diagram showing the existing & proposed pipelines in the 18 Meter ROW.**



**Gas Composition of well fluid (Baghjan area)**

Component	Gas Composition by Volume
Methane	85-94
Ethane	3.94-4.36
Propane	2.21-2.44
i-Butane	0.46-0.52
n-Butane	0.69-0.77
i-Pentane	0.23-0.26
n-Pentane	0.16-0.18
Hexane	0.54-0.59
Nitrogen	1.08-1.19
CO <sub>2</sub>	0.46-0.51
Gas gravity	0.62-0.68
Gross Calorific Value (KCAL/SCUM)	9562-10569
Net Calorific Value (KCAL/SCUM)	8646-9556
<b>Total</b>	<b>100</b>

**END of Part – 3, Section – II**

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**Part – 3, Section – III**  
**Schedule of Rates/Prices (SOR/P):**

**Schedule of Rates/Price – FORM SOR/P**

Sl. No	Description of Works	UOM	Quantity	Rate / Unit in INR (Crore)	% Weightage on the total Contract Cost	Total Price (T) in INR (Crore)
	(A)	(B)	(C)	(D)	(E)	F=C X D
1	ROW Survey	LS	1		5.0	(I)
2	Engineering (Finalization of Process Package including data sheets and P&IDs) including Planning & Scheduling	LS	1		10.0	(II)
3	Finalisation of Tenders for Material & Works and publishing of NITs	LS	1		5.0	(III)
4	Submission of Technical Bid Evaluation Reports	LS	1		5.0	(IV)
5	Submission of PBO Recommendations	LS	1		3.0	(V)
6	Ordering for various Material Packages & Works	LS	1		5.0	(VI)
7	Approval of Drawings / Documents, Inspection, Expediting, Manufacturing & Delivery	LS	1		7.0	(VII)
8	Construction Supervision & Management till Mechanical Completion	Man-Month	160		50.0	(VIII)
9	Commissioning	LS	1		5.0	(IX)
10	Project Close-out	Man-Month	4		5.0	(X)
<b>Summary of Total Price (T) = (I)+(II)+(III)+(IV)+(V)+(VI)+(VII)+(VIII)+(IX)+(X)</b> <b>without GST but inclusive of all other taxes as applicable.</b>						

**Note to SOR:**

1.0 In the event the bidder quotes a higher amount against any of the items, release of payment shall be limited to the corresponding percentage as mentioned in column (E) in the format (SOR/P) above. Balance of payment shall be released at the end of the Contract.

2.0 Bidders are to quote their item prices inclusive of all taxes and duties as applicable **but excluding GST which will be payable extra at actual by OIL.**

3.0 **For item no.8:** Minimum 10 Persons for 16 months for site construction supervision and management is envisaged. The above construction period (16 months) has been indicated as per project schedule prepared for ensuring project completion by 30 months from the date of issue of LOA to the successful bidder. Charges for Construction Supervision & Management shall be considering the indicative quantity for construction supervision man-months for entire construction period. However, the Consultant shall be paid based on deployment of manpower as per actual (if less than 10 persons is deployed for a particular month). If at any point of time more than 10 persons are required at site to catch/make up the delay in site construction activities or to expedite project progress to meet the timeline, the consultant will deploy additional resources as required but the

payment will be made as per rate quoted for 10 persons/month only. The qualification and experience of the site personnel must meet the requirements as specified in the tender.

**4.0 For item no.8:** Payment shall be made every month on **90% of actual**. Certified invoice with man-day details and project plan v/s actual status for the month as per approved project schedule to be submitted. If the project progress is behind/lagging by more than 20% of the plan for that particular month then only **80% payment** will be released. The deducted **10% payment** will be released with the subsequent next month invoice, only if the lag is compensated in the invoiced month project progress or otherwise the same will be paid only after mechanical completion and before commissioning of the Pipeline system.

**The remaining 10% shall be paid after successful commissioning of the Project.**

**5.0 For item no.10:** Minimum 4 Persons for 1 month is envisaged. The above period of 01 month has been indicated as per project schedule prepared for ensuring project completion by 30 months from the date of issue of LOA to the successful bidder.

**6.0** The responsibility of preparing the final project schedule and getting it approved by OIL will be with the successful bidder based on his assessment of scope of work as per tender and to ensure complete project completion within 30 months from the date of issue of LOA to the successful bidder.

**7.0 Please note that against item nos. 8 & 10 the minimum number of persons required for each activity has been indicated based on tender scope of work and tight timeline envisaged for project completion. However, if at any point of time to ensure timely completion of various project phases, OIL based on discussion with the successful bidder, desires that additional manpower are required to be deployed by the successful bidder, then the same will have to be agreed by the successful bidder within the same quoted cost under various SOR/applicable line items.**

**8.0** The inspection and expediting charges as against item no. 7 will include the successful bidder's visit to various package vendors' houses in India to expedite delivery, witness FAT/SAT/Stage inspections, conduct TPI inspection as required for supply of materials based on QAP/ITP plan and also quality inspections of site construction works, lab tests etc. The successful bidder shall take the services of OIL's approved TPI agencies for the same as and when required but the cost of the same will be on the successful bidder's account.

**9.0** The contract prices shall be inclusive of man-day charges, fares, Lodging/Boarding and out of pocket expenses for consultant's visit within India for entire scope of work.

**10.0** All the above quoted prices shall be valid till the handover of the project to Owner and final project closure.

**11.0** The 17 months period for service line item 8 and service line item 10 will start from the date of mobilization at site by the construction contractor for starting the site construction activities. The same will also be governed by the project schedule submitted by the successful bidder & approved by OIL after the issue of LOA to the successful bidder for ensuring total project completion within 30 months from the date of issue of LOA to the successful bidder. In the event of delay in completion of the project beyond the period of 17 months (as mentioned in Service line items 8 & 10 above) due to reasons not attributable to the Consultant, and OIL desires to continue availing the services of the Consultant, OIL shall extend the validity of the Contract and it shall be binding on the Consultant to offer such services up to further 12 months on the quoted rates. However, all retention amounts as per

Service line items 8 & 10 of Schedule of Rates/Prices except the Performance security (PBG) shall be paid back to the Consultant after completion of 17 months from the date of start of construction supervision at site by the Consultant. The payment for the period of further 12 months shall be guided by the Schedule of Payment.

12.0 If the project is delayed beyond 29 months (original 17 months + further 12 months) and OIL desires to continue availing the services of the successful bidder, the rate against service line item 8 shall then be considered for one time escalation as per increase in RBI index reference CPI as given by formula as below, and the same will be allowed only on man-month charges for construction supervision. This escalated price shall be valid for another 12 months.

**(RBI CPI Index at the end of 29 months from the date of Commencement of construction – RBI CPI Index for the month of issuance of specific notice) - A**

**Escalation (in %) =  $A \times 100 / (\text{RBI CPI Index for the month of issuance of specific notice})$**

13.0 Under any circumstance OIL reserves the right to terminate the Contract as per termination clauses of the Tender. Extension of the Contract beyond 30 months from the date of issue of LOA to the successful bidder is under the sole discretion of OIL.

14.0 Refer to “Scope of Work / Terms of Reference” for detailed scope of work.

15.0 All prices are inclusive of all taxes, duties, out of pocket expenses like travelling, lodging, boarding, local conveyance etc. Proper Tax invoices shall be raised by EPCM.

16.0 All invoices shall be raised in INR.

17.0 The above quoted price shall include cost of consultant’s personnel for attending meetings/OIL Board meetings/Apex level meetings at OIL’s Corporate Office, Noida and other sites related with the project for the scope of work till completion of the project.

18.0 Consultant’s Engineer shall be deployed for production commencement/SAT/FAT for all critical items at vendor premises and also one Technical Audit during production.

19.0 Each and every item as break up shall be filled otherwise the offered price shall not be considered.

20.0 For Construction supervision, the payment shall be made as per actual deployment at site and based on the certification from the Owner.

**Schedule of Payment: Payment Milestones**

<b>Sl. No.</b>	<b>Description</b>	<b>% Payment</b>	<b>% Cumulative Payment</b>
<b>1</b>	<b>ROW Survey</b>		<b>5</b>
(i)	Detail ROW survey and submission of report	3	3
(ii)	Development of ROW Maps	1	4
(iii)	Identification of roads, river, railway, water bodies, etc. crossings and submission of report with chainages	1	5
<b>2</b>	<b>Engineering (Finalization of Process Package including data sheets and P&amp;IDs) including Planning &amp; Scheduling</b>		<b>10</b>
(i)	Finalization of Design Basis along with Submission of Final Document	1.5	1.5
(ii)	Finalization of Process P&IDs along with Submission of Final Document	1.5	3.0
(iii)	Completion of HAZOP Study along with Submission of Final P&IDs & HAZOP Closure report	0.5	3.5
(iv)	Submission of requisite documents / drawings for statutory clearances such as permission for crossings, DGMS, etc.	0.5	4.0
(v)	Finalization of Tender document for Geotechnical, hydrological & Topological surveys.	0.5	4.5
(vi)	Finalization of Tender Document for Line Pipes, Bends& Mainline Valves.	1.5	6.0
(vii)	Finalization of Tender Document for Scraper Traps, Flow Tee, Insulating joint and other fittings.	0.5	6.5
(viii)	Finalization of Tender Document for Pipe Laying & Composite works	1.5	8.0
(ix)	Finalization of Tender Document for CP System	0.5	8.5
(x)	Finalization of Tender Document for SCADA System	0.5	9.0
(xi)	Finalization of Project Execution Plan/ Methodology	0.25	9.25
(xii)	Finalization of WBS structure	0.2	9.45
(xiii)	Finalization of Level -3 Schedule.	0.2	9.65
(xiv)	Finalization and Submission of List of Milestones for Internal Monitoring & Ministry Monitoring	0.15	9.80
(xv)	Submission of Organogram for Project Office & Construction site along with deployment of manpower	0.2	10.0
<b>3</b>	<b>Finalisation of Tenders for Material &amp; Works and publishing of NITs</b>		<b>5</b>
(i)	Issue & Publication of NIT for Geotechnical, Hydrological & Topological surveys	0.75	0.75
(ii)	Issue & Publication of NITs for Procurement of Line Pipes, Bends & Mainline Valves.	1.0	1.75
(iii)	Issue & Publication of NIT for Procurement of Scraper Traps, Flow Tee, Insulating joint and other fittings.	0.75	2.5
(iv)	Issue & Publication of NIT for Pipe Laying & Composite works	1.0	3.5
(v)	Issue & Publication of NIT for CP System	0.75	4.25
(vi)	Issue & Publication of NIT for SCADA System	0.75	5.0
<b>4</b>	<b>Submission of Technical Bid Evaluation Reports</b>		<b>5.0</b>
(i)	Submission of Technical Bid Evaluation Reports for Geotechnical, Hydrological & Topological surveys	0.75	0.75
(ii)	Submission of Technical Bid Evaluation Reports for Procurement of Line Pipes, Bends & Mainline Valves.	1.0	1.75

(iii)	Submission of Technical Bid Evaluation Reports for Procurement of Scraper Traps, Flow Tee, Insulating joint and other fittings.	0.75	2.5
(iv)	Submission of Technical Bid Evaluation Reports for Pipe Laying & Composite works	1.0	3.5
(v)	Submission of Technical Bid Evaluation Reports for CP System	0.75	4.25
(vi)	Submission of Technical Bid Evaluation Reports for SCADA System	0.75	5.0
<b>5</b>	<b>Submission of PBO Recommendations</b>		<b>3.0</b>
(i)	Submission of PBO recommendations and approval for Geotechnical, Hydrological & Topological surveys.	0.5	0.5
(ii)	Submission of PBO recommendations and approval for Procurement of Line Pipes, Bends & Mainline Valves.	0.5	1.0
(iii)	Submission of PBO recommendations and approval for Procurement of Scraper Traps, Flow Tee, Insulating joint and other fittings.	0.5	1.5
(iv)	Submission of PBO recommendations and approval for Pipe Laying & Composite works.	0.5	2.0
(v)	Submission of PBO recommendations and approval for CP System.	0.5	2.5
(vi)	Submission of PBO recommendations and approval for SCADA System.	0.5	3.0
<b>6</b>	<b>Ordering for various Material Packages &amp; Works</b>		<b>5.0</b>
(i)	Submission of Award/ Order Placement recommendations and approval for Geotechnical, Hydrological & Topological surveys	0.25	0.25
(ii)	Submission of Award/ Order Placement recommendations and approval for Procurement of Line Pipes, Bends & Mainline Valves.	0.75	1.0
(iii)	Submission of Award/ Order Placement recommendations and approval for Procurement of Scraper Traps, Flow Tee, Insulating joint and other fittings.	0.25	1.25
(iv)	Submission of Award/ Order Placement recommendations and approval for Pipe Laying & Composite works.	0.75	2.0
(v)	Submission of Award/ Order Placement recommendations and approval for CP System.	0.25	2.25
(vi)	Submission of Award/ Order Placement recommendations and approval for SCADA System.	0.25	2.5
(vii)	Submission of Draft LOA, & placement of Order for Geotechnical, Hydrological & Topological surveys	0.25	2.75
(viii)	Submission of Draft LOA, & placement of Order for Procurement of Line Pipes, Bends & Mainline Valves.	0.75	3.5
(ix)	Submission of Draft LOA, & placement of Order for Procurement of Scraper Traps, Flow Tee, Insulating joint and other fittings.	0.25	3.75
(x)	Submission of Draft LOA, & placement of Order for Pipe Laying & Composite works.	0.75	4.5
(xi)	Submission of Draft LOA, & placement of Order for CP System.	0.25	4.75
(xii)	Submission of Draft LOA, & placement of Order for SCADA System.	0.25	5.0

<b>7</b>	<b>Approval of Drawings / Documents, Inspection, Expediting, Manufacturing &amp; Delivery</b>		<b>7.0</b>
(i)	Approval of Drawings / Documents for commencement of manufacturing for Line Pipes, Bends & Mainline Valves.	0.75	0.75
(ii)	Approval of Drawings / Documents for commencement of manufacturing for Scraper Traps, Flow Tee, Insulating joint and other fittings.	0.5	1.25
(iii)	Approval of Drawings / Documents for Pipe laying & Composite works	1.0	2.25
(iv)	Approval of Drawings / Documents related to SCADA System for commencement of manufacturing.	0.25	2.5
(v)	Approval of Drawings / Documents for CP System.	0.25	2.75
(vi)	Finalization of Geotechnical, Hydrological & Topological surveys Reports	0.5	3.25
(vii)	50 % Delivery of coated pipes at designated pipe yard / construction site store.	1.0	4.25
(viii)	100 % Delivery of coated pipes at designated pipe yard / construction site store.	1.0	5.25
(ix)	Delivery complete at designated yard/ construction site store for Mainline Valves	0.75	6.0
(x)	Delivery complete at designated yard / construction site store for Scraper Traps, Flow Tee, Insulating joint and other fittings.	0.75	6.75
(xi)	Delivery, installation & commissioning complete for SCADA System	0.25	7.0
<b>8</b>	<b>Construction Supervision &amp; Management till Mechanical Completion</b>		<b>50.0</b>
	<p><b>Payment shall be made every month on 90% of actual.</b> Certified invoice with man-day details and project plan v/s actual status for the month as per approved project schedule to be submitted. If the project progress is behind/lagging by more than 20% of the plan for that particular month then only 80% payment will be released. The deducted 10% payment will be released with the subsequent next month invoice, only if the lag is compensated in the invoiced month project progress or otherwise the same will be paid only after mechanical completion.</p> <p><b>The remaining 10% shall be paid after successful commissioning of the Project on submission of duly certified all Project documents of construction through vendors/ contractors.</b></p>		
<b>9</b>	<b>Commissioning</b>		<b>5.0</b>
(i)	Commissioning of the Natural gas Pipeline	3.0	3.0
(ii)	Handover of complete Material Reconciliation statement to OIL	2.0	5.0
<b>10</b>	<b>Project close-out</b>		<b>5.0</b>
	100% payment after commissioning of the pipeline and all facilities installed, closure of all purchase orders, work orders, contracts, submission of all As-built drawings, operating manuals, documents etc from vendors/ contractors to owner and receipt of all unused material from contractors and return to owner after due material reconciliation, recommending penalties, recoveries if any for shortage, damages in goods, submission of vendor/ contractor performance evaluation and submission of Project Close Out Report, etc.		

The break-up of line items of the **FORM SOR/P** in the payment schedule is indicative only. During detail engineering if any additional work is envisaged against any of the line items, the same has to be incorporated under the line item keeping the % Weightage on the total Contract Cost same as per column (E) of **FORM SOR/P**. The EPCM consultant has to carry out the work without any change in the time schedule and contract cost.

**End of Part – 3, Section - III**

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**Part – 3, Section - IV**

**SPECIAL CONDITIONS OF CONTRACT**

**1.0.0 GENERAL**

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

**2.0.0 SCOPE OF WORK**

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

The brief description of scope of work is as under:

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

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

- a) Consultant shall provide the services agreed-upon in this contract and carry out its obligations with all due-diligence, efficiency and economy, in accordance with industry-accepted professional practices and standards. The Consultant shall observe sound management practices. The Consultant shall always act as a trustworthy adviser to the Owner, and shall, at all times, support and safeguard the Owner's legitimate interests in any dealings with subcontractors, local officials, community organizations or other Third Parties.
- b) The remuneration the Consultant receives from the Owner shall constitute its only remuneration in connection with the contract. The Consultant shall not accept, for its own benefit or for that of its subcontractors, any trade commission, discount or similar direct or indirect payment or other consideration in connection with the goods and services provided under this contract or the discharge of its obligations thereof. The Consultant shall ensure that its personnel and that of its subcontractors or agents similarly not receive such additional remuneration.
- c) The Consultant shall not have the benefit, whether directly or indirectly, of any royalty on or of any gratuity or commission from the use of patented or protected articles or processes used on or for the purposes of the contract unless it is mutually agreed in writing with the Owner that such a benefit is authorized.

- d) The Consultant shall provide all goods and expert technical advice, skills and services, which are required for the work under this tender for which it is engaged. Where specialist technical advice, assistance, goods or services are required beyond that envisioned under the tender, the Consultant shall notify the Owner accordingly prior to bid submission. If accepted by prior written agreement of the Owner, the Consultant shall arrange for the provision of such additional goods and services. The above conditions notwithstanding, Consultant shall retain full and unencumbered responsibility for the provision of all goods and services, which are required under this contract.
- e) The Consultant shall, for each part of the services, define the support and/or participation that are required from the Owner or its project Office.
- f) Additional equipment and machinery required to carry out the tasks required under the contract shall be provided by the Consultant.
- g) At completion of the services, the Consultant shall submit to the Owner all original documents, working drawings, calculations and computer data that have been produced during contract implementation. This information and data shall be properly organized, filed and bound. The copyright of all documentation prepared by the Consultant in connection with this contract will remain the property of the Owner. The Consultant may make copies of such documents but shall not use the documents or the contents thereof for any purpose unrelated to the present contract without the prior written approval of the Owner.
- h) The Consultant shall rent, furnish, staff and equip with communication facilities, office space (the Consultant's Office) in order to facilitate communication and other liaison activities between the Consultant, the Owner and other agencies associated with matters related to the project. All costs associated with the Consultant's Office shall be borne by the Consultant.
- i) In order to collect the information/data over and above provided by the owner under the Contract, the Consultant may contact other agencies and government bodies associated with matters related to the project. All costs associated to such activities shall be borne by the Consultant including the cost of any information/data sourced for performing the scope of work.

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

- a) CONSULTANT to plan, initiate, guide, coordinate, supervise and control the entire Project implementation activities through a dedicated task force consisting of specialists and experts.
- b) The CONSULTANT will act as an extension of Owner, always keeping in view Owner's interests and advising/guiding Owner on all important matters.
- c) All coordination and communications for the Project will be carried out under the overall guidance and control of CONSULTANT's Project in-charge. Coordination

and communication procedures will be developed by CONSULTANT soon after its appointment, in consultation with Owner.

- d) The CONSULTANT shall not be allowed to bid for any Contracts including Supply Contracts for the Project. The CONSULTANT shall not undertake any activity, which is to be performed directly/indirectly by the Contractors/Suppliers and is the direct/indirect responsibility of the Contractors/ Suppliers.

**5.0 OBLIGATIONS OF THE OWNER:**

- a) The Owner shall furnish, without charge and within a reasonable time, all pertinent data and information available to it and shall give such assistance as possible to the Consultant for the carrying out of the Consultant's duties under this contract. The Owner shall give its decision on all designs, sketches, drawings, reports, recommendations and other matters properly referred to it for review and judgment by the Consultant so as not to delay or disrupt the provision by the Consultant of the goods and services required under this contract.
- b) The information provided by the Owner including the Owner's representative(s) in connection with this work is being provided in good faith. Consultant shall exercise its knowledge and competence in scrutinising and evaluating such information and shall proceed with the use of such information only after satisfying itself of its sufficiency for use.
- c) The Owner shall facilitate the timely granting to the Consultant or any of their personnel and, where agreed, their dependants, of:
- Necessary licenses, permits and customs clearances for entry and exit;
  - Access to all sites and locations involved in carrying out the services;
  - Other rights and privileges allowed under the contract and other documentation and papers related to the Consultant's presence in India for the work under the contract
- d) The Owner's Office at Duliajan, Assam shall:
- Interact with the Consultant through various modes of communication viz. email, telecom etc. in relation to execution of the project at both the locations.
  - Monitor and supervise the activities of the Consultant;
  - Process the invoices and release of payment as per contract;
  - Serve as liaison between the Owner, the Consultant and various other agencies that may be associated with the project. The Consultant shall, however, be fully responsible for collecting data and other relevant information from the Owner and other agencies. Owner's office shall accept the requisition by the Consultant for furnishing data and other relevant information from the Owner.

**6.0 PERSONNEL:**

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

**7.0 TIME OF COMPLETION**

- a) Scope of the work has been considered in totality as detailed in document "SCOPE OF WORK& TERMS OF REFERENCE" of this tender. Time of completion for total scope of work shall be 30 (Thirty) months from the date of LOA to EPCM. EPCM contract will be valid till completion of 30 months from the date of LOA to EPCM and the associated defect liability period.
- b) Upon issuance of specific notice, the Consultant shall be called for a kick off meeting at Owner's Office at Duliajan, Assam, India, to discuss on various aspects of the scope of work. The Consultant will furnish detailed time schedule for completion of work which shall be finalized mutually between the Consultant and Owner.

**8.0. DEFECT LIABILITY PERIOD:**

Consultant shall remain liable for any defect / damage due to its gross negligence for a **period of 12 months from the date of completion of works** as certified by the Company. For any rectification of works during Defect Liability Period of any construction contractor(s) / purchase(s), EPCM shall extend their supervisory / technical assistance to OIL at no extra cost.

**9.0. SCHEDULE OF RATES:**

- a) All the items of work mentioned in the schedule of rates and covered by the Contract shall be carried out as per the Scope of work, drawings, specifications and direction of Engineer-in-Charge and shall include all labour, materials, tools, tackles, etc. required to complete the job.
- b) The rates stated in the Schedule of Rates shall not be subject to escalation or increase on any account whatsoever.
- c) The Price quoted by the bidder shall include charges towards relevant sections of SOR for the consultancy services covered under this contract.

**10.0 Other Special Conditions and notes to bidder:**

- a) If for reason solely attributable to Owner, the contract for construction of the Gas pipeline from Baghjan to Duliajan is cancelled, the Consultant shall be paid proportionately for the cancelled Contract based on the activity/activities which have been completed till the date of cancellation.
- b) The contract price set forth herein shall be inclusive of:
- All cost, risk and expense, taxes including income tax on Rupee components and foreign currency components, overhead, profit and/or total fee to the satisfactory performance and completion of the work till completion of defect liability period.
  - All costs related to management, supervision, design, engineering, subcontracts attendance at all meetings in India with Owner (whether at Owner's premises; Owner's nominated location or Consultant's premises and any other location applicable prior to and/ or during execution phase of the project), inspection, testing and quality assurance/ quality control of the work, as more particularly described in the Scope of Work, or elsewhere in the Contract.
  - The cost of all Consultant's personnel, supervision, management (including but not limited to wages, benefits, payroll, taxes, travel and accommodation expenses and other costs thereto as are paid to employees), all office equipment's, rental of third party office equipment, communication charges, outside Owner's Project Site (including those incurred by Owner while in Consultant's offices), all administrative costs of Consultant's operation(including home office, site office and any other office), all reproduction and graphic costs of whatever kind, postage and courier expenses).
  - The price shall also include the charges with respect to the services to be rendered by Consultant in the completion of the Project as set out in the various Clauses of the "Scope of Work".
  - The cost of all travel, accommodation and communication expenses within India.
  - The cost of all guarantees, indemnities to the Owner and insurance premium required in terms of the contract or under any law, rule or regulation or otherwise Consultant deems fit to take out and the cost of all risks whatsoever(foreseen and unforeseen) including, but not limited to the risk to delay or reduction or increase in the Scope of Work and/ or cancellation of contract and/or accidents, strikes, civil commotion, labour trouble, third party breach, fire, lightening, inclement weather, storm, tempest, flood, earth quake and other acts of God, restriction of dislocation of road/ rail and other transport for access, suspension of work and sabotage.
  - The prices quoted as per the tender shall be firm for the entire period till completion of Consultant's services in all respects.
  - All supervision charges, establishment overheads, finance charges and other cost and expenses of Consultant.

- Each and every item as break up sought in SOR shall be filled otherwise the offered price shall not be considered.

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

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

#### **End of Part - 3, Section – IV**

\*\*\*\*\*

**PART-4**

**PROFORMA - I**

**STATEMENT OF NON-COMPLIANCE**

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

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

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

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

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

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

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

**Seal of the Bidder:**

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



**BID FORM**

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

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

Gentlemen,

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

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

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

We agree to abide by this Bid for a period of 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 \_\_\_\_\_ 2017.

-----

Signature

\_\_\_\_\_

(In the capacity of)

**FORM OF PERFORMANCE BANK GUARANTEE**

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

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

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

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

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

This guarantee is valid until the date \_\_\_\_\_

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

Designation \_\_\_\_\_

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

Address \_\_\_\_\_

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

**PROFORMA II-C**

**CONTRACT FORM**

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

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

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

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

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

All these aforesaid documents shall be deemed to form and be read and construed as part of this Contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Award and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorised solely by an amendment to the contract executed in the same manner as this contract.

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

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1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.

2. In addition to documents hereinabove, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

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

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)

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

Name:  
Status:  
In presence of

Name:  
Status:  
In presence of

1.

1.

2.

2.

**PROFORMA - II D**

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

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

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s tender No.: \_\_\_\_\_. KNOW ALL MEN BY these presents that we (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "Bank") are bound unto the Company in the sum of ( \* ) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

**THE CONDITIONS of these obligations are:**

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

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

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

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

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

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

\* 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.

**PROFORMA - III**

**PROFORMA LETTER OF AUTHORITY**

TO

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

Sir,

Sub : OIL's Tender No. \_\_\_\_\_

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

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

Yours Faithfully,

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

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

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

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

**INTEGRITY PACT**

Between

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

And

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

**Preamble :**

The Principal intends to award, under laid down organizational procedures, contract/s for “**Hiring of Services for Engineering Procurement Construction Management Consultancy (EPCM) for construction of Gas pipeline from Baghjan to CGGS, Madhuban, Duliajan, Assam.**”

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

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

**Section 1 - Commitments of the Principal**

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

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

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

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

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) 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



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

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

**(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 Subcontractors.

The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

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

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

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

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

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

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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, theremainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

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For the Principal

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For the Bidder/Contractor

Place. Duliajan.

Witness 1 : .....

Date .----- .

Witness 2 : .....

**PROFORMA - V**

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

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

**Signature of the bidder**

**PROFORMA-VI**

**AUTHORISATION FOR ATTENDING BID OPENING**

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

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

Sir,

**Sub: OIL's IFB No.** \_\_\_\_\_

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

Yours Faithfully,

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

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

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

**Seal of the Bidder:**

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

**UNDERTAKING BY BIDDER**

**PROFORMA-VII**

We \_\_\_\_\_ (Name & Address of Firm) \_\_\_\_\_ hereby undertake that in the event the job of **Hiring of Services for Engineering Procurement Construction Management Consultancy (EPCM) for construction of Gas Pipeline from Baghjan to CGGS, Madhuban, Duliajan, Assam**, against Tender Invitation No. ....is awarded to us, we shall not be involved or engaged as the Engineering Consultant or perform any such duties on behalf of the LSTK/Package/Site Construction Contractor engaged by OIL afterwards for **construction of Gas Pipeline from Baghjan to CGGS, Madhuban, Duliajan, Assam**

Yours Faithfully,

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

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

**PROFORMA –VIII**

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

**Personnel Proposed for providing EPCM services for construction of Gas pipeline from Baghjan to CGGS, Madhuban, Duliajan, Assam.**

1. NAME :
2. DATE OF BIRTH :
3. NATIONALITY :
4. EDUCATION :  
QUALIFICATION
5. EXPERIENCE
  - i) Total experience :
  - ii) Years of experience in the field of providing consultancy services for type of projects as sought under BEC/BRC (Technical):
  - iii) Number of assignments (in which he person was earlier associated):

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

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

v) Position held in the bidder’s firm:

9. Language known :

- a) Speak :
- b) Read :
- c) Write :

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



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

**PROFORMA-IX**

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

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

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

**End of Part – 4**