

CONTRACTS DEPARTMENT TEL: (91) 374-2808653

E-mail: <u>contracts@oilindia.in</u>
Website: www.oil-india.com
FAX: (91) 374-2803549

#### FORWARDING LETTER

Sub: IFB No. CDI4618P24 for "Hiring service of supply & erection of E-house with 33 kV GIS and 11 kV switchgear at Pontoon switchyard on LSTK basis."

Dear Sir(s),

- 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 National Competitive Bids (NCB) from competent and experienced/approved Contractors for the mentioned work/service under OPEN E-TENDER SINGLE STAGE TWO BID SYSTEM through OIL's E-Procurement Portal: "https://etender.srm.oilindia.in/irj/portal" for "Hiring service of supply & erection of E-house with 33 kV GIS and 11 kV switchgear at Pontoon switchyard on LSTK basis". 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.	:	CDI4618P24
(ii)	Type of Bid	:	Open Indigenous E-Tender, Single Stage Two Bid System
(iii)	Bid Closing Date & Time	:	As mentioned in the E-procurement portal.
(iv)	Technical Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(v)	Price Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-Procurement Portal.
(vii)	Bid Opening Place	:	Office of CGM-Contracts Contracts Department,

# E-TENDER NO. CDI4618P24

(xix)	Last Date of receipt of Queries	:	20.07.2023
(xviii)	Pre-Bid conference	:	Applicable (Date shall be intimated in OIL's E-Tender portal)
			Assam, India.
			Oil India Limited, Duliajan-786602,
, ,	to		Contracts Department,
(xvii)	Bids to be addressed	:	CGM-Contracts,
(xvi)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	:	<b>Refer Clause No. 30.0</b> of General Conditions of Contract (GCC).
(xv)	Duration of the Contract	:	<b>One (01) year</b> from the date of start of contract after completion of mobilization.
(xiv)	Location of job		Field Head Quarter, Duliajan
(xiii)	Validity of Performance Security	:	90 (Ninety) days beyond the contract period.
(xii)	Amount of Performance Security	•	10% of Contract Value. <b>Refer Clause No. 24.0</b> of Instruction to Bidder (ITB)
(xi)	Bid Security/EMD Validity	:	150 days from OBCD
(x)	Bid Security/EMD Amount	:	Rs. 13,30,000.00 (This, being a Works Contract is excluded from the purview of Public Procurement Policy for MSEs Order,2012)
(ix)	Mobilization Period	:	Fifteen (15) days from the date of issue of LOA.
(viii)	Bid Validity	:	Assam, India.  Minimum 120 (One Hundred Twenty) days from Original Bid Closing Date (OBCD).  Note: In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. 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.
			Oil India Limited, Duliajan-786602,

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

3.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate of Class 3 with Organization's Name and Encryption certificate as per Indian IT Act from the licensed Certifying Authorities

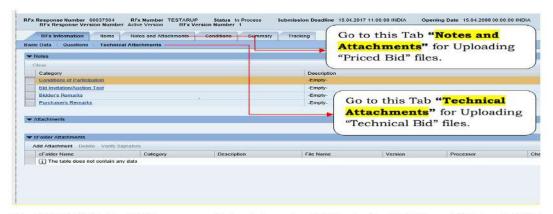
operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (http://www.cca.gov.in). Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. "Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm."

- 3.2 Digital Signature Certificate comes in a pair of signing/verification and encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.
- 3.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. will not be responsible.
- 3.4 For participation, applicants already having User ID & Password for OIL's E-Procurement Portal need to register against the IFB. 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.
- 3.4.1 Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled bid closing date and time of the tender. For online registration, bidder may visit OIL's E-Tender site https://etender.srm.oilindia.in/irj/portal.
- 3.4.2 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- 3.5 Parties, who do not have a User ID, can click on Guest login button in the E-Tender portal to view and download the tender. The detailed guidelines are given in User Manual available in OIL's E-Procurement site. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at <a href="mailto:erp\_mm@oilindia.in">erp\_mm@oilindia.in</a> and <a href="mailto:esupport@oilindia.in">esupport@oilindia.in</a>, Ph.: 0374- 2807171/7192.
- 3.7 The link for OIL's E-Procurement Portal is available on OIL's web site (<u>www.oil-india.com</u>).

- **4.0 IMPORTANT NOTES:** Bidders shall take note of the following important points while participating in OIL's e-procurement tender:
- i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, as declared in the "Bid Security Declaration Form", bidder shall be suspended for the period of two years. This suspension of two year shall be automatic without conducting any enquiry.
- ii) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document the bidder shall be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.
- iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT**: The information and documents furnish by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. The bidder has to submit an undertaking in this regard as per attached **PROFORMA-IX.**
- iv) **ERRING/DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy available in OIL's website: www.oil-india.com.
- v) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 2.00 PM (IST) at the office of the GM-Contracts in presence of the authorized representatives of the bidders.
- vi) If the digital signature used for signing is not of "Class-3" with Organizations name, the bid will be rejected.
- vii) The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. 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 can 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.
- **5.0 INTEGRITY PACT:** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide

Integrity Pact, (PART-VI) of the tender document. This Integrity Pact (PART-VI) has been duly signed digitally by OIL's competent signatory. The (PART-VI) has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

#### 6.0 SCREEN SHOTS

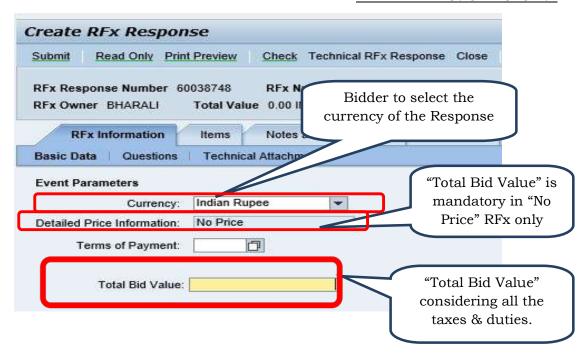


On "EDIT" Mode, Bidders are advised to upload "Technical Bid" and "Priced Bid" in the places as indicated above.

#### **Notes:**

- \* 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 Atachment, 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.
- of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing to all the Technocommercially qualified Bidders against the tender after price bids are opened in the system. For tenders where **Detailed Price Information under RFx Information Tab is "No price"**, the Price Bid is invited against the tender through attachment form under "Notes & Attachment". In such tenders, Bidders must upload their pricing as per the "Price Bid Format" under "Notes & Attachment" and additionally fill up the on-line field "Total Bid Value" under "RFx Information" Tab Page with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

#### E-TENDER NO. CDI4618P24



The "Total Bid Value" as entered by the Bidder in the on-line response shall be displayed in the E-tender portal amongst the techno-commercially qualified bidders and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders on the "Total Bid Value" field. It is to be noted that Amount mentioned in the "Total Bid Value" field will not be considered for bid evaluation and evaluation will be purely based on the Price bid submitted as per the "Price Bid Format" under "Notes & Attachments" tab page.

Thanking you.

Yours faithfully, **OIL INDIA LIMITED** 

(NABANITA DEKA)
SENIOR MANAGER-CONTRACTS
For CGM-CONTRACTS (HoD)
For RESIDENT CHIEF EXECUTIVE

Date: 28.09.2023 For RESIDENT CHIEF EXECUTIVE

#### **INSTRUCTIONS TO BIDDERS**

#### 1.0 ELIGIBILITY OF THE BIDDER:

- 1.1 The eligibility criteria of the bidder are listed under BID EVALUATION CRITERIA BID REJECTION CRITERIA (BEC-BRC) of the tender document.
- 1.2 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### 2.0 BID DOCUMENTS:

- 2.1 The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
  - i. A Tender Forwarding Letter.
  - ii. Instructions to Bidders (ITB)
  - iii. Bid Evaluation Criteria Bid Rejection Criteria (BEC-BRC)
  - iv. General Conditions of Contract (GCC): PART-I
  - v. Schedule of Work, Unit, Quantities (SOQ): PART-II
  - vi. Special Conditions of Contract (SCC): PART-III
  - vii. Schedule of Company's Plants, Materials and Equipment (SCPME): PART-IV [Not applicable for this Tender]
  - viii. Safety Measures (SM): PART-V
  - ix. Integrity Pact (IP): PART-VI
  - x. Bid Form: PROFORMA-I
  - xi. Statement of Non-Compliance: PROFORMA-II
  - xii. Authorisation for Attending Bid Opening: PROFORMA-III
  - xiii. PROFORMA of Letter of Authority: PROFORMA-IV

#### xiv. Bid Security Declaration-PROFORMA-V

- xv. PROFORMA for E-Remittance: PROFORMA-VI
- xvi. Format of Performance Security: PROFORMA-VII
- xvii. Agreement Form: PROFORMA-VIII
- xviii. Format of undertaking by Bidders towards submission of authentic information / documents: PROFORMA–IX
- xix. Certificate of Compliance of Financial Criteria: PROFORMA-X
- xx. Certificate of Annual Turnover & Net Worth: PROFORMA-XI
- xxi. Undertaking by vendor on submission of bank guarantee: PROFORMA-XII
  - xxii. Price Bidding Format (Attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's E-Tender portal)
  - xxiii. Technical Evaluation Sheet for BEC-BRC & others
  - xxiv. Commercial check List
- 2.2 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.
- 2.3 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, sociopolitical environment, safety & security aspects, law & order situation and

law of the land, 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.

#### 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 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.
- 3.3 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(s) / Corrigendum(s) / Amendment(s).
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal ["Technical RFx" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

# 5.0 PREPARATION OF BIDS:

- 5.1 Language of Bids: The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.
- 5.2 Bidder's / Agent's Name & Address: Bidders should indicate in their bids their detailed postal address including the Fax / Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in India, if any.
- 5.3 Documents comprising the bid: Bids are invited under **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 (to be uploaded in "Technical Attachments" tab):
    - a) Complete technical details of the services offered.

- b) Documentary evidence established in accordance with Clause No. 8.0.
- c) Bid Security Declaration as **PROFORMA-V** in accordance with Clause No. 9.0 hereunder.
- d) Bid Form as per **PROFORMA-I**.
- e) Statement of Non-compliance as per **PROFORMA-II**.
- f) Integrity Pact, digitally signed by OIL's competent personnel as PART-VI.
- g) **PROFORMA-IV** attached with the bid document to be signed by the bidder's authorized representative.
- h) All other relevant Undertakings and PROFORMAS as applicable as part of Bid.

Note: No price should be mentioned in the Technical Bid being uploaded in "Technical Attachments" tab. If any price is mentioned by the bidder in their Technical bid, then their bid will be rejected straightway.

(B) Price Bid (to be uploaded in "Notes and Attachments" tab)

The Price Bid Format containing the prices along with the currency quoted and any other commercial information pertaining to the service offered.

**6.0 BID FORM:** The bidder shall complete the Bid Form and upload the same along with their Technical bid.

#### 7.0 BID PRICE:

- 7.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E-Tender Portal under "Notes & Attachment" Tab. Prices must be quoted by the bidders as per the Price Bidding format.
- 7.2 Prices quoted by the successful bidder must remain firm during performance of the Contract and must not be subject to variation on any account, except as otherwise mentioned in the bid document.
- 7.3 All duties (except customs duty which will be borne by the Company) 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 considering the quoted GST in the Price Bid Format. For example, personal taxes and / or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.
- **8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:** These are listed in BEC-BRC of the tender documents.

#### 9.0 BID SECURITY

9.1 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 9.8.

- 9.2 All the bids must be accompanied by Bid Security in Original as prescribed under, for the amount as mentioned in the "Forwarding Letter" of the tender documents:
  - a. The Bid Security may be submitted in the form of irrevocable Bank Guarantee (as per **PROFORMA-V**) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker.
  - b. Alternately Bid Security can also be paid through Bank Draft/Cashier's Cheque/ Banker's Cheque/Fixed Deposit Receipt (Account OIL INDIA LIMITED)/irrevocable Letter of Credit/NEFT/RTGS/Electronic Fund Transfer through Online Payment Gateway of OIL's e-tender portal (subject to credit in OIL's account within prescribed time) to designated account of OIL.
  - i. If the Bid Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" payable at Duliajan.
  - ii. Bid Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to the following designated OIL's bank account:

	Bank Details of Bene	ficiary: OIL INDIA LIMITED
а	Bank Name	STATE BANK OF INDIA
b	Branch Name	Duliajan
С	Branch Address	Duliajan, DistDibrugarh
d	Bank Account No.	10494832599
е	Type of Account	Current Account
f	IFSC Code	SBIN0002053
g	MICR Code	786002302
h	SWIFT Code	SBININBB479

- iii. If the bid security is submitted through NEFT or RTGS mode, details such as **UTR No., Tender No., Bidder's name & Deposited Amount etc.** must be uploaded with the Unpriced Techno-Commercial Bid documents.
- c. In case of Bidders submitting Bid Security in the form of Bank Guarantee/ Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of Credit, the original hard copy of Bid Security should reach the office of <u>GM-CONTRACTS</u> on or before **12.45 p.m.** (**IST**) on the bid closing / opening date otherwise bid will be rejected.
- d. A scanned copy of Bid Security document should also be uploaded along with the Unpriced Techno-Commercial Bid documents.
- e. This Bid Security Deposit shall be refunded to all unsuccessful

bidders but is liable to be forfeited in full or part, at Company's discretion, as per **Clause No. 9.8** below. Bids without Bid Security Deposit in the manner specified above will be summarily rejected.

f. No other mode of payment will be accepted by the Company. The Bid Security shall not earn any interest to the bidder from the Company.

#### Note:

- i. Bidders claiming waiver of Bid Security shall upload supporting documents as mentioned in **Para No. 10.0** below along with technical bid.
- ii. Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected unless the bidder is exempted from submission of Bid Security as per Bid Security Exemption Criteria of this tender and proper proof towards this exemption is submitted by the bidder. This, being a Works Contract is excluded from the purview of Public Procurement Policy for MSEs Order,2012. Any subsequent deposit of Bid Security after the bid closing date shall not be permitted. Also, adjustment of Bid Security due against the instant tender, against dues from the Company or on any account shall not be permitted.
- 9.3 Any bid not secured in accordance with sub-clause 9.2 above shall be rejected by the Company as non-responsive.
- 9.4 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 9.5 Unsuccessful Bidder's Bid Security will be discharged and / or returned within 30 days after finalization of the Tender.
- 9.6 Successful Bidder's Bid Security will be discharged and / or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause No. 24.0 below is furnished.
- 9.7 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 9.8 The Bid Security may be forfeited:
  - a. If the bidder withdraws the bid within its original / extended validity.
  - b. If the bidder modifies / revises their bid suo-moto within its original / extended validity.
  - c. If the bidder does not accept the contract.
  - d. If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender / contract.
  - e. If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.

- 9.9 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited, and the party shall be debarred as per the prevailing Banning Policy of the Company (OIL).
- 9.10 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and / or if the Bid Security validity is shorter than the validity indicated in Tender and / or if the Bid Security amount is lesser than the amount indicated in the Tender.
- 9.11 The Bank Guarantee issuing bank branch must ensure the following:

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

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

[Tender Number should reflect in the SFMS text under MT 760 / MT 760 COV]

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to ICICI BANK LTD., Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

	Bank Details of Beneficiary	
A	Bank Name	ICICI Bank Ltd.
В	Branch Name	Duliajan
С	Branch Address	Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602
D	IFSC Code	ICIC0000213
E	Unique identifier code (Field 7037)	OIL503988890
F	Company name	Oil India Limited
Н	SWIFT Code	ICICINBBXXX

- 10.0 EXEMPTION FROM SUBMISSION OF BID SECURITY: (This, being a Works Contract is excluded from the purview of Public Procurement Policy for MSEs Order,2012) In case any bidder is exempted from paying the Bid security, they should upload the supporting documents along with their technical bid. The detailed guidelines for exemption of the Bid security are given below.
  - a) MSEs Units (manufacturers / Service Providers only and not their dealers / distributors) are eligible for exemption of Bid Security.
  - b) Central Government Departments and Central Public Sector Undertakings (CPSUs) are also exempted from submitting bid security.

Note: Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant Document/Certificate towards exemption of EMD, issued by appropriate authority.

c) Documentation required to be submitted by MSEs: **Refer Clause No.** 32.0 below.

# 11.0 PERIOD OF VALIDITY OF BIDS

- 11.1 Bids shall remain valid as per the requirement mentioned in forwarding letter 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 Original Bid Closing Date.
- 11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their Bid.

#### 12.0 SIGNING & SUBMISSION OF BIDS:

#### 12.1 Signing of bids:

12.1.1 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 Organization's Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only acceptable. Digital Signature Certificate having "Organization Name" field other than Bidder's Name shall be rejected summarily.

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.

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.

- 12.1.2 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 Authority (as per **PROFORMA-IV**) shall be indicated by written Power of Attorney accompanying the Bid.
- 12.1.3 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to

correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has / have digitally signed the Bid.

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

### 12.2 Submission of bids:

The tender is processed under 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 "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" Tab Page only. Prices to be quoted as per Price Bid Format and should be uploaded as 'Attachment' under "Notes & Attachments" Tab. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid submitted in physical form shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super-scribing the Tender no., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to CGM-Contracts, Oil India Ltd., Duliajan-786602 (Assam) on or before 12.45 Hrs (IST) on the bid closing date indicated in the IFB:

- a) Printed catalogue and literature if called for in the bid document.
- b) Any other document required to be submitted in original as per bid document.

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

- 12.2.1 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per PROFORMA-II of the bid document and the same should be uploaded along with the Technical Bid.
- 12.2.2 Timely delivery of the documents in physical form as stated in Para 12.2 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.
- 12.2.3 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

#### 13.0 DEADLINE FOR SUBMISSION OF BIDS:

13.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.

- 13.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 13.3 The documents in physical form as stated in Para 12.2 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs (IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.
- **14.0 LATE BIDS:** Bidders are advised in their own interest to ensure that their bids are uploaded in system much before the closing date and time of the bid. The documents in physical form if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

## 15.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 15.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has / have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.
- 15.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 15.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval by a Bidder shall be debarred from participation in future tenders of OIL.
- **16.0 EXTENSION OF BID SUBMISSION DATE:** Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and / or Time due to any reasons.

#### 17.0 BID OPENING AND EVALUATION:

- 17.1 Company will open the Bids, including submission made pursuant to Clause 12.2, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per **PROFORMA-III**) 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.
- 17.2 In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.
- 17.3 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.

- 17.4 Bids which have been withdrawn pursuant to **Clause 15.0** shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Security Declarations have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 17.5 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security Declaration and such other details as the Company may consider appropriate.
- 17.6 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 OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 17.7 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 any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 17.8 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.
- 17.9 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.

#### 18.0 OPENING OF PRICED BIDS:

- 18.1 In case of composite bid system, Price bids will be opened on the scheduled bid closing date itself.
- 18.2 In case of two-bid system, Company will open the Priced Bids of the technocommercially 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.

- 18.3 In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 18.4 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

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.

- **19.0 EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per BEC-BRC of the Tender Documents.
- 19.1 Discounts / rebates:
- 19.1.1 Unconditional discounts / rebates, if any, given in the bid will be considered for evaluation.
- 19.1.2 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.

#### **20.0 CONTACTING THE COMPANY:**

- 20.1 Except as otherwise provided in **Clause 17.0** above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide subclause 17.6.
- 20.2 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.

#### 21.0 AWARD OF CONTRACT:

- 21.1 **Award criteria:** The Company will award the Contract to the successful Bidder as per the evaluation criteria mentioned under BEC-BRC of the tender document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- **22.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:** Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

#### 23.0 NOTIFICATION OF AWARD:

23.1 Prior to the expiry of the period of bid validity or extended validity, 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.
- 23.2 The notification of award will constitute the formation of the Contract.
- 23.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 24.0 below, the Company will promptly notify each un-successful Bidder.
- **24.0 PERFORMANCE SECURITY:** Successful bidder has to submit Performance Security amount as mentioned in Forwarding Letter, within 02 Weeks from the date of issue of Letter of Award (LOA).
- a. The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per **PROFORMA-VII**) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. A duly filled undertaking towards details of the BG (as per **PROFORMA-XII**) must also be submitted along with the original BG.
  - b. Alternately, the Performance Security can also be paid through Bank Draft / Cashier's Cheque / Banker's Cheque / Fixed Deposit Receipt (Account OIL INDIA LIMITED) / irrevocable Letter of Credit / NEFT / RTGS (subject to credit in OIL's account within prescribed time) to designated account of OIL.
  - i. If the Performance Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" payable at Duliajan.
  - ii. Performance Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to the following designated OIL's bank account:

Bank Details of Beneficiary: OIL INDIA LIMITED			
а	Bank Name	STATE BANK OF INDIA	
b	Branch Name	Duliajan	
С	Branch Address	Duliajan, Dist-Dibrugarh	
d	Bank Account No.	10494832599	
е	Type of Account	Current Account	
f	IFSC Code	SBIN0002053	
g	MICR Code	786002302	
h	SWIFT Code	SBININBB479	

iii. If the Performance security is submitted through NEFT or RTGS mode, the bidder shall submit details such as **UTR No., Contract No., Bidder's name & Deposited Amount etc.** 

- c. In case of Bidders submitting Performance Security in the form of Bank Guarantee/Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of Credit, the original hard copy of Performance Security shall be submitted within the time frame as stipulated in the LOA.
- d. No other mode of payment other than the mode covered under Point Nos. a. & b. will be accepted by the Company.
- 24.2 Performance Security shall not accrue any interest during its period of validity or extended validity.
- 24.3 The Bank Guarantee issuing bank branch must ensure the following:

  The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:
  - (i) MT 760/MT 760 COV for issuance of bank guarantee.
  - (ii) MT 760/MT 767 COV for amendment of bank guarantee.

[Tender Number should reflect in the SFMS text under MT 760/MT 760 COV]

The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602. The Bank details are as under:

Bank Details of Beneficiary			
Α	Bank Name	HDFC BANK LTD	
В	Branch Name	DULIAJAN	
С	Branch Address	Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602	
D	Banker Account No.	21182320000016	
E	Type of Account	Current Account	
F	IFSC Code	HDFC0002118	
G	MICR Code	786240302	
Н	SWIFT Code	HDFCINBBCAL	

- 24.4 This Performance Security must be valid for **90 (Ninety) days** after the date of expiry of the contract period / defect liability period (if any). In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.
- 24.5 The Performance Security Deposit will be refunded to the Contractor after **90** (**Ninety**) **days** of satisfactory completion of works / defect liability period (if any) under the contract (including extension, if any), but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

#### **25.0 SIGNING OF CONTRACT:**

- 25.1 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 & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.
- 25.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 25.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. In case the Bidder fails to sign the contract or submit the Performance Security within the stipulated time as defined in the tender document, Oil India Limited will suspend the Bidder for a period of two years without conducting any enquiry.
- **26.0 CREDIT FACILITY:** Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government credits indicating the applicable terms and conditions of such credit.

#### 27.0 MOBILIZATION AND ADVANCE PAYMENT:

- 27.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilization 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.
- 27.2 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 mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.
- 27.3 In the event of any extension to the mobilization 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.

#### 28.0 GOODS AND SERVICES TAX:

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

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

28.2 Bidder should also mention the **Harmonised System of Nomenclature** (**HSN**) and **Service Accounting Codes (SAC)** at the designated place in the Price Bid Format.

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

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

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

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

OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules / regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and / or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

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

- 28.5 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods / services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- 28.6 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 28.7 GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.
- 28.8 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST / UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 28.9 OIL will prefer to deal with registered supplier of goods / services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting

- their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 28.10 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- 28.11 The Supplier of Goods / Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.
- 28.12 In case the GST rating of bidder on the GST portal / Govt. official website is negative / black listed, then the bid may be rejected by OIL.

#### 29.0 INTEGRITY PACT:

- 29.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide PART-VI of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's eportal. 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 Eportal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.
- 29.2 OIL has appointed Shri Ram Phal Pawar, IPS (Retd.), Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC and Shri Om Prakash Singh, IPS (Retd.) as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:
  - a. Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA E-mail: rpawar61@hotmail.com
  - b. Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC E-mail: tmbhasin@gmail.com
  - c. Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh E-mail: Ops2020@rediffmail.com

#### **30.0 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

#### E-TENDER NO. CDI4618P24

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.

**31.0 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.

#### PRE-QUALIFICATION CRITERIA (PQC)

# BID EVALUATION CRITERIA (BEC) - BID REJECTION CRITERIA (BRC)

# 1.0 BID EVALUATION CRITERIA (BEC):

The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid

#### 1.1 Eligibility Criteria:

The bidder must be incorporated in India and must maintain more than 20% local content (LC) for the offered services to be eligible to bid against this tender.

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide Letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020 by-MoPNG (including subsequent amendments thereof, if any) shall be applicable.

If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.

Whether or not the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:

- (a) Without specifying the unit rates and bid amount in the technical bid, the bidder must provide the percentage (%) of local content in their bid, without which the bid shall be summarily rejected being noncompliant.
- (b) The Bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney along with the bid, specifying the LC Percentage and such undertaking shall become a part of the contract, if awarded. [Format enclosed as Proforma-XVI].
- (c) Bidder to submit a copy of their Certificate of Incorporation/registration in India.

#### 1.2 Technical Criteria:

**1.2.1 (A)** The Bidder must be OEM (Original Equipment manufacturer) of 33KV GIS with E-House. They must submit a self-certified document in support of the same.

OR

**(B)** The bidder must be Authorized Business partner/Authorized dealer/Authorized system integrators/Implementers of OEM.

If the bidder is authorized Business partner or authorized dealer/authorized system integrators or implementers of OEM, such bidders shall also submit a certificate as per the enclosed format as **ANNEXURE-A** issued by the OEM authorising them to participate in the Tender. Any bid not meeting this requirement shall be straightway rejected.

Any Bidder, if participated in the tender as Joint Venture, Consortium and through any other arrangement like MOU with another party, such offers shall not be considered for evaluation.

- 1.2.2 Bidder must have experience of successfully completing at least one work of Designing, supply, installation, testing and commissioning of 33KV GIS with E-House of minimum value Rs. 3.6 Crore (Three Crore Sixty Lakh) only in previous 07 (seven) years reckoned from the original bid closing date with PSUs / Central Government / State Government Organization / Public Limited Company in India.
- **1.2.3** The Bidder must have an Electrical Contractors' License issued or recognized by the Electrical Licensing Board, Government of Assam. This Electrical Contractor's license shall be valid as on original bid closing date. Bidder must submit a copy of valid Electrical Contractors' License in support of above.

Bidders having valid Electrical Contractors' License issued by any State Government Electrical Licensing Board of India other than that of Assam can also participate in the tender provided such bidders submit a copy of their valid electrical contractor's license along with an undertaking stating that on award of contract to them they will submit either a valid Electrical Contractors' License issued by Electrical Licensing Board, Government of Assam in their name or get their Electrical Contractors' License recognized / endorsed by Electrical Licensing Board, Government of Assam for executing the job at Assam within 30 days from date of award of the contract and the same will be subsequently renewed till the completion of the contract.

**1.2.4** Bidder shall provide Type test certificate, not older than 10 years from the Original Bid Closing Date, from NABL/BIS/CPRI accredited Laboratory or NABL/BIS/CPRI Laboratory for all major equipment viz. 33KV Switch Board, 11KV Panel, Station Transformer.

#### Notes to BEC Clause No. 1.2.1 (B):

i. Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause Nos. 1.2.2 can also be considered

provided the Bidder is an Authorized Business partner/Authorized dealer/Authorized system integrators/Implementers of OEM who meets the experience criteria as stipulated in Clause 1.2.2. Such bidder shall have experience of "Successfully carrying out installation, testing and commissioning of 33KV equipment" in previous 07 (seven) years reckoned from the original bid closing date with PSUs / Central Government / State Government Organization / Public Limited Company in India. However, the respective OEM should on its own meet the experience criteria as stipulated in the BEC Clause 1.2.2 above and should not rely on any other company or through any other arrangement for meeting the experience criteria.

ii. The Supporting Company (OEM) shall not be allowed to quote separately/ independently/or through any other arrangement. All the bids received in such case shall be summarily rejected. Further, all bids from parties with technical support from the same OEM shall be rejected.

# **1.2.5** Documentary proofs to be submitted:

Duly filled **Technical Evaluation Sheet** in the prescribed format attached herewith must be submitted along with the bid.

#### For BEC Clause No. 1.2.1 (B):

# If the bidder is authorized Business partner or authorized dealer/authorized system integrators or implementers of OEM:

(i) A certificate as per the enclosed format as **ANNEXURE-A** issued by the OEM authorising them to participate in the Tender. Any bid not meeting this requirement shall be straightway rejected.

# If the bidder is Authorized Business partner/Authorized dealer/Authorized system integrators/Implementers dependent upon the experience of the OEM:

- i) The bidder must submit, along with other documents as mentioned in Clause 1.2, contract document showing details of work as mentioned in **Notes to BEC Clause 1.2.1 (B)** and a job completion certificate showing work order number/contract number, nature of job and date of completion issued by any PSUs / Central Government / State Government Organization / Public Limited Company in India.
- ii) With a view to ensure commitment and involvement of the OEM for successful execution of the contract, the participating bidder should enclose an agreement (as per format enclosed as **ANNEXURE-B**) between the OEM and the Authorized Business partner/Authorized dealer/Authorized system integrators/Implementers to OIL for fulfilling the obligation under the agreement, along with the Technical bid failing which the bid will be liable for rejection.

- iii) Undertaking by the OEM to provide additional Performance Security equivalent to 50% of the value of the Performance Security which is required to be submitted by the bidding company in case the supported bidding company is the successful bidder. The validity of this Performance Security would be three (03) months beyond the contract period.
- iv) Undertaking from the OEM to the effect that in addition to invoking the Performance Security submitted by the contractor, the Performance Security provided by OEM shall be invoked by OIL due to non-performance of the contractor.

#### For BEC Clause No. 1.2.2:

- **A.** For proof of requisite Experience (refer Clause No. 1.2.2), the following documents / photocopy (self-attested / attested) must be submitted along with the bid:
- (i) Contract document / LoA / WO showing details of work,

#### AND

- (ii) Job Completion Certificate showing:
  - (i) Gross value of job done
  - (ii) Nature of job done and Work order no. / Contract no.
  - (iii) Contract period and date of completion

#### <u>OR</u>

SES (Service Entry Sheet) / Certificate of Payment (COP) issued by the company indicating the following:

- (i) Work order no. / Contract no.
- (ii) Gross value of jobs done
- (iii) Period of Service
- (iv) Nature of Service

#### For BEC Clause No. 1.2.4:

Following type test certificates to be provided along with the bid:

- i. Dielectric voltage withstand tests.
- ii. Power frequency withstand voltage.
- iii. Impulse withstand voltage
- iv. Making and breaking capability test
- v. Short time current test and peak current test
- vi. Electrical / Mechanical endurance test
- vii. Continuous current carrying and temperature rise test
- viii. Current path resistance measurement
- ix. Pressure Tests

- x. Partial discharge test
- xi. Internal arc tests
- xii. Proof tests for enclosures:
  - a) Circuit breakers (in accordance with IEC 56) –
     Tests to prove performance when breaking line charging currents.
    - Tests to prove performance when breaking small inductive currents.
    - Mechanical and environmental test
  - b) Disconnectors and Earthing Switches (in accordance with IEC 1259) bus charging current switching test
  - c) Current Transformers (in accordance with IEC 185)
  - d) Potential Transformer (in accordance with IEC 186)
- **B.** Only Letter of Intent (LOI) / Letter of Award (LOA) and/ or Work Order(s), Job Completion certificate are not acceptable as evidence of experience. Successful completion of the awarded contract(s) to the extent of value/volume, as stipulated respectively under Clause 1.2.2 will only be treated as acceptable experience.
- **C.** In case requisite experience is against <u>OIL's CONTRACT</u>, bidder shall only be required to categorically specify OIL's Contract Number and date to consider the experience as mentioned in PARA 1.2.2.
- **D.** Following work experience will also be taken into consideration:
- (a) If the prospective bidder is executing similar work which is still running and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.
- **(b)** In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date.
- (c) If the prospective bidder has executed a contract in which similar work is a component of the contract.
  - In case the document submitted as per **Para A**, (i) & (ii) above are not sufficient to establish the value/quantity/period of the similar work against **Para D**, (a), (b) & (c) above the bidder shall also have to submit the breakup of the works executed under such contract(s) clearly indicating the value / quantity / period of SIMILAR work which should be certified by the end user or a certificate issued by a practicing Chartered / Cost Accountant Firm (with Membership Number, UDIN & Firm Registration Number).

**E.** SIMILAR work executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.

#### 1.2 Financial Criteria:

- (i) Annual Financial Turnover of the bidder in any of preceding 03 (three) financial / accounting years, reckoned from the original bid closing date should be at least Rs. 3.6 Crore (Three Crore Sixty Lakh) only.
- (ii) Net worth of bidder must be positive for preceding financial / accounting year.

#### Note:

- Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).
- Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium Aggregate value of accumulated losses (excluding revaluation reserves) deferred expenditure Miscellaneous Expenditure to the extent not written off and carried forward Loss Reserves created out of write back of depreciation and amalgamation".
- The Net worth to be considered against the clause above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of The Companies Act, 2013.

#### Notes to BEC Clause No. 1.3:

- **A.** For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the bid:
- (i) A certificate\* issued by a practicing Chartered / Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **PROFORMA-XV**.

OF

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

#### \*Note:

- Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.
- In case the bidder is a Central Govt. organization / PSU /State Govt. organization / Semi-State Govt. Organization or any other Central / State

Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidences for the same.

- В. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months / within the due date for furnishing of audit report as Section 139(1) of Act, 1961 (read along ΙT circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **PROFORMA-X**.
- **C.** In case the bidder is a Government Department, they are exempted from submission of documents mentioned under para **A.** and **B.** above.

#### 2.0 COMMERCIAL EVALUATION CRITERIA

- **2.1** Bids are to be submitted under Single-Stage Two-Bid System i.e., Un-priced Techno-Commercial Bid and Price Bid in their respective fields in e-tender portal. Only the Price Bid should contain the quoted price.
- **2.2** The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non- responsive and rejected.

Note: The breakup of the quoted/offered price i.e., the duly filled Price Bid Format MUST NOT be uploaded with the technical bid; otherwise, the bid shall be rejected straightway.

- 2.3 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the office of GM- Contracts, OIL at Duliajan on or before 12.45 Hrs (IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be ₹ 13,30,000.00. Bid without proper & valid Bid Security will be rejected. This, being a Works Contract is excluded from the purview of Public Procurement Policy for MSEs Order,2012. Bidders may refer ITB clause 9.0 for details of submission of bid security.
- **2.4** Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable.
- **2.5** Any bid received in the form of Physical document/ Telex/ Cable/ Fax/ Email will not be accepted.

- **2.6** Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.
- **2.7** Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
- **2.8** Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- **2.9** Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:
  - (i) Firm price
- (ii) Bid Security
- (iii) Period of validity of Bid
- (iv) Price Schedule
- (v) Performance Bank Guarantee / Security deposit
- (vi) Delivery / Completion Schedule
- (vii) Scope of work
- (viii) Guarantee of material / work
- (ix) Liquidated Damages clause
- (x) Tax liabilities
- (xi) Arbitration / Resolution of Dispute Clause
- (xii) Force Majeure
- (xiii) Applicable Laws
- (xiv) Specifications
- (xv) Integrity Pact
- **2.10** There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.
- **2.11** Bid received with validity of offer less than **One Hundred and Twenty (120) Days** from Bid Closing Date will be rejected.
- **2.12** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **PROFORMA-XIII** of the tender document. This Integrity Pact proforma has been duly signed by OIL's competent signatory. The proforma must be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who sign the Bid.

#### 3.0 PRICE EVALUATION CRITERIA

**3.1** Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A

substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.

- **3.2** Bidders are required to quote for all the items in the BOQ/Price Bid/Financial Document. In case the bidder does not quote against any of the line items, the total bid value shall be considered as inclusive of the cost of the service/item.
- **3.3** It is to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameters.
- **3.4** The bidders are advised not to offer any discount/rebate separately and to offer their prices after considering discount/rebate, if any.
- **3.5** Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.
- 3.6 The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e., considering the Total quoted price inclusive of all liabilities and GST.
- **3.7** Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to the L-1 bidder.
- **3.8** In case of identical overall lowest offered rate by more than 01 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.
- **3.9** OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- **3.10** When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.
- **3.11** Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.
- **3.12** For evaluation purpose, quoted unit rates against each Line Item of the price bidding format shall be considered only upto 02 (two) decimal places without rounding off for evaluation.

#### 4.0GENERAL

**4.1** In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation

when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.

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

#### 6.0 PURCHASE PREFERENCE POLICY (PPP-MII):

Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022, shall be applicable in this tender. Bidders to check the provisions of the Order for their eligibility to bid and seek benefits for Purchase preference, accordingly. The minimum local content and the margin of purchase preference are as per notifications from Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India from time to time.

# 7.0 THIRD PARTY INSPECTION:

7.1 Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify various documents required against BEC/BRC of the tender:

# E-TENDER NO. CDI4618P24

Name of Independent Inspecti Agency	Contact E-mail ID
M/s. RINA India Pvt. Ltd.	a. ssd@rina.org b. Andrea.Vattuone@rina.org
M/s. Dr. Amin Controllers Pvt.	a. <u>rkjain@rcaindia.net</u>
Ltd.	b. <u>info@rcaindia.net</u>
M/s. Germanischer Llyod	a. mangesh.gaonkar@dnvgl.com
Industrial Services GmbH (DNV	
GL- Oil & Gas)	
M/s. TÜV SÜD South Asia Pvt.	a. Jaimin.Bhatt@tuv-sud.in
Ltd.	b. sanjaykumar.singh@tuv-sud.in
	c. Pankaj.Narkhede@tuv-sud.in
	d. Ajit.Yadav@tuv-sud.in
M/s. IRCLASS Systems and	a. abhishek.singh@irclass.org
Solutions Private Limited	b. <u>pradeep.bansal@irclass.org</u>
	c. Asim.Hajwani@irclass.org
	d. Amit.Ketkar@irclass.org e. industrial_services@irclass.org
M/s. Gulf Llyods Industrial	a. contact@gulflloyds.com
Services (India) Pvt. Ltd.	<ul><li>b. <u>bbhavsar@gulfllyods.com</u></li><li>c. <u>inspection@gulflloyds.com</u></li></ul>
	d. gulflloyds.india@gmail.com
M/s. TUV India Private Limited	a. salim@tuv-nord.com
	b. <u>delhi@tuv_nord.com</u>
M/s. TÜV Rheinland (India) Pvt.	a. Shailesh.Deotale@ind.tuv.com
Ltd.	b. <u>ravi.kumar@ind.tuv.com</u>
	c. rupeshkumar.singh@ind.tuv.com
	d. Neeraj.Chaturvedi@ind.tuv.com
M/s. Bureau Veritas (India)	a. <u>udit.chopra@bureauveritas.com</u>
Private Limited	<ul><li>b. <u>vishal.sapale@bureauveritas.com</u></li><li>c. dinesh.sukhramani@bureauveritas.com</li></ul>
	d. p.sridhar@bureauveritas.com
	e. hariprasad.jhawar@bureauveritas.com
	f. amit.shaw@bureauveritas.com
	g. <u>business.support@bureauveritas.com</u>
	h. labhanshu.sharma@bureauveritas.com
	<ul><li>i. pramodkumar.yadav@bureauveritas.com</li><li>j. sonal.lad@bureauveritas.com</li></ul>
	k. bvindia.corporate@in.bureauveritas.com
	M/s. RINA India Pvt. Ltd.  M/s. Dr. Amin Controllers Pvt. Ltd.  M/s. Germanischer Llyod Industrial Services GmbH (DNV GL- Oil & Gas)  M/s. TÜV SÜD South Asia Pvt. Ltd.  M/s. IRCLASS Systems and Solutions Private Limited  M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.  M/s. TÜV Rheinland (India) Pvt. Ltd.  M/s. Bureau Veritas (India)

- 7.2The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by anyone of the above Independent Inspection Agencies and submit the duly certified **Inspection Certificate** by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and Payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third-Party Inspection Agencies.
- 7.3As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an **Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within 07** (Seven) days of bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility.
- 7.4The methodology of inspection/ verification of documents followed by the agencies is broadly as under but not limited to:
  - (a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Rejection & Bid Evaluation Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empaneled third-party certifying agencies for verification/certification. Neither OIL nor the third-party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.
  - (b) The prospective bidder shall contact any of the empaneled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. They shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification of documents by OIL's empaneled third-party agency shall not automatically make the bidder eligible for award of contract.
  - (c) Verification of documents are normally categorized as under:

#### i General Requirement:

- Check Bidder's PAN Card
- Check Bidder's GST Certificate
- Check ITR of company last three years (minimum)
- Check Bidder's Certificate of Incorporation Domestic Bidder.

# ii Additional Documents: (If applicable against the tender)

- Joint Ventures Agreements To cross-check with JV Partners
- Consortium Agreements To cross-check with Consortium Partners
- Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company To check the Share Holding pattern

#### iii Technical Criteria

• To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender.

#### **Notes:**

- (i) If any documents LOI/LOA/Contracts etc. are submitted towards BEC/BRC experience criteria issued by Oil India Limited, such documents need not be verified by TPI agency.
- (ii) Format for Inspection Certificate from TPI Agency as per format (**Proforma-XVI**) enclosed should be submitted along with the Bid.

Note: If any documents LOI/LOA/Contracts etc. are submitted towards BEC/BRC experience criteria issued by Oil India Limited, such documents need not be verified by TPI agency.

# 8.0 FINANCING OF TRADE RECEIVABLES OF MICRO AND SMALL ENTERPRISES (MSES) THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TREDS) PLATFORM:

Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TReDS platform with M/s RXIL and M/s A TREDS Ltd (invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discontinuing / electronic factoring services on TReDS platform and following the producers defined therein, provided OIL is also participating in such TReDS Platform as a buyer.

- (i) MSE vendor should be aware that all cost relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discontinuing Charges, interest on financing, or any other charges known by any name shall be borne by MSE Vendor.
- (ii) MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL, and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from sellers submission, posting or display, participation, in any manner, on the TReDS platform or from the use of Services or from the buyer's breach of any of the terms and

- conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.
- (iii) OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

#### Note:

- (i) Buyer means OIL, who has placed Purchase Order / Contract on a MSE Vendor (Seller).
- (ii) Seller means a MSE vendor, who has been awarded Purchase Order / Contract by OIL (Buyer).
- **9.0 COMPLIANCE OF THE COMPETITION ACT, 2002**: The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.
- 10.0 CHECKLIST FOR BEC-BRC: Enclosed as TECHNICAL EVALUATION SHEET (PROFORMA-XX) and COMMERCIAL CHECK-LIST (PROFORMA-XII). Must be submitted along with the technical bid. However, in case a bidder does not submit these proformas along with bid, he shall be given a timeline of one week from the bid opening date to submit the duly filled up proformas failing to which his bid shall not be considered for evaluation.

\*

## ANNEXURE-A TO BEC-BRC

Sample Format of authorization letter from OEM

## (To be typed on the letterhead of the OEM and must be duly sealed and signed by authorised signatory of OEM)

Ref. N	No Date			
Oil In	– Contracts (HoD) dia Limited, jan -786602			
	Authorization Certificate			
Ref: `	Your tender enquiry No Dated			
1.0	The bidder M/sis our Authorized Business partner/Authorized dealer/Authorized system integrators/Implementers of OEM.			
2.0	We hereby authorize $M/s$ to participate in the above-mentioned tender on the basis of my credentials, for which we shall have no objection.			
3.0	We affirm that we shall bear the responsibility and accountability in regard to design, manufacturing supply & installation of 33KV GIS with E-House.			
4.0	We affirm that we shall provide onsite warranty for 5 years from the date of Installation & Commissioning.			
5.0	Confirmation of availability of spares for all the equipment for next 10 years from the date of supply of the product.			
6.0	Upon award of the contract, we shall provide full OEM support for the entire duration of the contract, including in extension period (if any).			
Yours	s faithfully,			
Signa Name	ype name of the firm here) ture of Authorized Signatory e: Designation: Phone No.: Place: Date: Email: Seal of the Organization here, if applicable)			
	**************************************			

## ANNEXURE-B TO BEC-BRC

# FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR OEM (TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

	This agreement made this day of month year by and between M/s (Fill in the Bidder's full name, constitution and registered office address) hereinafter referred to as bidder on the first part and M/s				
	(Fill in full name, constitution and registered office address of OEM) of the other part:				
	•	WHEREAS			
	Tender No for	eferred to as OIL) has invited offers vide their and ls to bid against the said tender and desires to[OEM] and whereas OEM represents erstood the requirements of subject tender and de the services as required by the bidder for f awarded to the bidder.			
	Now, it is hereby agreed to by and bet	ween the parties as follows:			
1.	. M/s(Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document as a main bidder and liaise with OIL directly for any clarifications etc. in this context.				
2.	M/s (OEM) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender/ Contract for which offer has been made and accepted by the bidder.				
3.	This agreement will remain valid till validity of bidder's offer to OIL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by OIL to the bidder.				
4.	. It is further agreed that for the performance of work during contract period bidder and OEM shall be jointly and severely responsible to OIL for satisfactory execution of the contract.				
5.	However, the bidder shall have the or the contract awarded by OIL.	verall responsibility of satisfactory execution of			
	In witness whereof the parties hereto hamentioned above.	ave executed this agreement on the date			
	For and on behalf of M/s	For and on behalf of M/s			
	(Bidder)	(OEM)			

## E-TENDER NO. CDI4618P24

Witness:	<u>Witness:</u>	
1.	1.	
2.	2.	
******* <b>END</b>	O OF PQC***********************	•

#### GENERAL CONDITIONS OF CONTRACT (GCC)

#### 1.0 APPLICABILITY, DEFINITION & INTERPRETATION:

## 1.1 Applicability

All clauses in the General Conditions of Contract [GCC] shall apply to all transactions except as otherwise stated in the Special Conditions of Contract [SCC] and/or BEC-BRC. Furthermore, in the event if there is any conflict between the Principal text of the Agreement and the Appendixes, the Principal text will prevail.

## 1.2 Definition & Interpretation

In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

## 1.2.1 COMPANY / OIL / Operator:

Shall mean Oil India Limited [OIL] a public sector undertaking, incorporated under COMPANY's Act 1956 having its registered office at Duliajan-786602, Assam, India and includes its successor and permitted assigns.

## 1.2.2 CONTRACTOR:

Shall mean the person or persons, firm or COMPANY or corporation incorporated in India or abroad, who has been awarded with the contract and includes contractor's legal representatives, his successors and permitted assigns.

#### 1.2.3 Contract:

Shall mean a written agreement between the COMPANY and the CONTRACTOR for execution of the services / works including all contract documents and subsequent amendments, if any.

#### 1.2.4 Site:

Shall mean the place in which the operations / services are to be carried out or places approved by OIL for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

#### 1.2.5 COMPANY's Site Representative / Engineer:

Shall mean the person or the persons appointed by the COMPANY from time to time to act on its behalf at the site for overall co-ordination, supervision and project management at site.

#### 1.2.6 Sub-Contract:

Shall mean order / contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of COMPANY on third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.

#### 1.2.7 Sub-Contractor:

Shall mean any person or firm or COMPANY (other than CONTRACTOR) to whom any part of the work has been entrusted by CONTRACTOR, with written consent of OIL or the persons appointed by OIL, successors and permitted assigns of such persons, firm or COMPANY).

## 1.2.8 Contractor's Representative:

Shall mean such person / or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the COMPANY as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

## 1.2.9 Contract Price / Value:

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted in tender and / or the contract rates as payable to the CONTRACTOR for the entire execution and completion of the services / works, including amendments / modification / change order issued by the COMPANY.

## 1.2.10 Firm price:

The prices will remain unchanged, except for statutory changes, during currency of the CONTRACT unless specifically agreed to in writing by COMPANY.

## 1.2.11 Service / Works / Operations:

Shall mean and include all items and things to be supplied / done and all work / Service to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT and shall also include all extra, additional, altered or substituted works / services as required for the purpose of successful execution of the Contract.

#### 1.2.12 Equipment / Materials / Goods:

Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the COMPANY for / under the CONTRACT and amendments thereto.

#### 1.2.13 Drawings:

Shall mean and include all Engineering sketches, general arrangements / layout drawings, sectional plans, all elevations, photographs, etc. related to the CONTRACT together with modification and revision thereto.`

## 1.2.14 Specifications:

Means and includes all technical specifications, provision attached and referred to in the tender / contract document regarding method and manner of performing the services and qualities of the service / materials to be provided under the contract and also as modified by the COMPANY / its site representative during the execution of contract in the best interest of service.

#### 1.2.15 Engineer In-charge (EIC):

Shall mean the person designated from time to time by the COMPANY and shall include those who are expressly authorized by the COMPANY to act for and on its behalf for operation of the contract.

## 1.2.16 Inspectors:

Shall mean any person or outside Agency nominated by COMPANY to inspect equipment, materials and services, if any, in the CONTRACT (stage wise as well as final) as per the terms of the CONTRACT.

#### 1.2.17 Tests:

Shall mean such process or processes to be carried out by the CONTRACTOR as are prescribed in the CONTRACT, considered necessary by the COMPANY or their representative to ascertain quality, workmanship, performance and efficiency of equipment or services thereof.

## 1.2.18 Approval:

Shall mean and include the written consent duly signed by COMPANY or their authorized official in respect of all documents, drawings or other particulars in relation to the CONTRACT

#### 1.2.19 Day:

Shall mean a calendar day of twenty-four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.

#### 1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

#### 1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

## 1.2.22 Working day:

Means any day which is not declared to be holiday by the COMPANY.

#### 1.2.23 Bid / offer:

Shall mean the proposal / Offer along with supporting documents submitted by the bidder in response to the tender or enquiry in accordance with the terms of Tender or Enquiry, for consideration by COMPANY, prior to award of contract.

#### 1.2.24 Guarantee:

Shall mean the period and other conditions governing the warranty / guarantee of the services as provided in the CONTRACT.

#### 1.2.25 Mobilization:

Shall mean rendering the equipment fully manned and equipped as per CONTRACT and ready to begin work at site designated by the COMPANY and accepted by the COMPANY after inspection.

#### 1.2.26 De-mobilization:

Shall mean the removal of all items forming part of the Mobilization from the site of the COMPANY and inspection and acceptance thereafter by the COMPANY including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in accordance with relevant notification from Customs Authorities.

#### 1.2.27 Willful Misconduct:

Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property of the Company or Third Party.

### 1.2.28 Gross Negligence:

Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or unjustifiable indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

## 1.2.29 Criminal Negligence:

Shall mean that the crime happened negligently, there was duty of care upon the Person but inadvertently due to his negligence, the duty was breached, which causes harm to the people in the form of death or serious injury.

#### 1.2.30 GST Legislations:

'GST legislations' means 'any or all of the following legislations as may be applicable to the CONTRACTOR and OIL:

- (A) The Central Goods & Services Tax Act, 2017;
- (B) The Integrated Goods & Services Act, 2017;
- (C) The Union Territory Goods & Services Tax Act, 2017;
- (D) The respective State Goods & Service Tax Acts'
- (E) The Goods and Services (Compensation to States) Act, 2017
- (F) The Customs Act and the Customs Tariff Act.
- (G) Any other applicable Act related to GST

#### 2.0 CONTRACT DOCUMENT:

- **2.1 Governing language:** The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.
- **2.2 Entire Agreement:** The CONTRACT constitutes the entire agreement between OIL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the contract or included by reference.
- **2.3 Amendment in CONTRACT:** No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

## 3.0 WAIVERS AND AMENDMENTS:

**3.1 Waivers:** It is fully understood and agreed that none of the terms and conditions

of this contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

**3.2 Change Program:** It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY's instruction in this regard shall be final and binding.

#### 4.0 CONTRACT TIMELINE:

**4.1** Effective Date of Contract: The contract shall become effective as on the date COMPANY notifies the CONTRACTOR in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the COMPANY will be the Effective Date of Contract. All terms and conditions of the contract shall come into force with the date of issuance of LOA.

#### 4.2 Date of Commencement of Operation:

The date on which the mobilization is completed in all respects and CONTRACTOR is ready to commence operation as per the contract provision [Certified by the COMPANY's representative] will be treated as the date of Commencement of Operation.

#### 4.3 Duration of the contract:

The contract shall be valid for a period as defined in the LOA and Special Conditions of Contract [SCC].

#### 5.0 SCOPE OF WORK / CONTRACT:

Scope of the CONTRACT shall be as defined in the CONTRACT, specifications, drawings and Appendices.

## **6.0 GENERAL OBLIGATION OF CONTRACTOR:**

CONTRACTOR shall, in accordance with and subject to the terms and conditions of this Contract:

- **6.1** Perform the work described in the Terms of Reference / Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.
- **6.2** Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours / personnel as required to perform the work.
- **6.3** 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.
- **6.4** Comply with all applicable statutory obligations specified in the contract.
- 6.5 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.
- **6.6** CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied

#### E-TENDER NO. CDI4618P24

themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, 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.

**6.7** 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.

## 7.0 GENERAL OBLIGATION OF COMPANY:

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

- **7.1** Pay CONTRACTOR in accordance with terms and conditions of the contract.
- **7.2** Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.
- **7.3** Perform all other obligations required of COMPANY by the terms of this contract.

#### 8.0 DUTIES AND POWER / AUTHORITY:

## 8.1 OIL's site representative / engineer:

The duties and authorities of OIL's site representative / engineer are to act on behalf of OIL for:

- i. Overall supervision, co-ordination and Project Management at site
- ii. Proper and optimum utilization of equipment and services.
- iii. Monitoring of performance and progress
- iv. Commenting / countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- v. He shall have the authority, but not obligation at all times and any time to inspect / test / examine / verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector.

Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.

vi. Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature / comments of the OIL's representative / engineer without which no claim shall be entertained by the OIL.

#### 8.2 CONTRACTOR's representative:

- (a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorization from the CONTRACTOR.
- (b) Representative(s) shall liaise with OIL's representative / engineer for the

proper co-ordination and timely completion of the works and on any matter pertaining to the works.

- (c) Representative(s) shall extend full co-operation to OIL's representative / inspector / engineer in the manner required by them for supervision / inspection / observation of equipment, material, procedures, performance, reports and records pertaining to works.
- (d) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

## 9.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR:

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

- 9.1 The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.
- **9.2** 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, enroute / local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.
- **9.3** However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.
- **9.4** CONTRACTOR's key personnel shall be fluent in English language (both writing and speaking).

#### 10.0 PERFORMANCE SECURITY:

- 10.1 On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of a Bank Draft / Cashier's Cheque / Banker's Cheque\* / NEFT / RTGS / Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:
  - a. Any schedule Indian Bank or any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR / service provider.

OR

b. Any scheduled bank in India or from International bank which has its branch in India registered with Reserve Bank of India, in case of foreign CONTRACTOR / service provider.

OR

c. Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in

India of any Scheduled Bank incorporated in India.

<u>Note:</u> Bank Guarantee issued by a Scheduled Bank of India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

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

Full address

Branch Code

Code Nos. of the authorized signatory with full name and designation.

Phone Nos.

Fax Nos.

E-mail address.

- 10.3 The domestic CONTRACTOR / Service Provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.
- 10.4 The foreign CONTRACTOR / Service Provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.
- **10.5** The Performance Security shall be denominated in the currency of the contract.
- 10.6 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. 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.
- 10.7 The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and / or non-performance / un-satisfactory performance of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance / un-satisfactory performance.
- **10.8** The Performance Security will not accrue any interest during its period of validity or extended validity.
- **10.9** Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.
  - # Subject to credit in OIL's account within prescribed time
  - \* The validity of Bank Draft / Cashier's / Banker's Cheque (as applicable) should not be less than **03 (three) months**.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and / or in the event of termination of the contract under provisions of Integrity Pact and / or in respect of any amount due from the CONTRACTOR to OIL, OIL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to OIL on demand.

## 11.0 SIGNING OF CONTRACT:

11.1 The successful bidder is required to sign a formal detailed contract with OIL within a maximum period of 60 days of date of LOA. Until the contract is signed, the LOA as well as GCC & SCC as prescribed in the Tender, shall remain binding amongst the two parties. In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at <a href="www.oil-india.in">www.oil-india.in</a>].

## 12.0 CLAIMS, TAXES & DUTIES:

- **12.1 Claims:** CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of COMPANY. COMPANY may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.
- **12.2 Notice of claims:** CONTRACTOR or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.

#### 12.3 Taxes:

- 12.3.1 CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPNAY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.
- **12.3.2** 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.
- **12.3.3** CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.
- **12.3.4** 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. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- **12.3.5** 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.

- **12.3.6** Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.
- **12.3.7** Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.
- **12.3.8** All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.
- 12.3.9 CONTRACTOR shall provide all the necessary compliances/ invoice/documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).
- **12.3.10** The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:
  - i. Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR)
  - ii. Name and Address and GST Registration Number of the Service Receiver (Address of OIL)
  - iii. Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess)
- **12.3.11** In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.
- **12.3.12** The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.
- 12.3.13 OIL would not accept any invoice without its GSTIN mentioned on the invoice

Note: CONTRACTOR who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice, which will have GSTIN of supplier as well as OIL.

#### 12.4 Goods and Services Tax:

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

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

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

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

OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on prorata basis.

- 12.4.4 The CONTRACTOR will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the CONTRACTOR shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the CONTRACTOR shall be to CONTRACTOR's account.
- 12.4.5 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
- **12.4.6** Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.
- **12.4.7** Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.
- **12.4.8** Claim for payment of GST / Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
- **12.4.9** The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- **12.4.10** The CONTRACTOR will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self- attested copy of such registration certificate(s) and the CONTRACTOR will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

## 12.5 Anti-profiteering clause

- **12.5.1** As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.
- **12.5.2** In case rating of Contractor is negative/black listed after award of work for supply

of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor / Contractor and shall also be entitled to deduct / recover such GST along with all penalties/interest, if any, incurred by OIL.

#### 13.0 CUSTOMS DUTY, IF APPLICABLE:

- **13.1.1** CONTRACTOR shall be responsible to import the equipment / tools / spares / consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.
- **13.1.2** CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.
- **13.1.3** Above clause is to be read with Customs Duty Clause in SCC, if any.

#### 14.0 INSURANCE:

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

Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Company against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under Contract. All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in value of Contract to the extent of reduced premium amounts. Contractor shall cover insurance with Indian Insurance Companies.

- **14.2** Any deductible set forth in any of the above insurance shall be borne by Contractor.
- **14.3** 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.
- 14.4 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.

#### 14.5 Certificate of Insurance:

Before commencing performance of the CONTRACT, CONTRACTOR shall furnish OIL with certificates of insurance indicating:

#### E-TENDER NO. CDI4618P24

- a) Kinds and amounts of insurance as required herein
- b) Details of coverage
- c) Insurance corporation or companies carrying the aforesaid coverage
- d) Effective and expiry dates of policies
- e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
- f) Waiver of subrogation endorsement has been attached to all policies and
- g) The territorial limits of all policies.
- 14.6 Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and / or changes in any of such documents & ensure revalidation / renewal, etc., as may be necessary well in time.
- 14.7 If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @ 1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss / damage claims resulting therefrom shall be to the sole account of Contractor.
- **14.8** Contractor on demand from Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.

CONTRACTOR shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR and its personnel as well deputed under this CONTRACT during the entire period of their engagement in connection with this CONTRACT including extensions if any. The CONTRACTOR shall also carry adequate insurance cover against damage/loss to third party person/property. OIL will have no liability on this account.

## 14.9 Principal Assured:

The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen's Compensation / Employer's Liability insurance):

"Oil India Limited, and CONTRACTOR's name (as appearing in the Contract/LOA)"

## 14.10 Waiver of subrogation:

All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:

"The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees".

#### 14.11 Deductible:

The CONTRACTOR shall take policy with minimum deductible as per IRDA prescribed for the policy(ies). That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.

## 14.12 Compliance with Sec 25(1), of "The General Insurance Business (Nationalization) Act 1972"

Section 25(1) of "The General Insurance Business (Nationalization) Act 1972" is reproduced below:

"No person shall take out or renew any policy of insurance in respect of any property in India or any ship or other vessel or aircraft registered in India with an insurer whose principal place of business is outside India save with the prior permission of the Central Government".

The above requirement of aforesaid Act needs to be complied with by the CONTRACTOR wherever the aforesaid provisions of Act apply, and compliance confirmations submitted.

## 14.13 Loss Payee Clause:

The Insurance Policies should mention the following in Loss Payee Clause:

"In respect of Insurance claims in which OIL's interest is involved, written consent of OIL will be required".

## 14.14 On account payment to OIL in case of claim

In case any loss or damage happen and where OIL's interest is involved, OIL reserves the right to recover the loss amount from the CONTRACTOR prior to final settlement of the claim.

- **14.15** CONTRACTOR shall require all of its SUB-CONTRACTORs to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.
- **14.16** CONTRACTOR shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:
- i) <u>Workman Compensation and / Employers' Liability Insurance</u>: Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.
- ii) <u>Commercial General Liability Insurance</u>: Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.
- iii) <u>Comprehensive General Automotive Liability</u>: Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.
- iv) <u>Carrier's Legal Liability Insurance</u>: Carrier's Legal Liability Insurance in respect of <u>all CONTRACTOR's items</u> to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.

- vi) Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY): CONTRACTOR shall, ensure that all his/ its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.
- vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- viii) Any other insurance policy set forth in the SCC
- Note: An undertaking by the service provider has to be mandatorily provided during the Mobilization time that they have taken all the Insurance provisions as per the contract and as the Law and Insurance Regulation.

## 15.0 LIABILITY:

- 15.1 Except as otherwise expressly provided herein, 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.
- 15.2 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. 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 sub-CONTRACTOR irrespective of how such injury, illness or death is caused and even if caused by the negligence of COMPANY and/or its servants, agents nominees, assignees, CONTRACTORs and sub-CONTRACTORs. CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such liabilities and any suit, claim or expense resulting there from.
- 15.3 The CONTRACTOR hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs for loss or damage to the equipment of the CONTRACTOR and/or its sub-CONTRACTORs and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.
- 15.4 The CONTRACTOR hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs for injury to, illness or death of any employee of the CONTRACTOR and of its CONTRACTORs, sub-CONTRACTORs and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.
- **15.5** Except as otherwise expressly provided herein, neither CONTRACTOR nor its

servants, agents, nominees, CONTRACTORs or sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the COMPANY and/or their CONTRACTORs or sub-CONTRACTORs, irrespective of how such loss or damage is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs. The COMPANY shall protect, defend, indemnify and hold harmless CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.

- 15.6 Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORs, sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORs or sub-CONTRACTORs irrespective of how such injury, illness or death is caused and even if caused by the negligence of 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.
- 15.7 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 sub-CONTRACTORs for loss or damage to the equipment of COMPANY and/or its CONTRACTORs or sub-CONTRACTORs when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 15.8 The COMPANY hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs for injury to, illness or death of any employee of the COMPANY and of its CONTRACTORs, sub-CONTRACTORs and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

## 16.0 LIMITATION OF LIABILITY:

- a) Notwithstanding any other provisions herein to the contrary, except only in cases of Wilful misconduct and/or criminal acts and/or criminal negligence, 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, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.
- 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 100% of the Contract Price (if not specified otherwise in SCC), 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.

#### 17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

It is expressly understood and agreed upon by and between CONTRACTOR and OIL INDIA LIMITED, and that OIL INDIA LIMITED is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that OIL INDIA LIMITED is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/ CONTRACTOR expressly agrees, acknowledges and understands that OIL INDIA LIMITED is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder/ CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this contract and covenants not to sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

#### 18.0 CONSEQUENTIAL DAMAGE:

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

## 19.0 RISK PURCHASE:

In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost shall be borne by the CONTRACTOR. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR.

## 20.0 INDEMNITY AGREEMENT:

- 20.1 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 or in favour of any third party(is) 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.
- **20.2** 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 or in favour of

any third party(is) 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.

## 21.0 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.

## 22.0 ROYALTY 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 forming part thereof.

#### 23.0 WARRANTY AND REMEDY OF DEFECTS:

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

#### 24.0 SUBCONTRACTING / ASSIGNMENT:

- **24.1** CONTRACTOR shall not subcontract, transfer or assign the contract, 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 written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.
- 24.2 Consequent upon of placement of contract, if successful bidder(s)(other than Micro / Small Enterprise) is procuring materials/services from their sub-vendor, who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and

Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority/Engineer in Charge the details like Name, Registration No., Address, Contact No., details of material and value of procurement made, etc. of such enterprises shall be furnished by the CONTRACTOR at the time of submission of invoice/bill.

## 25.0 RECORDS, REPORTS AND INSPECTION:

The CONTRACTOR shall, at all times during the currency of the contract, permit the COMPANY and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The CONTRACTOR shall keep an authentic, accurate history and logs including safety records of each service item with major items consumed, which shall be open at all reasonable times for inspection by the COMPANY's designated representatives and its authorized employees. The CONTRACTOR shall provide the COMPANY's designated representatives with a daily written report, on form prescribed by the COMPANY showing details of operations during the preceding 24 hours and any other information related to the said services requested by the COMPANY whenever so requested. The CONTRACTOR shall not, without COMPANY's written consent allow any third person(s) access to the said information or give out to any third person information in connection therewith.

#### 26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 26.1 CONTRACTOR shall not, without COMPANY's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of COMPANY in connection therewith, to any person other than a person employed by CONTRACTOR in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, as 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 which is:
- a) 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) 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.
- **26.2** CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.
- 26.3 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.
- **26.4** During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORs, sub-CONTRACTORs (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other

CONTRACTORs, sub-CONTRACTORs (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

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;

## 27.0 REMUNERATION AND TERMS OF PAYMENT:

- **27.1** COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.
- **27.2** 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.
- **27.3** MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.
- **27.4** 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.
- **27.5** INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services / operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.
- **27.6** CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.
- 27.7 CONTRACTOR will submit 02 (two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.
- **27.8** Payment of monthly invoices, if undisputed, shall be made within 30 days

following the date of receipt of invoice by COMPANY.

- **27.9** COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, and payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. **27.4** above.
- **27.10** 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 any other billing, the payment of which may then or thereafter be due.
- **27.11** Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:
  - a) Audited account up to completion of the Contract.
  - b) Tax audit report for the above period as required under the Indian Tax Laws.
  - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.
  - d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
  - e) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the CONTRACTOR before release of the final payment by the COMPANY. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice

- **27.12** CONTRACTOR shall maintain complete and correct records of all information on which CONTRACTOR's invoice are based up to 02 (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.
- 28.0 PAYMENT OF COMMISSION / FEE / REMUNERATION OF INDIAN AGENT / CONSULTANT / REPRESENTATIVE / RETAINER / ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):

The Commission/Fee/remuneration of the Indian agent/consultant/associate/representative/retainer, if any, will be paid within 30 days of the payment of invoice made to the CONTRACTOR, The amount of commission/fee/remuneration as a percentage of invoice value as per contract provisions will be deducted by COMPANY/OIL from the monthly invoices of the CONTRACTOR and paid to the Indian agent/consultant/representative/retainer/associate.

#### 29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI, ETC:

Wherever applicable, the CONTRACTOR (including those engaging 'International Workers') shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948 and follow the relevant statutory provisions including Rules made there-under

concerning contractual workers.

The CONTRACTOR shall be required to submit the following documents/details to the Corporation:

- (i) Copy of PF-ECR duly stamped by the designated Bank, along with a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (http://www.epfindia.gov.in).
- (ii) (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.
  - (b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.
- (iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:
  - 1) The furnished information is correct to the best of his knowledge.
  - 2) In case any discrepancies or irregularities is / are noticed in this undertaking, then OIL is free to inform the PF / ESIC Authorities.
  - 3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
  - 4) Within one month on completion / expiry of the contract, CONTRACTOR shall pay all the dues / terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee / Security Deposit may be withheld by OIL.

COMPANY may verify the deposit of statutory contribution made by the CONTRACTORs with the EPFO / ESI authorities, where deemed necessary. However, before making payment of the last bill / invoice of the CONTRACTOR, the COMPANY may verify the details / status of the payment towards EPF / ESI made by the CONTRACTOR from the authorities / official website of EPF / ESI (i.e. <a href="http://www.epfindia.gov.in">http://www.epfindia.gov.in</a> and <a href="http://www.esic.in">http://www.esic.in</a>). In case the information furnished by the CONTRACTOR is found to be incorrect the COMPANY shall take appropriate action against the CONTRACTOR in accordance with law.

The CONTRACTOR agrees and undertakes to indemnify OIL for any liabilities arising out of declarations made by him in future on violation or provisions of the EPF Act 1952 and ESI Act 1948.

## 30.0 TIMELY MOBILIZATION AND LIQUIDATED DAMAGES:

- a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower / equipment and / or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.
- b) If the contractor is unable to mobilize / deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for

extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.

- c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss / damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.
- d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties / taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

#### 31.0 FORCE MAJEURE:

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 as provided herein. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared / undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionising radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

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

Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (Seventy two) hours after its occurrence the 'force majeure' rate (if specified in the SCC of the Contract) shall apply for the first 15 (fifteen) days for each such occasion.

Either party shall have the right to terminate the Contract if such 'force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. COMPANY shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the COMPANY shall binding upon the CONTRACTOR.

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. [or exclusively mentioned in the SCC of the Contract]

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

If however, relative obligation of the party affected by such 'Force Majeure' is limited to part of the obligation(s), the contract shall not be terminated and the parties shall continue to perform their respective obligations, which are not affected by the 'force majeure' condition, provided the obligations affected by the 'force majeure' do not preclude the parties in performing the obligations not affected by such conditions.

## 32.0 SET-OFF:

Any sum of money due and payable to the CONTRACTOR (including Performance Security refundable to them) under this or any other Contract, whether in progress or in future, 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).

## 33.0 WITHHOLDING:

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

- **33.1** For non-completion of jobs assigned as per Scope of Work/Terms of Reference.
- **33.2** Defective work not remedied by CONTRACTOR.
- **33.3** Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.
- **33.4** Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc with respect to personnel engaged by the CONTRACTOR.
- **33.5** Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- 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 CONTRACTOR, 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.
- **33.7** Withholding will also be effected on account of the following:
  - i) Order issued by a Court of Law or statutory authority 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 are removed, payment shall thereafter be made for amounts so with-held.

**33.8** COMPANY reserves the right to disburse or deposit the amount so withheld to the concerned person(s) or agency or government authority, as the case may be, besides nullifying such amount on account of loss suffered by the COMPANY against **33.2**, **33.3**, **33.6** & **33.7** above.

## 34.0 APPLICABLE LAWS:

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 sole and exclusive jurisdiction of Courts situated in Dibrugarh (or the Place where the contract is executed) and Principal Bench of Gauhati High Court (or the High Court under whose territorial jurisdiction, the place of execution of contract falls).

This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts, mentioned hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

The CONTRACTOR shall ensure full compliance of various Indian Laws and Statutory Regulations, as stated below, 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
- b) The Oil Mines Regulations, 1984
- c) The Employees' Compensation Act, 1923
- d) The Code of Wages, 2019
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- f) The Employees' Pension Scheme, 1995
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- i) Goods and Service Tax Act
- j) Customs & Excise Act & Rules
- k) Factories Act, 1948
- 1) Industrial Disputes Act, 1947
- m) Payment of Gratuity Act, 1972
- n) Environmental Protection Act, 1986 & other pollution control Acts.

Note: The above Acts are only indicative and not exhaustive. The Acts shall include the rules and regulations framed thereunder.

#### 35.0 LABOUR LAWS:

i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity

#### E-TENDER NO. CDI4618P24

Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications / amendment thereof or any other law relating thereto and rules made there under from time to time.

- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
- v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.
- vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee / deposit shall be borne by the CONTRACTOR.
- vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.
- viii) CONTRACTOR being the employer of the labours / personnel to be engaged under the contract shall be liable to pay gratuity to the labours / personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).
- ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4<sup>th</sup> & 19<sup>th</sup> of every month to Engineer in Charge a true statement showing in respect of the 2<sup>nd</sup> half of the preceding month & the 1<sup>st</sup> half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.
- x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

## **36.0 STATUTORY REQUIREMENTS:**

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR

in contravention of any law, act and/or rules/regulations, thereunder or any amendment

#### 37.0 GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:

- 37.1 It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORs hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.
- 37.2 It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given company's Installation Manager/Safety Officer/Engineer/Official/ Supervisor/Junior Engineer for safe operation.
- **37.3** Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- **37.4** Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- **37.5** When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

#### 38.0 POLLUTION AND CONTAMINATION:

The CONTRACTOR shall be liable for all surface and sub-surface pollution to the extent caused by CONTRACTOR and resulting from CONTRACTOR's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the CONTRACTOR brings to the Site for use in connection with Work to be performed under this Contract.

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, COMPANY shall release, indemnify and hold CONTRACTOR and its sub-CONTRACTORs harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for:

- a) Damage to or loss of any reservoir or producing formation; and/or
- b) Damage to or loss of any well; and/or
- c) Any other subsurface damage or loss; and/or
- d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

## 39.0 STATUTORY VARIATION / NEWLY ENACTED LAW:

**39.1** All duties, taxes except otherwise specified in the Contract as applicable on the

closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.

- 39.2 In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased / decreased cost of the works under the CONTRACT through increased / decreased liability of taxes and / or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY / CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes / duties are disputed by COMPANY / CONTRACTOR.
- 39.3 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.
- The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- **39.5** Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:
  - i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORs and Agents etc.
  - ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORs, agents etc.
  - iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORs, vendors, agents etc. of the CONTRACTOR.
  - iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.
- **39.6** In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:
  - i. Details of each of the input services used in relation to providing service to

COMPANY including estimated monthly value of input service and GST tax amount.

- ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.
- **39.7** The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.
- **39.8** Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti- profiteering clause under GST Act have been complied with.

## 40.0 **SEVERABILITY**:

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

## 41.0 COMMISSION OF MISCONDUCT / SUBMISSION OF FRAUDULENT DOCUMENT BY THE BIDDER/CONTRACTOR AND BANNING THEREOF:

The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent document/false information in relation to the subject tender/contract or committed any misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Banning Policy besides making the CONTRACTOR liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

## **42.0 SETTLEMENT OF DISPUTES:**

## 42.1 Arbitration (Applicable for Suppliers/CONTRACTORs other than PSU and MSME):

- 1) 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:
- 2) 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.
- 3) It is agreed and undertaken by the Parties that irrespective of country of

origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.

4) The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Up to Rs. 25.00 Lakh	Not applicable	Not applicable
Above Rs. 25.00 Lakh Up to Rs. 25 Crore	Sole Arbitrator	OIL
Above Rs. 25 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.

- 5) 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.
- 6) 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.
- 7) Parties agree and undertake that neither shall be entitled for any prereference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- 8) The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended)
- 9) 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. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
- (i) 20% of the fees if the claimant has not submitted statement of claim.
- (ii) 40% of the fees if the pleadings are complete
- (iii) 60% of the fees if the hearing has commenced.
- (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.
- 10) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed 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, both parties shall equally share all expenditures that may be required to be incurred.

- 11) The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule of the Act and such expenses shall be equally borne by the parties.
- 12) The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.
- 13) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
- 14) 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.

## 42.2 Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):

- a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.
- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy 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
- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, 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.

## 42.3 Arbitration (Applicable to Micro, Small and Medium Enterprise)

In the event of any dispute or difference relating to, arising from or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006

## 42.4 Resolution of disputes through conciliation by OEC

(Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore)

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, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).
- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
- g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.
- h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- i) The OEC proceedings must be completed within a period of 03 (three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.

- j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.
- k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.
- l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

#### 42.5 Exclusions

Parties agree that following matters shall not be referred to conciliation or arbitration:

- i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.
- ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.
- iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.
- iv) Any claim which is less than Rs. 25 Lakh.

### **43.0 COMPLETION OF CONTRACT:**

Unless otherwise terminated under the provisions of any other relevant Clause or extended through written communication, this Contract shall be deemed to have been completed at the expiry of the Period specified in the contract or period of defect liability, as provided for under the Contract, whichever is later.

### 44.0 TERMINATION:

- **44.1 Termination on expiry of the contract**: This Agreement shall be deemed to have been automatically terminated on the expiry of the contract period unless OIL has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.
- **44.2 Termination of contract for death:** If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of

the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.

- **44.3 Termination on account of Force Majeure:** Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article-31.0 above.
- **44.4 Termination on account of insolvency:** In the event that the CONTRACTOR or its collaborator or its guarantor 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 or under the process of insolvency or liquidation, 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.

However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

- **44.5 Termination for Unsatisfactory Performance**: If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of 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. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].
- **44.6 Termination due to change of ownership and Assignment:** In case the CONTRACTOR's rights and /or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.
- 44.7 If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORs being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirety or partially to the extent of non-performance, 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.
- **44.8 Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment along with crew for commencement of services at the specified site within the maximum allowed number of days from the date of

LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

- **44.9** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from **44.1 to 44.8** and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.
- **44.10 Consequence of Termination:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession.

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.

Demobilization charges shall not be payable by COMPANY in case of Article from **44.4 to 44.7** 

## 45.0 TO DETERMINE THE CONTRACT:

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

## 46.0 <u>WITHOUT DETERMINING THE CONTRACT:</u>

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

## 47.0 ERRING/DEFAULTING AGENCIES:

Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor,

### E-TENDER NO. CDI4618P24

service provider will be dealt as per OIL's Banning Policy available in OIL's website: www.oil- india.com. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

### 48.0 MISCELLANEOUS PROVISIONS:

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.

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.

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.

Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel or any other justified situation in which case the replaced person should have equal experience and qualification, which will be again subject to prior approval, by the COMPANY.

*******End of	GCC*********************
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### Annexure-II

### **CIVIL PART**

(A) **SCOPE OF WORK:** The scope of work includes detail planning, structural analysis, designing, site preparation, construction of compound wall, construction of RCC foundation for the porta cabin, supply & erecting the cabin, fabrication along with all associated works necessary for completion of the work pertaining to Gas Insulated Switch Gear (GIS) e-house in all respect. Considering the proximity to the nearby Dihing River & likelihood of rise in water level during monsoon, the structure shall be designed as a stilt type. All necessary materials for completion of the project to be supplied by the contractor. The cabin shall be used as portable modules and shall be deployed at any place. The cabin should be provided with suitable lifting and handling facility for the container handling. The scope of supply covers all the points stated under various heads below.

NOTE: The enclosed soil investigation report is only for reference purpose. However, the successful bidder/contractor will have to carry out detailed GEOTECHNICAL INVESTIGATION at the proposed site (as per Annexure) at PONTOON before finalising out the Structural Design and subsequently submit the Structural Design for approval by OIL.

# 1. GIS E-House (portable)

- i. Detail planning and modelling/preparation of the layout plan for stilt type portable cabin (E-house) and preparation of preliminary drawings of the GIS E-House. The cabin to be designed & erected (Floor Finish Level) at a minimum 2.5m height (raised platform) from the existing mean ground level. Two numbers of steel staircase with platform to be provided in both side of the cabin for entry/exit.
- ii. Detail structural analysis and design of RCC/Steel supports/pillar/column conforming to relevant BIS codes (Latest revision) using STAAD PRO software. The structure shall be design as a stilt type. Preparation of working drawings showing detail of structural components in AutoCAD Software. Three sets of hard copies are to be submitted and copies of working drawings as required during execution of the work.
- iii. The area below the GIS E-House shall be made CC (100 mm thick & prop 1:3:6) over properly compacted /prepared sub grade. Standard cement concrete drain to be provided all around the GIS E-House.
- iv. Construction/Erection of Peripheral wall for the area along with gate, <u>the</u> <u>peripheral wall shall cover the area of 15meter x 38.11meter.There shall</u> be entry Gate with provision for entry of Crane/trailer etc.

- v. Construction, including supply of all materials, equipment, system and services to complete & commissioning of the work in all respect, as per the approved detail working drawings including preliminary site development works.
- vi. Quality control and quality assurances. This includes furnishing all statutory certificates/documents related to quality/specification of the various components installed/commissioned in the project. Acquiring the statutory certificates/documents from the regulatory bodies/suppliers is the responsibility of the contractor.
- vii. Undertake full responsibility for the engineering design prepared by them with respect to adequacy and technical soundness for the structure. They shall be responsible for the structural and/or any defects due to faulty design.

## 2. General Design & Construction:

i. Size of porta cabin (E-house):

a) Length: 15 meters (Maximum)

b) Width: 5 meters (maximum)

c) Ceiling Height: Within 3.0 m - 5.0 meters

- ii. Main Shell: The main fabrication of the structural framework should be of integral and all welded type to comprise of the bottom frame, overall framework, internal and external cladding with insulation and other peripherals, sloping self-draining roof and desired door-window, A/C opening etc. The main corner vertical support posts should be formed into a press component from minimum 5mm thick MS tested quality plates as per IS specifications and all the corner posts should be suitably welded at the top with a heavy gauge MS plate which should be able to hold steel forged lifting hooks or corner casting arrangement with minimum 50 mm holes.
- iii. Base Frame: The main bottom (Base) frame should be fabricated and welded out of tested quality MS pressed steel channel sections and all the inter connecting cross members should also be steel channels duly welded lengthwise & breadthwise and conveniently equally spaced and covered with MS sheet continuously welded to the bottom frame & a gooseneck tunnel, welded together as a sub-assembly. The base frame should have sufficient strength to withstand the overall load comes from the cabin.
- iv. Skid: Under the base frame of cabin is to be mounted on a skid consisting of Indian Standard Medium Beam ISMB. For placement of cabin, base frame and skid should be made in such a way that, RCC/Steel foundation supporting the cabin can be well connected through nut & bolt system or welding.

- v. Front-end wall: The front-end wall should be composed of steel sheet having minimum 1.2 mm thickness fully vertically corrugated into trapezium section.
- vi. Rear end: Rear end should be composed of rear end frame, which consists of one door sill, two corner posts, one rear header with header plate and four corner fittings, which are welded together as a sub-assembly, and door systems with locking devices.
- vii. Sidewall: Each sidewall should be composed of a number of sheets for intermediate (inner) parts and outer panels at each end of sidewall, fully vertically corrugated into trapezium section. The thickness of outer and inner sheet should not be less than 1.2 mm. All gaps should be sealed to prevent ingress of insects, moisture etc.
- viii. Roof: The roof should be of sloping type from the center towards the walls for efficient drain of rainwater. The roof should be made of corrugated steel sheets and is provided with adequately pressed reinforced sections from inside for additional strength and this should be able to comfortably resist load. All structural steel used should be of standard quality as per IS specifications or equivalent and all steel component / section, machine pressed for rigidity to optimize strength to weight ratio.
- ix. Weather Shed: All door & windows & air conditioner opening should be provided with weather shed suitable size.
- x. Insulation: A minimum 50 mm thick thermo cool conforming to relevant IS code should be provided on all side walls, end walls, roof with special weatherproof adhesives. This insulation should be hot proof, fire retardant, non-hygroscopic and vermin proof and besides having excellent thermal efficiency and acoustic performance.
- xi. Platform & staircase: Two numbers (one at the main entrance and other at emergency exit) of steel staircase & platform having minimum width of 1.5 m all around the Porta Cabin. The finish level of platform should be same with floor level of porta cabin. The Platform should be provided all around the Porta Cabin and shall act walkway for crew during maintenance activity. The walkway & platform shall be made of high-grade good quality steel (checker/industrial grating) only. The support shall be made of either RCC/steel resting over RCC pedestal type footing. Further metal/steel railing shall be provided all around the raised platform and staircase to prevent fall hazards during normal work/maintenance activities.

- xii. Lifting pad eyes: Lifting pad eyes to be provided at roof level for lifting of the porta cabins.
- xiii. Equipment support: Equipment support frame should be welded to the floor plate for installing floor mounted equipment.
- xiv. Rain gutter: Rain gutter with rain down pipe should be provided for proper drainage of rainwater from the roof.
- xv. RCC foundation: To support the Porta cabin, RCC pedestal type cast in situ type foundations (pillar) should be designed considering 2.5 m above the existing mean ground level. The area below the GIS E-House shall be made CC (100 mm thick & prop 1:3:6) over properly compacted /prepared sub grade. Cement concrete drain (0.3 m width & 0.45m depth) to be provided all around the GIS E-House. Construction of foundations to support the cabin, CC below the cabin & drain is within the scope of the contractor. All machinery & materials required for construction of foundations to be arranged by the contractor.
- xvi. Door: Double leaf door (Fire Proof) having minimum opening size 2.4 m x 1.4 m should be provided in the front-end wall. Steel plate canopy should be provided above all external doors. The shutter should be open from outside. The main door should be made from higher grade aluminum extruded section fully insulated of 40 mm thickness for eliminating heat transmission and shock. The doors should be provided with door closer, handle with lock & key arrangements. All rubber gaskets packing all around doorframe should be complete weatherproof.
- xvii. Painting /coating: The surface preparation for all steel surfaces should be pretreated with anticorrosive chemicals including degreasing and de-rusting and phosphating, coated with red-oxide, zinc chromate, primer conforming to relevant IS standard. All the welding joints should be free from welding fluxes, spatters, burnt primer coatings caused by welding heat and other foreign materials. The exterior surface of the wall to be painted with epoxy zinc rich primer, epoxy primer & acrylic topcoat. The interior surface of the wall to be painted with epoxy zinc rich primer & epoxy topcoat. The under structure to be painted with epoxy zinc rich primer & waxy bitumen.
- xviii. Construction/Erection of Peripheral wall for the area along with gate: Construction of security fence cum wall along the periphery of the E-house for prevention of trespassing to substation premises. The details scope of works includes 1.0 m height 115 mm thick brick wall from the ground level and 2 meters high XPM above the brick wall. Foundation for wall shall be as per design requirement. Erection & fixing of 2.0 meters wide (each leaf) double leaf steel plated gate with locking facility. Atop the brick wall and XPM along the boundary

9-lines of reinforced barbed wires to be fixed horizontally in angle iron section at a gap of 75 mm (vertically) to prevent any unauthorized entry to the premises.

# 3. General Note:

- i. The contractor shall fully familiarize himself with the site conditions and general arrangements and scheme etc. before preparing conceptual lay out plan of the GIS E-House including the locations of equipment. The contractors are advised to visit the site and acquaint themselves with the topography, infrastructure and also the design philosophy.
- ii. The contractor based on conceptual layout plan shall do the complete work of design and detailed engineering.
- iii. All civil works shall be carried out as per relevant IS code. All materials required for civil works are to be supplied by the contractor and shall be of best quality conforming to relevant Indian Standards and Codes.
- iv. The Contractor shall furnish/provide all temporary works, transportation and all other incidental items not shown or specified but as may be required for complete performance of the Works in accordance with approved drawings, specifications.
- v. The contractor shall provide all labours, supervisions, transport and such specified materials, required for executing the including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.
- vi. The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.
- 4. Design: All structural shall be designed for most critical combinations of dead loads, imposed loads, equipment loads, wind loads, seismic loads etc.
- 5. The Company's Engineer shall have power to:
  - (i) Reduce payments if the quality of work although acceptable is not up to the required standard set forth in the Particular Specifications which have been perused and fully understood by the Contractor.
  - (ii) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, falling which the Company's Engineer may

arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.

- (iii) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.
- (iv) Order the Contractor from time to time during the progress of the work further drawings necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.
- (v) Order deviations of this Contract arising due to non-availability in working drawings, change in specification of materials/works shall be in writing and financial effect, if any, of such deviation shall be worked out on the basis of the rates appearing in OIL's Schedule of Rate/CPWD (DSR) in force on the date of issue of such Deviation Order.
- (vi)The contractor shall have no claim against the Company in respect of any work which may be withdrawn but only for work actually completed under this contract. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite responsible notice which will be binding on the Contractor.
- 6. The Contractor have to undertakes to indemnify the Company against all claims which may arise under the under noted Acts:-
  - (i) The Mines Act
  - (ii) The Minimum Wages Act, 1948.
  - (iii) The Workman Compensation Act, 1923.
  - (iv) The Payment of Wages Act. 1963.
  - (v) The Payment of Bonus Act, 1965.
  - (vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
  - (vii) Employees Pension Scheme, 1995.
  - (viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act, 1979.
  - (ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
  - (x) GST
  - (xi) Building and Other Construction Workers Welfare Cess Act 1996.
  - or any other Acts or Status not here in above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the Contract Labour appointed by the Contractor. Such statutory increase in the wage rates of Contract Labour shall be borne by the Contractor.
- 7. The Contractor will arrange at his own cost cleaning and grass removing of area allotted, construction of temporary office/stores, cement godown, fabrication yards etc and also

the watch & ward of all the above. However contractor shall not be allowed to construct any structure (for storage /housing purpose) with thatch, bamboo or any other inflammable materials within any Company's fenced area.

- 8. The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with relevant OIL mines Regulations. The Company's representative shall not allow/accept those men who are not provided with the same.
- 9. All Statutory taxes levelled by the Central and State Government or any other competent authority from time to time will be borne by Contractor and the amount of the Contract specified in the Contract is inclusive of all tax liabilities.

However any subsequent increase in such statutory taxes after bid opening day will be borne by the Company. Similarly if there is any decrease in such statutory taxes after bid opening day, the Company shall recover the decreased amount of such taxes from the Contractor.

- 10. The Contractor shall deploy local persons in all works.
- 11. The Contractor shall not engage minor labour below 18 (eighteen) years of age under any circumstances.
- 12. The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act (latest edition).
- 13. The Contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.
- 14. All safety precautions to be maintained by the Contractor at his own cost as per safety rules and regulations.
- 15. The Contractor shall use pump if needed for dewatering of pit while excavation for which no extra payment will be made.
- 16. The Contractor shall have to work during rainy seasons also.
- 17. Watch and ward, loss or damage to Company property, theft and other incidental charges shall be Contractor's responsibility.
- 18. Efficient workmen to be engaged by the Contractor.
- 19. Materials if rejected should be removed from site within 48 (forty eight) hours of rejection, failing which the Company reserves the right to get the rejected materials removed at the risk and cost of the Contractor.
- 20. Water that may accumulate on the site during progress of the works or in trenches and excavations from other than accepted risks shall be removed from the site to entire satisfaction of the Engineer-in-Charge and at the Contractor's expense.
- 21. If needed water and electricity will have to be arranged by the Contractor at his own cost.
- 22. The Contractor and his workmen shall strictly observe the safety precautionary rules as per Mines Act (latest edition) while executing the work.

## E-TENDER NO. CDI4618P24

- 23. The Contractor shall have to provide temporary toilet facilities in the entire work site for use of their workmen during progress of work.
- 24. In case of any doubt or dispute as to the interpretation of any clause herein contained, the decision of the Company's Engineer shall be final and binding on the contractor.
- 25. Contractor shall have to furnish the necessary test certificates from Govt. approved test laboratory at his own cost for reinforcement bars, RCC, structural steel works and for any other materials as advised by Engineer-in-charge.
- 26. **MEASUREMENT & PAYMENT**: Payment for all works done shall be made on the basis of actual work done as per the schedule of payment. For all extra work done on the advice of the Company's Engineer and which is not included in the scope of work, deviation order for the same shall be made per decision & power of the Company's Engineer.

\*

## SCOPE OF WORK (ELECTRICAL PART)

#### 1.0 BRIEF INTRODUCTION

Design, manufacture, testing, packing, and forwarding, installation, conducting precommissioning tests and commissioning of Containerized, substation consisting of the following main items.

- i. 33kV GIS Switchboard
- ii. 11KV AIS Switchboard
- iii. 500KVA (11/0.415KV) Station Transformer
- iv. E-house (CONTAINER) housing the above

The E-house refers to a pre-fabricated self-contained modular enclosure with Air conditioners/ventilation systems, CCTV, Fire Alarm system and Lighting facility suitable for accommodating 33kV GIS, 11KV AIS, ACDB, 110VDC Battery Charger with Battery Bank as per the detailed equipment specifications.

This scope includes, but not limited to, the following:

- i. Determination of soil characteristics at site
- ii. Designing of the foundation to suit the dead/dynamic load of the E-house, local conditions including rain/wind etc.
- iii. Design, supply, erection testing and commissioning of all equipment including cable terminations of 33kV GIS & 11kV AIS inside the containerized (E-house) Substation and the cable terminations of 500KVA (11/0.415KV) Station Transformer, Power Transformer-2 numbers (2MVA,33KV/11KV-already existing-not to be supplied in this order) HT & LT cable terminations and including the LT boards job.

Note: Soil test report to nearby areas is attached as Annexure-3 for reference purpose only.

## 2.0 GENERAL

## 2.1 Scope of Work:

These general specifications cover the details for construction of E-House(Container with electric equipment), foundation and electrical Equipment (Transformers, HT Panels, LT panels and HT and LT cables, Cable termination kits other related items, Chemical earth electrodes, Cable marking system, Necessary cable trays/supports) to be supplied, the inspection is necessary in manufacturing stage and before dispatch, delivery at site, installations, testing, commissioning, putting into operation and handing over in

working condition of the equipment for substations for working voltage of 33/11 kV and 11/0.415 kV.

### 2.2 Related Documents:

This technical specification shall be read in conjunction with the standard conditions of the contract with correction slips, as are relevant for commercial aspects, as well as schedules and drawing and requirements under these specifications.

In the event of any discrepancy between these specifications and interconnected documents, the technical requirements as per the contract specifications shall be followed and deemed to be having over -riding value.

## 2.3 Electrical Part: Equipment

33KV GIS, 11KV AIS switchboard meeting all electrical safety requirements. The E-House includes the following equipment installed inside the Container:

- i. 33 kV Indoor GIS & 11kV Indoor AIS Panels (as per SLD) along with end termination kits for the panels.
- ii. Surge arresters shall be provided on 33KV & 11KV as applicable for the requirements.
- iii. Voltage present indicators for the cables on the panels.
- iv. Termination kits for Incoming & outgoing feeders depending on panel type.
- v. Aux AC Power distribution Board (ACDB)
- vi. 110VDC battery charger with suitable battery bank.
- vii. 500 kVA Transformer
- viii. 33 kV and 11 kV Grade cables
- ix. Air Conditioning/ventilation system with adequate rating to maintain the recommended temperature within the E-house.
- x. Fire Alarm System & Fire Extinguishers 1 Set.
- xi. LT Power & control Cabling within the container equipment
- xii. Earthing for E House and its inside equipment. Earthing to the container substation earth pads for all indoor equipment.
- xiii. Structural steel supports for cable trays, tray earthing below the E-House container, cable clamps, & connection of earth risers to station earth grid.
- xiv. External (on E-house Periphery only) and internal Illumination System, normal & emergency lighting, Lighting Panels, switches, sockets.
- xv. Wall mounted Lighting distribution Board (LDB)

- xvi. CCTV with IP based cameras and recorder system.
- xvii. Access control system.
- xviii. Metallic container with doors with access platforms, etc.
- xix. Insulating mat/ coating on floor within E house.
- xx. SF6 gas leakage detector.
- xxi. Name plate of the Substations.
- xxii. Earth pits for E-house earthing and Lightning protection.
- xxiii. Earth pits for Transformer bays and Lightning protection of transformer/external equipment.
- xxiv. Earthing of Power transformers.
- xxv. Laying & termination of 33KV /11KV cables from Power transformers to E House Container.
- xxvi. Cables laying either shall be buried in suitable brick enclosures or laid in trays in concrete trenches from E House area to Power Transformer area depending on the project requirements.

## **2.4** The scope of work also includes the following:

- i. Testing & Commission of E House 33KV GIS/ 11KV AIS SS
- ii. Arranging on -site Training for the OIL employees on Automation & Operation of the Substation with no extra cost.
- iii. Bidder shall guarantee the performance of the container enclosure during warranty period as specified in commercial terms and conditions.
- iv. Spare list with part number and price to be submitted to OIL, Electrical during supply of 33KV GIs with E-House.
- v. Civil works: For scope of Civil scope of jobs please refer Annexure-II.

## 2.5 TECHNICAL SPECIFICATION:

- A. SITE CONDITION
- B. RATING OF 33 KV AND 11 KV SWITCHGEAR
- C. TECHNICAL SPECIFICATION OF 33 KV GIS
- D. TECHNICAL SPECIFICATION OF 11 KV AIS
- E. STATION TRANSFORMER
- F. 11 KV CABLE & 33 KV CABLE

# G. 415 V SWITCHBOARD

Note: Single Line Diagram is attached for reference.

## A) SITE CONDITION:

All equipment will be operating at the site with the following condition:

• Maximum ambient Temperature: 45° C

• Minimum ambient Temperature: 6 ° C

• Relative Humidity: More than 90 %

• Altitude: 120 m

• Rainfall: above 200 cm

## B) RATING OF 33 kV AND 11 KV SWITCHGEAR:

## 33 kV Switchgear specification:

- Nominal System voltage 33 kV
- Highest System voltage 36 kV
- Rated Frequency 50 Hz
- Number of phases/ poles Three
- System neutral earthing: 33 kV system: 47 ohm,
- 11 kV System: Solidly grounded
- Power frequency withstand voltage 70 kV
- Impulse withstand voltage 170 kVp
- Short time rating 25 kA for 3s
- IAC A FLR Rating 25 kA for 1s
- Control supply voltage:
  - Aux control voltage 110VDC
  - Spring charging motor 230V AC or DC
- Design ambient temperature 40 deg. C
- Bus bar 1000 A
- Feeder 630 A
- Degree of Protection:
  - SF6 compartment IP65
  - Low voltage compartments IP3XD

## 11 kV Switchgear specifications:

- Nominal System voltage 11kV
- Highest System voltage 12kV

- Rated Frequency 50 Hz
- Number of phases/ poles Three
- System neutral earthing Solidly grounded
- Power frequency withstand voltage 28kV
- Impulse withstand voltage 75 kVp
- Short time rating 26.3kA for 3s
- IAC A FLR Rating 26.3 kA for 1s
- Control supply voltage:
  - Aux control voltage 110VDC
  - Spring charging motor 230V AC or Dc
- Design ambient temperature 40 deg. C
- Bus bar 1500 A
- Feeder 630 A
- Degree of Protection:
  - SF6 compartment IP65
  - Low voltage compartments IP4X

## C) TECHNICAL SPECIFICATIONS OF 33 KV GIS:

## I. Configuration:

- Incomers :2
- Transformer Feeder: 2
- Bus coupler: 1
- Spare compartments- Nil

II. The specification covers the design, manufacture, installation, testing and supply of 36KV, 3 phase, 50Hz metal-enclosed gas-insulated switchgear for indoor application. All the equipment shall be suitable for satisfactory operation in tropical climate as mentioned under "Site condition". Temperature rise shall be guided by as per IEC 62271-200. The plant / apparatus / equipment supplied shall comply in all respect with the requirement of Indian Electricity Rule, 2003 / ISS / IEC with latest amendment.

## III. Standard Technical Parameters:

- Insulation Medium: SF6 gas
- Type of Breaker: VCB
- Frequency: 50 Hz
- Rated Voltage 33 Kv
- Maximum Design Voltage: 36 kV
- Power Frequency withstand voltage (1 Min) 70 kV rms
- LI withstand voltage 170 kVp
- Busbar Copper, 1000 A
- Breaker current rating -630 A

- Disconnector 630 A
- Rated breaking current 25 kA
- Rated short time withstand current for 3 sec Symmetrical 25 kA
- Rated short time withstand current for 3 sec- Asymmetrical As per relevant IEC/IS & Shall be type tested.

### IV. Standards:

The Metal Clad Switchgears shall conform to latest revision with amendment available of relevant standards, rules and codes some of which are listed herein for ready reference.

- IEC-62271-102 Disconnector and Earthing Switch
- IEC-62271-100,200;
- IEC-600298 / 600694;
- IS-3427 Metal enclosed switchgear and control gear
- IS-2705 / IEC 60185 Current Transformers
- IS-3156 / IEC 60186 Voltage Transformer
- IS-3231 & 3842 / IEC 60255 Protective Relays
- IS-1248 Ammeter & Voltmeter
- IEC 60129 Alternating current disconnectors (isolators)
- IEC 60529 Classification of degrees of protection
- IS-375 Arrangement of breakers Bus bars main connection and auxiliary wiring.
- IEC 60092-376 New Sulphur hexafluoride
- IEC 62271-4 Use and handling of sulphur hexafluoride (SF6)
- IEC 62271-209 Cable connections for gas-insulated switchgear
- IEC 60071 Insulation coordination

The design of the switchgear shall be based on safety to personnel and equipment during operation and maintenance, reliability of service, ease of maintenance, mechanical protection of equipment, interchangeability of equipment and ready addition of future loads.

## IV. General construction:

- i. The 33 kV bus section shall be gas-insulated, free standing, factory assembled, totally enclosed, metal clad, dead front, 3-phase cubicle design. It shall be suitable for local and remote control.
- ii. The switchgear shall be designed to ensure optimum continuity and reliability of power supply as well as safety for operation. Each of the gas compartments shall have a separate gas filling non-return valve, gas density monitoring by means of a temperature-compensated pressure sensor, and its own pressure relief system.
- iii. The power cables shall be fed in from the bottom. Switchgear shall have touchproof plug in type cable termination. Provision shall be provided for cable testing and current and voltage injection. The termination kits should be of high

- quality and preferably of Makes: Tycho/Raychem/NKT/Sudkabel/Nexans Euromold only.
- iv. In case of SF6 switchgear, a leakage rate of less than 0.1% per annum is required. The gas tanks should therefore preferably be state of the art manufactured of stainless steel and cut / welded by laser and built as a hermetically sealed pressure system.
- v. The switchgear is to be designed in such a way that all high voltage parts are either in the environment of sealed SF6 or covered with high quality solid insulations which make it touch proof.
- vi. For operator safety the switchgear must have protection system against internal faults in each partitioned compartment. In the event of internal arc the hot gases are to be guided via pressure relief system from each compartment concerned. The pressure relief provision are guided to open air or fitted with absorbers to cool and de-energize the hot gases. Hazards to persons or risk of fire are to be reliably prevented. Evidence is to be provided of type testing to IEC 62271- 200, IAC class AFLR for 25 kA for 1 second.
- vii. The high voltage part of the switchgear does not require maintenance under normal conditions during the lifetime of the switchboard. The circuit breaker drive mechanisms must be accessible for inspection, maintenance & retrofitting without opening the gas system.
- viii. Pressure relief has to be provided for each high voltage compartment. Metering, circuit breaker chamber, cables and cable box chamber should have proper access for inspection, maintenance & retrofitting. Proper interlocks should be provided. The switchgear shall be complete with all necessary wiring fuses, auxiliary contacts, terminal boards etc. The design of the panels shall be such that no permanent or harmful distortion occurs either when being lifted by eyebolts or when moved into position by rollers or trans pallets.
- ix. All chambers need have metallic partition.
- x. Each cubicle shall be equipped with anti-condensation heater controlled by thermostat. Each gas compartment shall be available with repair openings, so that during any kind of maintenance or repair can be possible at site & no need to bring the panels at factory.
- xi. Switchgear to be designed in such a way that for any panel addition or removal, no gas work is required.
- xii. Design should be such that interchangeability of breaker is possible.

## V. Bus bars, Gas modules and Air compartment arrangement:

i. The bus bar section shall be of minimum1000 A capacity to carry the rated current continuously without excessive heating and for adequately meeting the thermal and dynamic stresses in the case of short circuit in the system up to full fault MVA. Bus bar shall be of Copper. Bus bar shall be extensible on either side to make it in switch board configuration of any make. Busbars can be

- accommodated inside a hermetically sealed tank filled with SF6 gas or covered with solid insulation which make it touch proof.
- ii. The CB Tank contains the stationary mounted vacuum circuit breaker inside gas. The instrument current & voltage transformers and the cable bushing shall be installed outside gas tank. The power cables and terminations must be touchproof.
- iii. The disconnector's with earthing arrangement may be placed at same gas chamber with bus bar or breaker. The switchgear panel has to be segregated by a plug-in system / suitable connection for the busbars.
- iv. All operating mechanisms have to be operated manually & electrically. All the basic mechanical operations shall be possible after door opening to avoid the unauthorized access. Manual emergency operation and mechanical position indicators shall also be provided.

# VI. Low Voltage / Secondary Section:

- i. Low Voltage Compartment contains the switch operating mechanisms and all secondary equipment including protection and controls.
- ii. A separate protection cabinet is not required.
- iii. It must be possible to adapt the software for protection and control to the function of the panel by means of a laptop/notebook and corresponding data media.
- iv. A data interface is to be provided for this purpose.
- v. Setting of protection parameters must be possible both by laptop/notebook and manually at the panel.
- vi. The measurement system should be capable of calculating further values such as average/maximum current, active and reactive power, power factor and active and reactive energy consumption from the current and voltage measurements.
- vii. Both digital and where appropriate analogue values should be displayed.
- viii. All indications for measurements, switch positions and status or hazard signals are to be presented on a display.
- ix. Normal operation, i.e. switching, reading of measurements and messages, must be possible without any special instruction or training of the operators.
- x. The technology used must be capable of monitoring both itself and the trip circuits.
- xi. The low voltage compartment must be a self-contained unit with its own front door incorporated in the switchgear panel.

## VII. Circuit Breaker:

- i. The Circuit Breaker shall be spring operated, Motor & manually charged, manually released spring closing mechanism with three pole simultaneous operation.
- ii. The indicating device shall show the OPEN and CLOSE position of breaker visible from front of the cubicle.

- iii. The "TRIP" and "CLOSE" coils shall be of reliable design and low consumption.
- iv. It shall be possible to manually charge the circuit breaker operating spring in case of auxiliary supply failure.
- v. The breakers shall be capable of Making & Breaking the short time current in accordance with the requirement of ISS 13118 / IEC 60056 conform to latest amendment thereof and shall have 3 phase rupturing capacity of minimum 31.5 KA.
- vi. The circuit breakers shall be vacuum type and comply with IEC Publication 62271-100.
- vii. The stationary mounted circuit breakers shall be type-tested. Test certificates, as evidence of successful completion of type tests shall be submitted by the successful bidder on request.
- viii. The HV part of the circuit breakers must be maintenance-free for life time under normal operating conditions confirming to IEC 60694.
- ix. The CB drive is accessible for maintenance.
- x. Each circuit breaker shall be provided with following accessories:
  - ON-OFF indicator for indicating circuit breaker position.
  - Trip push button
  - Shunt trip coil operating between 70% 110% of rated control voltage.
  - Close coil, operating between 85% 110% of rated control voltage.
  - Spring charge motor, operating between 90% 110% of rated control voltage.
  - Two trip coils and one closing coils shall be provided in all the breakers.
  - Mechanical indicators for switch position and mechanism position
  - Mechanical Counter
  - Circuit breakers will be provided with at least one spare normally open and one spare normally-closed contact, each wired out to terminals for the connection of external wiring.
  - Circuit breakers shall have electrical and mechanical tripping.
  - The operating mechanism shall be trip-free and shall include an anti-pumping device.

## VIII. Current Transformer (CT):

- i. The CT shall be mounted in a manner to make it very easy for fitting / replacement at site.
- ii. It shall be designed with built in adjustable cable holding clamps, makes it very easy for removal/sturdy fitting of power cables and to prevent any swing due to forces encountered during short circuit.
- iii. P1 of primary side of the in-built CT shall be at bus side of all the panels. The CT particulars shall be as follows -

### CT Details:

Incomer Core-1: 150/5, Class-1, 5 VA
 Core-2: 150/5, 5P10, 5 VA

Transformer Core-1: 40/5, Class-1, 5 VA

Core-2: 40/5, 5P10, 5 VA

Core-3: PS class (For Differential protection)

Bus coupler Core-1: 150/5, class-1, 5 VA
 Core-2: 150/5, 5P10, 5 VA

### IX. Potential Transformer (PT):

- i. Voltage Transformer's should be with a disconnector switch and shall be placed at both the 33KV Main bus.
- ii. The core details shall be as follows -

### PT Details:

Incomers Core-1: 33KV/110 V, Class-1
 Core-2: Open Delta (For directional Protection)

## X. Isolators and Earthing Switches:

- i. Isolators or isolators combined with earthing switches shall be motor operated.
- ii. In cases of emergency, manual operation must be possible.
- iii. Arrangement shall be provided for earthing of individual feeders and bus bars without hampering the functionality of the Sub Station.
- iv. Detection of the switch positions is to be performed by proper wear and tear free arrangement.
- v. The actual position of contacts for all 3 phases must either be visible via a mechanical position indicator directly connected to the drive shaft or directly detectable at the main contacts.
- vi. Disconnectors and Earthing Switches will be provided with at least one spare normally-open and one spare normally-closed contact, each wired out to terminals for the connection of external wiring.

## XI. Auxiliary/Control Wiring:

- i. All the secondary wiring in the panel shall have high quality PVC insulation 1100 volts grade and the same shall be of standard Copper Conductor of size not less than 1.5 sq. mm. for control circuit and 2.5 sq. mm. for CT circuits.
- ii. Colours of the secondary / auxiliary wiring should confirm to IS 375/1963 conform to latest amendments thereof.

- iii. All wiring shall be neatly run and group of wiring shall be securely fixed with clips so that wiring can be checked without necessity of removing the clamps.
- iv. Ferrules with number shall be provided on both end of the wiring.

## XII. Earthing:

- i. An earth bus of size minimum 40 mm x 6 mm or equivalent copper shall be provided and shall be extended throughout the length of the switch board with a provision to extend further on both sides of the end switchboard for future extension of switchboards.
- ii. It shall be possible to connect each bay and bus of the switchgear to earth, through earthing switches suitable for fault make current.
- iii. Earthing switch shall be mechanically interlocked with the associated breaker and disconnectors as per interlock requirement.
- iv. Earthing circuit shall be suitable for testing at 25KA for 3.0 sec

## XIII. Quality of SF6 Gas:

- i. The SF6 gas insulated metal-clad switchgear shall be designed for use with SF6 gas complying with the recommendations of IEC 376,376A & 376B,at the time of the first charging with gas.
- ii. All SF6 gas supplied as part of the contract shall comply with the requirements of IEC as above as a minimum & should be suitable in all respects for use in the switchgear under all operating conditions.

## XIV. Type Tests, Routine Tests and Acceptance Tests:

- i. All tests shall be carried out according to relevant IEC / IS standards.
- ii. The metal-enclosed switchgear must possess type test certificate from a recognized and internationally well-reputed test laboratory or equivalent or an independent test laboratory accredited by CPRI/NABL accredited/Govt. recognised Test House or Laboratory.
- iii. The HV part of GIS offered should be fully type tested.
- iv. Type test reports of parent company are also acceptable if HV part is imported from parent company and assembled at factory in India as per guidelines of parent company.
- v. Any local manufacturing or assembling of the HV part in India and same not type tested from recognized international labs / independent test lab shall not be acceptable.
- vi. Type test certificates shall be available for verification as evidence of successful completion of type tests.
- vii. The bidder shall submit following Type test reports to prove the capability and suitability of his offered switchgear.
  - Short Time Current Test for minimum 25 kA for 3 second.

- Short Circuit Test duties on Circuit Breaker.
- Impulse withstands Test.
- Power Frequency withstands Test.
- Temperature Rise Test.
- Internal Arc Test.
- Mechanical Endurance test on Circuit Breaker.
- Test to prove Degree of Protection of enclosure.
- Certificate for touch proof busbars and touch proof cable termination plugs
- viii. Notification for factory test along with list of proposed tests shall be submitted.
- ix. IEC factory routine test will include:
  - Visual inspection and check
  - Power frequency withstand test
  - Insulation resistance
  - All the Functional tests of the fully installed and wired equipment
  - Mechanical sequence operations
  - Check of secondary wiring
  - Electrical sequence operation
  - Partial discharge measurement
  - Secondary insulation test
  - Control of the gas tightness (Leakage)

### XV. *Protections to be used:*

- i. Feeder Protection: Incomer Direction over current & Directional earth Fault.
- ii. Transformer: Over current and earth Fault, Differential Protection.
- iii. Bus -coupler: Sync-check relay.

## D) TECHNICAL SPECIFICATIONS OF 11KV SWITCHBOARD

- i. Supply, installation, Testing & commissioning of 11 kV VCB panel.
- ii. Configuration of 11KV Switchboard:
  - Incomers :2
  - Transformer Feeder: 1
  - Outgoing feeder: 3
  - Bus coupler : 1
- iii. 11 kV switchgear panel comprising of 7 nos. of indoor type VCB panel, suitable for solidly grounded system, fully factory built and assembled for direct installation.
- iv. The panels should be designed, manufactured and tested in accordance with relevant IS/IEC with latest amendment.
- v. The panel should be supplied from manufacturer factory only.
- vi. Inspection of board will be done at manufacturer's factory.

### **Construction:**

- The VCB (cubicle and circuit breaker) panel should be made of steel clad, free standing, dust and vermin proof and horizontal isolation horizontal draw out, compartmentalized type, indoor switch board in standard execution with VCB.
- The draw out type circuit breaker cubicles should be fabricated using high quality CRCA/GI steel sheet/Aluminium material as per standard. The sheet metal should be given minimum nine tank anti corrosion treatment & then powder coated colour - SIEMENS GREY.
- The total metal enclosed panel shall be compartmentalized with internal positioning by insulated material of epoxy- reinforced fiberglass to constitute the following:
- Bus bar compartment
- Circuit breaker compartment
- CT & cable compartment
- Relay & metering compartment (LT compartment)
- vii. Each incomer & outgoing panel shall have:
  - a) Circuit breaker and CT compartment:

The circuit breaker should be totally enclosed & fully interlocked, front open type, horizontal draw out, horizontal isolation type breaker (as per IS:13118 as amended up to date), single break, trip free mechanism, electrically and manually spring charged and auto/manually closing breaker suitable for use on 11 kV, 3 phase, 50 Hz AC. with minimum short circuit fault level of 25 kA for 3 sec. complete with rack in and rack out mechanism. Panel shall be complete with plugs and sockets, mechanical inter-locks and safety shutter. The circuit breaker panel shall have minimum of 6 NO+6 NC auxiliary contacts directly operated by the breaker. The circuit breaker drive mechanism shall be provided with facility for pad locking at any position namely "SERVICE", "TEST" and "ISOLATED". The front door shall have view glass to facilitate observation of mechanical ON/OFF indication and operation counter.

The CT in the incoming and outgoing feeder cable compartment shall be in the rear. The LT control cable terminal arrangement shall be provided in the rear side in a separate box so as to have isolation from high voltage terminals. All the cable entry plates shall have removable gland plates. The CT required for metering and protection shall be as per IS-2705(as amended up to date) & IS-4201 (as amended up to date) and shall be of adequate size and its insulation will be epoxy cast resin type.

b) Relays & metering compartment (LT compartment):

The LT chamber of suitable height shall be positioned on the top of the panel & at the front. Protective relays, measuring equipment and auxiliary controls along with the switches and indications are to be accommodated on the LT chamber. Three nos. of bright steel hinges shall be used on front door with door opening limited to 135 degree

(approx.). All devices in the LT box are to be marked with permanent labels. Panel ratings shall be provided on the door.

Control wiring & CT wiring shall be done with single core, PVC insulated, FRLS, stranded copper cable of 1100 v grade and 2.5 sq.mm size. All cable and wires shall be numbered with suitable ferrules. Suitable lugs shall be used for control wiring & ring type lugs shall be used for CT wiring. All wires should terminate on suitable terminal boxes (TBs). All TBs shall have minimum 10 % spare terminals. TBs shall be marked. Reinforced flexible conduit shall be used for exposed wires & PVC spiral cable shall be provided on the door hinges in LT box (PVC spiral cable should not restrict the movement of the door). Colour coding of control cables shall be as per IS-694 (As amended up to date)

c) Panel metering & Indication equipment:

Microprocessor based flush type digital multifunction energy meter with accuracy class 1 to be provided for all VCB panels. The meter shall be of size 96 mm x 96 mm & shall display basic minimum electrical parameters of power distribution system. (V, I, phase angle, energy consumption etc.)

Following indications shall be available:

- 1. LED type indication lamp in each panel for:
- CB close
- CB open
- Trip on fault
- Trip circuit healthy
- Spring charged
- Breaker in service position
- Breaker in test position

All LEDs shall be LVGP (low voltage glow protection) & industrial type.

2. Closing & tripping:

Breakers should be able to operate in following ways:

- Manually: Spring charging, closing and tripping.
- Electrically: Spring charging, closing & tripping.
- Shunt trip coil: 110 V dc/24 VDC
- Closing coil: 110 V dc/24 VDC
- 3. Panel space heaters:

The panel shall be provided with 2 nos. of 80 W space heaters in each cubicle (CB cubicle & cable termination cubicle) and adjustable thermostats of suitable rating for heater temperature monitoring along with protective HRC fuses and ON/OFF switch.

4. Operation indication/Operation counter:

The front door of each breaker panel shall have window/windows to facilitate observation of the following:

- Spring charged/Discharged indication
- Mechanical ON/OFF indication
- Operation counter
- 5. Cubicle illumination: 02 (Two) nos. of lamp (LED) in each cubicle shall be provided along with switch.
- 6. Safety Interlock:
- > The following minimum safety devices shall be provided to ensure the safety of operating personnel:
- Individual explosion vents for bus bars/breaker/cable and CT chambers on the top/side of the panel to let out the gases under pressure generated during unlikely event of a fault inside the panel.
- Cubicle with front door/panel pressure tested for arc faults.
- CB and metal enclosure earthed in accordance with relevant IS/IEC.
- Self-operated shutters, shielding live fixed contacts, shall be provided which closes automatically when truck is withdrawn to test position.
- Breakers shall not be moved in "ON" condition from SERVICE to TEST position & vice versa.
- The CB cannot be switched "ON" when the truck is in any position between TEST & SERVICE position.
- All nut & bolts used inside the panel should be of high tensile, bright zinc plated, hexagonal headed, metric size, manufactured to DIN-931 of steel, tensile strength as per standard, coarse threaded with two nos. bright zinc platted flat & spring washers.
- Lifting hooks shall be provided for the panels.
- Panel markings at front and rear side of the door.
- Rear door could not be opened when VCB is in SERVICE position and can be opened only when the VCB is in TEST position.
- Anti-pumping relay to be provided
- > The switchgear panel shall have the following identification marking in a permanent manner:
- Panel name both in front & rear Side.
- Caution boards conforming to IS-2552 (as amended up to date) both in front and rear sides.

- CT specification name plate on CT & at panel cover at rear.
- Incoming & outgoing feeder.
- ➤ The markings and identifications of conductors, apparatus terminals shall be as per IS-5578 (as amended up to date) & IS 11353 (as amended up to date).

#### 7. Cable terminal box:

HT cable chamber with termination links for termination of incoming and outgoing HT cables should be provided in the rear side of the unit. Each rear cable chamber should be of suitable size for safe entry of one no. of incoming cable. Link rating shall be 600 Amps(min). Cable chamber shall have proper connection terminal for 3x240 sq.mm XLPE, 11 kV cable (cable entry from bottom side) with heat shrinkable jointing kit.

# 8. Bus bar compartment:

3 nos. of bus bar to be used of capacity 1500 Amps. Bus bar shall be rectangular in cross section and made from electrolytic grade electro tinned copper having 99.99 % high conductivity. Heat shrinkable sleeve insulation of 11 kV voltage grade should be provided on the bus bar, its risers & connections and shall be marked in different colour codes for identification of three different phases (R, Y, B). Thickness of bus-bar sleeve shall be as per standard & shall be made of Raychem 11 kV grade or similar type. Cast epoxy insulator supports for bus-bar & cable termination links designed to withstand full short circuit current at specified fault level for 3 seconds shall be provided. Busbar arrangement should be such that in future similar cubicles can be connected with this cubicle.

## OR

The bus bar section shall be of 1500 A capacity to carry the rated current continuously without excessive heating and for adequately meeting the thermal and dynamic stresses in the case of short circuit in the system up to full fault MVA. The gas insulated busbar modules contain the busbars. Bus bar shall be of Copper. Gas Insulated 11 kV Switchgear confirming to relevant IS. The instrument current & voltage transformers and the cable bushing shall be installed outside gas tank. The power cables and terminations must be touch-proof.

## 9. Incoming feeder:

- > 2 nos. of 600 A, 11 kV VCB floor rolling with minimum short circuit fault level of 25 kA for 3 sec.
- ➤ Following protections are to be used in the income feeder:
- Microprocessor based numerical relay against O/C, E/F protection. Relay should store minimum 5 fault records & should be able to communicate with laptop furnishing fault record data. Relays should have provision for Modbus serial communication with RS 485 as wiring type for SCADA. The relays should be REF615/RET615 (ABB MAKE) or P141/P143(MICOM) make only.
- Cast resin three core 3 CTs are to be used. Details are as follows:

Core 1 (Metering): 100-200/5 A, Class 1, 5 VA Core 2 (Protection): 100-200/5 A, 5P10, 5 VA Core-3 (Differential): 100-200/5, PS Class

## 10. Outgoing feeder:

- > 3 nos. of 600 A, 11 kV VCB with minimum short circuit fault level of 25 kA for 3 sec. Following protections are to be provided:
- Microprocessor based numerical relay against O/C, E/F protection. Relay should store minimum 5 fault records & should be able to communicate with laptop furnishing fault record data. The relays should be REF615/RET615 (ABB MAKE) or P141/P143(MICOM) make only.
- Cast resin dual core 3 nos. CTs are to be used. Details are as follows:

Core 1 (Metering): 100-200/5 A, Class 1, 5 VA Core 2 (Protection): 100-200/5 A, 5P10, 5 VA

## 11.Bus coupler:

> 1 no. of 600 A, 11 kV VCB with minimum short circuit fault level of 31.5 kA for 3 sec.

Bus coupler shall have:

- Microprocessor based numerical relay against O/C, E/F protection. Relay should store minimum 5 fault records & should be able to communicate with laptop furnishing fault record data. Relays should have provision for Modbus serial communication with RS 485 as wiring type for SCADA. The relays should be REF615/RET615 (ABB MAKE) or P141/P143(MICOM) make only.
- Provision for synchro-check protection (Required during paralleling of transformers)
- 3 nos. of LED showing R, Y, B voltage.
- Breaker On, OFF, Trip indicating light
- Breaker in SERVICE/TEST position Indication lamp
- 16 Amp "T-N-C" switch for ON/OFF of VCB required.
- Multifunction Meter
- Cast resin of dual core 3 CTS (for 3-phase)
   Core-1(Metering): 100-200/5 A, Class -1, 5 VA
   Core-2(protection): 100-200/5, 5P10, 5 VA

#### 12. Potential Transformer:

- The potential or voltage transformers shall be cast resin type and shall conform to IS: 3156.
- The potential transformers shall be draw out type and shall be provided with fuses on primary side and MCB/Fuses with on secondary side.

- The draw out mechanism shall disconnect the PT from the main bus bars.
- The primary connection shall be disconnected before the PT or its primary fuses become accessible.
- Neutral point of the star connected PTs both on primary and secondary sides shall be earthed.
- The PTs shall have an over voltage factor of 1.9 for 30 seconds and an accuracy of class 1.0 from 10% to 120% of normal voltage.
- The secondary voltage of PTs shall be 110 V.
- Provision to be given to tap power from PT to energise Relays in case of emergency.

# Special Note:

- a) All draw out type VCB should come out on the floor directly when racked out from the panel. Separate VCB lifting truck is not acceptable.
- b) Single line diagram (SLD) of existing system & layout of proposed area for new HT panel is attached with this tender for your ready reference.
- c) No bus trunk is required in the HT panel.

# E) TECHNICAL SPECIFICATION OF STATION TRANSFORMER:

This specification covers supply, Installation, Testing and commissioning of 500kVA Dry Type Transformer. The design, materials and manufacture of the equipment shall be of the highest order to ensure continuous and trouble-free service over the years.

### 2. STANDARDS

The latest revisions of the following Codes and Standards listed shall be applicable for the Equipment / materials covered in this specification.

IS 11171 & 2026: Dry type power transformer

IS 10028 (Part II & III): Installation and Maintenance of Transformer.

IS 2099: Bushing

IS 2705: Current Transformer.

IEC 60529: Classification of degree of protection provided by enclosures

### 3. GENERAL CONSTRUCTION

All the MS parts shall be either Hot dipped galvanized or cold galvanized to make them corrosion free. The core shall be made up of high grade low loss cold rolled grain oriented silicon steel. Both low & high voltage windings shall be made of copper conductor. The class of winding insulation shall correspond to class 'F'. The construction of the windings of the transformer shall be such that no creepage path is found even in dusty & corrosive ambient conditions. The core coil assembly shall be housed in a prefabricated enclosure. The enclosure shall be fabricated with mild steel CRCA sheets with adequate provision for ventilation. The enclosures shall undergo the nine tank process. Finally the external

and internal surfaces of the enclosure shall be powder coated with the required paint shade.

- 4. GENERAL REQUIREMENTS:
- 4.1 The transformer shall have thermal and dynamic ability to withstand external short-circuit as per clause 9 of IS 2026 (Part I) 1977 and clause 5 of IS 11171-1985.
- 4.2 Capacity and Rating: Continuous rating specified shall be irrespective of tapping position. Indoor transformers shall be suitable for IP-23 protection.
- 4.3 Temperature Rise: The reference ambient temperatures assumed for the purpose of this specification are as follows -
- a) Maximum ambient Temperature: 45° C
- b) Minimum ambient Temperature: 6 ° C
- c) Relative Humidity: More than 90 %
- d) Altitude: 120 m
- 4.4 Cooling: Unless otherwise specified the transformer cooling shall be air and naturally cooled (AN). Additionally sufficient cooling fans shall be provided which will start automatically when the temperature exceeds 75-90 degree. (The temp shall be adjustable with a thermostat.)
- 4.5 Tap Changing Device: Preferred tapping range is +5% to -7.5% in 2.5% steps by means of off load tap changing links or tap switch. The device shall be provided on HV for HV Voltage to keep LV Voltage constant.
- 4.6 Terminal Markings Connections: Relevant provisions of IS: 2026 (Part-IV)-1977 shall be applicable.
- 4.7 Voltage Ratio: Unless otherwise specified, the transformer shall be suitable for a voltage ratio of 11 KV/415 V-240 V
- 4.8 Vector Group: Dyn11
- 4.9 Accessories: The transformer shall be with enclosure or without enclosure with HV and LV terminations as specified both on HV and LV side. The LV side shall be suitable to receive LV cable inter-connection suitable for full load current of the transformer.
- 4.10 Fittings: The transformer shall be complete with the following fittings: -
- (a) Off load type tap changing link or tap switch.
- (b) RTD temperature controller.
- (c) Lifting lugs for all transformers.
- (d) Bi-directional /Unidirectional Rollers to be specified.
- (e) Rating diagram and terminal marking plate for all transformers with OIL's PO No.

## E-TENDER NO. CDI4618P24

- (f) Additional Neutral separately brought out on a bushing for earthing for all transformers.
- (g) Earth terminals (2 Nos.) for body earthing
- (h) Operating spares-1 set

#### 5. SPECIFICATIONS

Transformer 500kVA, 11kV/415-240 Volts, 3 Phases, 50 Hz, Double winding, copper conductor,

Dry type, natural air cooled/force cooled distribution transformer for indoor installation & as per following specifications:

#### 5.1. GENERAL:

- 1. Applicable Indian Standard: IS: 11171 and IS: 2026 with latest amendments.
- 2. Service duty: Continuous.
- 3. Installation: Indoor.
- 4. Auxiliary power supply: 230V AC ± 10 %
- 5. Control Voltage: 230V AC ± 10 %

### 5.2. SITE CONDITION:

Maximum ambient Temperature: 45° C

- b) Minimum ambient Temperature: 6 ° C
- c) Relative Humidity: More than 90 %
- d) Altitude: 120 m
- e) Seismic design co-efficient: As per IS: 1893.
- f) Rainfall: 200 cm (annually.)

### 5.3. RATING AND GENERAL DATA:

- a) Rating: 500kVA
- b) No. of phases: 3.
- c) Frequency:  $50 \pm 3 \%$
- d) Type of Insulation: Class-F. Temp. Rise-Designed to withstand 120 degree ° C
- e) Partial discharge: As per IS-11171, IS-6209.
- f)Type of cooling: AN
- g) Installation: Indoor
- h) Vector group: Dyn 11
- i) Percentage impedance: As per IS-2026.
- j) Nominal system voltage: 11kV/415-240 Volts
- k) Type of neutral earthing: Solidly grounded Neutral.
- 1) Symmetrical short circuit withstands capacity: As per IS-11171.
- m) Rated short duration power frequency withstands voltage: As per IS 11171.

- n) Rated lightning impulses withstand voltage: As per IS 11171 (List-2).
- As Vacuum circuit breaker will be used as incomer to the transformer, BIL voltage shall be 95KV.
- o) Transformer sound level should not exceed 60 db.
- p) Water absorption (24hrs @25C): less than 0.05% (superior insulation, longer life)
- q) Chemical Resistance: Painting must have excellent performance rating.
- r) Dielectric Strength: Minimum of 3200 volts/mil dry (for superior stress, Over voltage tolerance)
- s) Dissipation Factor: Max. 0.02 @25 degree C to reduce aging of insulation.

## 5.4. TAP CHANGER:

Type: Off-Circuit Tap Links
Total tapping range: ± 5.0 %
Tapping steps: In steps of 2.5 %.

Markings shall be clear enough to indicate the tap position.

#### 5.5. TERMINAL ARRAGEMENT:

HV winding line end: Cable box LV winding line end: Cable box

One neutral bushing outside the cable box shall be provided for grounding.

### 5.6. BUSHING:

Made from non-hygroscopic epoxy resin cast material suitable for site condition mention in Para- B & conforming to IS-2099

### 5.7. CABLE BOX:

- i) HV cable box should be suitable for termination of 1 nos 3Cx240 sq. mm XLPE armoured, Aluminium conductor cable with heat shrink type cable termination. The bottom plate shall be detachable type and 1 nos. heavy duty single compression cable glands suitable for 3Cx240 sq.mm XLPE armoured cables shall be fitted. Cable Box standard should be as per IP-54.
- ii) LV cable box should have brought out electro-tinned copper bus bars of suitable rating & size for termination of 4 nos. of  $3\frac{1}{2}$  x 240 sq. mm PVC/XLPE Aluminium cables. The cable box should have detachable cable gland plate fitted with suitable heavy duty single compression cable glands for the cables mentioned above. Support bar in LV cable box should be made up of fiber glass. Cable Box standard should be as per IP-54.
- iii) HT and LT cable boxes shall be button entry type and Bottom detachable gland plates made from 3.0mm thick MSCR sheet shall be provided for all cable entries, suitable cable gland shall be provided for the above cables.
- iii) Terminals should be marked as per IS: 2026 -1977.

## 5.8. TRANSFORMER CORE:

i) Material: High grade cold rolled grain oriented silicon steel.

- ii) Structure: Grounded and sharp corners avoided.
- iii) Lamination: Treated and coated with suitable insulations. The core limbs & yokes are branded by means of resin glass tape to reduce vibration & noise.

#### 5.9. TRANSFORMER WINDING:

The winding material should be high conductivity 99.99% electrolytic grade copper. The insulation should be Cast Resin type, Class-F. Conductor should have thermally upgraded paper (Nomex) insulation reinforced with fiber glass. The coil assembly is to be impregnated & cast under vacuum with epoxy resin for achieving non-hygroscopic, acid & alkali resistant insulation. The complete winding should have smooth cylindrical finish after impregnation to ensure high mechanical strength. The thickness of resin should be uniform. The insulation should be self- extinguishing type. Mounting of the winding to the transformer case shall be of vibration resistance pad placed uniformly in all direction.

- (i) The windings/connection of transformer shall be braced to withstand shocks, which may occur during transport or due to short circuit, repeated peak loads and other transient conditions during service.
- (ii) Windings shall be subjected to a shrinkage treatment before final assembly so that no further shrinkage occurs during service.
- (iii) The conductors shall be transposed at sufficient intervals in order to minimise eddy currents and equalize the distribution of currents and temperature along the windings.
- (iv) Windings shall not have sharp bends which might damage insulation and /or produce high dielectric stresses.
- (v) Coils shall be supported using dried and high pressure compressed wedge type insulation spacers at frequent intervals.
- (vi) All threaded/bolted connections shall be locked. Leads from the winding to the terminal board and bushings shall be rigidly supported to prevent injury during short circuits/vibration.
- (vii) Permanent current carrying joints in the windings and leads shall be welded or brazed.
- (viii) Digital Winding temperature scanner connected with three nos. RTDs, one each for each LV winding, should be provided in a metallic enclosure (Marshalling box) that is mounted on the main enclosure. The scanner shall have potential free NO contacts to provide indication, alarm & trip contacts. Two sets of additional contacts to be provided to connect 2 nos cooling fans so that they start if the temp rises above a set value say above 75 degree. Winding temperature indicator should show maximum temperature attained. The RTDs should be properly wired up to the scanner terminals. Temperature setting of each contact shall be independently adjustable at site.

### 5.10. ENCLOSURE:

Enclosure for transformer shall be fabricated of minimum 14 SWG gauge properly cleaned degreased and painted as per manufacturer's standard practice. The core & winding assembly should be housed inside a sheet steel enclosure with removable

inspection & tap changer covers. The enclosure should offer IP-23 protection as per IS-2147 and should have suitably designed louvers for circulation of cooling air. All the gaskets should be of neoprene rubber. All non-energized metallic parts of the transformer shall be grounded.

### 5.11. EARTHING:

Earthing shall be as per IS-3043.All metal parts of the transformer with the exception of individual core laminations core bolts and associated individual clamping plates shall be earthed internally. Suitable arrangement shall be made for earthing of neutral externally.

### 5.12. WIRING:

All internal wiring shall be done with 1.1kv grade fire retardant PVC insulated tinned copper multi stranded cable of standard size of 2.5sqmm with proper lugs . Ring lugs shall be used at all connections such as CTs connection etc. All terminal strips shall have minimum 2 nos. spare terminals to accommodate any modification required during commissioning /operation. All terminals shall be accessible for testing and troubleshooting/maintenance. All cable shall have ferules.

#### 5.13. NAME PLATE

Transformer shall be furnished with a non-corrosive diagrammatic name plate permanently attached with non-corrosive hardware with following information:

- (i)KVA rating
- (ii)Primary and secondary voltage.
- (iii)Primary and secondary current.
- (iv)Frequency.
- (v)Nos. of phases.
- (vi)Percentage of impedance.
- (vii)Types of cooling.
- (viii)Connection & symbol.
- (ix)Tape configuration.
- (x)Insulation system and rated maximum temperature rise.
- (xi)Sound level.
- (xii) K- factor rating (if available)
- (xiii)Year of manufacture.
- (xiv)Design impedance.
- (xv)Manufacturer's name.
- (xvi) Net weight.
- (xvii) IS standard.
- (xviii) OIL's P.O. no. and date.

## 5.14. LIFTING HOOK.

Suitable Lifting hook shall be provided on the top of the transformer for transportation/installation of transformer.

#### 5.15. LIST OF FITTNGS AND ACCESSORIES:

- i. HV bushings inside HV cable box: 3 nos. rated for 11kV.
- ii. LV bushings in side LV cable box: 4 nos.(3P+1N) rated 415 Volts
- iii. Outside LV cable box: 1 no. for grounding.
- iv. Digital Winding temperature scanner connected with 3 nos. of RTDs, one each for each LV winding.
- v. Earthing terminals: 2 nos for body earthing.
- vi. Jacking lugs.
- vii. Inspection cover: 2 nos. placed in opposite site
- viii. Base channels with bi-directional rollers: 2 nos.
- ix. Any other accessories which supplier think essential may also be included as optional.

### 6. INSPECTION:

- (i) All the NIT specified routine tests and special tests as per IS: 11171 are to be carried out in presence of OIL's Engineer at manufacturer's works. The bidder will give intimation to OIL 15 days advance prior to commencement of tests so that OIL can depute representative for witnessing tests in time.
- (ii) The dispatch will be cleared only if the test results comply with the specifications and testing results are within the tolerance limits.
- (iii) Materials / equipment failed to conform to the specifications/during testing, OIL's representative shall have the right to reject the materials and, in that case, the supplier will either replace the rejected materials or make alterations necessary to meet specifications requirements free of costs.

## 7. GENERAL TERMS AND CONDITIONS:

- i. Party should furnish all relevant technical particulars as per IS:2026 (1977), Part-I along with the offer.
- ii. Supplier shall mention in their offer the minimum ventilation requirement of transformer room.
- iii. Supplier must indicate the storage procedure for the transformer in case the transformer is left un-energized.
- iv. List of installation & commissioning checks required for the transformer must be enclosed with the offer.
- v. Transformer winding shall be specially braced to withstand to thermal and mechanical stresses of harmonic current and voltage.

#### F) TECHNICAL SPECIFICATION OF 11 KV AND 33 KV CABLES:

Note: Please refer attached document "Tentative cable length" for information on cable requirement.

## A) 11 kV Cables:

- 1) Cable: 11kV, XLPE Aluminium.
- 2) Size: 3Cx240 mm2
- 3) Voltage Grade: 11 KV, suitable for earthed neutral system.
- 4) Colour: Black
- 5) Shape: Complete round on outer side
- 6) Conductor Material: Stranded compact circular/shaped Aluminium (complying with Class 2 of IS: 8130-1984)
- 7) Conductor Screening: non-metallic semi-conducting tape or by extrusion of semiconducting compound or a combination of the two.
- 8) Insulation: Cross linked polyethylene (XLPE) applied by extrusion.

Insulation Screening (metallic and non-metallic): Non-metallic part: It shall be applied directly over the insulation of each core & shall consist of either a semi-conducting tape or extruded semi-conducting compound or a combination of the two or either material with a semi-conducting coating. Metallic part: either tape, or braid, or concentric serving of wires or a sheath; shall be non-magnetic and shall be applied over the non-metallic part.

- 9) Core identification: Red, Yellow & Blue polyester tape in individual cores.
- 10) Filler & Inner Sheath: Vulcanized or unvulcanised rubber; or Thermoplastic materials.
- 11) Armour: Galvanized round steel wire or galvanized steel strip.
- 12) Outer Sheath: PVC (type ST2 compound).
- 13) Min Length: 500Mtr (Final value to be fixed during Pre-bid conference)
- 14) Applicable Standard: IS 7098 (Part-2)/1985 (with latest amendments if any)
- 15) Marking: a) Manufacture's name, voltage grade, length (in metres), size of cable and year of manufacture shall be printed, indented or embossed on the sheath of the cable throughout the length. The distance between any two consecutive printings, indentations or embossing's shall be not more than 1 m.
- 16) Cable drum shall be marked with manufacture's name, voltage grade, size of cable, cable code, year of manufacturing, length of cable, Number of lengths on the drum (if more than one); gross weight, ISI mark & OIL's purchase order number with suitable paint in permanent manner.
- 17) Make: Any brand with valid BIS manufacturing license & type test certificates.

#### B) 33 kV cables:

- 1. Cable: 33kV, XLPE Aluminium
- 2. Size: 3Cx300 Sq.mm & 3Cx 120 Sq.mm
- 3. Voltage Grade: 33000V, suitable for earthed neutral system.

- 4. Colour: Black
- 5. Shape: Complete round on outer side
- 6. Conductor Material: Stranded compact circular/shaped Aluminium
- 7. (complying with Class 2 of IS: 8130-1984)
- 8. Conductor Screening: non-metallic semi-conducting tape or by extrusion of semiconducting compound or a combination of the two.
- 9. Insulation: Cross linked polyethylene (XLPE) applied by extrusion.
- 10. Insulation Screening (metallic and non-metallic): Non-metallic part: It

shall be applied directly over the insulation of each core & shall consist of either a semi-conducting tape or extruded semi-conducting compound or a combination of the two or either material with a semi-conducting coating. Metallic part: either tape, or braid, or concentric serving of wires or a sheath; shall be non-magnetic and shall be applied over the non-metallic part.

- 11. Core identification: Red, Yellow & Blue polyester tape in individual cores.
- 12. Filler & Inner Sheath: Vulcanized or unvulcanised rubber; or Thermoplastic materials.
- 13. Armour: Galvanized round steel wire or galvanized steel strip.
- 14. Outer Sheath: PVC (type ST2 compound).
- 15. Min Length: 500Mtr (Final value to be fixed during pre-bid conference)
- 16. Applicable Standard: IS 7098 (Part-2)/1985 (with latest amendments if any)
- 17. Marking:
- a) Manufacture's name, voltage grade, length (in metres), size of cable, Applicable ISI mark, year of manufacture and the letter

'ELECTRIC' shall be printed, indented or embossed on the outer sheath of the cable throughout the length. The distance between any two consecutive printings, indentations or embossing shall be not more than 1 m.

- b) Cable drum shall be marked with manufacture's name, voltage grade,
- 18. size of cable, cable code, year of manufacturing, length of cable,
- 19. Number of lengths on the drum (if more than one); gross weight, ISI mark
- 20. & OIL's purchase order number with suitable paint in permanent manner.
- 21. Make: Any brand with valid BIS manufacturing license & type test
- 22. certificates.

#### G. TECHNICAL SPECIFICATION OF 415 V VERTICAL DISTRIBUTION BOARD:

"MCB Distribution Board 6 Way (TPN) Double Door

Conforms to IS:13032 & IS: 8632 part-3 Made of special grade CRCA sheet steel to provide strength and longer life to enclosures. Coated with latest powder coating technology for lasting of mounting finish & long life.

Current caring parts are made of electrolytic grade of copper to attain high conductivity and low resistivity thereby keeping temperature rise and distribution losses very low. Adequate number of knockout holes of various sizes are provided both at top & bottom. Designer double door: both side detachable gland plates with knockouts and masking sheet provided. Cement spill protector. Door is separately packed for preventing rusting

in double door distribution boards Ample (sufficient) wiring space is provided to ensure proper distribution of neutral and earth wires. Suitable for MCB/MCCB/isolator/RCCB as incomer and MCBs as outgoing. Wide range of distribution boards used for different applications. Suitable for surface & flush mounting. "

## Configuration:

A) Bus-bar: 1000 A

B) Incomer MCB: 630 A, 2 Nos.

C) Outgoing: 100 A, 2 Nos.

63 A, 2 Nos.

16 A, 2 nos.

D) Short circuit capacity: 50 kA

## Special Note:

- a) Panel must be procured from OEM or authorized dealer.
- b) In case, bidder is a dealer of OEM, valid dealership certificate must be furnished with offer, failing which bid will be rejected.
- c) Bidder shall provide Type test certificate (Not more than 5 years from the tender bid opening date) of similar type of HT panel (11 kV or Higher) from CPRI/NABL accredited/Govt. recognised Test House or Laboratory .
- d) The item shall be guaranteed for a period of 5 years from the date of Installation & Commissioning.

Technical Specification of E-house:

#### 1.0 SCOPE

This specification describes the requirements for design, manufacture, testing at manufacturer's works, supply, installation and Commissioning at site of prefabricated metal electrical room with GIS Switchgear System and associated auxiliary equipment.

#### 2.0 GENERAL DESIGN CRITERIA:

The E-House shall be an elevated, air-conditioned structure with all self- sufficient required equipment such as:

- Switchgear with Protection Relays & Local Control arrangement.
- LV AC & DC Distribution system.
- Battery, Charger etc.
- Supply, laying, dressing, termination and connection of control cables.

- Light fixtures with occupancy sensor and Receptacles,
- DC/AC Emergency lighting system.
- Air ventilation system to suit temperature management within E-house.
- Fire detection system.
- Remote Surveillance system.
- Earthing
- Platforms, Stairs, handrails etc. as appropriate, for ease of operation & maintenance.

The supplier shall install all equipment within E-House.

The above E-House needs to be fully assembled and integrated at factory and acceptance test shall be carried out at Manufacturing/ Assembly location to ensure best in quality performance and ease of operation as a "plug and play" solution to be delivered at site.

#### Note:

- 1. The elevation of the platform shall be as per the existing set up at Pontoon Switch Yard.
- 2. The ventilation system offered shall be suitable for unmanned operation.
- 3. The civil structural works/civil works along with any kind of periphery jobs like pilling etc. shall be included by the bidder in their bid itself and the same shall be vetted by Civil Department (OIL).

#### 3.0 SERVICE CONDITIONS:

All materials supplied and installed shall be capable of operating without fault in a tropical climate, which exhibits a high level of ultra-violet radiation and severe thunderstorms. Relevant environmental conditions are listed as follows:

Maximum ambient Temperature: 45° C

- b) Minimum ambient Temperature: 6 ° C
- c) Relative Humidity: More than 90 %
- d) Altitude: 120 m
- e) Avg. No. of Thunder storm Days / Year 100
- f) Avg. annual rainfall 200 cm
- g) Maximum wind pressure 100 km/hr
- h) Pollution Level Average polluted area
- i) Seismic Level Zone Level IV

#### 4.0 REFERENCE STANDARDS:

The metal-enclosed 33KV GIS Sw. gr. and 11KV AIS Sw. Gr. both, Battery & Battery charger (110 V), DCDB & ACDB, Fire Fighting equipment, RTU, SCADA unit and including the all operating devices, accessories and auxiliary equipment forming integral part thereof, shall be designed, manufactured, assembled and tested in accordance with the relevant standards, specification and codes of practices, referred to herein and shall

#### E-TENDER NO. CDI4618P24

be the latest editions including all applicable official amendments and revisions as on the date of opening of bid.

4.01 For 33KV Gas-Insulated Switchgear switch gear:-

IEC 62271-200 AC metal-enclosed switch gear & control gear for rated voltage above  $1~{\rm KV}$  and up to and including 52 KV

IEC 622271-1 High Voltage switchgear and controlgear-Part-1: Common specification IEC 622271-100 High voltage Alternating current circuit breakers.

IEC 60694 Common clauses for high voltage switchgear and control gear standards

IEC 62271-103 High voltage switches for rated voltages above 1 KV and less than 52 KV.

IEC 60071 Insulation coordination

IEC 61128 Alternating current disconnectors bus transfer current switching by disconnectors

IEC 61129 Alternating current earthing switches-induced current switching

IEC 60265 High voltage switches

IEC 60137 Bushings for alternating voltages above 1000 V

IEC 60233 Tests for hollow insulators for use in electrical equipment

IEC 61259 Requirements for switching of bus charging current by GIS disconnectors

IEC 60059 IEC Standard current Rating

IEC 62271-102 A.C. disconnectors (isolators) and earthing switches for voltages above  $1000\ V$ 

IEC 62271-207 Seismic qualification for gas -insulated switch gears assemblies for rated voltages above  $52\ \mathrm{KV}$ 

IEC 60376 New Sulphur Hexafluoride (SF6)

IEC 60480 Guidelines for checking and treatment of Sulphur Hexafluoride (SF6)

IEC 61633 High voltage Alternating Current Circuit Breakers-Guide for Short Circuit and Switching Test-Procedure for Metal Enclosed and Dead tank Circuit Breaker.

IEC 61634 High voltage Switchgear and Control gear use and handling of SF6 in High voltage Switchgear and Control gear

IEC 61243-5 Voltage detection systems

IEC 60044-1 Current Transformers

IEC 60044-2 Potential transformers

IEC 62271-209 Cable connections for gas insulated switch gears

IS 5621:1980 Hollow Insulators for use in electrical equipment

IS:2544/1973 Porcelain Post Insulators

IS 8828/1996 MCB

IS 12063/1987 Degree of protection provided for enclosures for electrical equipment. IS 5/2005 Colors for ready mixed paints and enamels.

IS 55781984 Marking of insulated conductor.

11353/1985 Guide for Uniform System of Marking and Identification of Conductors and Apparatus Terminals

IS 1248/2003 Indicating instruments.

IS 6875 amended up to date Control switches.

IS 3231/1986 & 87 amended up to date Electrical Relays for Power System Protection.

IEC 60255 amended up to date Numerical protection relays IS 8686/1977 Static protective relays.

IS 4794/68 & 86 Push button.

IS:9385/1979 High Voltage Fuses

IS 9431/1979 Indoor post insulator of organic material IEC 60529 / EN 60529 Protection against accidental contact, foreign Objects and water

#### 5.0 GENERAL REQUIREMENTS:

5.01 The E-house shall be designed to withstand the external environmental conditions, seismic condition (zone 4), Wind load, imposed load condition and dynamic loads associated with transport as per Relevant IS. Supporting calculation for above to be submitted during detail engineering. All material used shall be new, unused and of superior quality.

5.02 The E-house frame shall be constructed as a rigid, self-supporting steel structure. Structural steel Design, fabrication and welding shall be in accordance with relevant IS / other acceptable standards. Construction materials –

- \* Steel: load bearing members: IS 2062 or equivalent
- \* Structural steel: IS 2062.
- \* Side-end walls & roof panels: IS 2062.
- \* Square/rectangular hollow sections: IS 1161 or equivalent
- \* Paint: to suit hilly & industrial climate.
- \* Corner fittings: dimension as per ISO 1161 1984

5.03 The roof framing and the columns shall be designed to support any additional dead load suspended from the roof such as air conditioning duct, false ceiling, cable trays, light fixtures etc.

5.04 The floor framing shall be fabricated from ASTM A36 or equivalent steel members to form a rigid rectangular frame. The frame shall be braced with cross members as required to support the equipment installed in the E-house.

5.05 The floor shall be constructed at a height of preferably two meters from the finished ground level of Sub-station for ease of cable entry.

5.06 All exterior walls shall be air and water tight and shall be capable of maintaining this tightness during and after any transport or lifting operations.

5.07 The shell of the E- house (container) shall be all of weld construction.

- 5.08 The doors / windows shall be effectively sealed against water ingress in closed condition by using proper gasket profiles. Above doors, rain-hoods are to be provided to avoid water leaking into Joints.
- Particular attentions are to be paid to prevent any corrosion of metal parts.
- Structure walls and roofs shall be formed by means of 1.6 mm thick CRCA sheet with thermal insulating material inside. The exterior walls and frames around door and any other opening if any shall be structurally adequate to sustain all applicable loads.
- Roof slope shall be minimum of 6 degree. Roof edges/ slopes shall be provided with drain arrangement for water draining from top. Roof shall be welded with the main structure to form an integrated assembled section. The design of the roof shall ensure safe working in the high-rainfall area.
- Floor plating shall be covered with a non-skid surface. The exposed floor in front of electrical panels shall be insulated with high grade PVC insulation mat, rated for 36kV.
- Exterior walkway, stairs with hand rail and landing shall be provided.
- External paint finish shall provide an expected life to meet minimal maintenance in marine condition.
- All the wall & roof materials used shall be non-combustible type.
- E-Houses will be insulated on sides, end walls, roof & doors with minimum 50 mm thick Rockwool insulation.

- Interiors of the E-Houses shall be aesthetically finished as to give a pleasing appearance with high quality workmanship. All joints shall be neatly finished.
- For side, roof and end walls panelling will be done with 1 mm thick CRCA sheet.
- Considering superstructure load, soil condition etc. foundation design to be done by the bidder and design drawings are to be submitted at OIL for approval.
- Construction of all the required foundation structures, columns, beams etc. are in the scope of bidder.

## 6.0 ELECTRICAL REQUIREMENTS:

- 33 KV & 11 KV switchgears are of single bus arrangement.
- Preferable control voltage shall be 110 V DC/ 24 VDC for 33 KV Indoor GIS Type Switchgears and 11 KV AIS switchgears.
- Station transformer to be placed in a separate chamber within E-House. This is required for ease of replacing the transformer as and when required. Adequate precautions must be taken for proper heat circulation, prevent ingress of water during rainy season.

#### 6.01 LIGHTING

- The electrical panel can be wall mounted type and shall have feeders for lighting circuits, sockets, battery chargers, air conditioning units, F&A panels, spare etc. The incoming supply for this panel shall be from a 3 phase 4 wire 433V 50Hz supply and will have a main TPN MCB of sufficient rating depending upon the load inside E-house. The feeders shall be through 2 pole MCBs for single phase circuits and 4P MCBs for 3 phase circuits. The feeders shall be arranged such that the load shall be balanced among three phases. The enclosure shall be of minimum IP41 rating, powder coated paint.
- The wiring circuit of the E House for lightings will include a suitable 1-phase power input socket, distribution board with MCB for the light connections and other additional points as required.
- Sufficient quantity 240 V, 1 Ph, 5 A socket outlet shall be provided inside the E-House.
- Sufficient quantity 240 V, 1 Ph, 15 A socket outlet shall be provided inside the E-House.
- Electrical wiring has to be done as per respective IS standard with proper earthing system. All wires used for lighting system should be by FRLS 1100V grade.
- Lux level shall be 300 lumen inside the E-house and outside platforms/ stairs shall be 100 lumen. The luminaries used shall be LED type of sufficient wattage to cater the required Lux requirement.
- Motion / Occupancy Sensors shall be installed within E-House which shall perform zone wise lighting system control.
- The enclosure shall be furnished complete with factory installed of emergency lighting and with EXIT light fixtures at each access doors. Twenty percent of total

lighting fixtures shall be emergency lighting with Battery backup. The lighting system shall provide immediate emergency light (for at least 1 Hour) upon failure of the normal power source, and shall switch off automatically when power is restored.

#### 6.02 GROUNDING

- Internal Earthing inside enclosure with suitable cross sectional GI flats.
- The E-House shall be furnished complete with ground pads which shall bond of electrical equipment enclosure frames and ground buses to the E-House frame at the exterior base in two locations and at opposite ends of the e House so as to provide a continuous path to ground.
- The Grounding system shall connect to each end of the ground bus in each assembly of installed equipment.

## 6.03 FIRE DETECTION & CONTROL, SURVEILLANCE SYSTEM AND AIR CONDITIONING SYSTEM

The Fire Detection - alarm & control system, surveillance system and Air conditioning ventilation system shall be installed in line with manufacturer's recommendation.

#### 6.03.01 Fire Fighting System

- A fire detection and alarming system shall be installed consisting of the fire alarm control panel with display utilizing a detection system suitable for multi area detection and control.
- The fire detection and alarm system shall include multi sensor smoke detectors suitable for the intended service, break glass type manual call points, indoor & outdoor alarm hooters.
- Fire alarm panel shall shutdown AC system in respective rooms in case of fire.
- The wiring for fire alarm panel to smoke detectors shall be done through separate conduits or bare as per standard and shall not be mixed with any other circuits. Cabling shall be with steel wire unarmoured copper cable with flame retardant low smoke cables.
- Co2 fire extinguishers (5kg) 4 nos. shall be placed nearer to entrance.

## 6.03.02 Air Conditioning/ventilation system

Supporting calculations shall be furnished by the bidder to determine size and quantity of split A/c units.

• AC systems/ventilation of wall mounted design controlled from a separate panel within the enclosure will be provided as required capable to maintain average ambient temperature of 27°C or any specified by OIL.

- The air conditioned/cooling design shall include moisture -proofing and thermal insulation to prevent occurrence of internal condensation.
- AC system shall be interlocked with smoke detection system to shut down on alarm.
- Exhaust fans shall be provided for separate battery room.

## 6.03.03 Safety Equipment & Tool Box

- Safety charts, Danger Boards as per IE rules shall be provided in adequate quantity.
- Entrance, exit and emergency exit sign, first aid box and no smoking board to be provided in adequate quantity.

#### 6.03.04 Anti-Theft Alarm:

- E-House should be equipped with anti-theft alarm to prevent entry of unauthorised personnel.
- Alarm system should activate hooter and send notification to concern officials in the hours of requirement.
- Alarm system should be powered from 230 VAC Mains & battery of suitable size.

#### 7.0 SPECIAL REQUIREMENTS

- CCTV & LED Screen for monitoring switchyard from E-House. Minimum two nos. CC TV cameras (Image Sensor TypeCMOS, Camera Image Sensing capacity (Picture Mode)2MP, ResolutionFull HD (1920 x 1080 Pixel), Day / Night operation, Optical Zoom 32x, Digital Zoom 16x, Weather proof, audio detection, along with recording for 03months) shall be provided inside E-house container to cover all areas and one each at each entrance door.
- All the equipment / instruments used shall be as per OIL's Technical Specification and from the approved Makers List. If the specification / make for any particular equipment is not available then manufacturer have to submit all relevant documents and data sheets for prior approval from OIL.
- OIL reserves the right to choose the location and working of the CCTV cameras.
- All recording equipment should be industrial type heavy duty with storage capacity of 2TB and should be enclosed in fire and impact resistant system.
- Incorporation of following instruments for ease of monitoring/operation:
- a) Ammeters-3 nos.
- b) MFM-3 Nos
- c) Protection relay- 3 nos. as installed in 33 kV & 11 kV switchgear
- d) MCCBs 2 nos. of each type in ACDB of E-House
- e) Trip Coil & Closing Coil 4 nos.
- f) Spare breaker 1 nos of 11 kV & 33 kV

#### 8.0 PAINTING

Corrosion-prone steel components of the switchgear cubicles - unless they are made of stainless steel - must be protected by zinc phosphating. Large-sized front components visible from the outside, such as doors or covers, should be coated additionally by scratch-proof textured paint. The colour coating should be provided in the colour RAL 7032 (pebble grey).

The paint should be able to withstand frequent rainfall in this area-Duliajan, Assam.

#### 9.0 DOCUMENTATION REQUIREMENTS

All the information and documents related to the project shall comply with the latest edition of the IEC 62271-200 standard.

The bidder shall submit the following documents during the offer/bid:

- 1. General arrangement & floor plan drawings.
- 2. Single line diagrams and general schematic with ratings
- 3. Technical catalogue of all offered equipment.
- 4. List of equipment offered (Please refer Technical Evaluation sheet for the list of equipment required).
- 5. List of service centres in NE Region/ India.
- 6. All required type test report of equipment.

Note: Makes of equipment to be clearly specified.

The Contractor shall submit the following documents after award of contract, to be approved by OIL prior to manufacturing/erection

- 1. Soil test reports, basic and detailed civil design.
- 2. Stadd pro design/drawings for the above with all technical details.
- 3. General arrangement & floor plan drawings.
- 4. Single line diagrams and general schematic with ratings.
- 5. Technical details of all offered equipment.
- 6. Cable layout for the project.
- 7. Time line of completion of each milestone alongwith Gantt. chart for each activity.
- 8. Earthing layout for the project.

Note: Makes of equipment to be clearly specified.

The Contractor shall submit the following documents after completion of commissioning

- 1. Completion and handover report with all techincal details.
- 2. As built drawings. Paper and electronic copy.
- 3. Evidence of type test reports and complete routine test report. Paper and electronic copy.
- 4. Software if any with license version.
- 5.Instruction manual (including softcopy & paper copy):

#### E-TENDER NO. CDI4618P24

- 6.General characteristics of switchgears
- 7. Details of Civil works
- 8. Operating instructions
- 9. Maintenance instructions
- 10. Emergency service contact details in Northeast India.
- 11. Equipment datasheets for all the equipment.
- 12.A "USER'S MANUAL" CD including:
- a. Catalogue of the switchgears and protective relays & auxiliaries.
- b. Instruction manual
- c. Animation based on 3D drawings and voice to explain how to perform all the operations with the switchgears.
- d. Animations based on 3D drawings and voice to explain how to perform all the storage.
- e. Complete details for all loops, interfaces, connection diagrams, terminal diagrams and wiring of all circuits. Paper and electronic copy.

\*

## **PAYMENT TERMS:**

Milestone payment as follows for the installation, testing, commissioning of 33kv GIS with e-house for pontoon with associated civil works. all the invoices must be uploaded vide oil's vim (Vendor's Invoice Management) portal only.

## 1. 33KV GIS WITH E-HOUSE

MILESTONE	PERCENTAGE OF 33KV GIS WITH E-HOUSE AMOUNT (AMOUNT QUOTED AGAINST LINE ITEM 10) TO BE PAID BY OIL TO CONTRACTOR
On obtaining complete approval for all electrical drawings, make of equipment, electrical SLDs	15%
Supply of complete E-House along with 33KV Panel, 11KV Panel, Station transformer and all other equipment	40%
Installation of complete E-House along with 33KV Panel, 11KV Panel, Station transformer and all other equipment	25%
Testing of complete E-House along with 33KV Panel, 11KV Panel, Station transformer and all other equipment	20%
Commissioning of complete E- House along with 33KV, 11KV Panel, Station transformer and all other equipment	

#### 2. ASSOCIATED CIVIL WORKS

MILESTONE	PERCENTAGE OF ASSOCIATED CIVIL WORKS AMOUNT (AMOUNT QUOTED AGAINST LINE ITEM 20) TO BE PAID BY OIL TO CONTRACTOR
Completion of soil testing	20%
On obtaining complete approval for all civil drawings/structural drawings	20%
Start of piling job/civil foundation job/boundary job	40%
End of piling job/civil foundation job/ boundary job and after commissioning of complete E-House along with 33KV, 11KV Panel, Station transformer and all other equipment	20%

\*

#### Annexure - III

#### **HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS**

The Contractor shall adhere to following points while performing the works under this contract.

- 1. The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely: the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. It will be the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory Rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by representative of OIL.
- 2. Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).
- 3. A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's Actor omissions at work.
- 4. The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety
- 5. Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness, Fall Prevention Devises (FPD) shall conform to relevant IS codes. Necessary supportive document shall have to be available at site as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However, in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. Contractor employees should be trained in the proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty due non-adherence to PPE shall be binding to the Contractor.
- 6. The Contractor should frame a mutually agreed bridging document between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.
- 7. The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

- 8. Soft copy of the Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe methods to deal with it/them. Printout of copy (spiral binding) of the SOP mentioned above is to be kept with all working teams at all times. The SOP clearly stating the risk arising to men, machineries & material from the mining operation / other operations to be done by the Contractor and how it is to be managed. However, in case of any doubts, the Contractor shall reconfirm the same from the Engineer In-Charge (OIL).
- 9. Contractor has to ensure that all work is carried out in accordance with the Statute and the SOP for the job. For the purpose, he may deploy adequate qualified and competent personnel for carrying out the job in a safe manner. The work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.
- 10. In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.
- 11. Necessary cold and hot work permits including excavation clearance and permission for working at height, Confined Space Entry as applicable are to be obtained by the competent person of the Contractor from the site representative of OIL before start of the job(s). Work Permit System should be inline as per guidelines issued by HSE Department.
- 12. The Contractor's personnel should be aware about the existing as well as probable hazards and ensure their training to tackle such untoward events by the Contractor. If the Company (OIL) arranges any safety awareness program / training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.
- 13. After receipt of the work order the Contractor shall have to submit authorized list of Contract Personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact detail. In competent person shall not be appointed by the contractor.
- 14. The Contractor shall not engage minor laborer below eighteen (18) years of age under any circumstances.
- 15. The Contractor should prevent the frequent change of his deployed employees as far as practicable. The Contractor shall not employ or terminate his worker without the knowledge of the OIL engineer in charge. However, if OIL's Engineer In-Charge found any person not appropriate with respect to the job, the Contractor has to remove the person and replace with a suitable person within 07 days of intimation by OIL.
- 16. OIL will communicate all information to the Contractor or his authorized representative only.
- 17. The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.
- 18. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.

- 19. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/ facilities in case of accidents should be provided by the same Contractor. The Contractor's personnel should be aware about the existing as well as probable hazards and ensure their training to tackle such untoward events by the Contractor.
- 20. Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and excess material. Disposal of solid wastes generated by the Contractor shall be in accordance with the company's Procedure for Solid Waste Management. The Contractor Personnel have to take every possible care to keep the environment clean and free from pollution.
- 21. The Contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use. The supporting documents relevant to prove the above should be submitted. Defective tools shall be immediately removed.
- 22. Contractor's Supervisor/ Contractor's personnel needs to be aware about the site specific emergency response plan (which includes display of emergency contact nos., establish telephone communication, layout of working area, use of fire extinguisher, emergency exit, assembly point).
- 23. All Lifting equipment of the Contractor like Crane etc. shall have to be duly calibrated. Calibration Certificate of this equipment shall have to be submitted to the representatives of OIL and a copy of the same to be made available at site.
- 24. Necessary sign-board / warning signals like caution, "hot work" in progress, emergency telephone numbers, no entry without permission etc. should be used while working on tanks. The said signals / sign-boards shall have to be arranged by the Contractor and shall be in line with the circular of signboards issued by HSE Department, Oil India Limited.
- 25. Barricading of area to be done with reflecting tapes as applicable during work.
- 26. The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site throughout the working hours.
- 27. The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.
- 28. Smoking is prohibited in all Company restricted areas except in authorized smoking areas/ shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas / hazardous areas unless they have been classified as 'intrinsically safe' for use in that atmosphere. Consumption of alcohol and possession of non- prescribed drug in Company work site is strictly prohibited.
- 29. The Contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by OIL to counter them, if anything goes wrong.
- 30. In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-

#### E-TENDER NO. CDI4618P24

- compliance. In the event of non-compliance by the contractor, the contractor shall be penalised @ 0.5% of the total Contract Cost for each instance.
- 31. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
- 32. Considering the ongoing Covid-19 pandemic, those who are engaged in the above operations should follow the Covid-19 Protocol as per the prevailing Government Guidelines.
- 33. Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.
- 34. The health check-up of Contractor's personnel is to be done by the Contractor in OIL empanelled Hospital and the reports and statutory forms as applicable to be vetted from the OIL authorized Medical Officer. The frequency of periodic medical examinations should be every five years for the employees up to 45 years of age and every three years for employees of 45 years of age and above. Initial Medical Examination should be in line with the standard followed by OIL and the contractor shall bear the cost.

****** <b>END</b>	OF	$\mathbf{SM}^{************************************$

## **SPECIAL TERMS AND CONDITIONS**

The Clauses of STC shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

S1. No.	Terms of PART-I GCC	Addition / Modification, if required, to be incorporated in PART-III SCC as per below
1	1.2.25 Mobilization & Related clauses in GCC	30 Days from the date of issue of LOA Following requirements are to be fulfilled during mobilization period: 1) Labour Clearance 2) Gate Pass/Entry Pass 3) Minimum required manpower & material to be mobilised 4) Tools & Tackles to be shifted to site
2	4.3 <u>Duration of the</u> <u>contract</u>	12 months from date of start of operation after successful completion of mobilization.
3	25.0 Records, Reports & Inspection	Please refer Electrical SOW
4	10.0 Performance Security	10% of contract value
5	31.0 Force Majeure	[To specify force majeure rate, if applicable]
6	Terms related to submission of Invoice	Please refer Payment Terms

7	30.0 <u>Timely</u> <u>Mobilization and</u> <u>Liquidated</u> <u>Damages</u>	LIQUIDATED DAMAGES FOR DELAY IN MOBILIZATION / COMPLETION OF WORKS AND SERVICES: In the event of the Contractor's default in timely mobilization / completion within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of contract value, per week or part thereof of delay subject to maximum ceiling of 7.5% of contract value.
8	23.0 Warranty and remedy of defects	WARRANTY: Warranty period of the supplied products shall be 5 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. Defective components shall be replaced by the bidder at his own cost at consignee location. Bidder should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service.
9	24.0 Subcontracting/Assignment	No Allowed

## I. Inspection:

- a) Two stage inspection of the material will be carried out at OEM's manufacturing facility (without any extra cost to OIL) as follows:
- 1) In the assembling/manufacturing stage
- 2) Pre-dispatch Inspection

1.0 Design, Manufacturing, Supply, Installation & Commissioning of 33KV GIS with E-House and Associated Civil Works include following.

The main components shall comprise of-

- (i) Design, Manufacturing, Supply, Installation & Commissioning of 33KV GIS with E-house
- (ii) Associated Civil Works

Dimension of the area to be covered: As per SITE MAP (attached). However actual dimensions to be measured at site.

#### II. Scope of work

For above (i) as per Item Description

For above (ii) as per Annexure-II

- (a) The successful bidder shall measure the soil bearing capacity as per standard practice and shall formulate the foundation design by taking into considerations the following:
- i.) Determination of soil characteristics at site
- ii.) Designing of the foundation to suit the dead/dynamic load of the E-house, local conditions including rain/wind etc.
- iii) General conditions such as earthquake classification, inundations during monsoon etc.
- (b) Arrangement of Truck / Crane for transportation, lifting, shifting, handling of the equipment/ materials, and accessories for installation of all equipment at site. However, subject to availability, OIL may arrange the same on chargeable basis as per OIL's rates.
- (c) Excavation & civil work for the foundations, disposal of earth, making of earth pits etc.
- (d) Scaffolding (if required) for execution of the job which will be subject to inspection and clearance of fitness by OIL.
- (e) Contractor shall strictly adhere to the safety conditions and safety rules applicable in mines and shall ensure the following PPEs are always available with the workers at the site:
- i. Safety helmet
- ii. Safety shoes
- iii. Safety hand gloves
- iv. Double hook -safety harness for working at height above 2 metres.
- (f) Other electrical jobs to be carried out are.

- i. Excavation & cable laying, includes laying of HT power cable from existing poles of 33 KV lines to the E-House, terminations & laying of cable till 33/11KV Power Transformers -2 nos.(2MVA) Depth of the trench should be 750 mm which has to be backfilled with bricks and sand as per standard electrical practice.
- ii. The bidder shall execute the job using best engineering practices considering all safety measures to the satisfaction of OIL's Engineer.
- iii. The working area is within OIL operational area of Duliajan.
- iv. Necessary ladders, tools, safety gadgets, vehicle etc. shall be arranged by the bidder.
- v Earthing of the E-house & all electrical equipment and accessories should be done as per the electrical standards IS-3043. All equipment must have double earthing. The earth stripes/wires etc shall be properly welded/ bolted by the bidder to the connectors attached to the electrode.

vi The bidder must build their own storage facilities at site (Pontoon S/Y) for storing of all the materials to prevent from theft or damage.

#### III. Instruction with respect to execution of work

- A. The work shall commence only on the instruction of OIL Engineers or personnel, and an ongoing work may be called off without prior notice if deemed necessary.
- B. All applicable safety norms shall be adhered to and PPE like shoes, safety belts, Helmet etc., arranged by the bidder and continuously used at workplace.
- C. Subsequent to closure of day's work, OIL's representative shall inspect the works carried out and shall reserve the right to ask the bidder to re-do/rectify any work deemed imperfect or not being in good aesthetic sense.
- D. Care shall be taken to cause minimum possible disruption to operational activities of OIL while execution of the work. If required, a temporary stoppage of work might be deemed necessary to facilitate operational/maintenance activities.
- E. While carrying the work, no harm shall be caused to any OIL installations, equipment, walkways, walls/fences or other infrastructure. Damages caused, if any, shall be rectified by the bidder free of cost. In case the bidder fails to expedite the rectification, charges against the same shall be deducted from the monthly bills.
- F. Necessary electrical shutdowns shall be arranged by OIL representatives and necessary clearances shall be handed over to the representatives of the bidder prior to commencement of work.

G. Bidder must ensure execution of electrical works only by competent persons, having relevant and valid wireman's license and experience of carrying out the works. The list of persons proposed to be engaged for the work shall be submitted to OIL mentioning their previous work experiences. OIL reserves the right to reject person(s) who are deemed to be incompetent for electrical works or for not being in sound health to work at heights and on HT equipment. Medical reports of the workmen to be submitted prior to start of the job.

#### H. SPECIFICATIONS AND APPLICABLE STANDARDS

Please refer Item Description

APPLICABLE STANDARDS

Please refer Item Description

SCOPE OF SUPPLY Please refer Item Description

**SPECIFICATIONS** 

Please refer Item Description

## III. Other spares, tools and accessories to be supplied

- i) Any other materials like nut, bolts, cables etc. required for successfully commissioning of the 33KV GIS with E-House to be supplied with the material.
- ii) The bidder shall supply 5 % of indication lights, TBs, TB termination lugs, connectors as spares.

Please refer Item Description for details.

#### IV. General terms & conditions

Any other job not specifically mentioned but mandatorily required for supply, installation & commissioning of the 33KV GIS with E-House & Associated Civil Works shall be in Vendor's scope.

The vendor has to consider all expenses towards travel, local transport, lodging, boarding, etc for carrying out the installation & commissioning of the 33KV GIS with E-House & Associated Civil Works. OIL will not provide the same.

The Main power supply and cabling work from the power transformer-2MVA (2 nos) to E-house panels and from 33KV overhead line poles to E-house panels are in vendor's scope.

The power supply, if required for commissioning activity on temporary basis shall be given from an existing Sub Station/SY within the periphery of the Pontoon SY.

Contractor shall have to comply with all the requirements of OIL for formal clearances, permits, etc for the site work.

Vendor shall ensure to abide by all the Statutory Obligations related to deployment of Contract Labour at Site. (under categories of Un-skilled, Semi-Skilled, Skilled and Highly

skilled). In this regard, Vendor shall ensure payment of Wages, PF and ESI and other applicable payments to the respective category of workers.

#### V. GOODS AND SERVICES TAX:

- (1) Quoted price / rate(s) should be inclusive of all taxes and duties, except GST (i.e. IGST or CGST and SGST / UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service. However, GST rate (including cess) to be provided in the respective places in the Price Bid Format. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice / Bill, as the case may be as per rules / regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.
- (2) Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from OIL.
- (3) Contractor(s) shall be required to issue tax invoice in accordance with GST Act and / or Rules so that input credit can be availed by OIL. In the event that the Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of GST against such invoice.
- (4) GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the Contractor, OIL shall withhold the payment of GST.
- (5) GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the Contractor but will be directly deposited to the government by OIL.
- (6) Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or is / liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct / set-off / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.
- (7) Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor, OIL shall be entitled to recover such amount from the Contractor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.

- (8) TDS under GST, if applicable, shall be deducted from Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the Contractor.
- (9) In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty / tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty / taxes finally assessed is on the lower side.
- (10) Notwithstanding anything mentioned elsewhere in the Contract Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the contractor in their bid & nothing shall be payable extra except for the statutory variation in taxes & duties.
- (11) Documentation requirement for GST:

The Contractor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars:

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

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

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

## E-TENDER NO. CDI4618P24

In case	e of	any	adva	nce	given	agains	st a	ny	supplie	s c	ontract,	the	supp	lier o	f the	goods
shall is	ssue	Rec	eipt V	ouc	her co	ontaini	ng 1	the	details	of d	letails o	f adv	ance	taker	ı alon	g with
particu	ılars	as	menti	one	d in c	lause n	ıo. (	(a),	(b), (c),	(d),	(g), (k),	(1), (	m) &	(o) ab	ove.	

\*

## LIST OF PROFORMAS

Sl. No	PROFORMAS PROFORMA NOS	DESCRIPTION
1	PROFORMA I	Bid form
	PROFORMA-II	Statement of non-compliance (if any)
<u>2</u>	PROFORMA-II	Statement of non-compnance (if any)
<u>3</u>	PROFORMA-III	Proforma letter of authorisation for attending
		bid opening
<u>4</u>	PROFORMA-IV	Proforma letter of authority
_	PD0D0D1/4 II	
<u>5</u>	PROFORMA-V	Bid security declaration
<u>6</u>	PROFORMA-VI	To be filled-up/submitted by the vendor on
		letter head for
		<u>E-remittance</u> ]
7	PROFORMA-VII	Form of performance bank guarantee
<u>8</u>	PROFORMA-VIII	Agreement form
9	PROFORMA-IX	Format of undertaking by bidders
		towards submission of
		authentic information/documents
		(to be typed on the letter head of the bidder)
<u>10</u>	PROFORMA-X	Certificate of compliance to financial criteria
<u>11</u>	PROFORMA-XI	Proforma of bank guarantee towards
		purchase preference-local content
<u>12</u>	PROFORMA-XII	Commercial check list
<u>13</u>	PROFORMA-XIII	Undertaking towards submission of
10	TROT ORWITZEE	performance bank guarantee
		<u></u>
<u>14</u>	PROFORMA-XIV	Safety measures
<u>15</u>	PROFORMA-XV	Certificate of annual turnover & net worth
<u>16</u>	PROFORMA-XVI	<u>Undertaking for local content</u>
<u>17</u>	PROFORMA XVII	Declaration towards purchase preference
18	PROFORMA-XVIII	Integrity Pact
<u>19</u>	PROFORMA-XIX	Proforma of bank guarantee towards purchase
		preference-local content
<u>20</u>	PROFORMA-XX	Technical evaluation sheet

#### **BID FORM**

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

Sub: "Hiring service of supply & erection of E-house with 33 kV GIS and 11 kV switchgear at Pontoon switchyard on LSTK basis."

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the work/services in conformity with the said conditions of Contract and Terms of Reference for the sum quoted in the Price Bid Format 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 as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will submit the Performance Security Deposit as specified in the tender document for the due performance of the Contract.

We agree to abide by this Bid for a period of 120 days from the date of 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	2023
Authorised Pers	son's Signature:	
Name:		
Designation:		
Seal of the Bide	ler:	

#### STATEMENT OF NON-COMPLIANCE (IF ANY)

## (Only exceptions/deviations to be rendered)

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

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

Signature of Bidder: $\_$	
Name:	

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

## PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

TO CGM-CONTRACTS (HoD) OIL INDIA LIMITED P.O. DULIAJAN-786602 <u>Assam, India</u>		
Sir,		
<u>SUB:</u> "Hiring service of sup switchgear at Pontoon swi	pply & erection of E-house with 3 tchyard on LSTK basis."	3 kV GIS and 11 kV
address) as authorised to re against IFB for <b>"Hiring serv</b>	confirm that Mrepresent us during bid opening on vice of supply & erection of E-ho ontoon switchyard on LSTK basis	our behalf with you use with 33 kV GIS
		Yours Faithfully,
	Authorised Person's Signatu	re:
	Name:	
	Signature of Bidder:	
	Name:	
	Date:	

**PROFORMA-IV** 

## PROFORMA LETTER OF AUTHORITY

TO CGM-CONTRACTS (HoD) Contracts Department P.O. DULIAJAN PIN-786602 Dist. Dibrugarh, Assam India

Dear Sir,

<u>SUB:</u> "Hiring service of supply & erection of E-house with 33 kV GIS and 11 kV switchgear at Pontoon switchyard on LSTK basis."

We	ot
	Mr
negotiate and	conclude the agreement on our behalf with you against IFB for
"Hiring servi	ee of supply & erection of E-house with 33 kV GIS and 11 kV
switchgear at	Pontoon switchyard on LSTK basis." for any commercial/ legal
purpose etc.	
We con representative	firm that we shall be bound by all and whatsoever our said shall commit.
Authorised Pe	rson's Signature:
Name:	
	Yours faithfully
	Signature:
	N 0 D 1
	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.

## FORM OF BID SECURITY (BANK GUARANTEE FORMAT)

To M/s OIL INDIA LIMITED, CONTRACTS DEPARTMEN DULIAJAN, ASSAM, INDIA	·
has submitted their offe (hereinafter called "the Bi (hereinafter called the Co these presents that we (having our management) are bound unto the content of	der) (hereinafter called "the Bidder") r Dated for the provision of certain services d") against OIL INDIA LIMITED, Duliajan, Assam, India mpany's) Tender No KNOW ALL MEN BY Name of Bank) of (Name of Country) registered office at (hereinafter called the Company in the sum of (*) for which to be made to Company, the Bank binds itself, its try these presents.
SEALED with the said Bank	k this day of 20
<ol> <li>The Bidder modifies,</li> <li>The Bidder does not</li> <li>The Bidder does not</li> <li>stipulated time as</li> <li>If it is established to</li> </ol>	ws their Bid within its original/extended validity; or revises their bid suomoto; or
written demand (by way substantiate its demand r the amount claimed by it	empany up to the above amount upon receipt of its first of letter/fax/cable), without Company having to provided that in its demand Company will note that its due to it owing to the occurrence of any of the occurred condition or conditions.
	in force up to and including the date (**/) and any should reach the Bank not later than the above date.
The details of the Issuing B	ank and Controlling Bank are as under:
A. Issuing Bank:	
BANK FAX NO:	
BANK EMAIL ID:	
BANK TELEPHONE	NO.:
IFSC CODE OF THE	BANK:
B. Controlling Office:	
	colling Office of the BG issuing Bank: t Person at the Controlling Office with Mobile No. and e-
SIGNATURE AND SEAL OF	THE GUARANTORS
Name of Bank & Address _	
	D 100 C166

#### Page No. 2

PROFORMA-V

Witness	
Address	
(Signature, Name and Address)	
Date:	
Place:	

- \* The Bidder should insert the amount of the guarantee in words and figures.
- \*\* Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid/as specified in the Tender.

#### Note:

The Bank Guarantee issuing bank branch shall ensure the following:

- a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:
  - (i) MT 760 / MT 760 COV for issuance of Bank Guarantee
  - (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to ICICI BANK LTD., Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

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

# E-TENDER NO. CDI4618P24 PROFORMA-VI

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

Name:
FULL Address:
Phone Number: Mobile Number: E-mail address: Fax Number: Bank Account Number (in which the Bidder wants remittance against invoices): Bank Name: Branch: Address of the Bank: Bank Code: IFSC/RTGS Code of the Bank: NEFT Code of the Bank: PAN Number: GST Registration Number:
Signature of Bidder with Official Seal

## FORM OF PERFORMANCE BANK GUARANTEE

To:	
M/s. Oil India Limited Contracts Department Duliajan, Assam - 786602	
WHEREAS	Vame and address of taken, in pursuance of ecute (Name of Contract
AND WHEREAS it has been stipulated by you in the Contractor shall furnish you with a Bank Guarantee as with Contractor's obligations in accordance with the Contra	security for compliance
AND WHEREAS we (May incorporate the Bank Name) Contractor such a Bank Guarantee; NOW THEREFORE ware Guarantors on behalf of the Contractor, up to a total of in figures) (in words being payable in the types and proportions of currencies price is payable, and we undertake to pay you, upon your without cavil or arguments, any sum or sums within the lineaforesaid without your needing to prove or to show groundemand for the sum specified therein. We hereby waive demanding the said debt from the Contractor before demand.	we hereby affirm that we of (Amount of Guarantee), such amount is in which the Contract first written demand and mits of guarantee sum as ands or reasons for your is the necessity of your
We further agree that no change or addition to or other mo the Contract or the work to be performed thereunder or documents which may be made between you and the Con cease us from any liability under this guarantee, and we such change, addition or modification.	of any of the Contract atractor shall in any way
This guarantee is valid until the	_day of
The details of the Issuing Bank and Controlling Bank are as A. Issuing Bank: BANK FAX NO: BANK EMAIL ID: BANK TELEPHNE NO: IFSC CODE OF THE BANK:	s under:
B. Controlling Office:	
Address of the Controlling Office of the BG issuing Bank:	
Name of the Contract Person at the Controlling Office with address:	n Mobile No. and e-mail
Notwithstanding anything contained herein:	

	a)	Our liability under this Bank Guarantee shall is restricted up to Rs
	b)	This guarantee shall be valid till
	c)	We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(Date of Expiry of BG PLUS one year claim period).
	d)	At the end of the claim period that is on or after (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.
Name addres		the Contact Person at the Controlling Office with Mobile No. and e-mail
	SIC	GNATURE AND SEAL OF THE GUARANTORS
	De	signation
		me of the Bank
	AA	dress

#### Note:

The Bank Guarantee issuing bank branch shall ensure the following:

- a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:
  - MT 760 / MT 760 COV for issuance of Bank Guarantee (i)
  - MT 760 / MT 767 COV for amendment of Bank Guarantee (ii)

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to ICICI BANK LTD., Duliajan Branch; IFS Code - ICIC0000213; SWIFT Code - ICICINBBXXX; Branch Address: Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam -786602.

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

# E-TENDER NO. CDI4618P24 PROFORMA-VIII

## **AGREEMENT FORM**

This Agreement is made on day of between Oil India
Limited, a Government of India Enterprise, incorporated under the Companies Act
1956, having its registered office at Duliajan in the State of Assam, hereinafter
called the "Company" which expression unless repugnant to the context shall
include executors, administrators and assignees on the one part, and M/s.
(Name and address of Contractor) hereinafter called the "Contractor"
·
which expression unless repugnant to the context shall include executors,
administrators and assignees on the other part,
WHEDEAS the Company desires that Services (brief
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 and
WHEREAS, Company had issued a firm Letter of Award No dated
based on Offer No dated submitted by the
Contractor against Company's IFB No and the Contractor accepted the
same vide Letter No dated
WHEREAS, the Contractor has furnished to Company the performance security in
the form of DD/BC/BG for Rs (being 3% of Annualized Contract value)
with validity of 90 (Ninety) days beyond the contract period.
All these aforesaid documents shall be deemed to form and be read and construed
as part of this agreement/contract. However, should there be any dispute arising
out of interpretation of this contract in regard to the terms and conditions with
those mentioned in Company's tender document and subsequent letters including
the Letter of Intent and Contractor's offer and their subsequent letters, the terms
1 11:1 : 1 1 1 : 1 11 : 1 01 11:1 1 11:1
and conditions attached hereto shall prevail. Changes, additions or deletions to the
and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract
terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.
terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.  NOW WHEREAS, in consideration of the mutual covenants and agreements
terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

1. In this Agreement words and expressions shall have the same meanings as are

respectively assigned to them in the Conditions of Contract referred to.

- 2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
- (a) PART-I indicating the General Conditions of this Contract;
- (b) PART-II indicating the Schedule of work, unit, quantities & rates;
- (c) PART-III indicating the Special Conditions of Contract;
- (d) PART-V indicating the Safety Measures.
- 3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.
- 4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, Sealed and Delivered,

For and on behalf of Company (Oil India Limited)	for and on behalf of Contractor (M/s
Name:	Name:
Status:	Status:
In presence of	In presence of
1.	1.
2	2

# Format of undertaking by Bidders towards submission of authentic information/documents (To be typed on the letter head of the bidder)

Ref. No	Date
Sub: Undertaking of authenticity of inform	mation/documents submitted
To, The CGM-Contracts (HoD) Contracts Department, <u>OIL, Duliajan</u>	
Sir,	
With reference to our quotation against your undertake that no fraudulent information/docur	
We take full responsibility for the submission of against the above cited bid.	f authentic information/documents
We also agree that, during any stage of the tend of the information/documents submitted by fraudulent, OIL has right to reject our bid at a PBG and/or cancel the award of contract and/on us, as deemed fit.	us are found to be false/forged/ ny stage including forfeiture of our
Yours faithfully,	
For (type name of the firm here)	
Signature of Authorized Signatory	
Name:	
Designation: Phone No.	
Place:	
Date:	
(Affix Seal of the Organization here, if applicable	)

# (TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER ON THE OFFICIAL LETTER HEAD OF THE BIDDER)

#### CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

#### Ref: Note 'b' under Clause 3.0 Financial Criteria of BEC/BRC

I	_ the	auth	orized	sign	natory(s)	of
			name	with	address)	do
hereby solemnly affirm and declare/ underta	ake as u	nder:				
The balance sheet/Financial Statements have actually not been audited as on the			•			
•						
Yours faithfully,						
For (type name of the firm here)						
Signature of Authorized Signatory						
Name:						
Designation:						
Phone No.						
Place:						
Date:						
(Affix Seal of the Organization here, if applic	able)					

<u>Note:</u> This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial/accounting year falls within the preceding six months within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the Original Bid Closing Date.

#### **COMMERCIAL CHECK LIST**

Bidder's Name:\_\_\_\_\_

This Questionnaire duly filled in should be returned along with each copy of Unpriced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

S1. No.	Description	Bidder's Confirmation
1.	Type of Bidding Entity	
2.	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST%
6.	EMD Details: Whether Bid Security of requisite value submitted	
7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to 120 (One Hundred Twenty) days from Date of bid opening.	
9.	Whether Mobilization and Completion period of contract is complied?	
10.	Whether Integrity Pact Submitted (if applicable)?	
11.	Confirm that quoted prices shall remain firm and fixed until completion of the contract, except as otherwise mentioned in the bid document.	
12.	Confirm that percentage of Local Content along with Certificate of	

	Incorporation/registration and other relevant documents required under BEC Clause No. 1.0 has been submitted.	
13.	Confirm whether you want to avail/claim Purchase Preference. If yes, specify under which category: <b>PP-LC or MSE</b> ?	
14.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures.	
15.	Confirm acceptance to all terms & conditions of the Tender.	
16.	Confirm that all correspondence must be in English Language only.	
17.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
18.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
19.	Please indicate the following:  (i) PAN No.  (ii) GST Regn. No.	
20	Confirm that you have duly filled up and submitted the Technical Evaluation Sheet for BEC BRC	

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered over-riding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature
Name
Designation
Office Stamp

#### UNDERTAKING TOWARDS SUBMISSION OF BANK GUARANTEE

To,	
Oil India Limited	
Contracts Department	
Duliajan, Assam - 786602	
Performance Security in favour of Oil I guarantee bearing Reference No	are submitting the india Limited, Duliajan in the form of bank
	up to as per terms and
conditions of Tender/Contract No	
BG issuing bank details:-	
Bank	
Branch IFS Code	
Contact Details	Mobile
E-mail Addresses	Telephone
	Fax
Correspondence Address	State
H No/Street/City	Country
	Pin Code
Declaration:	
<u> </u>	
_	ation of issuance of the bank guarantee via the details mentioned in the tender and details mentioned.
	Authorized Signature:
	Name:
	Vendor Code:
	Email ID:
D 1011 11 1	Mobile No:
Encl: Original bank guarantee	

To, CGM-CONTRACTS (HoD) OIL INDIA LIMITED DULIAJAN-786602

#### **SUB: SAFETY MEASURES**

<u>Description of service:</u> "Hiring service of supply & erection of E-house with 33 kV GIS and 11 kV switchgear at Pontoon switchyard on LSTK basis."

Sir,

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

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

i) _	 	 
ii) _		 
iii)		

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

- c) Due notice would be given for any change of personnel under item (b) above.
- d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.
- e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.
- f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)	Yours Faithfully
Date	
M/s	
FOR & ON BEHALF OF CONTRACTOR	

g) We shall abide by the HSE (Health, Safety & Environmental) POINTS as

stipulated in SOW of the contract.

#### PROFORMA-XV

#### CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISII LETTER HEAD	NG <b>CHARTERED ACCO</b>	UNTANTS' FIRM ON THEIR
то	WHOM IT MAY CONCE	RN
This is to certify that the follofinancial statements of M/s.	owing financial positions	s extracted from the audited(Name of apleted accounting years
WEAD	TURN OVER	NET WORTH
YEAR	In INR	In INR
Place: Date:		
Seal:		
Membership Number:		Signature
Registration No.:		
UDIN:		

#### PROFORMA-XVI

# UNDERTAKING FOR LOCAL CONTENT (To be submitted in the letter head of the bidder)

We,	(Name	of	the	bidder)	have	submitted	Bid No.
against Tender	No			da	ted	fo	or <b>"Hiring</b>
service of supply & erection							
at Pontoon switchyard on LS	TK basi	s."					
We hereby undertake that requirement as mandated by Order, 2017 of Department for Govt. of India as revised vide September 2020 (and as amer MoPNG Order No. FP-20013/2022 (including subsequent a Content is %.	Public or Promo e Order nded tim 2/2017-	Proption No. le to	curer of I P-45 time PNG-	ment (Prondustry) 5021/2/2 e) with m Part (4)	eferenc and In 2017-P odifica (E-414	te to Make ternal Trad P (BE-II) da tions as no 32) dated 2	in India) e (DPIIT), ated 16th tified vide 86th April
F	or and o	n be	ehalf	of			
A	uthorize	d sig	gnato	ry			
Na	ame						
De	esignatio	n _					
Co	ntact No	)					

#### PROFORMA-XVIII

#### **INTEGRITY PACT**

#### Between

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

And

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

#### Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for "Hiring service of supply & erection of E-house with 33 kV GIS and 11 kV switchgear at Pontoon switchyard on LSTK basis". 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.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process 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:
  - (i) No employee of the Principal, personally or through family members, will in connection with the tender for, or during 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.
  - (ii) 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.
  - (iii) 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 the Chief Vigilance Officers and in addition can initiate disciplinary actions.

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

- (1) The Bidder commits itself to take all measures necessary to prevent corruption. During his participation in the tender process, the Bidder commits himself to observe the following principles:
  - (i) The Bidder 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 subsequent contract execution, if awarded.
  - (ii) The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - (iii) The Bidder(s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder(s) 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.
  - (iv) The Bidder 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.
  - any (v) Bidders to disclose any transgressions with public/government organization that may impinge on the anticorruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgressions (s) is/are to be reported by the bidders shall be the last three years to be reckoned from date of bid submission. The transgression (s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
  - (vi) The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
  - (vii) Bidders not to pass any information provided by Principal as part of

business relationship to others and not to commit any offence under PC/ IPC Act;

- (2) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

- 1. If the Bidder 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 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 2 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 can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
- 4. A transgression is considered to have occurred if in light of available evidence, no reasonable doubt is possible.
- 5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties or as mentioned in Section 9 Pact Duration whichever is later. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.
- (2) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder can prove and establish that the

exclusion of the Bidder from the tender process has caused no damage or less damage than the amount or the liquidated damages, the Bidder 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 for such reason.

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

- (1) The Principal will enter into Pacts on identical terms with all bidders.
- (2) The Bidder undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its subcontractors/sub-vendors.
- **(3)** The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

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

- (1) The Principal appoints competent and credible Independent External Monitor (IEM) for this Pact.
- (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 Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder 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 Bidder. The parties offer the Monitor the option to participate in such meetings.

- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder to present its case before making its recommendations to the Principal.
- **(6)** The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (8) The word 'Monitor' would include both singular and plural.
- **(9)** In case of any complaints referred under IP Program, the role of IEMs is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

#### 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. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- **(3)** In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tripartite arrangement to be signed by the Organization, the contractor, and the sub-contractor.
- **(4)** Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

••••••	
For the Principal	For the Bidder/Contractor
	Witness 1:
Date:	
	Witness 2:
Place:	

Bidder's Name:	PROFORMA-	XX

	Clause No. of BEC/BRC	Description	Compliance		Bidder must indicate Relevant
S1. No.			Yes	No	Page No. of their Bid to support the remarks/ compliance
1.	1.0	The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids shall be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid			
2.	1.1	ELIGIBILITY CRITERIA:  The bidder must be incorporated in India and must maintain more than or equal to 20% local content (LC) for the offered services to be eligible to bid against this tender.  Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference under Public			

			Compliance		Bidder must indicate Relevant
S1. No.	Clause No. of BEC/BRC	Description	Yes	No	Page No. of their Bid to support the remarks/ compliance
		Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India and as amended time to time with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any) shall be applicable.			
		Whether <b>or not</b> the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:			
		(a) The bidder must provide the <b>specific percentage (%) of local content</b> in their bid, without which the bid shall be liable for rejection being non-compliant.			
		(b) The Bidder shall submit an undertaking from their authorised signatory having the Power of Attorney along with the bid specifying the LC Percentage and such undertaking shall become a part of the contract, if awarded [Format enclosed as Proforma-XIII].			
		(d) Bidder to submit a copy of their Certificate of Incorporation/ Registration in India.			

S1. No.		Description	Compliance		Bidder must indicate Relevant
	Clause No. of BEC/BRC		Yes	No	Page No. of their Bid to support the remarks/ compliance
1.2 <u>T</u>	ECHNICAL	CRITERIA			
		(A) The Bidder must be OEM (Original Equipment manufacturer) of 33KV GIS with E-House. They must submit a self-certified document in support of the same.  OR  (B) The bidder must be Authorized Business partner/Authorized dealer/Authorized			
3.	1.2.1	system integrators/Implementers of OEM.  If the bidder is authorized Business partner or authorized dealer/authorized system integrators or implementers of OEM, such bidders shall also submit a certificate as per the enclosed format as <b>ANNEXURE-A</b> issued by the OEM authorising them to participate in the Tender. Any bid not meeting this requirement shall be straightway rejected.			
		Any Bidder, if participated in the tender as Joint Venture, Consortium and through any other arrangement like MOU with another party, such offers shall not be considered for evaluation.			
4.	1.2.2	Bidder must have experience of successfully completing at least one work of <b>Designing, supply, installation, testing and commissioning of 33KV GIS with E-House</b> of minimum value <b>Rs. 3.6 Crore (Three Crore Sixty Lakh)</b> only in previous 07 (seven) years reckoned from the original bid closing date with PSUs / Central Government / State Government Organization / Public Limited Company in			

	Clause No. of BEC/BRC	Description	Compliance		Bidder must indicate Relevant
S1. No.			Yes	No	Page No. of their Bid to support the remarks/ compliance
		India.  The Bidder must have an Electrical Contractors' License issued or recognized by the			
5.	1.2.3	Electrical Licensing Board, Government of Assam. This Electrical Contractor's license shall be valid as on original bid closing date. Bidder must submit a copy of valid Electrical Contractors' License in support of above.  Bidders having valid Electrical Contractors' License issued by any State Government Electrical Licensing Board of India other than that of Assam can also participate in the tender provided such bidders submit a copy of their valid electrical contractor's license along with an undertaking stating that on award of contract to them they will submit either a valid Electrical Contractors' License issued by Electrical Licensing Board, Government of Assam in their name or get their Electrical Contractors' License recognized / endorsed by Electrical Licensing Board, Government of Assam for executing the job at Assam within 30 days from date of award of the contract and the same will be subsequently renewed till the completion of the contract.			
6.	1.2.4	Bidder shall provide Type test certificate, not older than 10 years from the Original Bid Closing Date, from NABL/BIS/CPRI accredited Laboratory or NABL/BIS/CPRI Laboratory for all major equipment viz. 33KV Switch Board, 11KV Panel, Station Transformer.			

	Clause		Compliance		Bidder must indicate Relevant
SI. No.	Clause No. of BEC/BRC	Description	Yes No supporem		Page No. of their Bid to support the remarks/ compliance
1.3 <u>F</u>	INANCIAL C	RITERIA			
7.	1.3	<ul> <li>(i) Annual Financial Turnover of the bidder in any of preceding 03 (three) financial / accounting years, reckoned from the original bid closing date should be at least Rs. 3.6 Crore (Three Crore Sixty Lakh) only.</li> <li>(ii) Net worth of bidder must be positive for preceding financial / accounting year.</li> </ul>			

#### **Schedule of Quantity**

Item No.	Desrciption	Unit	QTY
10	Supply, installation, testing and commissioning of 33kV GIS with E-House (as detailed in Electrical SOW)	AU	1
20	Associated Civil Works (as detailed in Civil SOW)	AU	1

### **Technical Evaluation sheet**

S1. No	Tender Specification	Bidder's Response					
	Sope of work						
1	construction of E-House(Container with electric equipment), foundation and electrical Equipment (Transformers, HT Panels, LT panels and HT and LT cables, Cable termination kits other related items, Chemical earth electrodes, Cable marking system) to be supplied, the inspection as may be necessary before dispatch, delivery at site, installations, testing, commissioning, putting into operation and handing over in working condition of the equipment for substations for working voltage of 33/11 kV and 11/0.415 kV.						
	Electrical Part						
1	33 kV GIS, 11 kV AIS/GIS						
2	Lightning arrestor						
3	Voltgae Indicator						
4	Termination kits						
5	ACDB						
6	110 VDC battery Charger						
7	500 kVA transformer						
8	33 kV & 11 kV cable						
9	Air conditioning/Ventilation system						
10	Fire alarm sytem						
11	LT switchgear & cable						
12	Earthing						
13	Cable tray & Support						
14	Illumination						
15	Lighting DB						
16	CCTV						

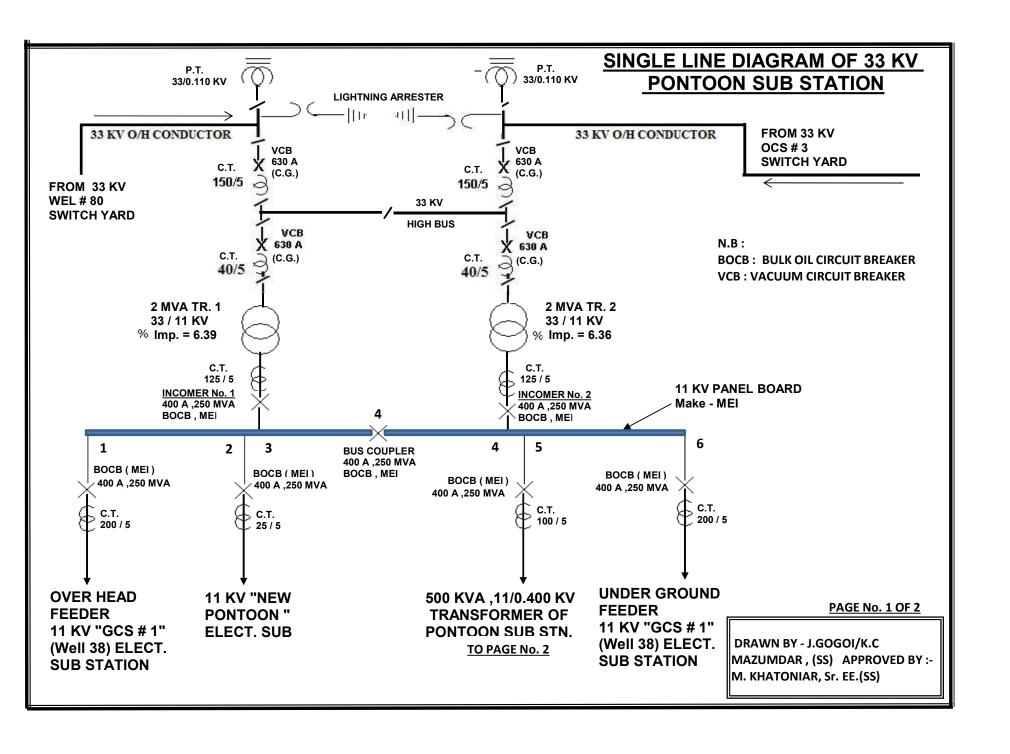
17	Access control systems	
17	Access control system	
18	E-house(Container)	
19	Insulating mat	
20	SF6 leakage detector	
21	Nameplate On the Name of the N	
22	Earth Pits for E-house, Lighting arrestor & electrical equipment	
23	Laying & termination of 33 kV & 11 kV cable	
24	Installation & commissioning	
25	On-site training	
26	Guarantee/warrantee	
27	Availability of spares for next 10 years	
	Civil Part	
1	Confirms to carryout detail planning and modelling/preparation of the layout plan for stilt type portable cabin and preparation of preliminary drawings of the GIS E-House. The cabin to be design & erected (Floor Finish Level) at a minimum 2.0m height from the existing mean ground level. Two numbers of steel staircase with platform to be provided in both side of the cabin for entry/exit.	
2	Confirms to carryout detail structural analysis and design of RCC supports conforming to relevant BIS codes (Latest revision) using STAAD PRO software. The structure shall be design as a stilt type. Preparation of working drawings showing detail of structural components in AutoCAD Software. Three sets of hard copies are to be submitted and copies of working drawings as required during execution of the work.	

3	The area below the GIS E-House shall be made CC (75 mm thick & prop 1:3:6) over properly compacted /prepared sub grade. Standard cement concrete drain to be provided all around the GIS E-House.	
4	Confirms to carryout construction/Erection of Compound wall for the area along with gate as per the specifications mentioned in the tender.	
5	Confirms to carryout Construction, including supply of all materials, equipment, system and services to complete & commissioning of the work in all respect, as per the approved detail working drawings including preliminary site development works.	
6	Confirms to maintain quality control and quality assurances. This includes furnishing all statutory certificates/documents related to quality/specification of the various components installed/commissioned in the project. Acquiring the statutory certificates/documents from the regulatory bodies/suppliers is the responsibility of the contractor.	
7	To undertake full responsibility for the engineering design prepared by them with respect to adequacy and technical soundness for the structure. They shall be responsible for the structural and/or any defects due to faulty design.	

8	Confirms to all General Design & Construction standards.(Detail specification are available in tender.Kindly refer the document & specify any deviation from the specification)	
9	Confirms that all structural shall be designed for most critical combinations of dead loads, imposed loads, equipment loads, wind loads, seismic loads etc.	
10	Confirms to compliance of all safety measures as mentioned in the tender	
	Electrical equipment Specification	
1	<b>33 kV Switchgear:</b> 5 panel, SF6 insulated, 1000 A copper Busbar, 630 A VCB breaker & disconnector, directional & differential protection etc. (Detail specification are available in tender.Kindly refer the document & specify any deviation from the specification)	
2	11 kV switchgear: 7 panel, air or gas insulated, 1500 A copper busbar, minimum 600 A VCB breaker, differential protection etc.(Detail specification are available in tender.Kindly refer the document & specify any deviation from the specification)	
3	<b>500 kVA transformer:</b> 11/0.415 kV, Dry Type, Air cooled, DYn11, 3 phase, 50 Hz, Neutral will be solidly grounded etc.(Detail specification are available in tender.Kindly refer the document & specify any deviation from the specification)	
4	11 kV cable: XLPE, 3CX240 sq.mm of minimum 500 m length(Detail specification are available in tender.Kindly refer the document & specify any deviation from the specification)	
5	<b>33 kV cable</b> : XLPE, 3CX300 sq.mm - 200 m & 3C*120 Sq.mm- 200 m(Detail specification are available in tender.Kindly refer the document & specify any deviation from the specification)	

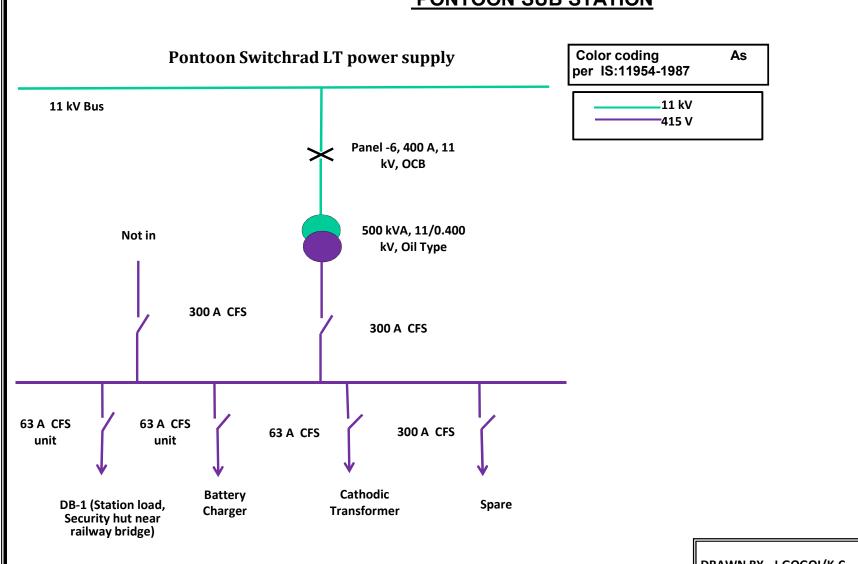
	w specify any deviation from the specification,	
6	<b>415 V switchgear:</b> 1000 A copper busbar, MCCBs- 630 A, 100 A, 63 A, 16 <b>A</b> (Detail specification are available in tender.Kindly refer the document & specify any deviation from the specification)	
	E-house	
1	E house will include: switchgear, LV AC & DC distribution system, Battery charger/UPS Fire detection system, emergency lighting system etc.(Detail specification are available in tender.Kindly refer the document & specify any deviation from the specification)	
2	Confirms to all standards.(Detail specification are available in tender.Kindly refer the document & specify any deviation from the specification)	
3	Automation, control 7 monitoring.(Detail specification are available in tender.Kindly refer the document & specify any deviation from the specification)	
4	Lighting.(Detail specification are available in tender.Kindly refer the document & specify any deviation from the specification)	
5	Grounding.(Detail specification are available in tender.Kindly refer the document & specify any deviation from the specification)	
6	FIRE DETECTION & CONTROL, SURVEILLANCE SYSTEM AND AIR CONDITIONING SYSTEM (provisional).(Detail specification are available in tender.Kindly refer the document & specify any deviation from the specification)	
7	TYPE TEST.(Detail specification are available in tender.Kindly refer the document & specify any deviation from the specification)	
8	SPECIAL REQUIREMENTS.(Detail specification are available in tender.Kindly refer the document & specify any deviation from the specification)	

9	PAINTING.(Detail specification are available in tender.Kindly refer the document & specify any deviation from the specification)	
10	DOCUMENTATION REQUIREMENTS. (Detail specification are available in tender. Kindly refer the document & specify any deviation from the specification)	
11	Installation and Commissioning.(Detail specification are available in tender.Kindly refer the document & specify any deviation from the specification)	



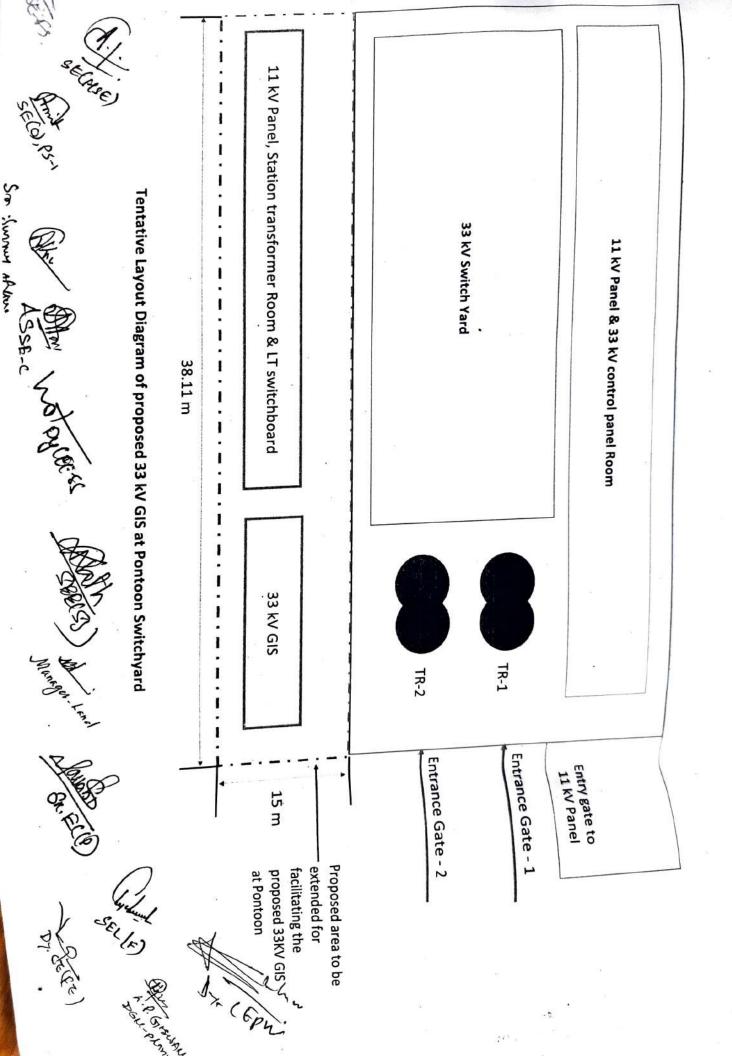


PAGE No. 2 OF 2



DRAWN BY - J.GOGOI/K.C MAZUMDAR , (SS) APPROVED BY :-M. KHATONIAR, Sr. EE.(SS)

0 SUBJECT: PROPOSED GAS INSULATED SUB-STATION AT PONTOON. SCALE:1cm=6 Metre. P. DRG NO : 2409 KATCHA ROAD Nation Nation of tunner stier " DATE: 30-08-2021 EMBANKMENT 3,22 KATCHA ROAD SETUP BLECTRIC TODULINAN 40,73 2,93 ANCHOR AY FOR OVERHEAD GAS LINE ELECTRIC POLE FOGE RATIMAYLIME ELECTRIC POLE OVERHEAD TRANSMISSION LINE OVERHEAD PROP RAILWAYLINE PAILWAY BRIDGE - CEPY SEL



#### Annexure III(a)

#### REPORT ON

#### SUB SOIL INVESTIGATION WORK

#### : NAME OF WORK:

CONSTRUCTION OF PROPOSED THREE STORIED BUILDING AT HTPC COMPLEX AT DULIAJAN, ASSAM.

REPORT SUBMITTED

TO

ARCHINEER AND ASSOCIATES
COLLEGE ROAD, TINSUKIA

REPORT PREPARED BY



RELIANT ENGINEERS H-2A, BYE LANE NO: 1(A, NORTH), PANJABARI ROAD SIXMILE, GUWAHATI - 37

> PHONE NO: 094351-92896 Email: rel\_engrs@yahoo.com



#### SUMMARY SHEET

1. Name of project: Construction of Proposed Three Storied Building at HTPC Complex at Duliajan, Assam.

2. Number of Borehole: Four

3. Depth of Borehole : As shown in the following table

4. Depth of water table: As shown in the following table

Sl. No.	Borehole Location	Depth of borehole (Meters)	Depth of water table (Meters)
1	BH1	15.50	0.20 below the EGL
2	вн2	15.50	0.10 below the EGL
3	внз	15.50	0.15 below the EGL
4	BH4	15.50	0.40 below the EGL

#### 5. Concluding remarks:

Subsoil investigation is carried out at field by making borehole and collecting disturbed and undisturbed samples accompanied by Standard Penetration Test. Laboratory test results of samples are systematically presented in different tables and graphs.

Regarding subsoil information the following can be mentioned

BH1: The soil is found to be predominantly clay mixed with silt etc. up to depth of about 3.50 M and the layer is found to exist from soft to medium states. Beyond that the soil is found to be pure sand for rest of the depth of the borehole and the layers are found to exist from medium to very dense states at different depths of the borehole.

BH2: The soil is found to be predominantly clay mixed with silt etc. up to depth of about 6.50 M and the layer is found to exist from medium to very stiff states. Beyond that the soil is found to be pure sand for rest of the depth of the borehole and the layers are found to exist from medium to very dense states at different depths of the borehole.

BH3: The soil is found to be predominantly clay mixed with silt etc. up to depth of about 4.50 M and the layer is found to exist from soft to stiff states. Beyond that the soil is found to be pure sand for rest of the depth of the borehole except at 7.50 M where predominantly silt

mixed with clay and sand is found to exist. The available sand e layers are found to exist from medium to very dense states at different depths of the borehole.

BH4: The soil is found to be predominantly clay mixed with silt etc. in soft state at depth of about 4.50 M and at 7.50 M and the layers are found to exist from soft to very stiff states at different depth. For rest of the depth of the borehole soil is found to be pure sand and the layers are found to exist from dense to very dense states at different depths of the borehole.

# 6. Foundation recommended: Isolated Footing Foundation / Soil Replacement / Stone Pile/RCC Pile Foundation

#### Isolated Footing Foundation:

After obtaining the laboratory test results of the samples collected from the field and analyzing the subsoil parameters in a very careful manner and considering the necessary approximations/judgments of the soil strength parameters, the net safe bearing capacitiy of isolated footing foundations at 3.00 M depth is calculated and shown in table 1.

In order to obtain the higher safe bearing capacity, the following type of soil improvement technique may be adopted.

#### Soil Replacement:

The soil may be extracted up to depth of about 3.50 M and then it can be filled up by compacted stone cushion up to depth of about 2.75M. Footing foundation may be constructed over it. The details of the same are shown in Fig 1. The bearing capacity at 2.75 m may be expected to be 12.0 ton/sqm if the compaction is done properly.

Of course the recommended safe bearing capacity is required to be verified by performing a plate load test.

#### Stone Piling:

Alternately, the soil may be reconditioned by installing granular piles of 300 mm dia. over the footing area @ 900mm c/c. Footing foundation may be constructed over it. The details of granular pile are shown in Fig 2. The bearing capacity at 2.0 m may be expected to be 14.0 ton/sqm if the granular piles are laid properly.



The recommended bearing capacity is to be verified by Plate load test as per IS: 1888 using a plate of minimum 1.0 m square size after the installation of granular pile.

## RCC Pile Foundation :

For higher loading condition RCC pile foundation is recommended.

The load carrying capacities of bored cast in situ uniform diameter piles of 7.00 M and 9.00 M length with pile diameters 40 cm, 50 cm and 60cm. respectively are calculated and shown in Table 2.

However, the calculated safe bearing capacity / load carrying capacity at certain depth is to be verified by performing a plate / pile load test.

The Structural Engineer will decide the suitable type of foundation among the different types of foundation as per demand of the design.

Table 1: Safe Bearing Capacities of Footing Foundations

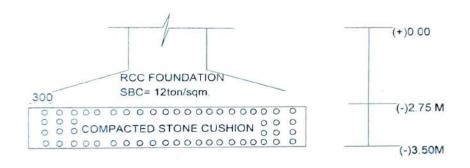
Depth of footing from EGL (M)	Footing size (M <sup>2</sup> )	Net Safe Bearing Capacities (MetricTon /Sqm.)
3.00	2.0x2.0	10.0
2.75(Soil Replacement)	2.0x2.0	12.00
2.00(Stone piling)	2.0x2.0	14.00

# Pile Foundation:

Table2.Safe Load carrying capacity of bored cast in situ uniform diameter pile

Pile Stem Dia. (cm)	Pile L. (m)	Pile Cutoff	Recommended Carrying Capa	
	Length of Pile from E.G.L. (m)	Length (m)	Compression	Uplift
40		1	12.19	5.50
50	7.00	ı	18.46	6.90
60		1	24.70	8.30
40		1	16.63	9.20
50	9.00	1	24.71	10-01/401/00
60	7.00			11.50
		1	35.40	13.80



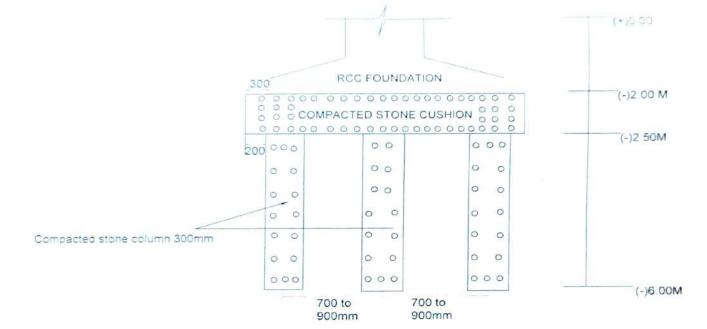


( Drawing not to scale)

Well graded materials of 5mm to 50mm gravels (river shringles or blast) with 15% clean coarse grained sand (premix) may be used by maintaing the ratio of uncompacted to compacted volume of material as 1.5.









( Drawing not to scale)

Well graded materials of 5mm to 50mm gravels (river shringles or blast) with 15% clean coarse grained sand (premix) may be used by maintaing the ratio of uncompacted to compacted volume of material as 1.5.

FIG 2 :: Granular pile (Stone pile)

Subsoil investigation work for Construction of Proposed Three Storied Building at HTPC Complex at Duliajan, Assam.

<u>INTRODUCTION</u>: Four numbers of bore holes were made at the site up to the maximum depth of 15.5 meters from the existing ground surface level.

The prime object of this investigation work is to find out subsoil profile, important engineering properties, recommendation of type of foundation, bearing capacities of subsoil etc. The report includes physical properties of the subsoil deposit such as grain size distribution, bulk density, specific gravity, moisture content, angle of internal friction, Cohesion "C".

All works beginning from field investigation, collection of samples, laboratory testing, and interpretation of results were done as per pertinent code of practices.

The results are presented in a tabular or graphical form according to convenience.

# FIELD WORKS:

The fieldwork involved boring, recording soil profile by visual observation, collection of disturbed and undisturbed samples for laboratory test, undertaking standard penetration test etc.

The undisturbed samples were collected in metallic tubes as per IS: 1932-1963 specifications. The samples so collected were waxed at either end, labeled and then forwarded to laboratory for conducting necessary tests.

The disturbed samples were collected from auger heads or from returning wash water and split spoon sampler. It is then packed in polythene bags after marking in the packets the depth, borehole No. etc.

# STANDARD PENETRATION TEST:

The standard penetration test is done on undisturbed soil at site by hammering with a hammer of 65 Kg weight falling freely through a height of 75cm. The number of blows required to push the standard split spoon sampler through 45cm length is counted. The reading of first 15 cm distance is not counted towards standard penetration values and this value is called seating. The Number blows required to penetrate the last 30.0cm of the sampler. N-values are shown in the borehole logs.

## Bore hole log:

The bore hole log is numbered for identification of location and also shows the following:

- (1) Date of boring.
- (2) Depth of different strata from ground level.
- (3) Graphical representation of N-Value.

# LABORATORY TEST:

The following laboratory tests were performed as soil samples-

- (1) Grain size analysis for classification of soil.
- (2) Specific gravity.
- (3) Atterberg limit.
- (4) Natural moisture content.
- (5) Determination of unit weight
  - (a) Bulk (b) Dry
- (6) Triaxial shear test.
- (7) Unconfined compression test.
- (8) Consolidation test.



(A) Calculation of Net Safe Bearing Capacity based on shear Criteria

1S: 6403-1981 recommends the following equation to calculate the net Safe Bearing Capacity 'q,' based on Hansen's Bearing Capacity analysis:

$$q_s = 1/F \{CNc S_c d_c I_c + q (N_q - 1) S_q d_q i_q + 0.5 \gamma B N_r S_r d_r i_r x R_w \}$$

= Cohesion of soil. Where, C

= Saturated Density of soil

= Width of footing = 2.0 m (assumed) B

= Water table correction factor depending upon position of water table R "

with respect to founding level

= Effective surcharge at footing level = y D (D = depth of footing)

 $N_c$ ,  $N_q$  ,  $N_y$  = Bearing capacity factor

 $S_c$ ,  $S_q$ ,  $S_y$  = Shape factor

 $d_c$ ,  $d_q$ ,  $d_y$  = depth factor

 $i_c$ ,  $i_q$ ,  $i_y$  = inclination factors F = Factor of safety = 3.0

# B) Calculation of safe bearing pressure based on tolerable settlement.

The safe bearing pressure is to be found out from the elastic settlement consideration and is found from the following equation given I.S. 8009 (part-1) 1976

$$S_f = S_{oed} = (H_t/1 + e_o) C_c \log_{10} (po + \Delta p)/p_o$$

 $S_t = Final settlement in mm$ 

Socd = Settlement computed from one dimensional test

H<sub>t</sub> = Thickness of soil layer in m

eo = Initial void ratio at mid height of of layer

 $C_c$  = Compression Index

p<sub>0</sub> = Initial effective pressure at mid height of layer

 $\Delta p = pressure increment$ 

For the computation of settlement of foundation founded at certain depth, a correction should be applied to the calculated S<sub>f</sub> in the form of a depth factor to be read from Fig:12 of I.S. 8009 (part-1) 1976.

6

Corrected settlement S<sub>fd</sub> = S<sub>f</sub> x depth factor

Depth factor is dependent on the following

i. D= Depth of footing ii. L= Length of footing iii. B= Width of footing

# 1) Design of Pile foundation (Uniform dia Pile)

Ultimate bearing capacity in compression in sand, Q<sub>U</sub> from IS: 2911(Part-I)-1981

 $= Q_p + Q_f$ 

= End bearing resistance + Frictional resistance of pile in sand and clay.

Qu = Ap (1/2 D  $\gamma$  N $\gamma$  + P<sub>D</sub> Nq) + ( $\alpha$  Ca As +  $\Sigma$  K P<sub>Di</sub> tan  $\delta$  A<sub>Si</sub>

 $Q_P = Ap (1/2 D \gamma N \gamma + P_D Nq)$ 

 $Q_{fs} = \sum_{i} K P_{Ds} \tan \delta A_{Si}$ 

 $Q_{fe} = \alpha Ca As$ 

 $Qsafe = Q_U/FOS = Q_U/2.5$ 

where

= Cross sectional area of pile toe in cm<sup>2</sup>.

Ap = surface area of the stem  $As (cm^2)$ 

= bearing capacity factors depending upon the angle of internal friction Ny, Nq

= earth pressure coefficient (usually taken as 1.5 for sandy soils) K

= Angle of wall friction between pile and soil.

As = Circumferential area of pile stem =  $\Pi x \mid x \mid d$ 

1 = Length of embedment.

d = Diameter of the pile.

Pile load capacity in uplift

Ultimate uplift capacity Q Uf = Skin friction in sand + Skin friction in clay.  $= Q_{fs} + Q_{fc}$ 



# Annex 1

# Depth of foundn(M)Df = 3

# Soil parameter

C=

0.37 kg/scm=

3.7 Vsqm

 $\gamma$ sub (ton/m3) =

1.85

Ø=

8, shear condition

Local

Angle of shearing resistance for local failure =  $Q_m = \tan^{-1} 2/3 \tan Q$ 

		Bearing	capacity factor	
Ø	8	Nc	Nq	Ny
Øm	5	6.49	1.57	0.45

### 2 Length L = 2 Width(B)M=

Shape Factor				
Sc=	1.3	Sq=	1.2	Sy= (square) 0.8
(square and circular)		(square and circular)		Sy= (circular) 0.6
Sc = 1+ 0.2x B/L = ( Rectangle)	1.2	Sq = 1+ 0.2x B/L = ( Rectangle)	1.20	Sy = 1-0.4x B/L = 0.6 ( Rectangle)
Sc ( to be adopted )=	1.3	Sq ( to be adopted )=	1.2	Sy ( to be adopted )= 0.5

Depth F	actor
dc=(1+0.	actor 2(Df/B)tan(45+Ø/2)

1.33

dq=dy=1+0.1( Df/B) tan(45+Ø/2) for Ø>10

1.16

dq=dy=

for Ø<10

dq=dy=( to be adopted)

1

# Inclinination factor

 $ic=iq=iy=(1 - \alpha/90)$ 

0.5	
	0.5

# F=Factor of safety =3

 $qd = \{2/3x \text{ sc dc ic c Nc} + \text{sq dq iq } y \text{ D } (Nq - 1) + 0.5sy dy iy y B Ny Rw\}$ 

 $qs = 1/F \{2/3x \text{ sc dc ic c Nc} + sq dq iq y D (Nq - 1) + sy dy iy y B Ny Rw\}$ 

= bp

30.14

qsafe =

10.05 t/sqm say

10.0 t/sqm



# Annex II

Location

Depth =	2.0 m	L=B= 2M	
Here, H= eo=	4 m 0.76		
Gma=	1.85		
$Cc = p_0 =$	0.15 7.4		
Let us take a	llowable bearing	g capacity = 5.2	t/m 2
$\Delta p =$	3.12 t/m 2 52		
$S_f =$	JZ.		

Depth correction factor = 0.73 For D=B

Therefore

Sfcorrected

= SfxCorrection factor

38 <65 mm safe

Therefore Adopted allowable bearing capacity- 5.2 t/sqm



# Annex III

Pile is designed as Pile resting in Sand/Clay

 $\gamma (ton/m^3) =$ 1 85

Here .

cp(t/sqm)=

0 ca(t/sqm) =

 $3200^{0} =$ 

30

Nc=

30.14

Ng= 22 Ng= 22.4

Diameter of pile D (cm)=

Length of Pile below EGL(M)

Area of pile tip( sqm) =

0.1256 4.396

Circumferential area of pile stem in sand(sqm) = Circumferential area of pile stem in Clay(sqm) =

5.024

Qp Ton)=

13.93 ton

Ofs (Sand) =

19.62 ton

Ofc (Clay) =

8.0384 ton

Qf=Qf (Sand)+Qf (Clay) =

27.66 ton

Qu=Qp+Qf =

41.59

Safe load in compression(Ton) Qcs =

16.63 ton

(FOS=2.5)

Safe load in uplift (ton)

Qus =

9.2 ton

(FOS=3.0)

Diameter of pile D (cm)=

50

Length of Pile below EGL(M)  $\gamma(\text{ton/m}^3) =$ 

9

9

Here,

cp(t/sqm)=

 $0 \operatorname{ca(t/sqm)} =$ 

 $3200^{0} =$ 

30

1.85

Nc=

30.14

Ng= 22

Nq = 22.4

Area of pile tip( sqm) =

0.19625 5.495

Circumferential area of pile stem in sand(sqm) = Circumferential area of pile stem in Clay(sgm) =

6.28

Qp Ton)=

27 21

Qf (Sand) =

24.52

Qf (Clay) =

10.05

Qf=Qf (Sand)+Qf (Clay) =

34.57

Qu=Qp+Qf =

61.78

Safe load in compression(Ton) Qs =

Safe load in uplift (ton)

Qsu =

11.5

24.71

(FOS=3.0)



Diameter of pile D (cm)= 60 Length of Pile below EGL(M)

 $\gamma(\text{ton/m}^3) = 1.85$ 

30

Here .

cp(t/sqm)=

0 ca(t/sqm)=

 $32 \, \text{Ø}^0 =$ 

Nc= 30.14

Ng= 22

Ng= 22.4

Area of pile tip( sqm) =

0.2826

Circumferential area of pile stem in sand(sqm) = Circumferential area of pile stem in Clay(sqm) =

6.594 7.536

Qp Ton)=

47.01

Of (Sand) =

29.43

Qf (Clay) = 12.0576

Qf=Qf ( Sand)+Qf (Clay) = 41.48

Qu=Qp+Qf = 88.50

Safe load in compression(Ton) Qs =

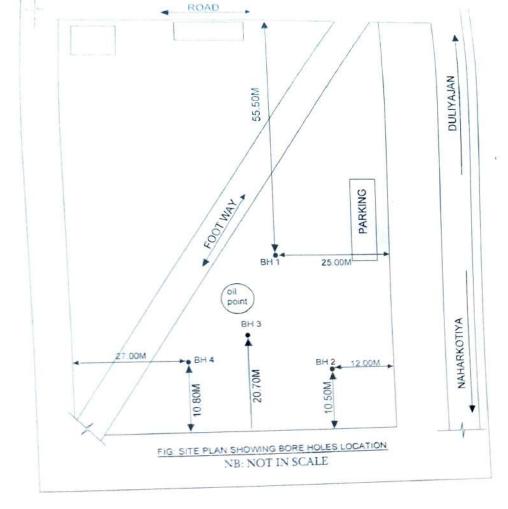
35.40

Safe load in uplift (ton) Qsu =

13.8

(FOS=30)





### RELIANTENGINEERS Name of Project:Construction of Proposed Three Storied Building at HTPC Complex at Duliajan, Assam. BORE LOG CHART DATE OF STARTING:-26-04-2012 GROUND WATER LEVEL AUGER & WASH BORING BORE HOLE NO:1 DATE OF COMPLETION:26-04-2012 0.20M from EGL TYPE SPT VISUAL DESCRIPTION **GRAPHICAL REPRESENTATION OF N-Value** DEPTH 15 15 15 OF LOG OF SOIL 0 20 40 60 80 100 SAMPLE CM (M) CM CM 0 Brownish gray CLAY 1.5 1 50-1.95 some silt. 2.00 U 3.00-3.45 3 3 4 3 3.00M 3.50 U 13 22 Brownish gray fine to 4.50-4.95 6 9 4.5 medium SAND. 5.00 D 15 26 6.00-6.45 P 8 11 6.50 D 34 7.50-7.95 10 15 19 ----7:5 8.00 D 37 9 00-9 45 15 22 7 9.50 D 45 10.50-10.95 18 27 10 10.5 11.00 12.00-12.45 P 15 23 32 55 12 12.50 28 39 67 13.50-13.95 19 13.5 14.00 D 15.00-15.45 36 48 84 25 15

P: STANDARD PENETRATION TEST::

R:REFUSAL;N>100::

15.50M

D: DISTURBED SAMPLE::



15.50

U: UNDISTURBED SAMPLE::

EGL: EXISTING GROUND LEVEL

	rojectic	onst	ructi	on o	Proj	posed Three Storied B		OG CHART	nplex at D	uliajan, Ass	am.			
Babe		10.2		DA	TE OF	STARTING:-27-04-2012		D WATER LEVEL						
BURE	HOLE	VO:2		DATE		OMPLETION:27-04-2012		M from EGL	1	AUGER	R & WASH B	ORING		
DEPTH	OF	15		15	Value	OF SOIL	LOG		GRAPHICA	PHICAL REPRESENTATION OF N-Value				
(M)	SAMPLE	CM	CM	CM	ż	OF SOIL	-	0	20	40	60	80	10	
50-1.95	Р	1	2	3	5	Brownish gray CLAY		15				17.14		
2.00	U		_			some silt.		1.5						
00-3.45	P	2	3	4	7								- 1	
3.50	U					3.50M		3					- 1	
50-4.95	P	5	8	10	18	Brownish gray CLAY		4.5						
5.00	U					some silt trace sand.		4.5						
6.00-6.45	P	7	10	13	23			6						
6.50	U					6.00M		0						
7.50-7.95	P	10	16	21	37	Brownish gray fine to		7.5					1	
8.00	D					medium SAND.		7.5						
9.00-9.45	P	9	12	17	29			9	- 3					
9,50	D													
0.50-10.9	5 P	12	23	27	50			10.5						
11.00	D							150,000,000						
	5 P	15	26	32	58			12			-			
2.00-12.4	D													
12.50				1 20	67		1 1	12 5						
12.50 13.50-13.9	5 P	17	29	38	07		1 1	13.5			•		1	
	5 P	17					1	13.5						

EGL: EXISTING GROUND LEVEL

P: STANDARD PENETRATION TEST:: R:REFUSAL;N>100::



vame or r	roject:C	onsi	ruct	ion o	f Pro	posed Three Storied E	Building	at HTPC Cor	nplex at Du	liajan, Ass	am.								
						BO	RE LO	G CHART											
BORE	HOLE	10:3				F STARTING:-27-04-2012		WATER LEVEL											
and the same of th	TYPE	4 4	SPT	DATE	OF	COMPLETION: 27-04-2012	0.15	M from EGL		AUGE	R & WASH BO	RING							
DEPTH	OF	15	15	15	N-Value	VISUAL DESCRIPTION	LOG		GRAPHICAL REPRESENTATION OF N-Value										
(M)	SAMPLE	CM	СМ	CM Z		OF SOIL	LOG	0	20	40	60	80	100						
									20	40	00	00	100						
								0											
1.50-1.95	Р	1	2	2	4	Brownish gray CLAY	VIIIII	1.5					-						
2.00	U	2 3 3 6 some silt.		some silt.		1.5													
3.00-3.45	Р	2	3	3	6			2					1						
3.50	U					]		3					- 40						
4.50-4.95	P	4	6	7	13								- 1						
5.00	U				4	5.00M		4.5	•				1						
6.00-6.45	Р	6	9	12	21	Brownish gray fine			-		2.0.0		1						
6.50	D					-	-	_				SAND. 6.50M		6	,				
7.50-7.95	Р	5	8	10	18	Brownish gray SILT		7.6	(				- 1						
8.00	U	<u> </u>	some clay trace sand.	~7.5															
9.00-9.45	P	8	12	15	27	Brownish gray fine to		9											
9.50	D					medium SAND.		9											
0.50-10.95	Р	11	19	24	43			10.5		-									
11.00	D					]		10.5											
2.00-12.45	Р	15	27	32	59	]		12			1								
12 50	D					]													
3.50-13.95	Р	17	33	39	72			13.5			-								
14.00	D					]		10.0											
5 00-15 45	P	20	35	43	78	]		15				_							
15.50	D			-		15.50M					ETRATION								



### RELIANTENGINEERS Name of Project: Construction of Proposed Three Storied Building at HTPC Complex at Duliajan, Assam. BORE LOG CHART DATE OF STARTING:-28-04-2012 BORE HOLE NO:4 GROUND WATER LEVEL DATE OF COMPLETION: 28-04-2012 **AUGER & WASH BORING** 0.40M from EGL TYPE SPT VISUAL DESCRIPTION DEPTH OF 15 | 15 15 **GRAPHICAL REPRESENTATION OF N-Value** LOG SAMPLE CM CM CM OF SOIL (M) 0 20 40 60 80 100 0 1.50-1.95 Brownish gray CLAY 1.5 2 00 U some silt. 2.00M 2 3.00-3.45 P 3 4 Brownish gray CLAY 3 3.50 U some silt trace sand. 4.50-4.95 3 4 5 Brownish gray CLAY 4.5 5.00 U some silt. 5.00M 6.00-6.45 10 17 25 Brownish gray fine 6.50 D SAND. 6.50M 7 50-7 95 P 8 16 23 Brownish grayCLAY -7.5 8.00 U some silt trace sand. 9.00-9.45 20 28 Brownish gray fine to 43 medium SAND. 9.50 D 10.50-10.95 16 25 33 58 10.5 D 11.00 71 12.00-12.45 19 31 40 12 12.50 D 23 37 46 83 13.50-13.95 13.5 14.00 D 27 39 52 91 15.00-15.45 15 15.50M 15.50 P: STANDARD PENETRATION TEST:: D: DISTURBED SAMPLE:: U: UNDISTURBED SAMPLE:: R:REFUSAL;N>100:: EGL: EXISTING GROUND LEVEL



## BORE LOG CUM LABORATORY TEST RESULT

Name of Project: Construction of Proposed Three Storied Building at HTPC Complex at Duliajan, Assam.

Boring method: Shell& Auger & Wash

Boring dia: 150mm

Date Commenced: 26-04-12

DEPTH OF WATER TABLE = 0.2M from EGL.

Date completed: 26-04-12

BH: I	-			DEBLH	OF W	ATER	IABLE	0.20	nom t	OL.,	- 1									
below	Test	iluc	lod	on of soil	4.75mm	75 mm	200	2 mm	gms/cm³	vity	0	content	sive D)	She Parar		од хэрг			75 micron ( %)	
Depth in meters below reference	Types of Sample/Test	Observed N-Value	Group Symbol	Visual description of soil	% Gravel > 4.7	% Sand 4.75-0.075 mm	Silt 0.075-0.002	% Clay < 0.002 mm	Field density, gr	Specific Gravity	Void Ratio	Natural moisture content	Unconfined compressive Strength Kg/ cm² (U D)	Cohesion 'c' Kg/cm²	Angle of shearing resistance ( $\Phi^*$ )	Compression Index Co	%T7	%7d	Passing 75 mic	
1.50-1.95	P	4	CI	Brownish gray CLAY					1.90	2.66	78.2	29.4		0.20	5	0.14	39.6	22.1	-	
2.00	U			some silt.			15	85	1.90	2,00	10.2	27.4		0.20						
3.00-3.45	P	7		3.50M				15	85											
3.50	U						13	0.3	-		-									
4.50-4.95	P	22	SP	Brownish gray fine to		100		-	2.10	2.65					DS-32					
5.00	D		1166-23	medium SAND.		100	-		4.10	1000										
6.00-6.45	P	2.6	1			100	-													
6.50	D				-	100														
7.50-7.95	P	34	-	4.		100			2.02	2.65					DS-34					
8.00	D	0.00	+			100														
9.00-9.45	P	37	4	Vi.		100														
10.50-10.95		45	-												DS-36					
11.00	D		-	1		100			2.08	2.65					13-30		_			
12.00-12.45		55									-									
12.50	D					100				-	-	-								
13.50-13.95									2.20	2.65	-	-	-		DS-38					
14.00	D					100		-	2.28	2.65	-									
15.00-15.45		84		12.202				-	-		-	-	-							
15.50	10			15.50M		100							0 0:	-	245	-				

U: Undisturbed Sample:: D: Disturbed Sample :: P: Standard Penetration test :: EGL: Existing Ground Level :: DS: Direct Shear Test

# BORE LOG CUM LABORATORY TEST RESULT

Name of Project: Construction of Proposed Three Storied Building at HTPC Complex at Duliajan, Assam. Boring dia: 150mm

Boring method: Shell& Auger & Wash DEPTH OF WATER TABLE =0.10M from EGL. Date completed: 27-04-12

%O  MO		21	-	n of sail	mm	S mm	02	шш	ıs/cm³	vity		content	sive D)	Para	hear imeter	ndex Cc			75 micron ( %)		
Depth in meters below reference	Types of Sample/Test	Observed N-Value	Group Symbol	Visual description of soil	% Gravel > 4.75mm	% Sand 4.75-0.075 mm	Silt 0.075-0.002	% Clay < 0.002 mm	Field density, gms/cm <sup>3</sup>	Specific Gravity	Void Ratio	Natural moisture content	Unconfined compressive Strength Kg/ cm² (U D)	Cohesion 'c' Kg/cm²	Angle of shearing resistance (Φ')	Compression Index Cc	%11	%1d	Passing 75 mic		
	n.		CI	Brownish gray CLAY					1.00	2.66	0.80	30.4		0.26	6	0.13	41.3	23.4			
1.50-1.95	P	5	Cı	some silt.			15	85	1.90	2.00	0.00	2011									
3.00-3.45	P	7		3.50M	SECOND ST	12.002.00			15	85											
3.50	U						1.5								8						
4.50-4.95	P	18	CH	Brownish gray CLAY		10	20	70	2.00	2.67				0.72							
5.00	U	-		some silt trace sand.		10															
6.00-6.45	P	23		6.50M		10	30	60					_								
6.50	U			Brownish gray fine to					2.03	2.65					DS-35		-				
7,50-7.95	P	37	SP	medium SAND.		100			2.03	2.03						-					
8.00	D	29		median by the		100									_	-					
9.00-9.45	D	27		1		100									DS-37						
10.50-10.95	P	50				100			2.10	2.65											
11.00	D																	-			
12.00-12.45	P	58				100										-		-			
12.50	D					-			2.19	2.65					DS-38						
13.50-13.95	P	67				100			-												
14.00	D P	78		15.50M		100	_		I · Existi			1	C. Direct	Shear T	est						
15.00-15.45	P	70		15.50W		100		. rc	I . Evisti	ng Grou	ind Lev	el :: D:	S. Direct	Sticat							



U: Undisturbed Sample:: D: Disturbed Sample :: P: Standard Penetration test :: EGL: Existing Ground Level 15.50

BORE LOG CUM LABORATORY TEST RESULT

Date completed: 27-04-12

Name of Project: Construction of Proposed Three Storied Building at HTPC Complex at Duliaian, Assam. Boring method: Shell& Auger & Wash Boring dia: 150mm Date Commenced: 27-04-12

DEPTH OF WATER TABLE =0.15M from EGL.

BH: 3 Visual description of soil Natural moisture content Shear Passing 75 micron (%) Field density, gms/cm3 Compression Index Cc Depth in meters below % Sand 4.75-0.075 mm Types of Sample/Fest % Gravel > 4.75mm % Clay < 0.002 mm Parameter Observed N-Value Group Symbol Unconfined compressive Strength Kg/ cm² (U D) Silt 0.075-0.002 Specific Gravity Void Ratio reference Angle of shearing resistance ( Φ\* ) %TT PL% Cohesion 'c' Brownish gray CLAY 1.50-1.95 4 CI 0.15 21.8 28.9 0.21 5 40.2 85 1.88 2.64 0.76 2.00 some silt. 15 U 3.00-3.45 P 6 15 85 3.50 U 4.50-4.95 P 13 0.6 1.96 2.66 20 80 5.00 U 5.00M 6.00-6.45 P 21 SP Brownish gray fine 6.50M 100 SAND. 6.50 D Brownish gray SILT 18 ML 7.50-7.95 P 18 0.30 1.92 30 10 60 some clay trace sand. 8.00 U Brownish gray fine to 27 SP 9.00-9.45 DS-32 2.65 1.96 100 medium SAND. 9.50 43 10.50-10.95 P 100 11.00 D 59 DS-37 12.00-12.45 P 2.65 2.14 100 12.50 D 72 13.50-13.95 100 14:00 78 15.00-15.45 P 15.50M 2.23 2.65 100 15.50

U: Undisturbed Sample:: D: Disturbed Sample :: P: Standard Penetration test :: EGL: Existing Ground Level :: DS: Direct Shear Test

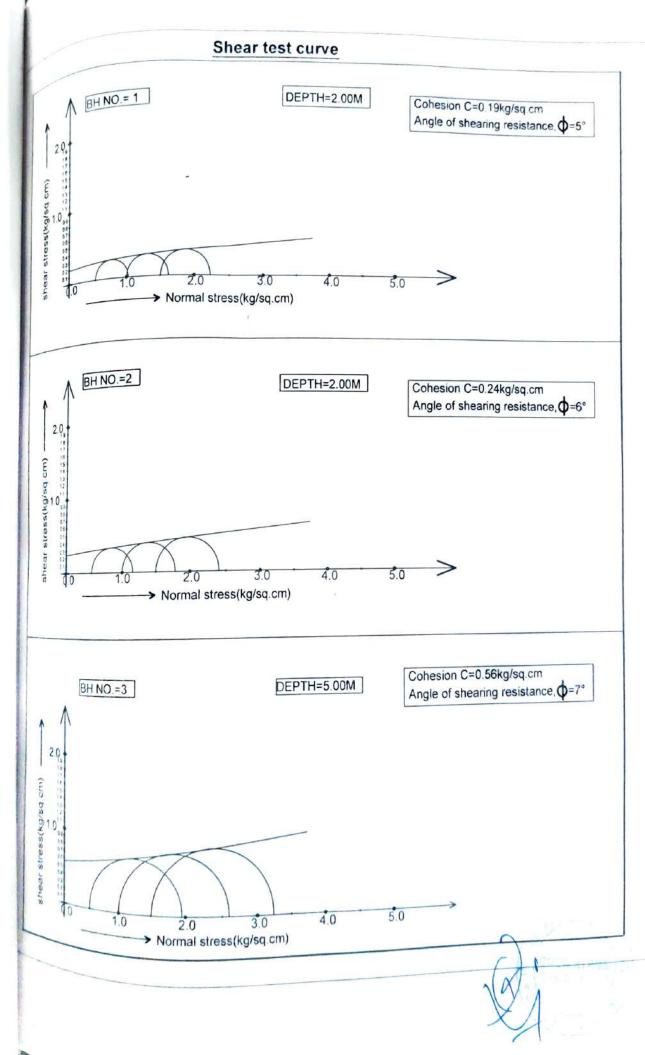


Name of Project: Construction of Proposed Three Storied Building at HTPC Complex at Duliajan, Assam. Boring method: Shell& Auger & Wash Boring dia: 150mm BH: 4

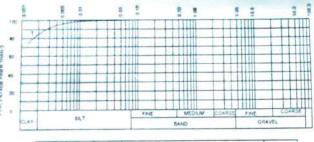
Date Commenced: 28-04-12 Date completed: 28-04-12

1711	1	1	T		1 OF W	ATER	TABLE	=0.4N	1 from I	EGL.	- Lu	04-12		Da	ite com	oleted:	28-04-	12	
ence	umple/Test	N-Value	Symbol Symbol ription of soi	4.75mm	.075 mm	0.002	< 0.002 mm	gms/cm³	Gravity	io	e content	ssive D)	Para	near imeter	dex Cc			V 90 /	
Depth in meters below reference	Types of Sample/Test	Observed N-Value	Group 5	Visual description of soil	% Gravel >	% Sand 4.75-0.075 mm	Silt 0.075-0.002	% Clay < 0.0	Field density, gms/cm <sup>3</sup>	Specific Gr	Void Ratio	Natural moisture content	Unconfined compressive Strength Kg/ cm² (U D)	Cohesion 'c' Kg/cm²	Angle of shearing resistance ( 0°)	Compression Index Cc	LL%	PI.%	Passing 75 miles
1.50-1.95 2.00	P	3	CI	Brownish gray CLAY							-		D S		•				
3.00-3.45	P	-		some silt. 2.00M			15	85	1.80	2.64	0.82	31.3		0.14	5	0.11	10.0		
3.50	U	7	CI	Brownish gray CLAY						203(4)	73.50	31.3		0.14	3	0.14	40.8	23.1	
4.50-4.95	P	9	OT	some silt trace sand.		10	15	75										-	-
5.00	U	,	CI	Brownish gray CLAY															-
6.00-6.45	P	42	SP	some silt. 5.00M	18		15	85	1.94	2.66				0.48	6				-
6.50	D	42	SP	Brownish gray fine SAND. 6.50M															-
7.50-7.95	P	39	СН			100									DS-32				-
8.00	U	27	CH	Brownish gray CLAY some silt trace sand.		-	20											-	-
9.00-9.45	P	48	SP	Brownish gray fine to		5	20	75	2.1*4	2.67				1.48	7				
9.50	D		31	medium SAND.		100													
0.50-10.95	P	58		median SAND.		100													
11.00	D					100	-		2.12	2.65	-								
2.00-12.45	P	71							2.12	2.03					DS-37				
12.50	D					100													
3.50-13.95	P	83									-								
14.00	D	201000				100			2.25	2.65				-	DS-38	-	-		
5.00-15.45	P	91													635-36				
15.50	D			15.50M		100													



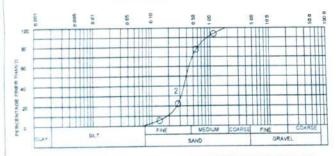


# Direct shear test result BH NO.=1 DEPTH=5.00M Angle of shearing resistance D=32° shear stress(kg/sq.cm) 1.0 32° 2.0 3.0 4.0 5.0 Normal stress(kg/sq.cm) BH NO.=1 DEPTH=11.00M Angle of shearing resistance, Ø=34° shear stress(kg/sq.cm) 1.0 2.0 3.0 5.0 4.0 ➤ Normal stress(kg/sq.cm) BH NO.=1 DEPTH=14.00M Angle of shearing resistance, \$\phi = 36\circ\$ shear stress(kg/sq cm) 1.0 36 1.0 4.0 5.0 ➤ Normal stress(kg/sq.cm)



BORING	BAMPLE	CURVE	DESCRIPTION OF SOIL TYPE	DEPTHIN
ВН1	U	1	CLAY some silt.	2.00M

### PARTICLE SIZE D (mm)



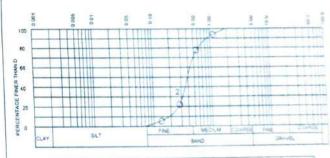
BORING	SAMPLE	CURVE	DESCRIPTION OF SOIL TYPE	DEPTHIN
Вн1	D	2	medium to fine SAND.	5.00M

PARTICLE SIZE DISTRIBUTION CURVES



BORING	SAMPLE	CURVE	DESCRIPTION OF SOIL TYPE	2877-400
внз	U	1	CLAY some silt.	5 ODM

### PARTICLE SIZE D (mm)



1	BORING	SAMPLE	CURVE	DESCRIPTION OF BOIL TYPE	DEPTHIN.
	внз	D	2	medium to fine SAND.	11 00M

PARTICLE SIZE DISTRIBUTION CURVES

