



**OIL INDIA LIMITED**  
**(A Govt. of India Enterprise)**

**CONTRACTS DEPARTMENT**  
**P.O. DULIAJAN, DIST - DIBRUGARH**  
**ASSAM, INDIA, PIN-786602**  
**TEL: (91) 374-2800548**  
**E-mail: [contracts@oilindia.in](mailto:contracts@oilindia.in)**  
**Website: [www.oil-india.com](http://www.oil-india.com)**

**FORWARDING LETTER**

**Sub: IFB No. CDI4661P21 – Hiring Service for Operation and Maintenance of 03 (three) No.'s of 1.5 MW gas engine driven generating with Synchronization facility at the Power Facility set up at the premises of Pump Station-11, Tengakhat.**

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 Local Competitive Bids (LCB) from competent and experienced Contractors through OIL's e-procurement Portal: <https://etender.srm.oilindia.in/irj/portal> for **“Hiring Service for Operation and Maintenance of 03 (three) No.'s of 1.5 MW gas engine driven generating with Synchronization facility at the Power Facility set up at the premises of Pump Station-11, Tengakhat.”** 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.	:	CDI4661P21
(ii)	Type of Bidding	:	Online – Single-Stage Two-Bid System
(iii)	Bid Closing Date & Time	:	As mentioned in OIL's e-Procurement Portal
(iv)	Technical Bid Opening Date & Time	:	As mentioned in OIL's e-Procurement Portal
(v)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible / qualified Bidders nearer the time.
(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, Oil India Limited, Duliajan-786602, Assam, India.
(viii)	Bid Validity	:	120 days from the date of Bid Closing
(ix)	Mobilization Time	:	<b>02 (two) weeks</b> from the date of issue of work order.

**FORWARDING LETTER**(x) Bid Security Amount : **Rs. 7,38,000.00**

Note:

a. The Bid Security for the amount specified above can be submitted in the form of irrevocable Bank Guarantee (as per Proforma-VII) issued by Nationalized/ Scheduled Bank or Bank Draft or Cashier's Cheque or Banker's Cheque or Fixed Deposit Receipt (Account OIL INDIA LIMITED) or irrevocable Letter of Credit or NEFT or RTGS or 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. A scanned copy of Bid Security document should also be uploaded along with the Unpriced Techno-Commercial Bid documents.

- In case of Bidders submitting Bid Security in the form of Bank Guarantee or Bank Draft or Cashier's Cheque or Banker's Cheque or Fixed Deposit Receipt or Letter of Credit, the original hard copy of Bid Security should reach the office of CGM-CONTRACTS on or before **12.45 p.m. (IST)** on the bid closing/opening date otherwise bid will be rejected.
- If the bidder submits Bid security/EMD in the form of the Bank Guarantee, then the same must be issued by any of the scheduled banks in India on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker.
- 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.
- Bid Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to either of the following designated OIL's bank accounts:

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

- 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.

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.

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	<p>b. Bidders claiming waiver of Bid Security shall upload supporting documents as mentioned in Para No. 6.0 below along with technical bid.</p> <p>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. 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.</p>		
(xi)	Bid Security Validity	:	As mentioned in OIL's e-Procurement Portal
(xii)	Original Bid Security to be submitted	:	Office of CGM-CONTRACTS, CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
(xiii)	Amount of Performance Security	:	10% of annualized contract value.
(xiv)	Validity of Performance Security	:	<b>03 (three) months</b> beyond contract period / duration
(xv)	Duration of the Contract	:	<p><b>03 (three) years</b> from the date of issue of work order.</p> <p><b>Note:</b> The Contract shall have a provision of extension for another 01 (one) year at the same terms &amp; conditions at mutually agreed rates limited to original contract rates at discretion of OIL.</p>
(xvi)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer General Conditions of Contract
(xvii)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
(xviii)	Bids to be addressed to	:	CGM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xix)	Pre-Bid conference	:	Not Applicable
(xx)	Last Date of receipt of Queries	:	Not Applicable

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

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(Note: OIL has appointed Shri Sutanu Behuria, IAS (Retd.), Shri Rudhra Gangadharan, IAS (Retd.) and Shri Jagmohan Garg, Ex-Vigilance Commissioner as Independent 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 Integrity Pact (please refer **PART-VI INTEGRITY PACT** attached to this Tender) for the same:

- a. Shri Sutanu Behuria, IAS (Retd.)  
E-mail id: [sutanu2911@gmail.com](mailto:sutanu2911@gmail.com)
- b. Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture  
E-mail id: [rudhra.gangadharan@gmail.com](mailto:rudhra.gangadharan@gmail.com)
- c. Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC  
E-Mail id: [jagmohan.garg@gmail.com](mailto:jagmohan.garg@gmail.com)

**4.0 A. Bid Security:** : In case the bidders submit Bid Security/EMD in the form of Bank Guarantee, then the BG should be issued by any Scheduled Bank in India **as per BG format enclosed herewith (PROFORMA-VII).**

**B. Performance Security:** In case the bidders submit Performance Security in the form of Bank Guarantee (on award of contract), then the BG should be issued by any Scheduled Bank in India **as per BG format enclosed herewith (PROFORMA-VI).**

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 Tender / Contract Number) 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.

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.

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

5.1 In order to bid for OIL e-tenders all the bidders are required to obtain a legally valid Digital Certificate Class 3 [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital

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Signature Certificate then old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD is not responsible.

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

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

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

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

5.2 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.

5.2.1 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>.

5.2.2 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.

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

5.4 Details of process for submission of Bid Security (EMD) through the online payment gateway are available in Vendor User Manual under E-Procurement Portal. (Note: Important Points for on-line Payment can be viewed at Oil India's website at url: <http://oil-india.com/pdf/ETenderNotification.pdf>).

5.5 The link to OIL's E-Procurement portal has been provided through OIL's web site ([www.oil-india.com](http://www.oil-india.com)).

### **6.0 EXEMPTION OF BID SECURITY:**

In case any bidder is exempted from paying the Bid security, they should upload the supporting documents along with technical bid. The detailed guidelines for exemption of the Bid security are given below.

6.1 MSEs Units (manufacturers/Service Providers only and not their dealers / distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other

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body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration.

6.2 Central Government Departments and Central Public Sector Undertakings (CPSUs) are also exempted from submitting bid security.

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

6.4 The **Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020** issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES is also applicable for this tender.

**Note:** Bids without EMD shall be rejected, if the technical offer does not include a valid copy of supporting document against any one of the above exemption criteria.

### **7.0 IMPORTANT NOTES:**

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

i) The bid along with all supporting documents must be submitted through OIL's e-procurement site only except 'Original Bid Security' (if submitted in the form of BG or Bank Draft or Cashier's Cheque or Banker's Cheque or Fixed Deposit Receipt or Letter of Credit) which shall be submitted manually by the bidder in a sealed envelope superscribed with OIL's IFB No./E-Tender No., Bid Closing date and marked as "Original Bid Security" and addressed to CGM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam (India), **failing which the bid shall be rejected.**

Additionally, following documents are to be submitted in hard form:

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

**The above documents including the Original bid security, must be received at OIL's CGM-Contract's office at Duliajan on or before 12.45 p.m. (IST) on the technical bid closing date.** A scanned copy of the Bid Security shall also be uploaded by the bidder along with their Technical Bid in OIL's E-procurement site.

ii) Bid should be submitted online in OIL's E-procurement site up to 11.00 a.m. (IST) (Server Time) on the date as mentioned and will be opened on the same day at 2.00 p.m. (IST) at the office of the GM-Contracts in presence of the authorized representatives of the bidders.

iii) If the digital signature used for signing is not of "Class - 3" with Organizations name, the bid will be rejected.

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

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

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- (b) Once a bid is withdrawn, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.
- vi) Conditional bids are liable to be rejected at the discretion of the Company.
- vii) The work may be split up amongst more than one contractor at the sole discretion of the Company.
- viii) The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased / issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Technical Bid.
- A. In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copy of GST Registration Certificate.
- B. In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copy of GST Registration Certificate.
- C. In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement/deed and copy of GST Registration Certificate.
- D. In case of Co-Operative Societies, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copy of GST Registration Certificate.
- E. In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copy of GST Registration Certificate.
- F. In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copy of GST Registration Certificate.
- G. In case of Trusts registered under the Indian Trust Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copy of GST Registration Certificate.
- ix) The selected bidder will be required to enter into a formal contract, which will be based on their bid and OIL's Standard Form of Contract.
- x) The Bid Security / Performance Security Money shall not earn any interest.

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xi) Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.

xii) The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers' payment.

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

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

xv) **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.

With regards to this, the bidder has to provide an undertaking also as per the format attached in **PROFORMA-IX**.

xvi) **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6<sup>th</sup> January, 2017 available in OIL's website: [www.oil-india.com](http://www.oil-india.com).

xvii) **The tender will be governed by:**

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Instruction to Bidders

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

Part-I - General Conditions of Contract (GCC)

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

Part-III - Special Conditions of Contract (SCC)

Part-IV - Schedule of company's Plants, Materials and Equipments - **Not Applicable**

Part-V - Safety Measures (SM)

Part-VI - Integrity Pact

Proformas & Drawings

Price Bidding Format

Technical Evaluation Sheet for BEC-BRC & others

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

xix) 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

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Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded under **“Technical Attachment” Tab only**. Bidders to note that no price details should be uploaded in **“Technical Attachment” Tab Page**. Details of prices as per Price Bid format/Priced bid to be uploaded under **“Notes and Attachment” Tab**. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria.

### **SCREEN SHOT:**

On **“EDIT” Mode**, bidders are advised to upload **“Technical Bid”** and **“Priced Bid”** in the respective places as indicated above.

### **Note:**

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

## **8.0 MAINTENANCE OF TOTAL BID VALUE IN THE RESPONSE**

The rates / costs quoted by bidders against the e-tender shall be available for online viewing after price bid opening to those bidders whose price bids have been opened in the system. For tenders where **Detailed Price Information** under **“RFx Information”** Tab Page is **“No price”**, the bidders shall have to enter the **Total Cost (including GST)** as per their price bid in the data field **“Total Bid Value”** under **“RFx Information”** Tab Page in addition to uploading their pricing as per the **“Price Bid format”** under **“Notes & Attachment”** Tab Page.

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The screenshot shows the 'Create RFX Response' interface. At the top, there are tabs: [Submit](#), [Read Only](#), [Print Preview](#), [Check](#), [Technical RFX Response](#), and [Close](#). Below these, a header bar displays: RFX Response Number 60038748, RFX Number 1396, Status In Process, RFX Owner BHARALI, Total Value 0.00 INR, and RFX Response Version Number. A secondary bar contains tabs: **RFX Information**, [Items](#), [Notes and Attachments](#), and [Conditions](#). A third bar has **Basic Data**, [Questions](#), and [Technical Attachments](#). The 'Event Parameters' section includes: Currency: Indian Rupee (dropdown), Detailed Price Information: No Price (dropdown), Terms of Payment: (text field with icon), and Total Bid Value: (text field). Two blue callout boxes provide instructions: one points to 'Detailed Price Information' stating '“Total Bid Value” is mandatory in “No Price” RFX only.', and the other points to 'Total Bid Value' stating '“Total Bid Value” considering all the taxes & duties.'

The Total Amount (inclusive of GST) as entered by the bidders against “Total Bid Value” in their on-line response shall be displayed in the e-tender portal amongst the bidders whose price bids have been opened and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders in 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.

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

Thanking you.

Yours faithfully,  
**OIL INDIA LIMITED**

**SHASHANK KUMAR TRIPATHI**  
**SR. OFFICER - CONTRACTS**  
For **CGM – CONTRACTS**  
For **RESIDENT CHIEF EXECUTIVE**

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

**2.0 BIDDING DOCUMENTS:**

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

- a. A forwarding letter highlighting the following points
  - i Company's IFB No.
  - ii Description of Service
  - iii Bid closing date and time
  - iv Bid opening date, time and place
  - v Bid submission place
  - vi The amount of Performance Guarantee
- b. Instructions to Bidders
- c. BEC/BRC
- d. General Conditions of Contract (GCC): **Part-I**
- e. Schedule of Work, Unit, Quantities (SOQ): **Part- II**
- f. Special Conditions of Contract (SCC): **Part-III**
- g. Schedule of Company's Plants, Materials and Equipments (SCPME): **Part-IV** [Not applicable for this Tender]
- h. Safety Measures (SM): **Part-V**
- i. Integrity Pact: **Part-VI**
- j. Proformas & Drawings
- k. Price Bidding Format (Attached under “**Notes and Attachments**” tab in the main bidding engine of OIL's e-Tender portal).
- l. Technical Evaluation Sheet for BEC-BRC & others

**2.2** The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid without seeking any clarifications.

**3.0 TRANSFERABILITY OF BID DOCUMENTS:**

**3.1** Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.

**3.2** Unsolicited offers will not be considered and will be rejected straightway.

**4.0 AMENDMENT OF BIDDING DOCUMENTS:**

**4.1** At any time prior to the deadline for submission of bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuance of an Addendum.

**4.2** The Addendum will be uploaded in OIL's E-Tender Portal in the Tab “Technical RFx” and 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 as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an official and notarized English translated version, which shall govern for the purpose of bid interpretation.

## **5.2 DOCUMENTS COMPRISING THE BID:**

### **(A) UN-PRICED TECHNO-COMMERCIAL BID:**

- (i) Bid Documents duly filled up as indicated.
- (ii) Complete technical details / specifications of the equipment with catalogue, etc. as per tender requirement.
- (iii) Documentary evidence established in accordance with BEC / BRC part.
- (iv) Statement of Non-Compliance (if any).
- (v) Hard copy of original Bid Security (Only in case of bidder(s) submitting bid security in the form of Bank Guarantee, Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit) should be sent separately to reach **on or before 12.45 p.m. (IST) on the bid closing date failing which the bid shall be rejected.**  
**(Bidders can submit bid security on-line through OIL's electronic Payment Gateway or NEFT or RTGS)**
- (vi) Any other document as per tender requirement (scanned copy). Hard copy(ies) of the same, if called for in the tender, should be sent separately to reach on or before **12.45 p.m. (IST) on the bid closing date failing which the bid shall be rejected.**
- (vii) Integrity Pact

**Note: Please note that no price details should be uploaded in UN-PRICED TECHNO-COMMERCIAL BID under “Technical Attachment” Tab.**

### **(B) PRICED BID:**

The Priced Bid shall contain the rates / prices along with the currency and any other commercial information pertaining to the rates / prices. Bidder shall quote their rates / prices in the “PRICE BIDDING FORMAT” attached under **“Notes and Attachments”** tab in the main bidding engine of OIL's e-Tender portal. The bidder must quote their price as per the attached “PRICE BIDDING FORMAT” under **“Notes and Attachments”** tab. Any other format will not be considered for evaluation.

Bidder must include all liabilities except GST in their quoted rates and indicate the applicable GST percentage separately as per the “PRICE BIDDING FORMAT”. The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except as mentioned in the Bid Document.

The bidder shall also have to enter the **Total Cost (including GST)** as per their price bid in the data field **“Total Bid Value”** under **“RFx Information”** Tab Page in addition to uploading their pricing as per the “Price Bid format” under “Notes & Attachment” Tab Page.

**6.0 PERIOD OF VALIDITY OF BIDS:**

**6.1** The Bid must be valid for **120 (One Hundred Twenty) days** from the actual date of bid closing.

**6.2** 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 (or by Fax). A Bidder granting the request will neither be required nor permitted to modify their bid.

**7.0 FORMAT AND SIGNING OF BID:**

**7.1** The original and all copies of the bid shall be typed or written in indelible inks and shall be signed digitally by the Bidder to bind the Bidder to the contract.

**8.0 SUBMISSION OF BIDS:**

**8.1** The tender is processed under **Single-Stage Two-Bid System**. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proformas (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 are 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 only. Prices to be quoted as per Price Bid Format should be uploaded as attachment in the Attachment link under “Notes & Attachments” Tab under General Data in the e-portal. No price should be given in the “Technical Attachment”, otherwise bid shall be rejected. The priced bid should not be submitted in physical form which shall not be considered.

**8.2** Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.

**8.3** Timely submission of the bids is the responsibility of the Bidder and Bids should be submitted before the bid closing date and time. Company shall not be responsible for any delay.

**8.4** Physical Bid / E-mail / Fax / Telephonic offers will not be accepted.

**8.5** Bidder shall submit the Bid, duly completed in terms of the Bid Document.

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

**9.0 DEADLINE FOR SUBMISSION OF BIDS:**

**9.1** Bids should be submitted on-line up to **11.00 a.m. (IST) (Server Time) on the Bid Closing date** mentioned in the Forwarding Letter. Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid except in condition mentioned in clause 12.1 below. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

**9.2** No bid can be submitted after the submission deadline is reached. The system time displayed on the e-procurement web page shall decide the submission deadline.

**9.3** The documents in physical form must be received by Company at the address specified in the "Forwarding Letter" on or before **12:45 p.m. (IST) on the bid closing date**. Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

**10.0 LATE BIDS:**

**10.1** Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

**11.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

**11.1** Bidders will be permitted by System to withdraw their bid or make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid. But no changes or withdrawal would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

**11.2** No bid can be modified / withdrawn subsequent to the deadline for submission of bids.

**11.3** No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit in full and debar from participation in future tenders, at the sole discretion of the company.

**12.0 EXTENSION OF BID SUBMISSION DATE:**

**12.1** 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.

**13.0 BID OPENING AND EVALUATION:**

**13.1.1** The Technical bid will be opened on scheduled Bid opening date & time in the presence of any attending Bidder(s) or their Authorized Representative, if any. However, an authorized letter (format given in Proforma Section) from the Bidder must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tenders. Only one representative against each Bid will be allowed to attend the bid opening. Attending Bidder(s) & Authorized Representative(s) will have to sign a register evidencing their presence.

**13.1.2** In case of two bid system, after the evaluation of the Technical Bids, the Price Bids of only the techno-commercially acceptable Bidders will be opened. The opening Date and Time will be intimated to the techno-commercially qualified Bidders in due course. Price bids will be opened in the same procedure as mentioned in Para 13.1.1 above.

**13.2** In case it happens to be a bundh / holiday, the tender will be opened on the next working day (except Saturday). Accordingly, Bid Closing Date / time will get extended up to the next working day and time (except Saturday).

**13.3** Bids which have been withdrawn pursuant to Clause 11.0 will not be allowed to be opened by the system. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

**13.4** OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 13.3.

**13.5** To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

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

## **INSTRUCTION TO BIDDERS**

**13.7** 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.

**13.8** 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.

### **14.0 EVALUATION AND COMPARISON OF BIDS:**

**14.1** OIL will evaluate and compare the bids as per Bid Evaluation Criteria (BEC) of the bidding documents.

**14.2** To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted inclusive of all liabilities and GST for the items of Part-II (i.e. schedule of works, units, quantity, rates) of the tender.

**14.3** DISCOUNTS / REBATES: Unconditional discounts / rebates, if any, given in the bid or along with the bid will be considered for evaluation.

**14.4** 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.

**14.5 Conditional bids are liable to be rejected at the discretion of the Company.**

### **15.0 CONTACTING THE COMPANY:**

**15.1** Except as otherwise provided in Clause 14.0 above, no Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 13.5.

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

### **16.0 AWARD CRITERIA:**

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

### **17.0 OIL' S RIGHT TO ACCEPT OR REJECT ANY BID:**

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

### **18.0 NOTIFICATION OF AWARD:**

**18.1** Prior to the expiry of the period of bid validity or extended validity, OIL will notify the successful Bidder in writing by registered letter or by cable or telex or fax

or e-mail (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.

**19.0 SIGNING OF CONTRACT:**

**19.1** The successful bidders(s) shall be notified by the Company of its intention to enter into an Agreement with him/her/them on the basis of his/her/their acceptance of the offer. Such notification shall be treated as a "Letter of Award (LOA)".

**19.2** Within 02 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder(s) will be required to pay an interest free Performance Security by way of irrevocable Bank Guarantee (as per Proforma-VI) issued by any Scheduled Bank in India or Bank Draft or Cashier's Cheque or Banker's Cheque or Fixed Deposit Receipt (Account OIL INDIA LIMITED) or irrevocable Letter of Credit or NEFT or RTGS favouring "OIL INDIA LIMITED" payable at "DULIAJAN". Upon furnishing of the Performance Security, the successful Bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the OIL's Standard forms of agreement.

**19.3** If the bidder submits Performance security in the form of the Bank Guarantee, then the same must be issued by any of the banks as mentioned in Para 19.2 on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker.

**19.4** The performance Security specified above must be valid for **03 (three) months** after the date of expiry of the tenure of the contract including warranty period / defect liability period, if any. The performance security will be discharged by company not later than 30 (thirty) days following its expiry. In the event of any extension of the contract period, bank guarantee should be extended by the contractor by the period equivalent to the extended period.

**19.5** The "Performance Security" will be refunded to the contractor after expiry of the specific period as mentioned in Para 19.4, but 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.

**19.6** Failure of the successful bidders to comply with the conditions as specified in Para 19.2 above would render him / her / them liable for rejection and in turn forfeiture of Bid Security apart from any other actions the Company may take against him / her / them at its sole discretion. The bidder shall be dealt as per the Bidding Policy (available in OIL's website) of Company.

**\*\*\*\*\*End of ITB\*\*\*\*\***

**BID EVALUATION CRITERIA-BID REJECTION CRITERIA****1.0 BID EVALUATION CRITERIA:**

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 Technical Criteria:**

**1.1.1** Bidder must have experience of successfully completing at least one **SIMILAR work** of value **Rs. 1,84,40,000.00 (Rupees One Crore Eighty-Four Lakh Forty Thousand)** only in previous 07 (seven) years reckoned from the original bid closing date with PSUs / Central Government / State Government Organization/Public Limited Company.

OR

Bidder must have experience of successfully executing at least one **SIMILAR WORK** of minimum 02 (two) years' duration with PSUs / Central Govt. / State Govt. Organization/ Department / any other Public Limited Company in previous 07 (seven) years reckoned from the original bid closing date.

**1.1.2** The Bidder must have Dealership / Tie up / MoU with OEM or their authorised service centre/dealer for prime mover of Generating Set viz., MWM for Gas Engine for their back-up service as and when required. Documentary evidence of the same must be submitted along with the Bid.

OR

If the bidder is not OEM or their authorised service centre/dealer of the prime mover viz., MWM Gas Engine, the bidder shall have to submit an *undertaking* along with the technical bid stating that in case of award of Contract, they will get the back-up service from OEM or their authorised service centre/dealer for prime mover (MWM gas engine) as and when required. In addition to the undertaking, the bidder shall have to submit the *back-to-back agreement* with the OEM or their authorised service centre/dealer for prime mover (MWM Gas Engine) along with the bid.

**1.1.3** The contractor has to deploy manpower trained by OEM (MWM) or their authorized dealer for the prime movers' operation / maintenance and shall have to submit an undertaking along with the technical bid mentioning that the manpower trained on the offered engine model by OEM or their authorized dealer will be deployed on award of contract.

**1.1.4** Bidder must have P.F. & ESIC Registration. Documentary evidence for the same should be submitted along with technical bid.

OR

In case bidder does not have P.F. & ESIC Registration at the time of bidding then the bidder shall have to submit an undertaking that they shall get registered with P.F. and ESIC Authority and shall produce the documentary evidence for the same before issue of Work Order by OIL.

**1.1.5** Bidder must submit a notarised undertaking on Non-Judicial Stamp Paper as per **PROFORMA-XI** regarding compliance of Minimum wage, P.F., Bonus & ESIC as per the applicable Acts. Bids submitted without this undertaking will be summarily rejected without assigning any reasons.

**Notes to BEC Clause No. 1.1.1:**

1. “**SIMILAR work**” mentioned above means “Experience of Operation & Maintenance Service of Gas or Diesel Engine driven power plant with synchronization facility. The power plant should comprise of minimum 02 No. generating sets running in parallel, each generator having capacity of 500 KVA or above. Generation Voltage shall be minimum 6.6KV.”

2. If the prospective bidder is executing **SIMILAR work** which is still running and the job executed prior to original bid closing date satisfies the BEC Clause No. 1.1, then such experience will also be taken into consideration provided that the bidder submits relevant document(s) certified by the end user clearly showing the gross value / duration of **SIMILAR work** executed prior to original bid closing date along with Contract documents / work order of the running contract.

3. In case the start date of the requisite experience is prior to the preceding 07 (seven) years’ period reckoned from the original bid closing date but completion is within the preceding 07 (seven) years’ period reckoned from the original bid closing date, then the value / duration of only that part of **SIMILAR Work** will be considered which has been executed within preceding 07 (seven) years’ period reckoned from the original bid closing date. This value / duration should meet the criteria prescribed in the BEC Clause No. 1.1. In such cases, the bidder must submit relevant document(s) certified by the end user or a certificate issued by a practicing Chartered / Cost Accountant Firm (with Membership Number & Firm Registration Number) clearly indicating the value / duration of such experience.

4. If the prospective bidder has executed contract(s) in which **SIMILAR work** is a component, and the value / duration of Similar work executed satisfies the minimum criteria prescribed in the BEC Clause No. 1.1 then such experience will also be taken into consideration provided that the bidder submits the breakup of the works executed under such contract(s)

clearly indicating the value / duration of **SIMILAR work**, which must be certified by the end user.

5. For proof of requisite experience of **SIMILAR work**, self-attested photocopies of following documents must be submitted along with the bid: Contract document / Work order showing details of work supported with Completion Certificate issued by PSUs / Govt. Organisation / Public Limited Companies for the similar work mentioned above confirming the following:

- a. Gross value / duration of work done
- b. Nature of Job done.
- c. Contract start and completion date.

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

## **1.2 Financial Criteria:**

**1.2.1** 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. 61,47,000.00 (Rupees Sixty One Lakh Forty-Seven Thousand)** only.

**1.2.2 Net worth** of bidder must be positive for preceding financial/ accounting year.

**Note:** The Net worth to be considered against above clause 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. 1.2:**

**A.** For proof of Annual Turnover & Net worth any one of the following document 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-I**.

OR

**(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.

**B.** Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that the balance sheet/Financial Statements for the financial year \_\_\_\_\_ have actually not been audited so far, as per format prescribed in **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.

- 1.3** 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.
- 1.4** Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.
- 1.5** If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 1.6** The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, 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/parameter, as the case may be.
- 1.7** **Price Bids of techno-commercially qualified bidders will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and GST as per the PRICE BID FORMAT.**

- 1.8** Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to the L-1 bidder.
- 1.9** The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.
- 1.10** 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.
- 1.11** 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.

**2.0 BID REJECTION CRITERIA (BRC):**

- 2.1** The bids are to be submitted in **Single-Stage Two-Bid system** i.e. Un-priced Techno-Commercial Bid and Price Bid together. 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.
- 2.3** Bid security shall be furnished as a part of the Techno Commercial Un-priced Bid. The amount of bid security should be as specified in the forwarding letter. Any bid not accompanied by a proper bid security will be rejected.

**Note:** In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum **150 days** from the date of Technical bid opening.

For availing EMD exemption, the interested MSE Bidders must ensure that their technical offer must include a valid copy of relevant MSE Certificate issued by appropriate authority. If the technical offer does not include a valid copy of relevant MSE Certificate, then the Bid without EMD shall be rejected. The **Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020** issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES is also applicable for this tender.

- 2.4** Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable. Bid made by parties who have not submitted the requisite tender fees will be rejected.
- 2.5** Any bid received in the form of Physical document / Telex / Cable/Fax/E-mail 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 initialled 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** Bids are invited under **Single Stage Two Bid System**. Bidders must submit both "Technical" and "Price" Bids in electronic form through online OIL's e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications of the tender under "Technical Attachment" Tab and the **Priced Bid as per the PRICE BID FORMAT attached under "Notes and Attachments."**
- 2.10** 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)** EMD / Bid Bond
  - (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

- 2.11** 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.
- 2.12** Bid received with validity of offer less than **120 (one hundred twenty) days** from the date of Technical Bid opening will be rejected.
- 2.13** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **Part-VI** of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the 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.

### **3.0 GENERAL:**

- 3.1** 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.
- 3.2** Bidders should provide self-attested copies of GST Registration Certificate, PAN Card, ESIC registration (if applicable), P.F. Registration Number OR Declaration (Declaration by applicant that provisions of Provident Fund Act are not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder (Applicant). In case successful bidder doesn't have P.F. Code at the time of bidding and PF Act is applicable on him/her, the same has to be provided by him/her before signing of contract agreement and issue of Work Order by OIL.
- 3.3** To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC-BRC also and such clarifications fulfilling the BEC-BRC clauses in toto must be received or before the deadline given by the company, failing which the offer will be 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.
- 3.4** 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.

- 3.5** 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.
- 3.6** 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.
- 3.7** The originals of such documents furnished by bidder(s) shall have to be produced by bidder(s) to OIL as and when asked for.
- 4.0** **CHECKLIST FOR BEC-BRC:** Enclosed as ***TECHNICAL EVALUATION SHEET***. To be submitted along with the technical bid.

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

**GENERAL CONDITIONS OF CONTRACT (GCC)**

**A. DEFINITIONS:** In the contract, the following terms shall be interpreted as indicated:

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

**WITNESSETH:**

**1.0** a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract in **Field Engineering Department**.

b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.

c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.

**2.0** The contractor shall provide all labour, supervision and transport and such specified materials described in part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

**3.0** The Company's Engineer shall have power to:

a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.

b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.

c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.

d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

e) Order deviations in Part-II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed.

**4.0** The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II if so ordered by the company at the same rates, terms and conditions.

**5.0** The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if

Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

**6.0** The Contractor hereby 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's Compensation Act, 1923.
- iv) The Payment of wages Act, 1936.
- 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.
- xi) GST Act.
- xii) Assam Professional Trades, Callings and Employment Taxation Act, 1947 and its Rules as amended

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

**7.0** The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.

**8.0** The duration of the contract shall be for a period of **03 (three) years** from the date of issue of work order. The Contract shall have a provision of extension for another 01 (one) year at the same terms & conditions at mutually agreed rates limited to original contract rates at discretion of OIL. The mobilization period shall be for a period of **02 (two) weeks** from the date of issue of work order. The Contractor must complete the work abiding by the time frame as mentioned in PART – III (SPECIAL CONDITIONS OF CONTRACT: SCC) within the contract period. In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and/or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

**9.0** In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots, or in any agitation prejudicial to the Company's interest and any such even taking shape or form at any place of the Company's works or and its neighborhood.

**10.0** The total estimated Contract Price as indicated in Schedule of work, quantities & rates - Part II of this Contract is inclusive of all statutory liabilities viz. Corporate Income Tax, Personal Tax, etc. and GST. The Company shall pay the

Contractor only for actual work done at the all-inclusive rates set down in Part-II of this Contract.

Payment will be made, not often than monthly, up to **100%** of the value of work done. Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

**Note:** All Invoices are to be sent to the following address:

General Manager – Field Engineering (HoD)  
Oil India Limited,  
P.O. Duliajan-786602  
Dist. Dibrugarh, Assam.

**11.0** The contractor employing **20 (twenty)** or more workmen on any day preceding 12 months shall be required to obtain requisite license at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.

**12.0** The Contractor will not be allowed to construct any structure (for storage/housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.

**13.0** The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with regulation 89(a) and 89(b) in the Oil Mines Regulations 1984. The Company's representative shall not allow/accept those men who are not provided with the same.

**14.0** The Contractor shall deploy local persons in all works.

**15.0** The Contractor shall not engage minor labour below 18 (eighteen) years of age under any circumstances.

**16.0** The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act (Latest editions).

**17.0 GENERAL OBLIGATIONS OF COMPANY:**

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

- i) Pay the Contractors in accordance with terms and conditions of the contract.
- ii) Allow access to Contractors and their personnel, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

**18.0 SPECIAL CONDITIONS:**

- a) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.
- b) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various

Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to applicable P.F. Contribution.

## **19.0 ARBITRATION:**

### **19.1 ARBITRATION (APPLICABLE FOR SUPPLIERS/CONTRACTORS OTHER THAN PSU)**

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

a) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 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.

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

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

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

d) Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.

e) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

f) Parties agree that neither shall be entitled for any pre-reference or pendentite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

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

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

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

h) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.

i) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

j) The Arbitration shall be held at **Duliajan, Assam**. However, parties to the contract can agree for a different place for the convenience of all concerned.

k) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

l) 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.

## **19.2 ARBITRATION (APPLICABLE IN CASE OF CONTRACT AWARDED ON PUBLIC SECTOR ENTERPRISE):**

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

the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

The venue of all arbitrations under both 19.1 & 19.2 will be **Duliajan, Assam**. The award made in pursuance thereof shall be binding on the parties.

**20.0 FORCE MAJEURE:**

**20.1** In the event of either party being rendered unable by 'Force majeure' to perform any obligations required to be performed by them under the contract the relative obligations of the party affected by such 'Force Majeure' shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term 'Force Majeure' as employed herein shall mean acts of God, earthquake, war (declared/undeclared) revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions, and acts and regulations of respective Govt. of the two parties, namely the Company and the contractor.

**20.2** Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

Time for performance of the relative obligations suspended by the force majeure shall then extended by the period for which such cause lasts.

**20.3** Should 'force majeure' condition as stated above occurs and should the same be notified within Seventy-Two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

**21.0 TERMINATION:**

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

**21.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 20.0 above.

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

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

**21.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and/or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.

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

**21.7** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 21.1 to 21.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination including the De-mob cost, if any.

**22.0 CONSEQUENCES OF TERMINATION:**

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

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

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

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

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

**24.0** 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.

**25.0 SET OFF CLAUSE:**

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

**26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

The information and documents furnished by the bidder/contractor in respect of the subject tender/contract are expected 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.

**27.0 PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES:**

Action against erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be as per OIL's Banning Policy dated 6<sup>th</sup> January, 2017 available in OIL's website [www.oil-india.com](http://www.oil-india.com).

**28.0 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.

**29.0 SUBCONTRACTING:**

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

**30.0 MISCELLANEOUS PROVISIONS:**

Contractors shall conform in all respects with the provisions of any Statute, Ordinance of Law 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 OIL indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or byelaw.

**31.0 LIABILITY:**

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

**31.2** Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its contractors or 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.

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

**31.4** 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.

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

**31.6** Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever or 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.

**31.7** 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.

**31.8** The Company hereby further agrees to waive its right of recourse and 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 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.

**31.9 LIMITATION OF LIABILITY**

Notwithstanding any other provisions except only in cases of willful misconduct and/or criminal acts,

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

**(b)** Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

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.

**32.0 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.

**33.0 INDEMNITY AGREEMENT:**

**33.1** 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 subcontractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

**33.2** 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, Contractor and subcontractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

**34.0 APPLICABLE LAW:**

**34.1** This Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated at Dibrugarh in Assam.

**34.2** The Bidders shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable for performing under this Contract.

**35.0 TAXES:**

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

**36.0 SUBSEQUENTLY ENACTED LAWS:**

**36.1** In the event of introduction of any new legislation or any change or 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, (other than personnel and Corporate taxes), duties, 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.

**36.2** 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.

**36.3** 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.

**36.4** Notwithstanding the provision contained in clause 36.1 to 36.2 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, Excise Duty and Service Tax in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc. of the CONTRACTOR.

**36.5** In order to ascertain the net impact of the revisions/enactment of various provisions of taxes / duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:

- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and service tax amount.
- ii. Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.

### **37.0 GOODS AND SERVICES TAX:**

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

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

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

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

**37.4** 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. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods /Services (Service

Provider) only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of **GST**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

**37.4.1** Bidder should also mention the **Harmonised System of Nomenclature** (HSN) and **Service Accounting Codes (SAC)** at the designated place in SOR.

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

**37.5.1** OIL will reimburse the **GST** to the Supplier of Goods / Services (Service Provider) at actuals 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.

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

**37.6 Where the OIL is not entitled to avail/take the full Input Tax Credit of GST:**

**37.6.1** OIL will reimburse **GST** to the Supplier of Goods / Services (Service Provider) at actuals 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.

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

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

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

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

**37.10** **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/vendor but will be directly deposited to the government by OIL.

**37.11** Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is /liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not

attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.

**37.12** Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of 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.

**37.13** TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.

**37.14** The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.

**37.15** 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.

**37.16** 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.

**37.17** Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of GST shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in GST.

**37.18** 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.

**37.19** GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

**37.20** 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 substantiate the rate as applicable on the Bid due date and on the date of revision.

Beyond the contract period, in case OIL is not entitled for input tax credit of **GST**, then any increase in the rate of **GST** beyond the contractual delivery period shall be

to Service provider's account whereas any decrease in the rate **GST** shall be passed on to the OIL.

Beyond the contract period, in case OIL is entitled for input tax credit of **GST**, then statutory variation in applicable **GST** on supply and on incidental services, shall be to OIL's account.

Claim for payment of **GST**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST**, otherwise claim in respect of above shall not be entertained for payment of arrears.

The base date for the purpose of applying statutory variation shall be the Bid Opening Date.

**37.21** 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.

**37.22** 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.

**37.23** 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.

**37.24** 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 liveable 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.

**37.25 Documentation requirement for GST:**

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

Any invoice issued shall contain the following particulars:

- a. Name, address and GSTIN of the supplier;
- b. Serial number of the invoice;
- c. Date of issue;

- d. Name, address and GSTIN or UIN, if registered of the recipient;  
Note: OIL GSTIN numbers are as follows:  
Assam: 18AAACO2352C1ZW  
Arunachal Pradesh: 12AAACO2352C1Z8
- 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

- (i) The original copy being marked as ORIGINAL FOR RECIPIENT;
- (ii) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- (iii) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

### **37.26 ANTI-PROFITEERING CLAUSE:**

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

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

### **38.0 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:

- a. For non-completion of jobs.
- b. Contractor's indebtedness arising out of execution of this Contract.
- c. Defective work not remedied by Contractor.
- d. Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e. Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings withheld from wages etc.
- f. Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g. Damage to another Contractor of Company.
- h. All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i. Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

Withholding will also be effected on account of the following:

- i Order issued by a Court of Law in India.
- ii Income-tax deductible at source according to law prevalent from time to time in the country.
- iii Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
- iv Any payment due from Contractor in respect of unauthorized imports.  
When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so with-hold.

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

### **39.0 PERFORMANCE SECURITY:**

The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract.

**Note:** If the performance security is submitted in the form of bank guarantee then in the event of extension of the contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

**40.0 NOTICES:**

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

**Company**

a) **For contractual matters**

GM-Contracts (HoD)  
OIL INDIA LIMITED  
PO DULIAJAN - 786602  
ASSAM, INDIA  
Phone No. 91-374-2808650  
Email: [contracts@oilindia.in](mailto:contracts@oilindia.in)

b) **For technical matters**

GM-Field Engineering (HoD)  
OIL INDIA LIMITED  
PO DULIAJAN - 786602,  
ASSAM, INDIA  
Email: [parthadutta@oilindia.in](mailto:parthadutta@oilindia.in)

**Contractor**

\_\_\_\_\_  
\_\_\_\_\_  
Phone No.:

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

**\*\*\*\*\*End of GCC\*\*\*\*\***

(SOQ) Schedule of Work, Unit and Quantity			
Item No.	Description of Services	UOM	Quantity
10	<b>Operation &amp; daily maintenance charge</b>	Day	1,095.00
20	<b>Schedule E30 charges</b>	Number	12.00
30	<b>Schedule E40 charges</b>	Number	9.00
40	<b>Schedule E45 charges</b>	Number	3.00
50	<b>Schedule E50 charges</b>	Number	3.00
60	<b>Maint. 6.6 KV Elect. Panels :</b> Annual Maintenance of the 6.6 KV Electrical Panels, 6.6kV VCB Panels, PT panel, NIS panel and Busbar Section etc. Item covers planned annual maintenance of the 6.6kV Generator incomer vacuum circuit breakers (VCBs), Bus coupler VCBs, 6.6 kV VCB feeders/incomers, 6.6kV PT panels, 6.6kV Neutral Isolator Switch (NIS) panels and 6.6kV busbar sections. Each busbar section / 6.6 kV VCB panel / 6.6kV panel compartment complete with protection relay, metering, etc. shall be considered as one unit/identical unit for measurement/billing purpose.	Number	90.00
70	<b>Maint. GEG Aux. PMCC Panels:</b> Annual maintenance of GEG Aux. PMCC Panels. Item covers planned annual maintenance of Aux PMCC Panel of each gas engine driven generator unit.	Number	9.00
80	<b>Maint. Common Aux. PMCC Panel:</b> Annual maintenance of common Aux. PMCC Panel. Item covers planned annual maintenance of LT Auxiliary PMCC Panel common to all the Gas Engine Generator Units.	Number	3.00
90	<b>Maint. Transformer, NGR, Bat. Charger et:</b> Annual Maintenance of Isolation Transformers, NGRs, Battery Chargers, Battery Banks, AC DB, DC DB, GEG Control & Synchronisation Panel : Annual planned maintenance of the dry type 250kVA Isolation Transformers, Neutral Grounding Resistance (NGR) units, Battery Chargers, Battery Banks, AC Distribution Boards (AC DB), DC DB, GEG Control & Synchronisation Panel. Any of these electrical equipment separately shall be considered as one unit/identical unit for measurement/billing purpose.	Number	60.00
100	<b>Maint. 1250kVA oil type transformer:</b> Annual Maintenance of the 1250kVA, 6.6kV/415V Oil type Transformers Annual planned maintenance of the 2 nos. 1215kVA, 6.6kV/415V oil type transformers in the power house switchgear room. Each transformer will be considered as one unit for measurement / billing purpose.	Number	6.00
110	<b>Maint. LT Elect. Panel in ETP Area:</b> Annual Maintenance of the 1000kVA, 6.6kV/415V Dry Type Transformers in the ETP Area Annual planned maintenance of the 2 nos. 1000kVA, 6.6kV/433V, 3 phase, Voltamp make dry type transformers at electrical sub-station in the ETP area. Each transformer will be considered as one unit for measurement / billing purpose.	Number	6.00
120	<b>Maint. LT Elect. Panel in ETP Area:</b> Annual Maintenance of the LT Electrical Panel in the ETP Area Annual planned maintenance of the complete LT electrical panel consisting of 2 nos. 2000Amp ACBs (incomers), 1 nos. 2000Amp ACB (bus coupler), 6 nos. 1600Amp ACBs (o/g feeders), 4 nos. 400Amp MCCB feeders, 2 nos. 250Amp MCCB feeders, 1 no. 63A MCCB feeder etc. Location of the panel : Electrical Sub-station in the ETP area, at the secondary side of 1000kVA, 6.6kV/415V dry type transformers.	Number	3.00
130	<b>HY Maint. of Earthing systems:</b> Half yearly checking, maintenance, measurement, marking of the measured values etc. for the entire earthing systems of the power plant and electrical sub-stations.	Number	6.00
140	<b>Maint. of Split AC units (1.5 Ton each):</b> Annual Servicing / maintenance of the split air conditioners (1.5Ton) Contractor shall enter into an Annual Maintenance Contract (AMC) with the OEM of the 4 nos. 1.5 ton Split Air Conditioners (AC) available in the control room of the power plant towards smooth continuous operation of the ACs, within 2 months of award of the contract. Periodic preventive maintenance shall be carried out on regular intervals through competent technician from the OEM. In case of any breakdown at any point of time, the same should be rectified within 72 Hrs. AMC should cover all the required spares for O&M of the ACs. All the 4 nos. ACs together will be considered as one unit for measurement / billing purpose. Billing shall be done after completion of each periodic maintenance through AMC.	Number	12.00
150	<b>Maint. of UPS (2 nos. 3kVA):</b> AMC of the UPS systems (2 Nos. 3 kVA) Contractor shall enter into an comprehensive Annual Maintenance Contract (AMC) with the OEM (Hitachi Hi-Rel) for the maintenance of 2 nos. 3kVA UPS to ensure smooth continuous operation of the UPS systems within 2 months of award of the contract. Quarterly preventive maintenance shall be carried out through competent technician from the OEM. In case of any breakdown at any point of time, the same should be rectified within 24 Hrs. AMC should cover all the required spares for O&M of the UPS systems. All the 2 nos. UPS systems together will be considered as one unit for measurement / billing purpose. Billing shall be done after completion of each quarterly maintenance through AMC.	Number	12.00
160	<b>Inspection, testing of instrumentations</b>	Number	12.00
170	<b>Load Testing of EOT Crane</b>	Number	6.00
180	<b>Testing of Pressure Vessels</b>	Number	3.00
<b>Notes:</b>			
1. The rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab.			
2. Mobilization Period: <b>02 (two) weeks</b> from the date of issue of work order.			
3. Tenure of Agreement: <b>03 (three) years</b> from the date of issue of work order. Note: The Contract shall have a provision of extension for another <b>01 (one) year</b> at the same terms & conditions at mutually agreed rates limited to original contract rates at discretion of OIL.			
4. The quantity mentioned is purely for evaluation purpose only. However, payment shall be made on actuals.			
5. Details of Each Line Items are provided in the Clause 2.0 of SCC (Part-III of Tender Document).			

**SPECIAL TERMS & CONDITIONS & SCOPE OF WORK**

**A. TERM OF O&M CONTRACT:**

The contractor shall be responsible for Comprehensive Operation and Maintenance of the 4.5 MW (3x1.5 MW) GEG power plant for a period of 03 (Three) years from the date of issue of Work Order.

**B. BATTERY LIMIT:**

The battery limit for contractor during the period of O&M contract shall cover complete 4.5 MW (3x1.5 MW) GEG plant and its 6.6 KV sub-station.

The contractor shall be responsible for arranging Tool & tackles at his own cost and purchase and stock a portion of spare parts (which will be finalized after discussion with OIL) required for keeping the 4.5 MW power plant operational (for 24x7 for the entire period), schedule and preventive maintenance, breakdown unscheduled maintenance, overhauling of the equipment, maintaining log sheets/record for operational detail, deployment of staff for continuous operations and qualified engineer for supervision of O&M work. OIL shall not pay any other amount except the agreed O&M charges.

**C. SCOPE OF WORK:**

Operation and Maintenance of 4.5 MW (3 x 1.5 MW) capacity gas engine driven generating sets with Synchronization & paralleling function commissioned in July 2017, on contractual basis, at the Power House Facility set up at the premises of Pump Station-11, Tengakhat, to cater to the captive power requirements of the Pump Station-11, Intermediate Tank farm (ITF) Complex, Tengakhat OCS, Tengakhat GCS and Effluent Treatment Plant (ETP).

Brief description of the major equipment of the power plant is attached as **ANNEXURE-I.**

For convenience, the scope of work has been segregated into two parts:

- i. Round the clock operation of 4.5 MW (3 x 1.5 MW) capacity gas engine driven power plant with Synchronization & paralleling function.

- ii. Maintenance of 4.5 MW (3 x 1.5 MW) capacity gas engine driven power plant with Synchronization & paralleling function and the 140 KVA DG set for black starting.

Details of the scopes are mentioned as SOQ below:

**1.0 Schedule of Quantity (SOQ):**

<b>Service Line Item No.</b>	<b>Brief Description of the Service</b>	<b>Unit</b>	<b>Qty for 3 yrs</b>
10	Operation & Maintenance ( daily & un-schedule) charges of the Power House & nearby Electrical Sub-Stations	Days	1095
20	Scheduled Maintenance of the GEG set (E30)	Nos.	12
30	Scheduled Maintenance of the GEG set (E40)	Nos.	9
40	Scheduled Maintenance of the GEG set (E45)	Nos.	3
50	Scheduled Maintenance of the GEG set (E50)	Nos.	3
60	Yearly Maintenance of the 6.6 KV Panel, 6.6 KV Panel, PT panel, NIS panel etc.	Nos.	90
70	Annual maintenance of GEG Aux PMCC Panels	Nos.	9
80	Annual maintenance of common Aux PMCC Panel	Nos.	3
90	Annual Maintenance of Isolation Transformers, NGRs, Battery Chargers, Battery Banks, AC DB, DC DB, GEG Control & Synchronisation Panel	Nos.	60
100	Annual Maintenance of the 1250KVA, 66KV/415V Oil type Transformer (2 Nos.)	Nos.	6
110	Annual Maintenance of the 1000KVA, 66KV/415V Dry type Transformer (2 Nos.) in the ETP Area	Nos.	6
120	Annual Maintenance of the LT Electrical Panel in the ETP Area	Nos.	3
130	Half yearly checking, maintenance, measurement and marking of measured values etc. for the entire earthing systems of the power plant and Sub-Stations	Nos.	6
140	Annual Servicing / maintenance of the split air conditioners (1.5Ton)	Nos.	12
150	AMC of the UPS systems (2 Nos. 3 KVA)	Nos.	12
160	Inspection, testing, calibration of all the instrumentations, sensors, meters	Nos.	12
170	Load Testing of EOT Crane with accessories	Nos.	6
180	Hydro Testing of Pressure Vessels (Air receivers) with accessories	Nos.	3

**2.0** Details of the works to be done against each service line item of the SOQ:

**2.1. Service Line Item No. 10:** Daily Operation & Maintenance of the power plant:  
The scope of work against this line item has been classified into three parts:

2.1.1. Round The Clock Operation:

- i. Round the clock Operation of the GEG packages according to OEM operating instructions/ prudent industry practices and in accordance with the O&M manuals in minimum three (3) shifts of eight (8) hours duration each.
- ii. Recording equipment parameters / data on log sheets [formats of which shall be approved by Engineer - in charge of OIL], carrying out necessary checks provided in the checklist. Maintaining records and submits daily/weekly/monthly reports about the performance of Power Plant and regular operating checks.
- iii. Round the clock monitoring and operation and maintenance as required for trouble free and safe operation of the power plant on three shifts basis to ensure uninterrupted and quality power supply from the power plant.
- iv. Carry out electrical operations like switching on/ off for motors / breakers/ MCCBs etc. or other electrical operation job like connection / disconnection of electrical equipment etc. as required for the safe operation of the plant and electrical switchgear.
- v. Carry out mechanical operations like closing and opening of valves (water/ gas/ air / Lube oil) etc. or other mechanical operation job like checking of pressure/ temperatures/ detecting leakages etc. as required for the safe operation of the plant.
- vi. The contractor personals shall diagnose variations in important critical parameters and shall take corrective measures / actions.
- vii. Recording of equipment parameters / data on log sheets [Log Sheets formats shall be approved by OIL's Engineer and such formats can be changed time to time as per OEM recommendations and OIL's operational requirements].
- viii. Carry out necessary operational checks provided in the operational checklist [Check List formats shall be approved by OIL's Engineer and such formats can be changed time to time as per OEM recommendations and operational requirements].

- ix. Assisting maintenance personnel as and when required during trouble shooting and during execution of scheduled / unscheduled maintenance programs.
- x. Reporting of any abnormal equipment behavior that needs the attention of maintenance personnel.
- xi. Maintaining all operational and maintenance records and everyday logging of all the critical parameters of equipment in EHR, hours run and any specific maintenance / repairs carried out including material / spares consumed.
- xii. Generate regular/ special operational reports as and when required.
- xiii. Assisting maintenance personnel as and when required during trouble shooting and executing scheduled / unscheduled maintenance works. The operating personnel on duty should be competent enough to detect and rectify defects that may arise during the operation of equipment.
- xiv. Reporting of any abnormal equipment behavior that needs the attention of maintenance personnel to Engineer - in - charge, OIL, as soon an occurrence is noticed as well as intimating Engineer-in-charge, OIL once such faults are rectified.
- xv. Any other operational related services as required for O&M of the plant as per OIL Engineer's instructions.
- xvi. As part of daily operations, operators should ensure display of all statutory warnings, Signage (ex. shock treatment chart etc.), marking/identification of the electrical feeders, electrical single line diagram (SLD), Earthing layout etc. in the power plant.

2.1.2. Daily Maintenance:

- i. Keep continuous vigil on the condition of running/ standby equipment.
- ii. Carry out Preventive maintenance of all the equipment as per maintenance schedule.
- iii. Schedule, preventive, predictive maintenance shall normally be carried out during daytime in general shift.
- iv. Maintenance personnel engaged by the contractor on daily basis on general shift shall carry out scheduled maintenance of all the equipment of the power plant.

- v. Only the major / significant maintenance works are separately listed in the SOQ. Apart from these, all other maintenance works essential in different equipment on daily/time to time basis for the smooth plant operation shall be done the contractor under this common line item.
- vi. Any other maintenance related services as per OIL Engineer's instructions.
- vii. No modification without prior approval from OIL will be allowed in the gas line circuits, lube oil circuits, cooling water circuits, control circuits and electrical power circuits etc.
- viii. Contractor shall perform the work in accordance with good and safe practices prevailing in the industry taking precautions necessary to protect the equipment, contractor's personnel, Owner and their employees and any third party at the site, and shall comply with all safety requirements as notified to contractor by Owner in writing.

2.1.3. Unplanned Breakdown Maintenance:

- i. The contractor should ensure all time satisfactory working conditions of the equipment included in the service contract. In case of unscheduled breakdown of equipment at any point of time, the contractor should ensure minimum downtime of equipment by mobilizing his team and resources and responding immediately to such unscheduled breakdown and see to it that, production/ generation losses are not accrued on account of such breakdowns.
- ii. Plant O&M personnel shall attend all breakdown/ malfunctioning reports immediately.
- iii. In order to ensure the availability of spares, the contractor shall recommend the necessary spare parts and consumables with approved quantity as per OEM, to be stored by OIL. In addition to above, if any maintenance/ repair demand any un-anticipated spares, contractor shall assist in all the possible way to OIL to arrange them at the earliest to reduce the downtime.
- iv. Against each breakdown, a suitable report shall be generated and communicated to OIL. Updating breakdown register is contractor's responsibility.

Note: Checklist for Operation & Maintenance personnel is attached as **ANNEXURE-II**.

**2.2. Service Line Item No. 20 through 50 (MWM Engines Scheduled Maintenance- E30, E40, E45 and E50):**

The contractor has to performed MWM Engines Scheduled Maintenance jobs (E30, E40, E45 and E50) as per OEM's recommendations and Maintenance Schedule.

Detail of the schedule maintenance is attached as **ANNEXURE-III.**

2.2.1 The contractor will coordinate (liaise) with all the OEMs of the installed systems/ subsystems of GEG package for resolving any technical issues and also to ensure uninterrupted supply of spares/ services etc.

2.2.3 In order to ensure the availability of spares, the contractor shall recommend the necessary spare parts and consumables with approved quantity as per OEM, to be stored by OIL. In addition to above, if any maintenance/ repair demand any un-anticipated spares, contractor shall assist in all the possible way to OIL to arrange them at the earliest to reduce the downtime.

2.2.4 Contractor will have to keep all the tools required for maintenance jobs including specialized maintenance tools. These tools shall be always available at the power plant.

2.2.5 Preparing and submitting the detail report after each maintenance.

**Details of Electrical Operation & Maintenance Works:**

- Scope of the electrical operation & maintenance (O&M) under this contract covers all the works pertaining to the electrical domain which is are required (1) for smooth operation of the power plant & electrical sub-stations within the scope of the contract and (2) to comply all the applicable statutes, rules, regulations and standards.
- Any electrical O&M activities not spelt out specifically in the schedule of quantity (SOQ) but essential for smooth operation / as per statute / rules / regulation / standard etc. shall be treated as covered within the scope of service line item no. 10 i.e. 'Daily operation and maintenance'
- Scheduled maintenances listed in the SOQ (line item no. 60 to 150) shall be carried out with proper planning to ensure completion of the same within stipulated time in consultation with OIL's concerned electrical engineer.

- Operation, maintenances, inspection, and preservation of electrical equipment in the power plant shall be carried out fulfilling requirements of the following OISD Standards. Details of maintenances against different electrical equipment mentioned hereunder are indicative only; in case of any contradiction the respective OISD standard will prevail. Anything which is not covered by these OISD standards will be addressed in due course of time jointly by OIL and the O&M contractor following the best industry practices, OEM's guidelines and available Indian / international standards.

OISD-RP-110 : Recommended Practices on Static Electricity

OISD-STD-113 : Classification of Area for Electrical Installations at Hydrocarbon Processing & Handling Facilities

OISD-STD-137 : Inspection of Electrical Equipment

OISD-RP-146 : Preservation of idle electrical equipment

OISD-RP-147 : Inspection & safe practices during electrical installations

OISD-RP-148 : Inspection & safe practices during overhauling electrical equipment

OISD-RP-149 : Design aspects for safety in electrical systems

OISD-STD-173 : Fire Prevention and Protection System for Electrical Installations

OISD-STD-234 : Electrical Safety in Onshore Production Installations in E&P Sector

### **2.3. Service Line Item No. 60**

**Maint. 6.6 KV Elect. Panels:** Item covers planned annual maintenance of the 6.6kV Generator incomer vacuum circuit breakers (VCBs), Bus coupler VCBs, 6.6 kV VCB feeders/incomers, 6.6kV PT panels, 6.6kV Neutral Isolator Switch (NIS) panels and 6.6kV bus bar sections. Each bus bar section / 6.6 kV VCB panel / 6.6kV panel compartment complete with protection relay, metering, etc. shall be considered as one unit/identical unit for measurement/billing purpose.

The indicative list of maintenance works which are to be carried out once in a year with proper planning & preparation:

- i) Thorough cleaning of all the panel components
- ii) Functionality checking of all the VCB components, panel components and corrective actions as required.
- iii) Testing and adjustment of VCB trolley as per OEM's manual.
- iv) Testing of Insulation Resistance (IR) values.
- v) Testing of Vacuum bottles.
- vi) Testing of protection relays by suitable relay testing kit.
- vii) Replacement of the worn-out / faulty components

- viii) Bus bar inspection, measurement of IR values and corrective action / preventive maintenances.
- ix) Any other maintenance works as required / as per advice of OIL's Electrical Engineer.
- x) Updating the Equipment History Records (EHR).

**2.4. Service Line Item No. 70:**

**Maint. GEG Aux. PMCC Panels:** Item covers planned annual maintenance of Aux PMCC Panel of each Gas Engine Generator Units.

The indicative list of maintenance works which are to be carried out once in a year with proper planning & preparation:

- i) Thorough cleaning of all the panel compartments & components.
- ii) Functionality checking of all the MCCB / ACB / MCB / Contactor / Relays etc. available in the PMCC panel.
- iii) Testing of the protection relays.
- iv) Testing of Insulation Resistance (IR) values.
- v) Replacement of faulty / defective / worn-out components
- vi) Bus bar inspection, measurement of IR values and corrective action.
- vii) Checking & Tightening of all the electrical connections, terminals etc. in the PMCC Panel.
- viii) Checking of indication lamps, indicators etc and replacement of the defective ones.
- ix) Any other maintenance works as required / as per advice of OIL's Electrical Engineer.
- x) Updating the Equipment History Records (EHR).

**2.5. Service Line Item No. 80:**

**Maint. Common Aux. PMCC Panel:** Item covers planned annual maintenance of LT Auxiliary PMCC Panel common to all the Gas Engine Generator Units.

The indicative list of maintenance works which are to be carried out once in a year with proper planning & preparation:

- i) Thorough cleaning of all the panel compartments & components.
- ii) Functionality checking and preventive maintenance of all the Air Circuit Breakers (ACBs) / MCCB / MCB / Contactor / Relays etc. available in the PMCC panel.
- iii) Testing of the protection relays and control circuits.
- iv) Testing of Insulation Resistance (IR) values.
- v) Replacement of faulty / defective / worn-out components

- vi) Bus bar inspection, measurement of IR values and corrective action / preventive maintenances.
- vii) Checking & Tightening of all the electrical connections, terminals etc. in the PMCC Panel.
- viii) Checking of indication lamps, indicators, TNC switch etc. and replacement of the defective ones.
- ix) Any other maintenance works as required / as per advice of OIL's Electrical Engineer.
- x) Updating the Equipment History Records (EHR).

**2.6. Service Line Item No. 90:**

**Maint. Transformer, NGR, Bat. Charger etc.:** Annual planned maintenance of the dry type 250kVA Isolation Transformers, Neutral Grounding Resistance (NGR) units, Battery Chargers, Battery Banks, AC Distribution Boards (AC-DB), DC-DB, GEG Control & Synchronisation Panel. Any of these electrical equipment separately shall be considered as one unit/identical unit for measurement/billing purpose.

The indicative list of maintenance works which are to be carried out once in a year with proper planning & preparation:

- i) Thorough cleaning and inspection of the respective equipment
- ii) Functionality checking and corrective action.
- iii) Testing of Insulation Resistance (IR) values.
- iv) Replacement of faulty / defective / worn-out components.
- v) Checking & tightening of all the electrical connections.
- vi) Any other maintenance works as required / as per advice of OIL's Electrical Engineer.
- vii) Updating the Equipment History Records (EHR).

**2.7. Service Line Item No. 100:**

**Maint. 1250kVA oil type transformer:** Annual planned maintenance of the 2 nos. 1250kVA, 6.6kV/415V oil type transformers in the power house switchgear room. Each transformer will be considered as one unit for measurement / billing purpose.

The indicative list of maintenance works which are to be carried out once in a year with proper planning & preparation:

- i) Thorough cleaning and inspection of the complete 1250kVA transformer.
- ii) BDV testing of the transformer oil and necessary corrective action as required based on test result.
- iii) Testing of Insulation Resistance (IR) values.

- iv) Top up of the transformer oil as required.
- v) Inspection of all the insulators, bushings etc. at primary and secondary side.
- vi) Inspection, cleaning, checking & tightening of all the electrical connections
- vii) Inspection, cleaning, checking and corrective action to all the joints at the primary & secondary side (bus ducts, cable etc.) of the transformer.
- viii) Inspection, cleaning and testing of the NGR connected at the transformer neutral.
- ix) Inspection, corrective action, tightening etc. as required to all the transformer earthing connections.
- x) Inspection and necessary corrective action to all the transformer protection systems (buchholz relay, RTD etc.) including inspection of marshalling box & its components.
- xi) Any other maintenance works as required / as per advice of OIL's Electrical Engineer.
- xii) Updating the Equipment History Records (EHR).

**2.8. Service Line Item No. 110:**

**Maint. 1000kVA dry type transformer:** Annual planned maintenance of the 2 nos. 1000kVA, 6.6kV/433V, 3 phase, Volt amp make dry type transformers at electrical sub-station in the ETP area. Each transformer will be considered as one unit for measurement / billing purpose.

The indicative list of maintenance works which are to be carried out once in a year with proper planning & preparation:

- i) Thorough cleaning and inspection of the complete 1000kVA transformer.
- ii) Testing of Insulation Resistance (IR) values.
- iii) Inspection of all the insulators, bushings etc. at primary and secondary side.
- iv) Inspection, cleaning, checking & tightening of all the electrical connections.
- v) Inspection, cleaning, checking and corrective action to all the joints at the primary & secondary side of the transformer.
- vi) Inspection, corrective action, tightening etc. as required to all the transformer earthing connections.
- vii) Inspection and necessary corrective action to all the transformer protection systems (RTD, surge protectors etc.) including inspection of marshalling box & its components.
- viii) Any other maintenance works as required / as per advice of OIL's Electrical Engineer.
- ix) Updating the Equipment History Records (EHR).

**2.9. Service Line Item No. 120:**

**Maint.LT Elect. Panel in ETP Area:** Annual planned maintenance of the complete LT electrical panel consisting of 2 nos. 2000Amp ACBs (incomers), 1 nos. 2000Amp ACB (bus coupler), 6 nos. 1600Amp ACBs (o/g feeders), 4 nos. 400Amp MCCB feeders, 2 nos. 250Amp MCCB feeders, 1 no. 63A MCCB feeder etc.

Location of the LT Electrical panel: Electrical Sub-station in the ETP area, at the secondary side of 1000kVA, 6.6kV/415V dry type transformers.

The indicative list of maintenance works which are to be carried out once in a year with proper planning & preparation:

- i) Thorough cleaning of all the panel compartments & components.
- ii) Functionality checking and preventive maintenance of all the Air Circuit Breakers (ACBs) / MCCB / MCB / Contactor / Relays etc. available in the LT electrical panel.
- iii) Testing of the protection relays by suitable relay testing kit and control circuits.
- iv) Testing of Insulation Resistance (IR) values.
- v) Replacement of faulty / defective / worn-out components
- vi) Bus bar inspection, measurement of IR values and corrective action/preventive maintenance.
- vii) Checking & Tightening of all the electrical connections, terminals etc. in the PMCC Panel.
- viii) Checking of indication lamps, indicators, TNC switch etc. and replacement of the defective ones.
- ix) Any other maintenance works as required / as per advice of OIL's Electrical Engineer.
- x) Updating the Equipment History Records (EHR).

**2.10. Service Line Item No. 130:**

**Half yearly checking, maintenance, measurement, marking of the measured values etc. for the entire earthing systems of the power plant and electrical sub-stations.**

The indicative list of maintenance works which are to be carried out once in every six months with proper planning & preparation:

- i) Measurement of earthing resistance of the all the individual earth pits available at the power plant and electrical sub-stations covered within the scope of the contract.
- ii) Treatment of the earth pits to bring the individual resistance values of the pits to the desired level.

- iii) Preventive maintenances as required to the individual earth pits, for example tightening of the nut bolts, maintenances of the enclosure, aluminum painting etc.
- iv) Measurement of the earthing grid resistances (combined value) of all the separate grids.
- v) Marking of final earth resistance values (after treatment) on the covers of the individual earth pits.
- vi) Any other maintenance works as required / as per advice of OIL's Electrical Engineer.
- vii) Updating the earthing layout documents and earth resistance records.

**2.11. Service Line Item No. 140:**

**Annual Servicing / maintenance of the split air conditioners (1.5Ton)**

Contractor shall enter into an Annual Maintenance Contract (AMC) with the OEM of the 4 nos. 1.5 ton Split Air Conditioners (AC) available in the control room of the power plant towards smooth continuous operation of the ACs, within 2 months of award of the contract. Periodic preventive maintenance shall be carried out on regular intervals through competent technician from the OEM. In case of any breakdown at any point of time, the same should be rectified within 72 Hrs. AMC should cover all the required spares for O&M of the ACs. All the 4 nos. ACs together will be considered as one unit for measurement / billing purpose. Billing shall be done after completion of each periodic maintenance through AMC.

**2.12. Service Line Item No. 150:**

**AMC of the UPS systems (2 Nos. 3 kVA)**

Contractor shall enter into an comprehensive Annual Maintenance Contract (AMC) with the OEM (Hitachi Hi-Rel) for the maintenance of 2 nos. 3kVA UPS to ensure smooth continuous operation of the UPS systems within 2 months of award of the contract.

Quarterly preventive maintenance shall be carried out through competent technician from the OEM. In case of any breakdown at any point of time, the same should be rectified within 24 Hrs. AMC should cover all the required spares for O&M of the UPS systems. All the 2 nos. UPS systems together will be considered as one unit for measurement / billing purpose. Billing shall be done after completion of each quarterly maintenance through AMC.

**2.13. Service Line Item No. 160:** Annual inspection, testing, calibration of all the instrumentations, sensors, meters etc.

The scope of work against this line item includes the following works:

- i Inspection, testing, calibration of all the instrumentations, sensors, meters etc. on quarterly basis and as per OEM recommendation or as per standard practice.
- ii It shall be responsibility of the O&M Contractor to make all instruments and control system of the plant work satisfactory throughout the contract period and also handover the systems to OIL in working condition at the expiry of the contract.
- iii The O&M Contractor shall maintain the equipment as per manufactures' guidelines. System back-up of workstation at control room including backup of processors, PLCs shall be maintained by the O&M Contractor on regular basis.

Detail scope of the services required is attached as **ANNEXURE-IV**.

**2.14. Service Line Item No. 170 & 180:**

**Load testing of Electrically Operated Crane (EOT crane- 5 Ton Capacity) with accessories & Hydrostatic Testing of Pressure Vessels (Air receiver)**

1.0 The scope of works includes the following works:

- a. General Servicing to be carried out by the contractor annually before examination and testing. It involves cleaning of crane parts, rails and visual inspection of components, lubrication and minor repairing / adjustments wherever required.
- b. Contractor must arrange required Standard Test Loads (approved by Legal Metrology) for capacity testing up to safe working load (SWL). The contractor shall ensure the periodic checks of Bridge, Runway, Bumpers, Motors, Drives, switch-gears, control panel, pendent console etc.to smooth functioning of EOTs.
- c. Contractor must arrange for suitable platform/cage of adequate capacity and size for holding required amount of mass during load testing. It may be noted that, in few locations there is limited space available for holding loads.
- d. Test Load & cage Transportation to & from test site, Loading, Unloading, Handling, Load lifting tackles, ladders etc. are in contractor's scope.
- e. Contractor must supply & erect new signboard/ repaint existing signboard on load testing details, as required.
- f. Thorough examination, load test and certification are to be carried out annually/ half yearly as per Provisions under The Factories Act, 1948, The Assam Factories Rules 1950 and OISD standard OISD-RP-205.

- g. Inspection and Load Test must be carried out in presence of Government Authorised Competent Person/ Institution and appropriate test certificate is to be issued for the EOT crane.
- h. Test Results and valid Test Certificates shall be submitted to the User Department along with copy of authorization letter of competent person.
- i. The job under the contract shall be carried out to the entire satisfaction of OIL.
- j. The contractor shall arrange all tools, machinery, instruments required for carrying out the Inspection, Load testing & checking of all the Cranes.
- k. The Contractor shall abide by Statutory Regulations & Safety norms as applicable to carry out the job.
- l. Contractor has to get necessary work permit from the Installation Manager of OIL before start of work at site and he must comply all required safety measures.
- m. All jobs under this contract will be done by the contractor. If any of the jobs are outsourced, contractor will stand guarantee to the quality of the jobs.

## 2.0 Responsibilities of the Contractor:

Contractor has to ensure for the following responsibilities:

- a) All testing/inspection/certification jobs shall be done as per applicable Rules & Regulations of Factories Act, 1948 & rules there under and state/central government.
- b) The EOT cranes & lifting tackles and the Air Compressors with Receiver & its accessories etc. have to be inspected, tested & certified which are located inside the premises of Pump Station-11, Tengakhata, Assam.  
It shall be responsibility of the O&M Contractor to perform Hydrostatic Testing of Air Vessel and Testing of SRV as per Assam Factories Rules 1950.
- c) The testing, inspection / checks, certification shall be carried out by the Government Authorized Competent Person. Results and valid test certificates shall be submitted to the Engineer-In-Charge or his representative.
- d) The jobs under the contract shall be carried out to the entire satisfaction of Oil India Limited (OIL).
- e) The contractor shall arrange all tools & tackles, machinery/equipment, instruments required for carrying out the inspection, testing and certification.
- f) The Contractor shall abide by the all statutory regulations & safety norms as applicable & arrange for the same (if required) to carry out the jobs.

g) The contractor & his workers/representatives shall carry applicable gate-pass arranged by the contractor for entering into the Power House in Pumps Station-11, Tengakhat, Assam.

h) No worker under this contract shall operate any machinery/equipment without the permission of OIL's officials.

i) Cost towards traveling, boarding & lodging, local transport, to & fro charges, insurance charges, medical charges & any other charges etc. as applicable for the engaged manpower and instrument/equipment by the contractor will be the responsibility of the contractor. OIL will not be responsible for these and shall not bear any cost on these accounts.

j) Contractor will stand responsibility and guarantee to the quality of the jobs.

### 3.0 Inspection Period and validity of Test Certificates:

a) The EOT cranes shall be inspected by a Government Authorized Competent Person half yearly or as applicable as per Factories Act, 1948 & rules there under. Valid test reports/certificates shall have to be issued accordingly.

b) The lifting tackles shall be inspected by a Government Authorized Competent Person yearly or as applicable as per Factories Act, 1948 & rules there under. Valid test reports/certificates shall have to be issued accordingly.

c) The Air Compressors with Receiver & its accessories etc. shall be inspected by a Government Authorized Competent Person half yearly or as applicable as per Factories Act, 1948 & rules there under. Valid test reports/certificates shall have to be issued accordingly.

### 4.0 Documents to be furnished by the Contractor:

The following documents shall be furnished by the contractor:

a) The contractor shall submit test reports and issue authentic certificates duly signed by Government Authorized Competent person within 03 (three) days after completion of testing and inspection.

b) Test reports / certificates shall be submitted for individual cranes tested separately showing all test results, all recorded data & suggestion (if any). Similarly, test reports

/ certificates with test results, recorded data & suggestion, if any shall also be submitted for lifting tackles tested.

c) Test reports / certificates shall be submitted for Air Compressors with Receiver & its accessories etc. tested separately showing all test results, all recorded data & suggestion (if any).

d) An self-attested / attested copy of valid certificate of competency issued under Factories Act, 1948 & rules there under for the Competent Person deployed for the inspection, testing & certification shall be submitted along with each test.

**D. MAN POWER REQUIREMENT:**

1.0 The contractor has to provide trained, experience and competent manpower for smooth running of the power plant.

2.0 The contractor has to deploy manpower for the continuous operation of the power plant 24 X 7 on 3 shift basis.

3.0 Contractor has to deploy manpower for maintenance of power plant along with all ancillaries on single shift basis (general shift)

4.0 Manpower deployed by the Contractor against this contract will exclusively work for the Power Plant at Pump station-11, Tengakhat only; they can't work simultaneously for other projects running under OIL.

Deployment of a Plant Manager and one Assistant Plant Manager, who will act as the single point contact between OIL and the contractor as far as O&M is concerned.

Detailed requirements are as follows:

i. One Plant-Manager and one Assistant Plant-Manager: (02 nos.)

The incumbent shall be a Degree holder in Mechanical Engineering or Electrical Engineering with 3(Three) years of experience in operation & maintenance (O&M) of Power Plant of Gas Engine Driven generator set with Administrative capability.

OR

Diploma holder in Mechanical Engineering or Electrical engineering with 5(Five) years of experience in operation & maintenance (O&M) of Gas Engine driven power plant with synchronization and paralleling functions. The incumbent should have

Administrative capability for smooth running of the power plant. He will have the overall responsibility for operation & maintenance activities of the entire plant.

Both the incumbent shall not be from same Engineering background (one will be from Mechanical Engineering and other from Electrical background). The Plant-Manager should visit the Office of HOD (FE) every day morning at 7.00 A.M. for necessary instructions and other administration purpose. In the absence of Plant-Manager, Assistant Plant-Manager will do the duty of Plant-Manager as required.

Both the jobs of operation and maintenance should be supervised by a competent Plant- Manager who shall report to the concerned Departmental Engineer(s)-in-charge of OIL.

ii. Operation personnel: Operation Crew shall comprise of minimum –

- Two (02) nos. of Shift Operators per shift- one for mechanical and another for electrical; for three shift operation - total of 08 nos. (Including one reliever group).

The operators should be graduate in their respective discipline (Degree in Electrical or Mechanical Engineering) and minimum job experience of 01(one) year in gas engine driven generating set power plant.

Or

The operators should hold a Diploma in their respective discipline (Electrical or Mechanical Engineering) and minimum job experience of 3(three) years in gas engine driven generating set power plant.

The incumbent for Electrical should possess a valid Electrical Supervisor's License(relevant part for O&M of Generator & Switchgear, voltage level up to 11KV) issued by State Electrical Licensing Board and should be conversant with synchronization and paralleling operation of generating sets.

Note:

- a) The contractor shall furnish all necessary documents endorsing qualification and experience details of operating personnel together with their bio-data and the same should be forwarded to OIL for approval and clearance prior to their deployment.
- b) The operating personnel must be conversant with the safe operating procedures of the equipment deployed as per IS / NEC codes.
- c) During shift hours, operating personnel will not leave site till such time their relievers arrive & take over charge.
- d) The operators must be able to perform minor maintenance jobs as and when required.

iii. Maintenance personnel: The maintenance crew shall comprise of minimum -

- Three (03) nos. of Maintenance-In-Charge, having a Diploma in Electrical, Mechanical and Instrumentation Engineering (one each) from any Government recognized institute, with a minimum job experience of 3(Three) years in maintenance of Gas engine generating sets.

The incumbent for mechanical maintenance should have adequate experience of top & major overhauling jobs gas engines.

The incumbent for Electrical should possess a valid Electrical Supervisor's License(relevant part for O&M of Generator & Switchgear, voltage level up to 11KV) issued by State Electrical Licensing Board and should be conversant with synchronization and paralleling operation of generating sets.

The incumbent for Instrumentation shall be the overall in-charge and coordinator of all maintenance activities of the control and instrumentation systems. The incumbent should have working experience in execution of Control & Instrumentation and in the operation and maintenance of SCADA/ DCS system in a continuous process/power plant etc. He should also be familiar with calibration and servicing of various electronics and pneumatic instruments, analyzing of P & I diagrams, control loop checking, and instrumentation standards etc. He shall, with the help of his team, shall keep and maintain all statutory Instrumentation records of the plant.

Three (03) No. of Maintenance Assistants, having an ITI certificate in the trades of Electrician, Diesel/Motor Mechanics and Electronics/instrumentation (one each) from any Government recognized institute conversant with the maintenance of gas engine driven generating sets, diesel generating sets, air compressors, Automobile engines etc. with a minimum job experience of 5 (five)years. Maintenance Assistants has to take the charge of respective Maintenance-In-Charge in his absence.

The assistant for Instrumentation section should have experience in execution of Control & Instrumentation and in the operation and maintenance of DCS system in a continuous process plant, power plant etc.

- Two (02) No. of Helpers who will assist the maintenance crew as and when required and do the house-keeping, cleaning and other job to maintain the power plant in Good & safe working condition.

**Note:**

- a) The contractor shall furnish all necessary documents endorsing qualification and experience details of operating personnel together with their bio-data and the same should be forwarded to OIL for approval and clearance prior to their deployment.
- b) All the maintenance personnel will come to office in General Shift and beyond for any work exigency.

Therefore, the minimum number of manpower required to carry out the day-to-day jobs including OFF (reliever group) shall be 18 (eighteen) personnel viz., Plant-Manager # 1 No., Assistant Plant-Manager# 1 No., Shift Operator # 8 Nos., Maintenance-In-Charge # 3 Nos., Maintenance Assistant # 3 Nos., helper # 2 nos. (General shift). However, the contractor can deploy more number of skilled/ unskilled personnel as per their convenience for smooth functioning of the power plant at their own cost.

**E. SPARES:**

- i) Stock of all components / spares / consumables necessary for smooth and uninterrupted operation of the generating sets shall have to be maintained and kept in readiness by the contractor at any point of time.
- ii) Spares costing less than Rs. 50,000.00 per piece (<Rs. 50,000.00/ piece) - inclusive of applicable taxes shall have to be supplied by the contractor. Contractor shall have to provide an exhaustive list of spares & consumables within one month after taking over the plant and provide/collect Budgetary Quotation from OEMs or Authorised dealer of the installed systems/ subsystems of GEG packages. After preparation of the detailed spares list, OIL will review the scope of supply based on the cost of spares and advise the contractor to purchase spares on behalf of OIL from OEM or its authorised dealer or other reputed equipment supplier available at market to maintain the minimum stock for smooth running of the plant. Contractor will raise separate invoice(s) against the supply of spares for reimbursement on actuals.

An indicative list of mechanical spares and electrical spares to be supplied by the contractor is attached as **ANNEXURE-V & ANNEXURE-VI** respectively.

- iii) Spares which are of value more than Rs. 50,000.00/- would be procured by OIL separately. Contractor has to provide **Budgetary Quotation (BQ) from Original Equipment Manufacturer or the authorized dealer** of the Equipment/ component and extends all the support for procurement of the high value spares for mutual interest.

iv) In case of emergency situations, non-availability of any spare at OIL's end, as per advice from OIL the contractor shall have to arrange supply of items of value more than Rs. 50,000.00/-(>Rs. 50,000.00 / piece) from OEMs or their authorized dealers which shall be reimbursed to the contractor on actuals on submission of the vouchers / Bills / Purchase Invoice etc. The contractor shall also be paid an additional amount of **5%** on invoiced price of the item as administrative cost.

**F. UNSCHEDULED BREAKDOWN MAINTENANCE:**

In case of unscheduled breakdown of equipment at any point of time, the contractor should do the troubleshooting and necessary rectification jobs to ensure minimum downtime of equipment by mobilizing his team and responding immediately to such unscheduled breakdown and see to it that production losses are not accrued on account of such breakdowns.

**G. EXPERT'S VISIT:**

In case of major breakdown / unscheduled maintenance job of any equipment, the contractor should arrange Experts visit from OEM or authorized dealer of the equipment or best in the industry (if required) after taking prior approval from OIL to rectify the problem without affecting the day-to-day operations. Contractor has to raise separate bill for such visit and will be reimbursed on actual.

**H. TRANSPORT:**

Contractor has to engage two nos. vehicles with qualified drivers for carrying out day-to-day activities including maintenance jobs, movement of men and materials as per job requirement, shift change of personnel etc. The vehicles should also be utilized for the visit of Plant-Manager for receiving instruction from Field Engineering / Electrical/ Instrumentation Dept. and all other purposes related to O&M activities. The contractor shall have to establish an Office at Duliajan with valid Telephone/ mobile nos. for better communication purpose with Engineer-In-Charge or concerned officials from OIL to receive instruction on day-to-day basis. Contractor has to submit the documentary evidence for engagement of vehicle for the Contractor's personnel.

**I. CONTRACTOR'S RESPONSIBILITY:**

i) Contractor shall do the assessment of spare parts and consumable requirements within a month from the receiving Work order of the Contract and submit the list to OIL for the First year. Next year onwards the contractor has to assess and submit an inclusive list of all spares and consumables a year in advance,

for all types of maintenance need of the package. List so generated by the contractor shall timely be handover to OIL for further procurement action.

**ii)** All the maintenance services provided by the contractor shall be through maintenance engineers supported by skilled technicians & helpers under the supervision of Maintenance-in-charge. All skilled - unskilled labor required for the planned and unplanned maintenance activity at site shall be arranged by the contractor. All the deployed contractor personnel shall be always in **identifiable prescribed uniform and necessary safety equipment**.

**iii)** All spares costing less than Rupees Fifty Thousand per item (<Rs. 50,000.00/ item), instruments & consumables shall be in scope of contractor.

**iv)** Housekeeping and cleaning of entire area within the battery limit is under the scope of Contractor.

**v)** Contractor has to submit Daily Generation Report (DGR) by email to Engineer-In-Charge and concerned officials of OIL.

**J. OIL'S SCOPE:**

**i)** Providing lube oil as required.

**ii)** Fuel (Natural Gas), water, coolant etc.as per manufacturer's recommendation and specification to be provided at one point in the powerhouse.

**iii)** Office equipment, furniture, telephone etc.

**iv)** Safe storage space for storing spare parts, tools & other documents.

**v)** All kinds of insurances like for fire, earthquakes or breakdowns etc.

**vi)** Break-down spares required for smooth operation of Generator set to be procured & stock as per recommendation of OEM.

**K. GENERAL NOTES:**

**i)** The power control room must always be manned.

**ii)** Major Spares necessary for carrying out maintenance of the generating sets and their ancillary equipment shall be provided by OIL.

- a. For carrying out scheduled maintenance jobs, the contractor's representative shall visit the concerned department(s) for allocation of such jobs and to collect the spares that may be necessary thereof.
- b. In case of breakdown, the contractor must communicate the details of breakdown and the defective spares / parts must be produced before OIL representatives for assessment.
- c. In case of unscheduled maintenance / breakdown of any equipment it is the responsibility of the contractor to bring back the machine to operation without delay.
- iii) Contractor shall also carry out complete overhaul of the control system, inspection & maintenance of field instruments, major repairs, replacement and reporting. The contractor shall also give any other checks required for preventive maintenance and the same shall be included. Generation and submission of diagnostic reports shall also be done by the contractor. Any other jobs as recommended by OEM or as per statutory requirements during the period of the contract shall also be included into the preventive maintenance plan. Such preventive maintenance shall be carried out minimum four times in a year, for every equipment under this contract (Quarterly).
- iv) The Contractor shall maintain the existing operating & application software to improve upon performance of the system. Software modification and up-gradation as & when required shall also be covered under this scope at no extra cost. During the contract period and its extension if any, if the systems require software release up-gradation and same is necessarily required then same shall be provided without any additional cost implication to OIL. During the contract period and its extension if any, the system shall be also upgraded to its desired release to meet any requirement of OIL without any additional cost implication to OIL at least for 5 years from the original commencement date by the Contractor. The modifications required for taking care of statutory requirements shall also be Contractor's responsibility at no extra cost to OIL.
- v) The Contractor shall maintain the equipment as per manufactures guidelines. System back-up of workstation at control room including backups shall be maintained by Contractor on regular basis.
- vi) It shall be responsibility of the contractor to make all instruments and control system of the plant work satisfactory through the contract period and also handover the systems to OIL in working condition at the expiry of the contract.

vii) OIL and/or the contractor after consultation & consent from OIL may include/change modify any maintenance formats for instrumentation jobs at any point of time during the currency of the contract.

viii) The operating and maintenance personnel should be provided proper training pertaining to electrical safety including first aid , electrical shock treatment as per relevant IS / NEC codes. The responsibility of providing such training to the operating and maintenance personnel shall lie on the contractor. The contractor shall deploy personnel trained and authorized by the OEM or its authorized dealer of equipment to carry out maintenance of the generating sets and their ancillaries.

ix) The onus of providing accommodation, medical facilities, transportation, food etc. to operating and maintenance personnel shall lie on the contractor.

x) Necessary stationery including log sheets and other reporting formats shall be provided by the contractor.

xi) The contractor shall arrange all requisite tools, tackles and instruments, needed by the operating and maintenance personnel, to effectively carry out their operation and maintenance activities.

xii) The contractor shall arrange 'Master Gauges' to calibrate all instrument running in the powerhouse and has to calibrate the required instruments as per the OEM / standard recommendation. Cost of buying the gauges/ meters and/ or any third party calibration requirement has to be borne by the contractor.

xiii) Except during maintenance purposes all 3(three) generating sets must be kept functional at any point of time, to ensure uninterrupted power supply for the Pump station-11,ITF facility, Tengakhat OCS, TengakhatGCS and ETP, so that production operations are not affected due to inadequate availability of captive power. Information regarding outage of any generating set for maintenance or breakdown should be immediately reported to the Engineer- In- charge of OIL. For any point of time, if any unit is shut down beyond 7 (seven) days because of contractor's fault, compensation shall be charged as per **Para L**.

xiv) The operation and maintenance personnel shall be provided with personal protective equipment (PPE) such as protective clothing, safety boots, safety helmet, hand gloves, ear caps etc. which they shall put on while on duty. The responsibility of providing the protective equipment to the operating and maintenance personnel shall lie on the contractor.

xv) In the event of equipment damage due to mishandling or negligence by the operating and maintenance personnel, penalty shall be charged against the contractor amounting to the cost of equipment damaged and equivalent amount for loss of production thereof.

xvi) There must be a code of conduct for working personnel of the contracting agency which is at par with the Company's (OIL's) Modified Standing order.

xvii) The contractor must ensure that the "Electrical Supervisor's License" and "Wireman Permits" of work persons are duly renewed. Updated document shall be submitted to Engineer-In-Charge without delay.

xviii) The contractor must ensure that all related personnel shall be available at site, at any point of time, as per the terms of the contract, both during operation as well as while carrying out schedule/ unscheduled breakdown maintenance of equipment. This will be physically checked and monitored by Engineer-In-Charge, OIL from time to time.

xix) Any work found defective will have to be re-done by the contractor at his own cost.

xx) Recommended HRC fuse links are to be used in PMCC / Control Panels in case there is a need of replacement of such components. No wire fuses should be incorporated in any kind of circuit.

xxi) The contractor must have capability to carry out the jobs under adverse conditions / situations, if any, arises during execution of the job.

xxii) It shall be mandatory for the contractor to maintain the following documentation at site:

- a. Operational log book duly signed by shift-in charge
- b. Daily Check List of the power plant
- c. Checklist for GEG start
- d. GEG Start / Stop Register
- e. Equipment wise 'Equipment History Record'
- f. Weekly / Monthly / Annual generation reports
- g. Troubleshooting Register
- h. Tools and instruments register.
- i. Scheduled maintenance register
- j. Breakdown maintenance register

- k. Inventory register
- l. Materials consumption register
- m. IR value and earth resistance value measuring register
- n. Calibration certificate of all measuring instruments and meters
- o. List of all equipment with specification.
- p. List of essential spares required for operation and maintenance of above.
- q. Periodical Medical Examination (PME) of working personnel.
- r. Safety, Statutory, Internal-Technical Audit report of the installation.
- s. Display duty Roster
- t. Attendance registers of all Operation & Maintenance personnel.
- u. Visitor's book etc.

**L. Damage compensation:**

Deductions shall be made from Contract's running bills at the rates given below against the following failure / non-compliance from the Contractors end.

<b>Sl. No.</b>	<b>Event</b>	<b>Compensation Amount</b>
a.	Complete power failure / black out from the plant:	<p>The compensation amount will be sought against the as per the blackout duration:</p> <p>0-30 min – No compensation</p> <p>31-60 min – Rs. 1,00,000.00</p> <p>&gt;60 min @ Rs. 2,00,000/- (two lakh) per hour.</p>
b.	Continuous shutdown of any GEG unit for more than 07 (seven) days because of the failure of the Contractor for trouble shooting and rectify the problem in time.	Deduction of O&M rate on pro-rata basis.
c.	<p>Non-compliance to maintenance schedule / not carrying out any scheduled maintenance as mentioned in the SOQ in time, as per the maintenance schedule.</p> <p>For deferring any scheduled maintenance job, Contractor has to take prior approval from OIL's end.</p>	<p>Rs. 50,000/- (Fifty thousand) against each SOQ line item.</p> <p>Deduction shall not be made if job could not be carried out due to non-availability of spares from OIL's end.</p>

d.	Non-compliance to contract terms and conditions with respect to deployment of manpower, inability to provide spares and qualified and adequate manpower which falls under the contractor's scope.	Maximum Rs. 50,000/- (fifty thousands) in a month.
e.	Damage to OIL's property	Insurance Cover – Differential of claim and original cost of the damaged item(s) + production loss amount because of property damage.

**M. TOOLS AND INSTRUMENTS:**

List of Tools/Instrument required for Operation & Maintenance (O&M) of the power plant is given in the **ANNEXURE-VII** Contractor has to provide Tools/Instruments as per the list for entire tenure of the contract.

**N. SPECIAL NOTES:**

- a. The rates quoted by the Contractor shall include the following:
  - i. Labour wages as per Minimum Wages Act and notifications issued by the Central Govt. thereon from time to time, including P.F, ESI and Bonus.
  - ii. PPE cost.
  - iii. PME (Pre-Medical Examination) / IME (Initial Medical Examination) cost.
  - iv. Cost of tools & Instruments to be kept at site.
  - v. Other charges / cost including overheads, profit, insurance and handling charge.
- b. Accommodation / Transportation/Food of the working personnel are the responsibility of the Contractor.
- c. Medical:
  - i) Contractor shall carry out Initial Medical Examination (IME), Periodic Medical Test (PME), Periodic Audiometric Test etc. of his employees at his own cost at OIL's empanelled Hospital.
  - ii) The frequency of periodic medical examinations should be as per statutory requirement.
  - iii) OIL shall not be responsible for providing any medical assistance to contractor's personnel.

**d. Gate Pass:**

- i) Arranging for OIL's industrial area/field installations gate pass for contractor's work person shall be the responsibility of the contractor. These shall include entry pass for normal working days, operational shift, entry on Sunday/Holidays etc.
- ii) It shall be the contractor's responsibility to ensure that OIL's Industrial Area Gate Entry Pass of retired/removed/transferred work person (s) engaged by the contractor is surrendered promptly.

**e. Insurance:**

- i) The Contractor shall extend all the benefits as applicable, under the Employees' State Insurance Act, 1948 and its Rules, to all labours engaged by him under the Contract.
- ii) The Contractor shall take suitable group personal accident insurance (under Employees' Compensation Act, 1923) cover for taking care of injury, damage or any other risks in respect of his Labours before start of this Contract and shall be effected for all the CONTRACTOR's Labours engaged in the performance of this CONTRACT.
- iii) Accident or Injury to workmen: The Company shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any sub-contractor.
- iv) A Policy to cover third party liability for the loss / disablement of human life (person not belonging to the contractor) and also to cover the risk of damage to other materials / equipment / properties during execution of work shall be obtained by the Contractor. The value of third party liability for compensation for loss of human life or partial / full disablement shall be of required statutory value but not less than Rs. 2 lakhs per death, Rs. 1.5 lakhs per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by court by law in India and cover for damage to others equipment / property as approved by the purchaser. However, third party risk shall be maximum to Rs. 10 (ten) lakhs to death.
- v) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipment and machinery,

erection tools & tackles and all other temporary attachments brought by him at site to execute the work- if he feels to have the insurance.

- vi) Contractor shall at all times be free to obtain additional or increased coverage at Contractor's sole expenses if the Contractor feels so.
- vii) Any other insurance required under law or regulations: Contractor shall also carry and maintain any and all other insurance(s) which he/she may be required under any law or regulation from time to time without any extra cost to the Company. He shall also carry and maintain any other insurance which may be required by the Company.

f. Training:

The contractor shall arrange to impart adequate First Aid training/safety training/ operational training to his employees at his own cost. Operation and maintenance crew working in the power plant have to be trained from OEM or its authorized dealer/ service provider of the generating sets. Contractor shall have to depute personnel for MVT and other statutory training as advised by OIL.

g. The Contractor shall forthwith remove and replace any work personnel, who in the opinion of OIL is involved in unlawful activity, misconduct, habitual late coming, insubordination, abusive/violent behaviour, is a security risk, etc. The decision of OIL shall be final and binding in this regard. The contractor shall be liable for ensuring immediate return of OIL's Gate Entry Pass by the concerned work personnel.

h. Contractor has to submit **Police Verification Report** of all the employees to be deployed in the power plant before issuing of Work Order.

i. Contractor has to maintain the following records pertaining to the contract which will be required for inclusion in the Annual Report that is to be submitted to Central Government Labour Authority at the end of every year:

- a) Total number of days during the year on which contract labour was deployed.
- b) Total number of man-days worked by the contract labour during the year.
- c) Maximum number of contract labour (Company's contract labour) employed directly on any day during the year.
- d) Total number of days during the year on which direct (Company's) labour was deployed.
- e) Total number of man-days worked by directly (Company's) employed contract labour.

**O. COMPLIANCE OF STATUTORY LAWS:**

a. The contractor shall comply with all the applicable provisions of the Payment of Wages Act, 1936, Employees Provident Fund Act, 1952 and its relevant Scheme/Rules, Minimum Wages Act 1948, Payment of Bonus Act, 1965, Employers Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, The Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employees' State Insurance Act, 1948 and its Rules, Payment of Gratuity Act, 1972, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.

b. The Contractor deploying workmen as contract labour shall have to obtain Labour & other applicable Licences from the Labour Commissioner, Government of Assam or such other licensing authority as may be declared by Competent Authority.

b. Provisions of all the relevant Statutes / Acts will have to be complied by the Contractor, more particularly, Payment of Wages Act, Minimum Wages Act, Provident Fund, Insurance, ESI, Bonus etc. The contractor shall indemnify the Company against any payments to be made under and for the observance of the provisions of the aforesaid Acts/Statutes. In the event of the contractor committing a default or breach of any of the provisions of the aforesaid acts as amended from time to time, of furnishing any information or submitting or filling and form / register / slip under the provisions of these acts which is materially incorrect, then the Company shall at its discretion, impose penalty on the Contractor. The decision of the HoD-FE or his authorize representative in this respect shall be final and binding.

**P. PAYMENT**

a) Wages: Contractor will make payment to his employees latest by 7th of the month. A proof of payment to be submitted to OIL.

b) Payment shall be made to employees by the contractor through digital payment mode only (direct account transfer or other mode of digital payment/ money wallet etc.).

**Q. BILLING:**

Contractor or his representative shall prepare monthly running account bills in triplicate. All bills to be duly signed by the contractor and vetted by concerned Engineer from Electrical and Instrumentation Department before submitting it to

Engineer-In-Charge of Field Engineering Department of OIL. Bills shall be processed for payment only after the verification of employee payment of previous month, certification of attendance verified by the OIL's controlling engineer and subject to carrying out all works as per the scope of the contract.

**R. REPORTING CHANNEL:**

- i. Plant-Manager should report to Engineer-In-Charge of Field Engineering Department and concerned engineers of Electrical / Instrumentation Department of OIL on daily basis.
- ii. Plant-Manager shall be continuously in touch with the maintenance personnel and concerned Engineers from FE/Electrical/Instrumentation for any operational or maintenance related issues. He shall have to update stock position of spares & consumable on regular basis.
- iii. Any issues related to the contract execution, Plant-Manager can approach HoD of Field Engineering Department wherever required.

**S.** Housekeeping: Housekeeping is the responsibility of the contractor. Contractor has to maintain the cleanliness of the installation at all time as desired. For waste disposal, contractor has to adhere to the policy followed by OIL.

**T.** Fire Fighting / Emergency Reporting: Portable type Fire extinguisher will be provided in the installation. For handling any emergency situation, a proper contingency plant has to be made with the Consultation with OIL personnel.

**U. HANDING OVER THE PLANT AFTER EXPIRY OF TERM:**

At the expiry of Contract period & extension of Contract as the case may be, the Contractor shall hand over the plant to the OIL in original condition subject to normal wear & tear of the plant. Contractor has to ensure that the associated major & critical equipment of the plant are operational and in good running condition in accordance with the norms of original equipment manufacturer. While handing over the plant, the Contractor shall hand over all technical documents, literature, and instruction manuals, lists of spare parts, tools & tackles etc. The Contractor will also hand over all the relevant data/record/documents to OIL in good condition.

**V. DEFECTS / NON-ACHIEVEMENT OF PLANT DEPENDABLE CAPACITY AFTER HANDING OVER:**

In order that the Contractor could obtain a Handing Over certificate, he shall rectify any defect / non-achievement of plant dependable capacity in accordance to the norms of manufacturer arising from the defective Operation & Maintenance practices or non-compliance of Prudent Utility Practices or that may have been noticed or developed during/ after the plant has been taken over. The period allowed for carrying out such works will be normally one month. If any defect could not be remedied or plant dependable achievement capacity in accordance to the norms of manufacturer could not be achieved within a reasonable time, OIL may proceed to do the work at operators risk and expense and the same will be deducted from the final bill or Performance Security (PBG).

All the aforesaid safeguards /rights provided for the OIL shall not prejudice its other rights/remedies elsewhere provided herein and/or under law.

**W. SUB-CONTRACTING:** Sub-contracting of Petty Support Services against this contract is not applicable.

**\*\*\*\*\*End of SCC\*\*\*\*\***

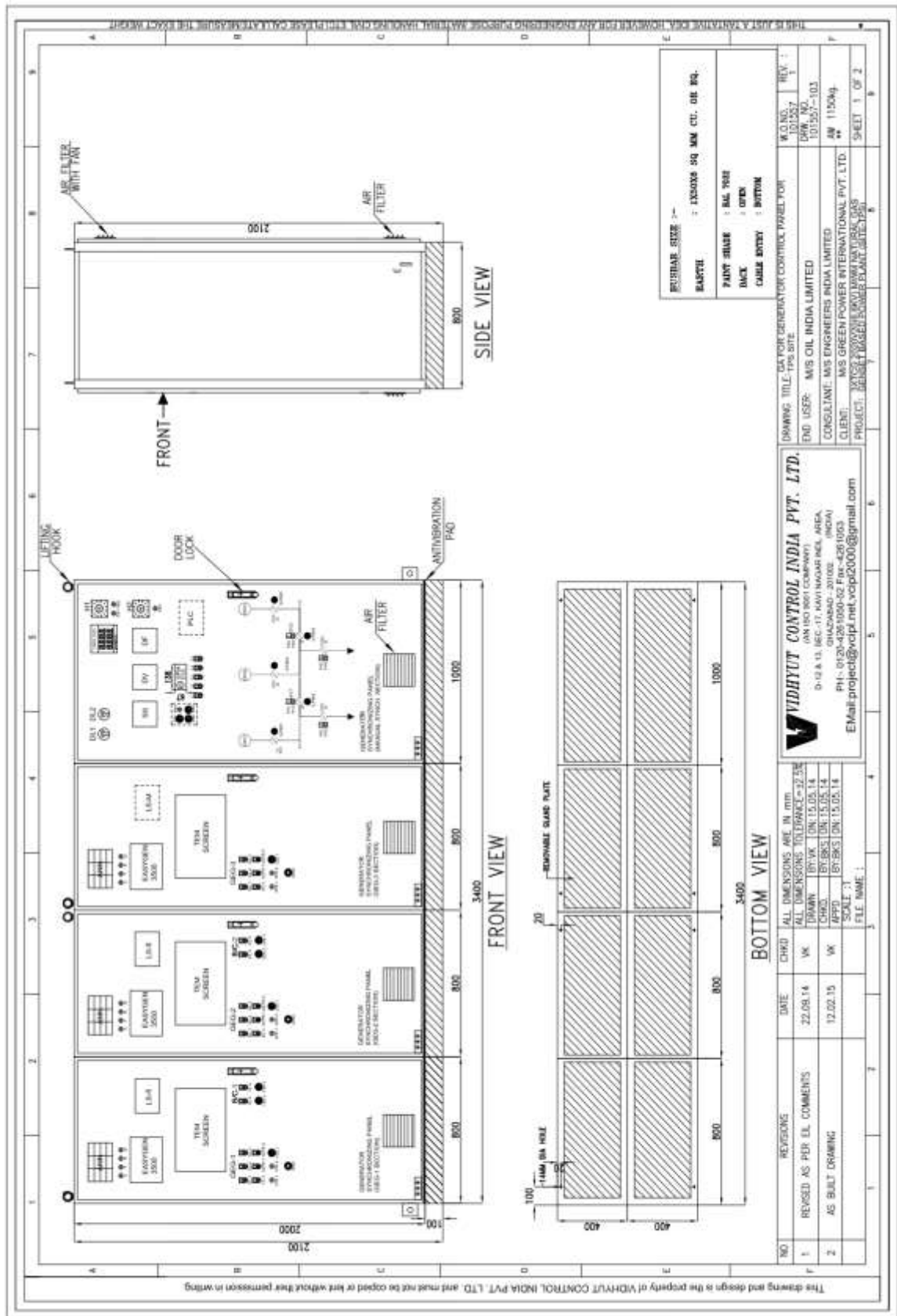
## **ANNEXURE-I to PART-III SCC**

1. **Gas Engine Generator:** Qty. - 3 units; Each 1.5MW; Make - MWM Germany; Model - TCG2020V20; No. of cylinder – 20; RPM – 1500; Generator Make – Marelli; Generator Rating – 2500 KVA, 6.6KV, 50 HZ.
2. **Air Compressor for starting of GEG Unit:** Qty. - 2 Nos.; Compressor Make - Ingersoll Rand; Model – 15T2; Compressor Driven by – 15 KW; ABB make Induction Motor. Air Receiver Capacity – 2 m<sup>3</sup>; Working Pressure – 30 Kg/cm<sup>2</sup>
3. **Air Drier:** Qty. - 2 Nos.; Make - Ingersoll Rand; Model -D180IN-A-HP35
4. **RO SYSTEM:** Qty. - 1 No.; Make - THERMAX; Part No. - WADNAA2012; Sr. No. - PSW/RO/200/09-14/505
5. **GAS CONDITIONING SKID:** Qty. – 1 No.; Make - RMG AUTOMETERS
6. **AIR RECEIVER TANK:** Qty. – 2 Nos.; Mfgd.- ABACUS HEAT TRANSFER LIMITED
7. **GEG Control Panel (Gen Synchronisation Panel):** Qty. -1 No.; Make –Vidyut Control India Ltd. for more details, refer to **Annexure-E1**
8. **NGR units:** Qty. - 3 Nos. (1 against each GEG); NGR Make - RESITECH; Ratings - 6.6/√3 KV, 50A for 10 Sec; NGR Value - 76.21 Ohm.
9. **Neutral Switching Panel (NIS Panels):**Qty. -3 Nos. (1 against each GEG);Breaker type VCB, 6.6KV, 630A Panel make L&T; Total Qty. - 3 Nos. (1 against each GEG).For more details, refer to **Annexure-E2**
10. **6.6 KV Generator Breaker Panel:** Qty. - 1 No.; Consisting of 3 Nos. 6.6 KVA generator breakers (VCB - 630A); 2Nos. bus couplers (VCB - 630A); 2 Nos. 6.6 KV plant outgoing feeders (VCB - 630A) going to 6.6KV distribution switchgear; 3 Nos. Line PT panels and 3 Nos. Bus PT panels; Panel Make – Larsen &Toubro Ltd.; Protection Relays – SEL. For more details, refer to **Annexure-E3**
11. **GEG auxiliary power supply panels (LT PMCC):**Qty. - 3 Nos. (1 against each GEG); Make - VIDYUT CONTROL (I) PVT. LTD.; Consists of DOL starters of different ratings (15KW, 11KW, 9KW, 7.5KW, 1.5KW etc.); Power Feeders of different ratings (100A, 63A etc.);2 Nos. 200A MCCB Incomers;1 No. Bus Coupler (200A MCCB); 2 X 2KVA Control Transformers etc. For more details, refer to **Annexure-E4**
12. **Common Auxiliary(LT PMCC) Panel:** Qty. - 1 No.; Make - Vidyut Control India Pvt. Ltd. Consists of LT power supply feeders of different ratings (16A, 32A, 63A, 100A, 200A, 250A, 400A etc.); DOL starters of different ratings (0.10KW, 0.61KW, 0.75KW, 1.2KW, 11KW etc.); 3 Nos. 400A MCCB incomer; 400A Bus coupler MCCB etc. For more details, refer to **Annexure-E5**

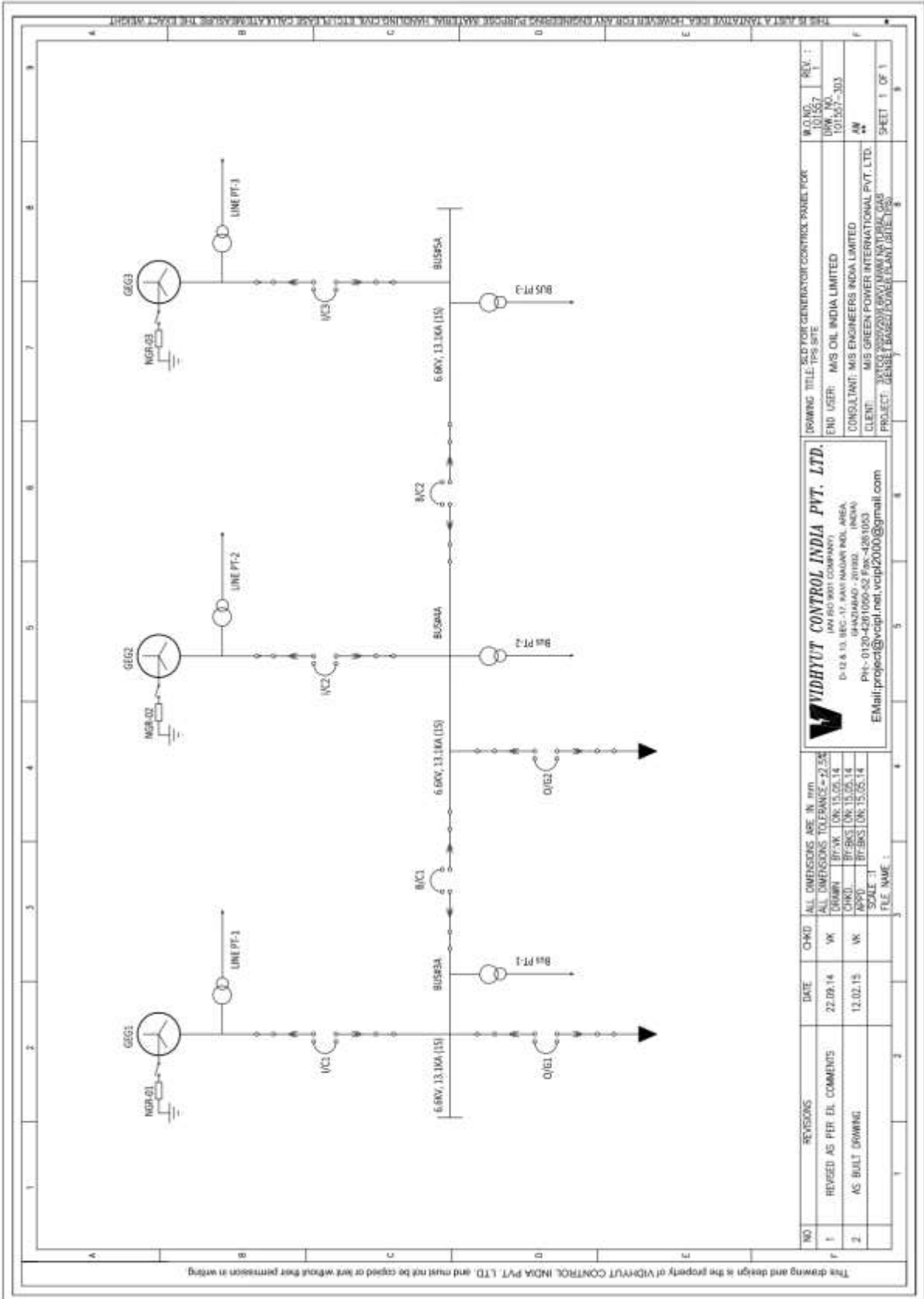
13. **6.6KV Power Distribution Switchgear:** Qty. - 1 No. consisting of 12 No. 6.6KV; 630A VCBs Panels (incomer, outgoing& bus couplers) and 2 Nos. Bus PT Panels. Panel make Jyoti Ltd.
14. **6.6KV/415V; 1250KVA Station transformers:** Qty. - 2 Nos.; 6.6KV/415V; 1250KVA, 50Hz, 3 phase, Dyn11, Oil type; Make – Delta Transformer; Bangalore.
15. **415V / 433V Isolation transformers:** Qty. - 2 Nos. each 250KVA, 415V/433V Dyn11, Dry Type; Make – Voltamp; Vadodara
16. **UPS System:** 2 X 3 KVA parallel redundant UPS System; Make – Hitachi Hi-Rel; Model – I4(HR-XP-3)
17. **Battery Charger:** Qty. - 2 Nos. Make – HBL; Type 110 TP 20; Float cum Boost Charger with DVR; Input - 3 phase; 4 wire 415V; 50 Hz; Nominal output – 110V; DC; Output current limit – 20A. For more details, refer to **Annexure-E6**
18. **110V DC DB:** Make HBL; connected at the Battery output
19. **AC DB:** Make Hi-Rel connected at the UPS output.
20. **VRLA Battery Bank:** Qty. - 3 Nos.; (2 banks connected to UPS; one bank connected to battery charger) Make – HBL; Bank Voltage – 110V; 100AH; Total No. of cells in each bank - 54 Nos. Need cross checking
21. **Engine cooling system:** Remote radiator; Qty. - 3 Nos. Make - ICL; Radiator fan rating 10 hp (3 Nos.);Water pump rating 10 hp.
22. **Power house Air ventilation System:** Blower; Qty. - 3 Nos.; Motor rating 15 hp (11KW)
23. **Air intake unit:** Turbo Charged
24. **Exhaust System:** Chimney; 3 Nos.
25. **Emergency / Black Start DG Set:** 140 KVA; Stamford generator; Cummins Engine Model: QSB 5.9-G1
26. **HT BREAKERS:** Qty. 3 Nos.; MAKE - JYOTI LIMITED; RATINGS - 6.6 KV
27. **Control room Air-conditioning system:** Qty. - 6 Nos. 1.5 Ton split A/C
28. **Portable fire extinguisher.**
29. **Black start DG Set :**Qty. - 1 No. Genset Make: Jackson, Model No.:CJ140D5P; Engine: QSB 5.9 –G1 Capacity :140 KVA Current: 195 amps, 6 cylinder TCA

GENERAL NOTES :-									
1. POWER SUPPLY CONDITIONS									
SYSTEM VOLTAGE									
CONTROL VOLTAGE									
2. PANEL DESIGN/CONSTRUCTION DETAILS									
DESIGN									
MOUNTING									
DEGREE OF PROTECTION									
OPERATION									
INSTALLATION									
FABRICATION MATERIAL									
SHEET THICKNESS FOR									
SIDE SHEET & PARTITION									
FRAME, EQUIPMENT MOUNTING PLATE									
REMOVABLE TOP & BOTTOM SHEET,									
FRONT & REAR DOOR									
REMOVABLE GLAND PLATE									
CABLE ENTRY									
MINIMUM OPERATING HEIGHT									
MAX. OPERATING HEIGHT									
SEALING ARRANGEMENT									
3. PAINTING									
PRETREATMENT									
PAINTING SHADE FOR									
DOORS/COVERS, SIDE, FRAMES,									
MOUNTING PLATE									
4. BUS BARS DETAILS									
MATERIAL									
BUS BAR INSULATION									
BUS BAR SUPPORTS									
MAX. TEMP. RISE OF BUSBARS									
AIR CLEARANCES FOR MAIN BUS BARS									
PHASE TO PHASE									
PHASE TO NEUTRAL									
PHASE TO EARTH									
NEUTRAL TO EARTH									
5. DOOR EARTHING									
6. PANEL WIRING									
AC VOLTAGE CIRCUIT									
CURRENT CIRCUIT									
AC CONTROL CIRCUIT									
POWER CIRCUIT									
24V DC POWER CIRCUIT									
24V DC CONTROL CIRCUIT									
WIRE MAKE									
LUGS MAKE									
PVC DUCT MAKE									
TERMINAL MAKE									
7. LABELLING									
8. LOCKING ARRANGEMENT									
FEEDERS FRONT DOORS									
9. SWITCH BOARD IS IN THE LINE WITH EIL SPECIFICATION '6-51-0004, REV.-04'									
10. ANTI VIBRATION MOUNTING PAD									
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CONSULTANT: MIS ENGINEERS INDIA LIMITED									
CLIENT: MIS GREEN POWER INTERNATIONAL PVT. LTD.									
PROJECT: MIS GREEN POWER INTERNATIONAL PVT. LTD.									
SHEET 1 OF 3									

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NO.	REVISIONS	DATE	CHKD	ALL DIMENSIONS ARE IN mm	FILE NAME	DRAWING TITLE: LEGEND			
1	REVISED AS PER EL COMMENTS	22.09.14	VK	ALL DIMENSIONS TOLERANCE ±2.5%	VIDHYUT CONTROL INDIA PVT. LTD.	END USER: M/S OIL INDIA LIMITED			
2	AS BUILT DRAWING	12.02.15	VK	TRAVERS: 18/01/14 ON 15.05.14 CHOP: 18/01/14 ON 15.05.14 WPP: 18/01/14 ON 15.05.14	VIDHYUT CONTROL INDIA PVT. LTD. (AN ISO 9001 COMPANY) D-12 & 11, SEC - 17, KAVI NAGAR IND. AREA, GHANZABAD - 201002 (INDIA) PH: 0120-4261000-02 Fax: 4261003 E-Mail: project@vcpa.net, vcpa2000@gmail.com	CONSULTANT: M/S ENGINEERS INDIA LIMITED			
						CLIENT: M/S GREEN POWER INTERNATIONAL PVT. LTD.			
						PROJECT: BENSETT THERMAL POWER PLANT (SITE 175)			
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LEGENDS:-									
GEG-1 SECTION:-									
11L-1	-	GEG-1 RUNNING INDICATION LIGHT	21L-1	-	GEG-2 RUNNING INDICATION LIGHT	31L-1	-	GEG-3 RUNNING INDICATION LIGHT	MANUAL SYNC. SECTION:-
11L-2	-	VCB ON INDICATION LIGHT	21L-2	-	VCB ON INDICATION LIGHT	31L-2	-	VCB ON INDICATION LIGHT	DL-1 -
11L-3	-	VCB OFF INDICATION LIGHT	21L-3	-	VCB OFF INDICATION LIGHT	31L-3	-	VCB OFF INDICATION LIGHT	DL-2 -
11L-4	-	TEM FAULT INDICATION LIGHT	21L-4	-	TEM FAULT INDICATION LIGHT	31L-4	-	TEM FAULT INDICATION LIGHT	DV -
11L-5	-	B/C ON INDICATION LIGHT	21L-5	-	B/C ON INDICATION LIGHT				SS -
11L-6	-	B/C OFF INDICATION LIGHT	21L-6	-	B/C OFF INDICATION LIGHT				DF -
11LPB-1	-	NIC ON ILLUMINATION P/B	21LPB-1	-	NIC ON ILLUMINATION P/B				SS-1 -
11LPB-2	-	NIC OFF ILLUMINATION P/B	21LPB-2	-	NIC OFF ILLUMINATION P/B				SS-2 -
1PB-1	-	GEG-1 START PUSH BUTTON	2PB-1	-	GEG-2 START PUSH BUTTON				SS-3 -
1PB-2	-	GEG-1 STOP PUSH BUTTON	2PB-2	-	GEG-2 STOP PUSH BUTTON				2S -
1PB-3	-	EMG. STOP PUSH BUTTON	2PB-3	-	EMG. STOP PUSH BUTTON				IL1 -
1SS-1	-	AUTO/MANUAL SEL. SWITCH	2SS-1	-	AUTO/MANUAL SEL. SWITCH				IL2 -
1SS-2	-	B/C-1 ENABLE SWITCH	2SS-2	-	B/C-2 ENABLE SWITCH				IL3 -
1SS-3	-	B/C-1 AUTO/MANUAL SEL. SWITCH	2SS-3	-	B/C-2 AUTO/MANUAL SEL. SWITCH				IL4 -
E-3500	-	AUTO SYNCHRONISING RELAY	E-3500	-	AUTO SYNCHRONISING RELAY				IL5 -
LS-5	-	BUSCOUPLER SYNCHRONISING RELAY	LS-5	-	BUSCOUPLER SYNCHRONISING RELAY				PB1 -
TEM SCREEN-		HMI FOR GEG-1	TEM SCREEN-		HMI FOR GEG-2				PB2 -
ANN.	-	ANNUNCIATOR	ANN.	-	ANNUNCIATOR				PB3 -
A	-	ACCEPT PUSH BUTTON	A	-	ACCEPT PUSH BUTTON				PB4 -
T	-	TEST PUSH BUTTON	T	-	TEST PUSH BUTTON				ILPB01 -
R	-	RESET PUSH BUTTON	R	-	RESET PUSH BUTTON				ILPB02 -
M	-	MUTE PUSH BUTTON	M	-	MUTE PUSH BUTTON				ILPB03 -
GEG-2 SECTION:-									
31L-1	-	GEG-3 RUNNING INDICATION LIGHT	31L-2	-	VCB ON INDICATION LIGHT				ILPB04 -
31L-2	-	VCB ON INDICATION LIGHT	31L-3	-	VCB OFF INDICATION LIGHT				ILPB05 -
31L-3	-	VCB OFF INDICATION LIGHT	31L-4	-	TEM FAULT INDICATION LIGHT				11 -
31L-4	-	TEM FAULT INDICATION LIGHT							12 -
31PB-1	-	NIC ON ILLUMINATION P/B							13 -
31PB-2	-	NIC OFF ILLUMINATION P/B							14 -
3PB-1	-	GEG-3 START PUSH BUTTON							15 -
3PB-2	-	GEG-3 STOP PUSH BUTTON							16 -
3PB-3	-	EMG. STOP PUSH BUTTON							17 -
3SS-1	-	AUTO/MANUAL SEL. SWITCH							P10 -
E-3500	-	AUTO SYNCHRONISING RELAY							P1C -
LSM	-	LOAD SHARING MODULE							P2C -
TEM SCREEN-		HMI FOR GEG-3							P2D -
ANN.	-	ANNUNCIATOR							P3C -
A	-	ACCEPT PUSH BUTTON							P4C -
T	-	TEST PUSH BUTTON							H1 -
R	-	RESET PUSH BUTTON							H2 -
M	-	MUTE PUSH BUTTON							D.C.
GEG-3 SECTION:-									
31L-1	-	GEG-3 RUNNING INDICATION LIGHT	31L-2	-	VCB ON INDICATION LIGHT				PLC
31L-2	-	VCB ON INDICATION LIGHT	31L-3	-	VCB OFF INDICATION LIGHT				
31L-3	-	VCB OFF INDICATION LIGHT	31L-4	-	TEM FAULT INDICATION LIGHT				
31L-4	-	TEM FAULT INDICATION LIGHT							
31PB-1	-	NIC ON ILLUMINATION P/B							
31PB-2	-	NIC OFF ILLUMINATION P/B							
3PB-1	-	GEG-3 START PUSH BUTTON							
3PB-2	-	GEG-3 STOP PUSH BUTTON							
3PB-3	-	EMG. STOP PUSH BUTTON							
3SS-1	-	AUTO/MANUAL SEL. SWITCH							
E-3500	-	AUTO SYNCHRONISING RELAY							
LSM	-	LOAD SHARING MODULE							
TEM SCREEN-		HMI FOR GEG-3							
ANN.	-	ANNUNCIATOR							
A	-	ACCEPT PUSH BUTTON							
T	-	TEST PUSH BUTTON							
R	-	RESET PUSH BUTTON							
M	-	MUTE PUSH BUTTON							



6251d1uM

MYP1329

ALL DIMENSIONS ARE IN MM

NOTE:- UNPECIFIED TOLERANCE ± 5MM

MYP1329

SWITCHBOARD DETAILS

SYSTEM DETAILS	6.6kV, 50Hz, 13.1kA/1SEC.
MEMO NO.	MCP1329
BUSBAR RATING	630A
MAIN BUSBAR	110x75 AL/Y-PHASE
EARTH BAR	1.6x50 CU
CABLE ENTRY	TOP
	BOTTOM
DUCT ENTRY	TOP
	BOTTOM
DEGREE OF PROTECTION	IP4X
TOTAL LENGTH IN mm	700
PAINT SHADE	EXT./INT. RAL 7032
RECOMMENDED FRONT ACCESS	2000mm
RECOMMENDED REAR ACCESS	1000mm
RECOMMENDED SIDE ACCESS	550mm
RECOMMENDED TOP ACCESS	680mm

GENERAL DETAILS

1) SYSTEM EARTHING : RESISTIVELY EARTHED

2) INSULATION LEVEL : 7.2kV/20kV RMS(1MIN.)/60kVP

3) DESIGN AMBIENT : 50 DEG C

4) AUX SUPPLY-1 : 110V DC EXTERNAL (BY CUSTOMER)

5) AUX SUPPLY-2 : 240V AC , 50Hz EXTERNAL (BY CUSTOMER)

6) SP. CH. MOTOR SUPPLY : 110V DC

7) CLOSING COIL SUPPLY : 110V DC

8) TRIP COIL SUPPLY : 110V DC

9) INDICATING CIRCUIT SUPPLY : 110V DC

10) PANEL SP. HTR. SUPPLY : 240V AC , 50Hz

11) PLUG & SOCKET SUPPLY : 240V AC , 50Hz

12) PANEL ILLUMINATION SUPPLY : 240V AC , 50Hz

13) GLAND PLATE : UNDRILLED 3mm THICK MS FOR 3 CORE CABLE & 3mm THICK AL FOR SINGLE CORE CABLE

14) GLANDS : NOT IN LMT'S SCOPE OF SUPPLY

15) ALL WIRES USED FOR AUXILIARY CIRCUIT ARE FLEXIBLE TRLS PAC GRADE COPPER WITH 860V GRADE

16) BOARD LABELS AND FEEDER LABELS ARE OF ANODISED ALUMINIUM WITH ENGRAVED LETTERS WHITE ON BLACK BACKGROUND.

17) FOR 300 SQ. MM POWER CABLE CROSS SECTION, HOLE ON LINKS SUITABLE FOR M16 BOLT SIZE SHALL BE PROVIDED FOR ITS TERMINATION.

18) 2 CONDUCTORS OF 1R.3C.3C00 SQ. MM AL XLPE POWER CABLE SHALL BE CONNECTED TO Y-PHASE LINK

CONTROL WIRE & COLOUR DETAILS

WIRE TYPE	SIZE (SQ.MM.)	WIRE COLOUR
AC CONTROL CIRCUIT	1.5	GREY
DC CONTROL CIRCUIT	1.5	WHITE
CT SECONDARY	2.5	RED, YELLOW, BLUE, BLACK
EARTHING CONNECTION	2.5	GREEN WITH (YELLOW STRIP)
TRIP CIRCUIT	1.5	WHITE WIRE WITH * T * LETTERED RED FERRULE

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AND MUST BE COPIED OR LENT WITHOUT THEIR PERMISSION IN WRITING.

DRN.BY : MJB

CHK.BY : HS

REV. 3

DATE 31.11.14

REVISED AS PER CUSTOMER

SNK 2

CUSTOMER COMMENTS

DRN.BY : MJB

CHK.BY : HS

APPD.BY: SNK

DATE 19.05.14

REVISED AS PER CUSTOMER

SNK 1

COMMENTS

FWO No.137/00490

DEPT. INV-DESIGN

PAGE SIZE A3

NOT TO SCALE

BOARD IS MANUFACTURED AS PER REV-4

SIGN HS

DATE 22.01.15

CUSTOMER : GREEN POWER INTERNATIONAL PVT LTD.

PROJECT : NBPS

CONSULTANT : EIL

LARSEN & TOUBRO LIMITED,

"6.6KV ICOG PANEL"

(GENERAL ARRANGEMENT & FOUNDATION DRAWING)

ENGINEERS, MUMBAI

MYP1329

4

SHEET 1 OF 2

REV.

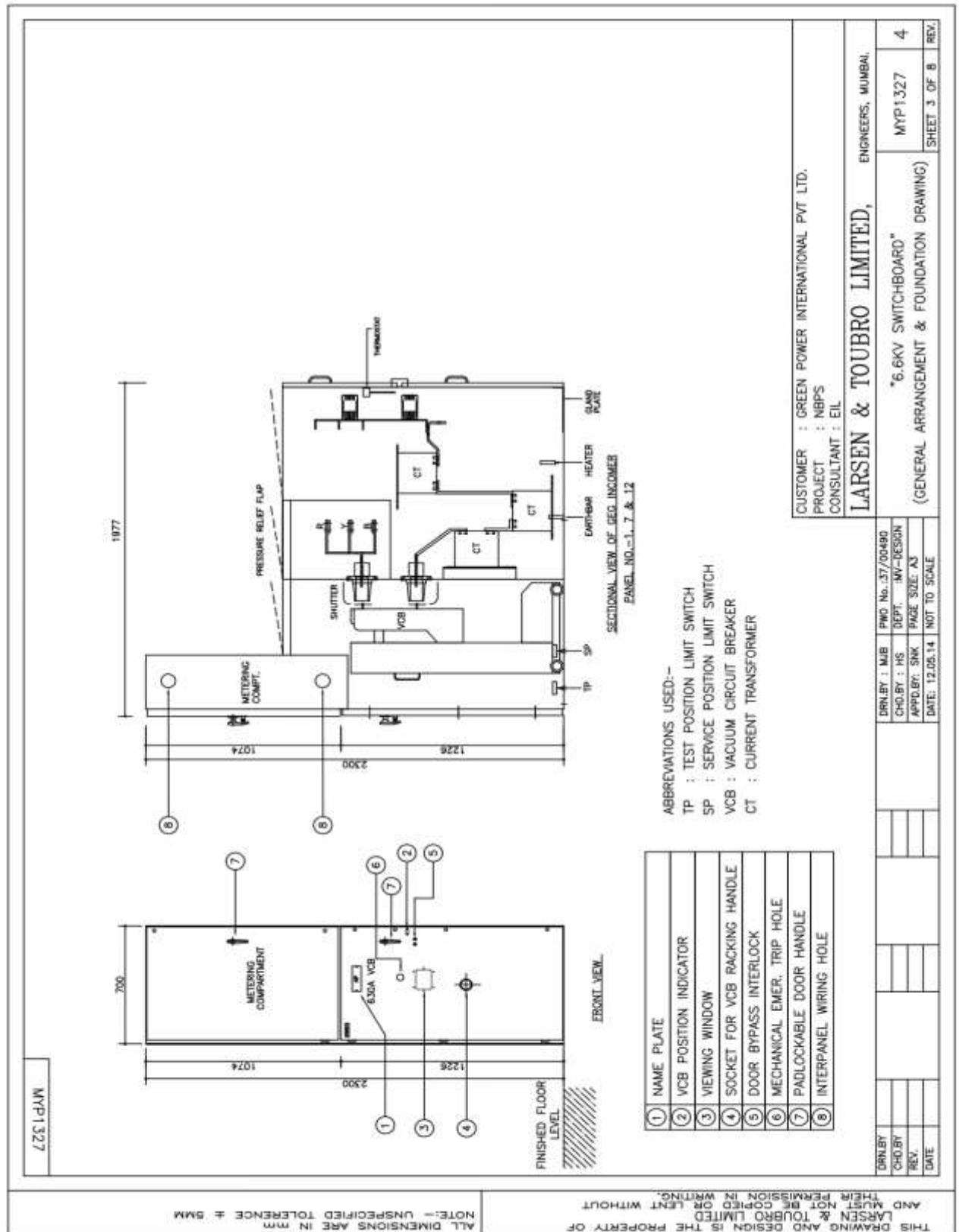


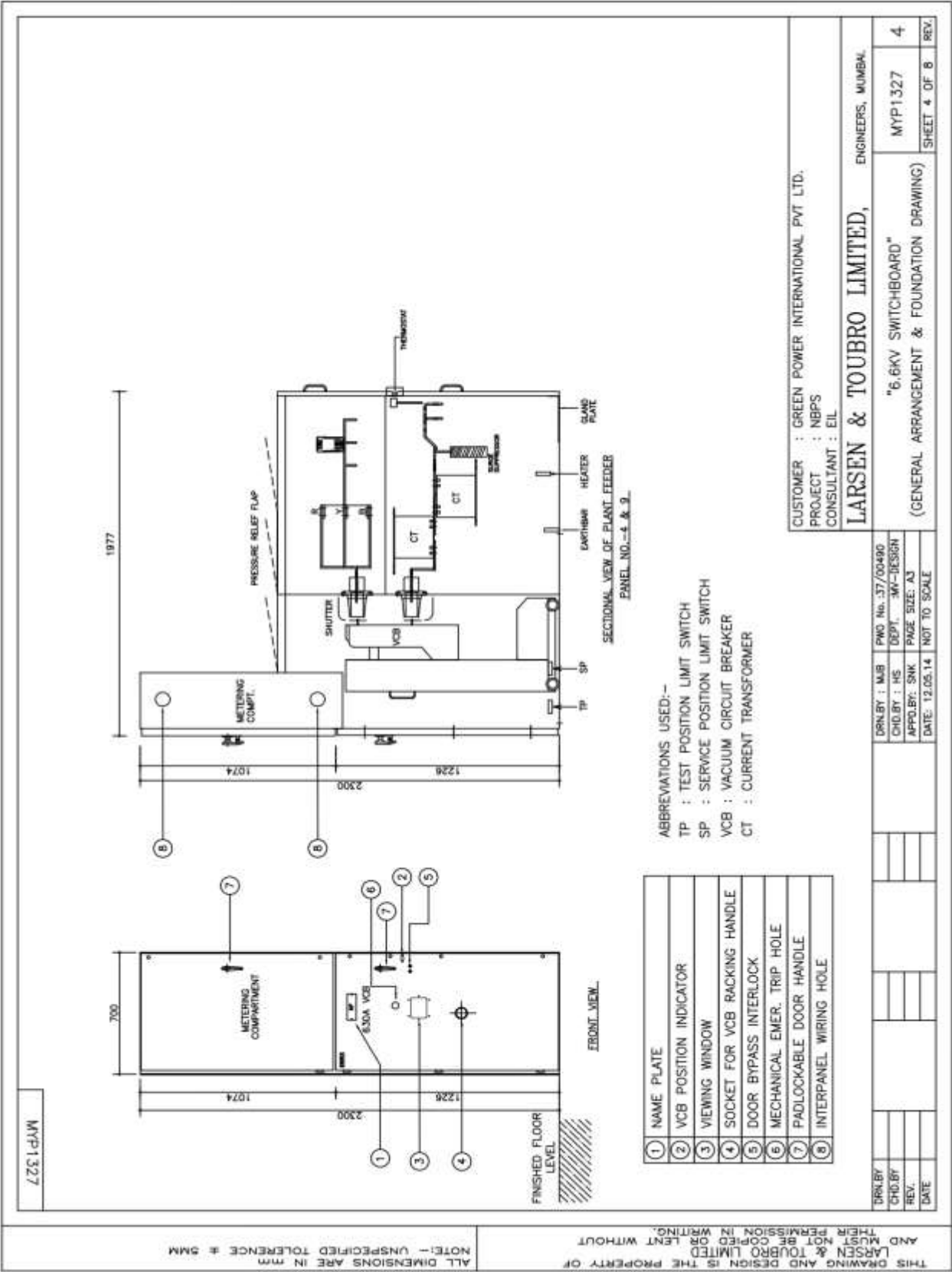
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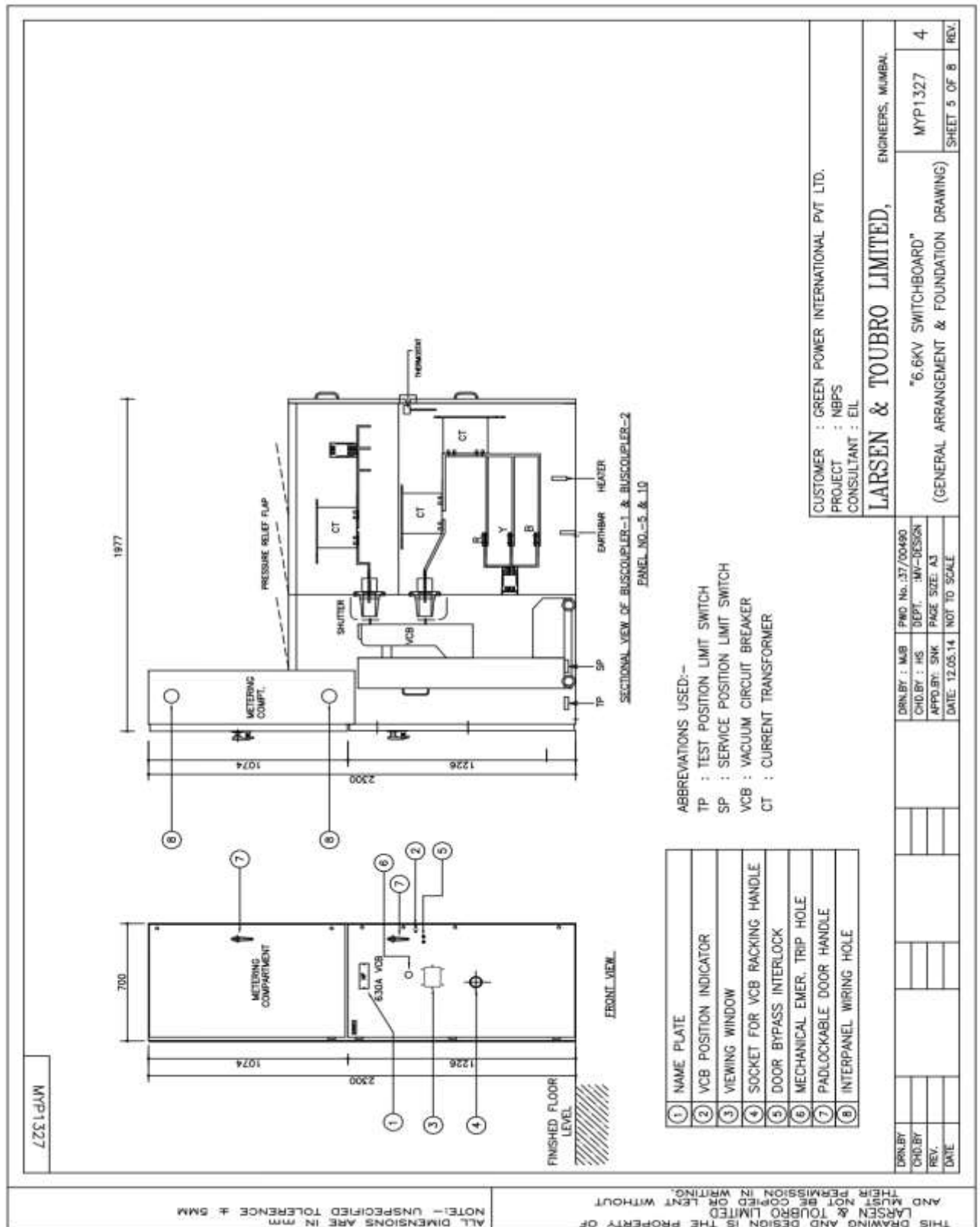
ALL DIMENSIONS ARE IN mm  
NOTE: - UNSPECIFIED TOLERANCE  $\pm 0.5$  mm

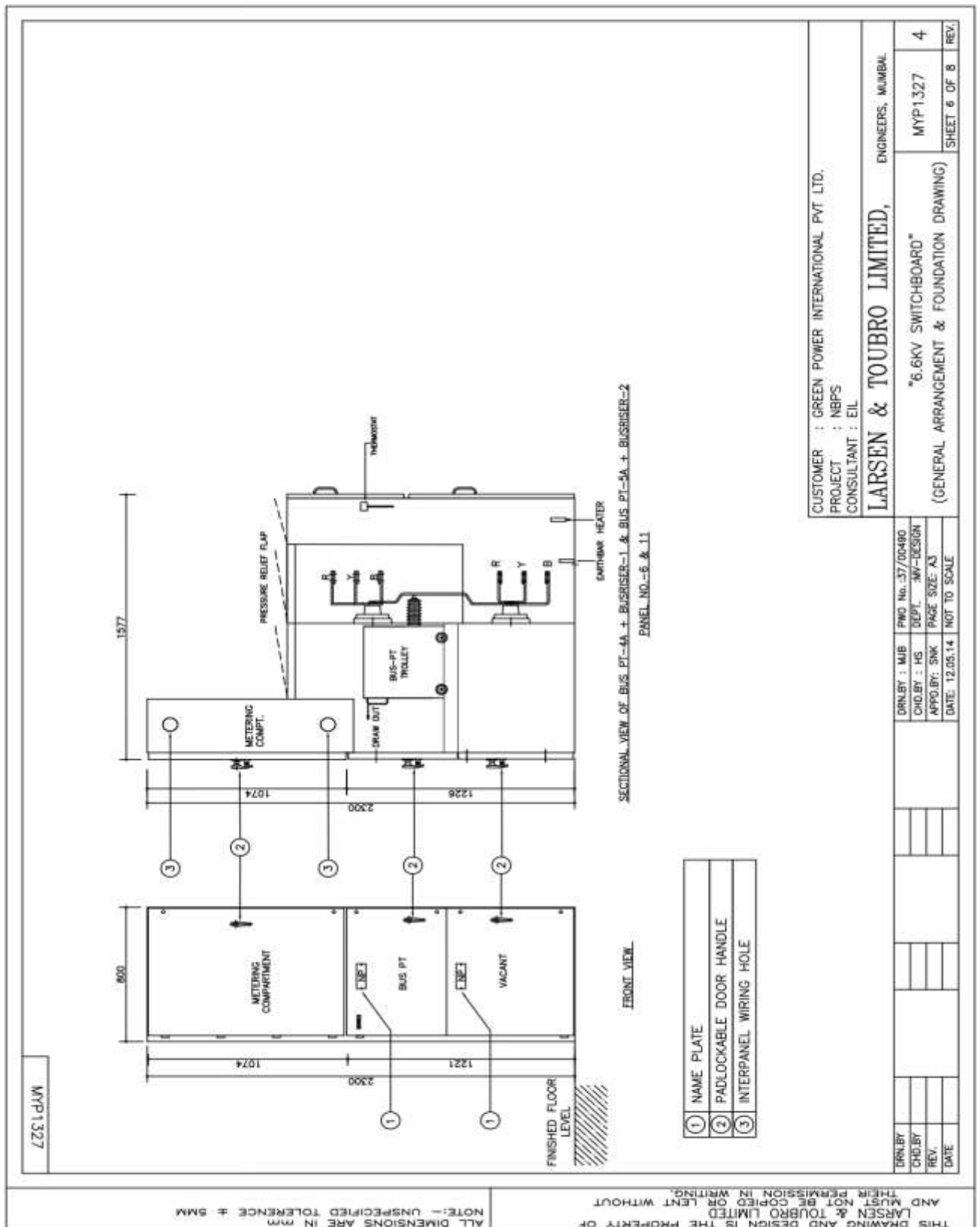
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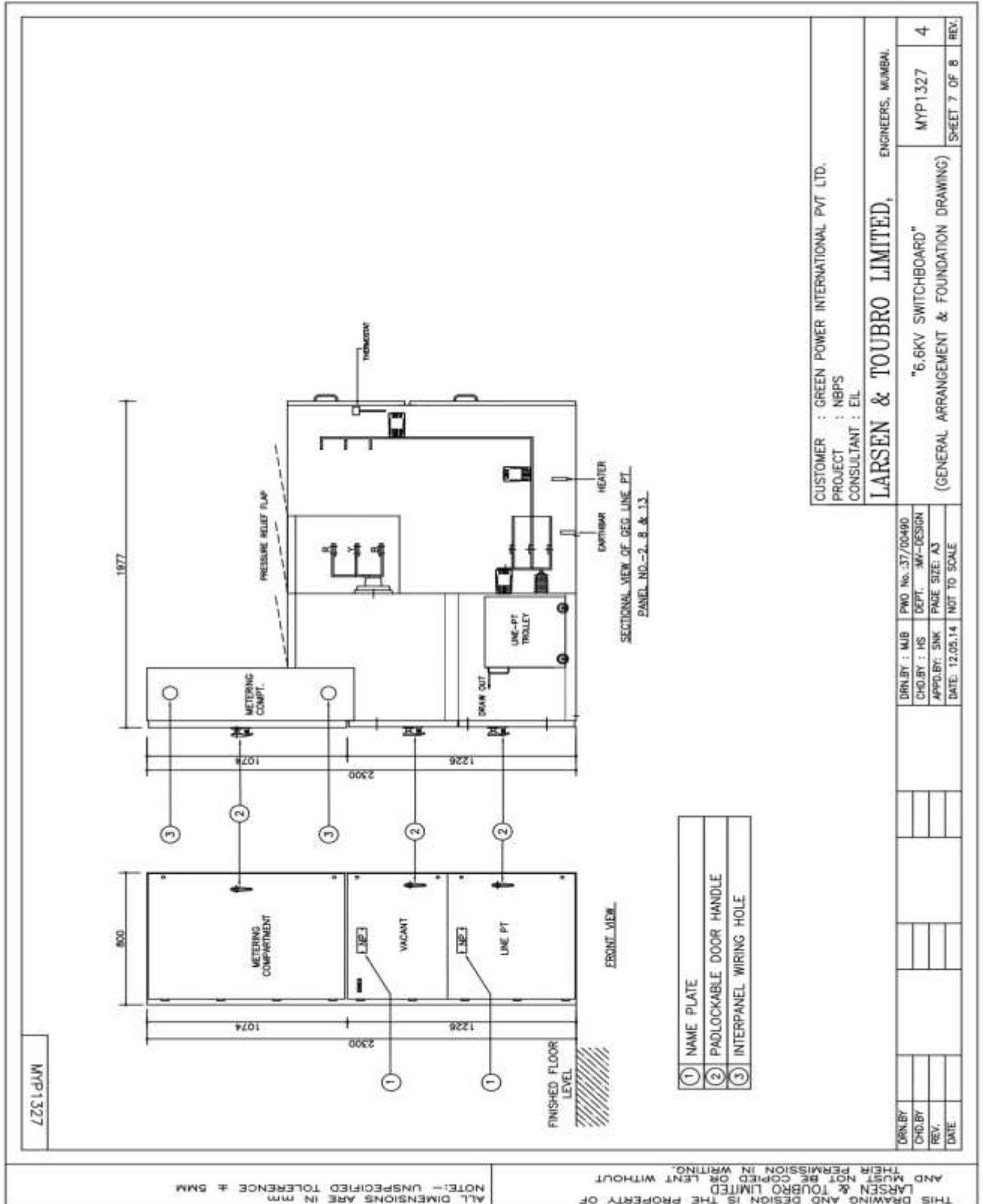
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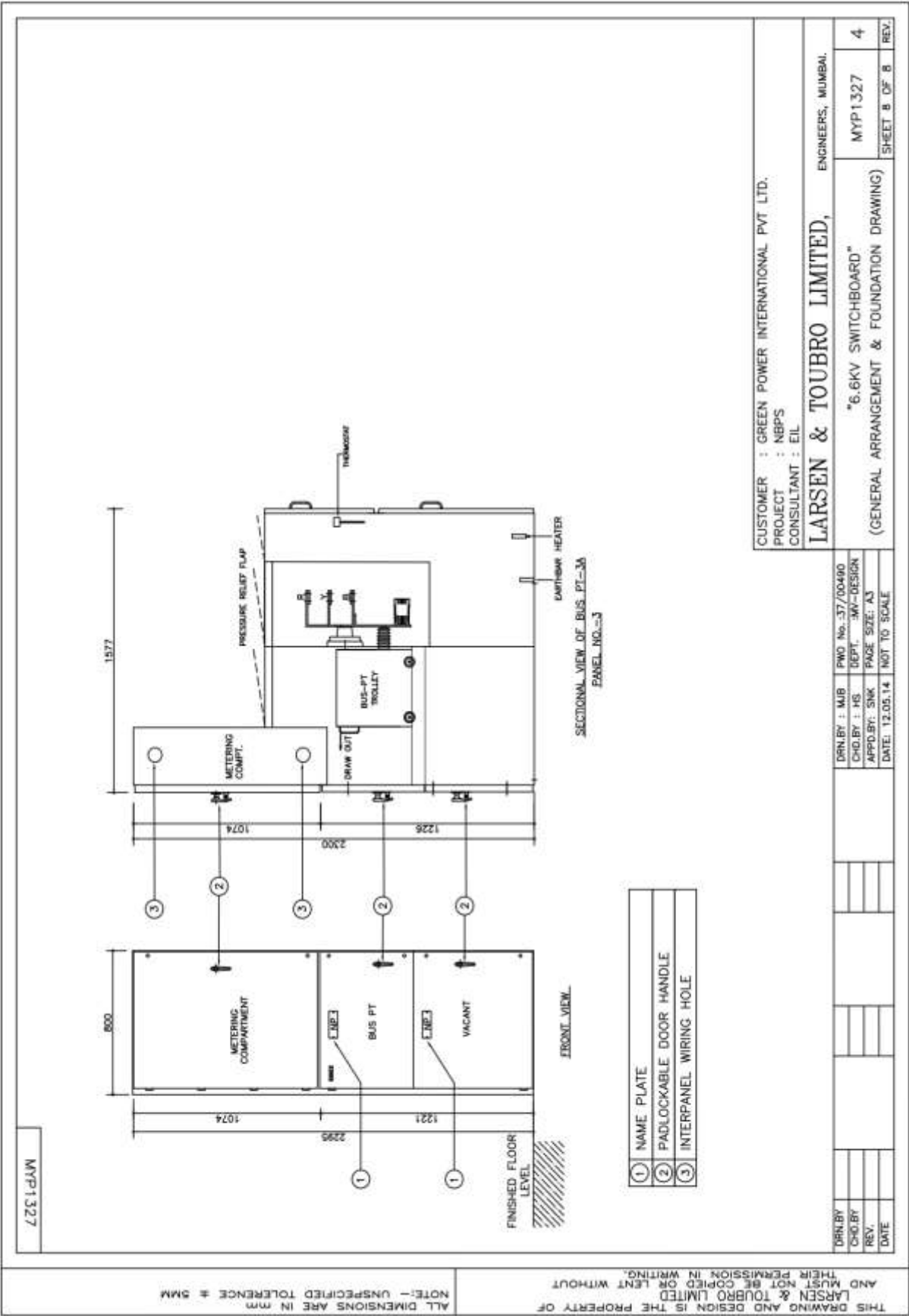


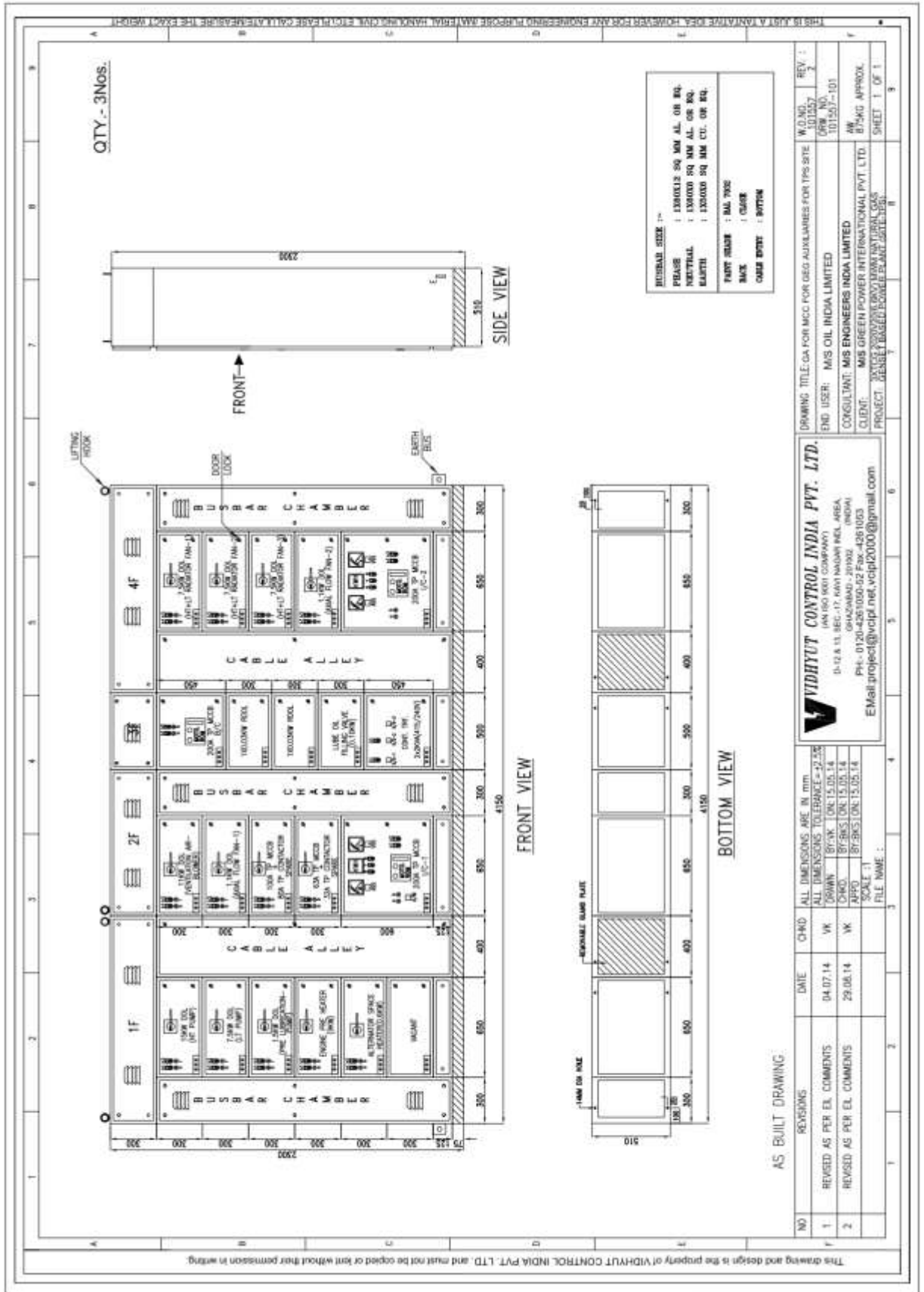


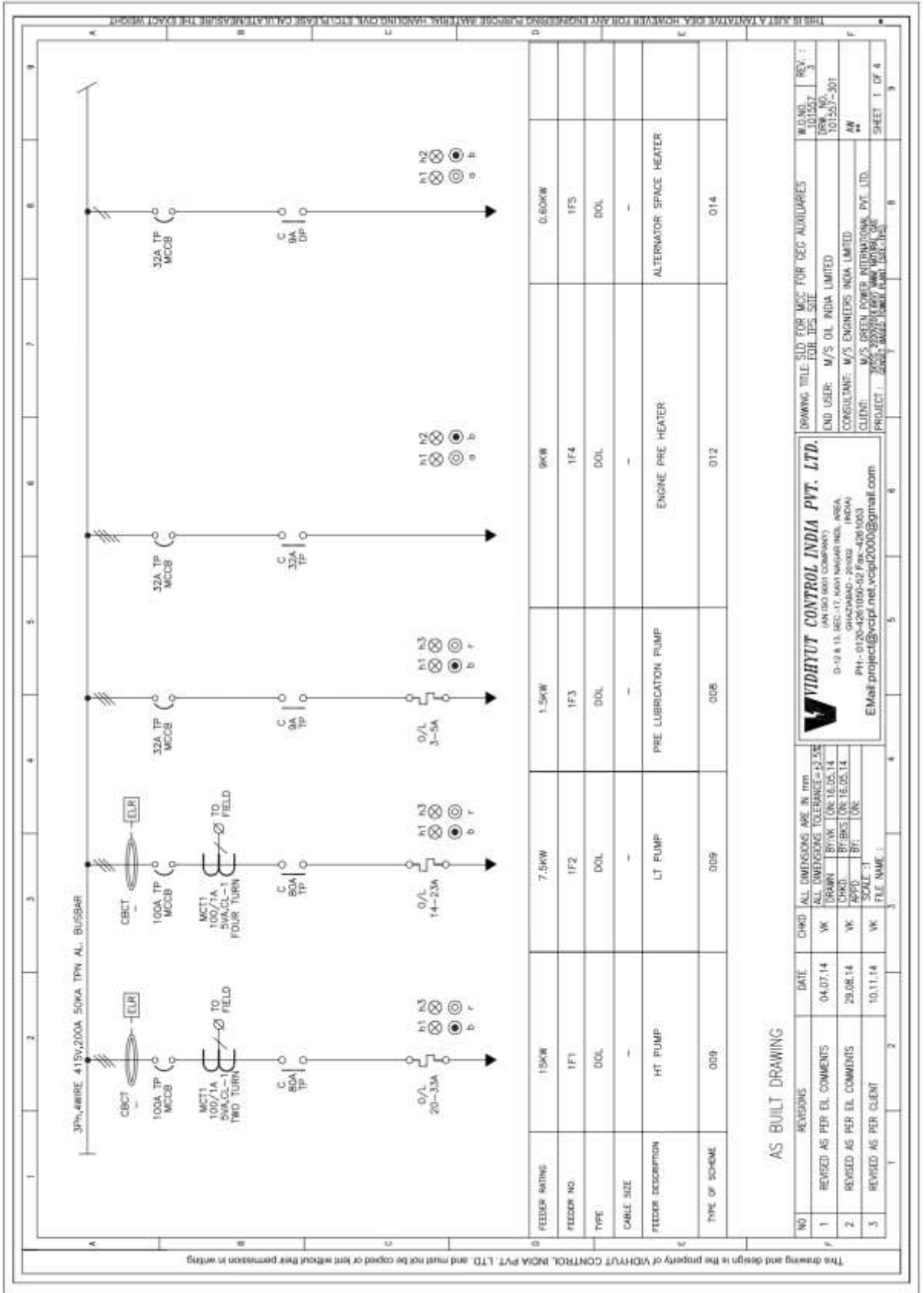


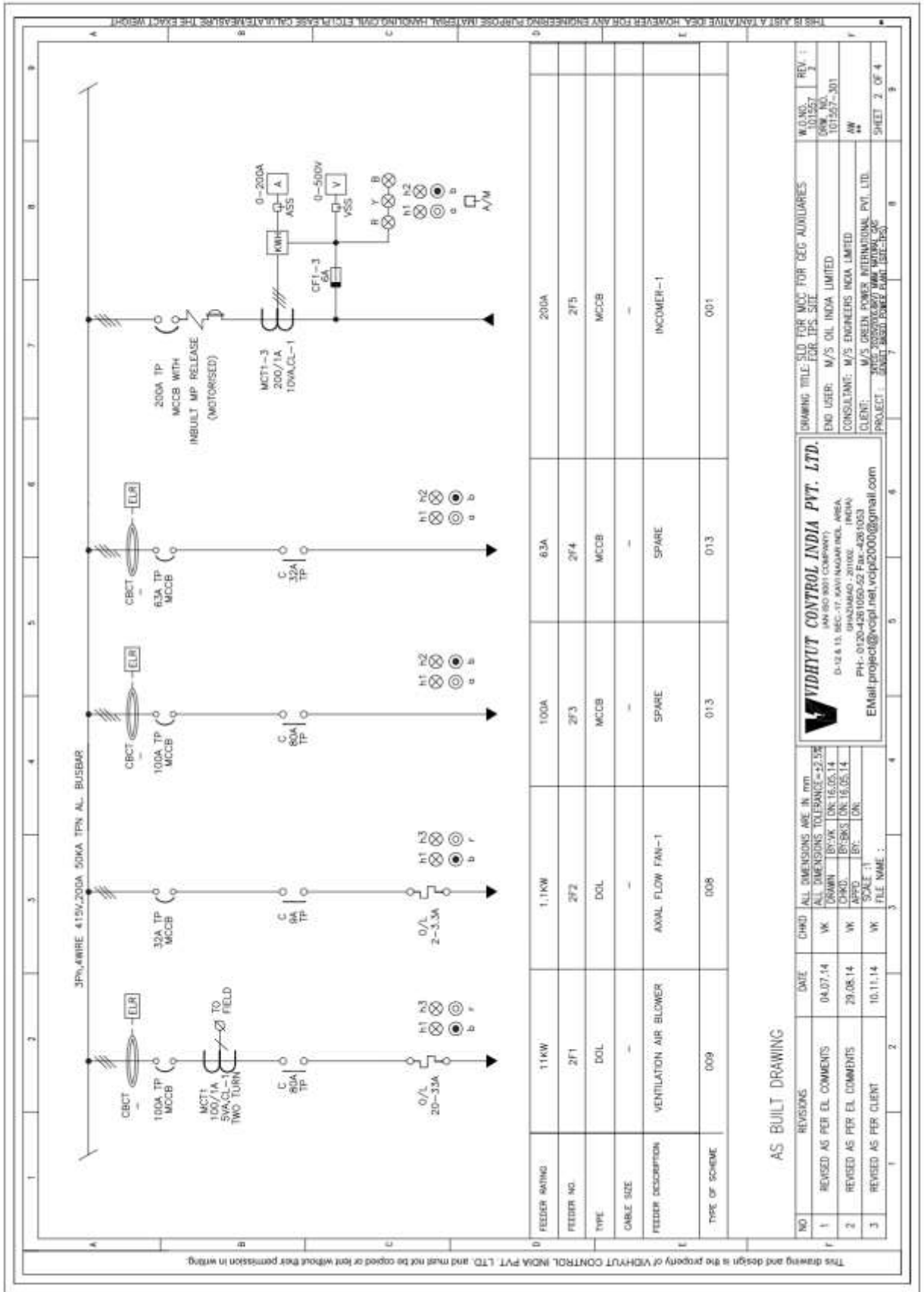


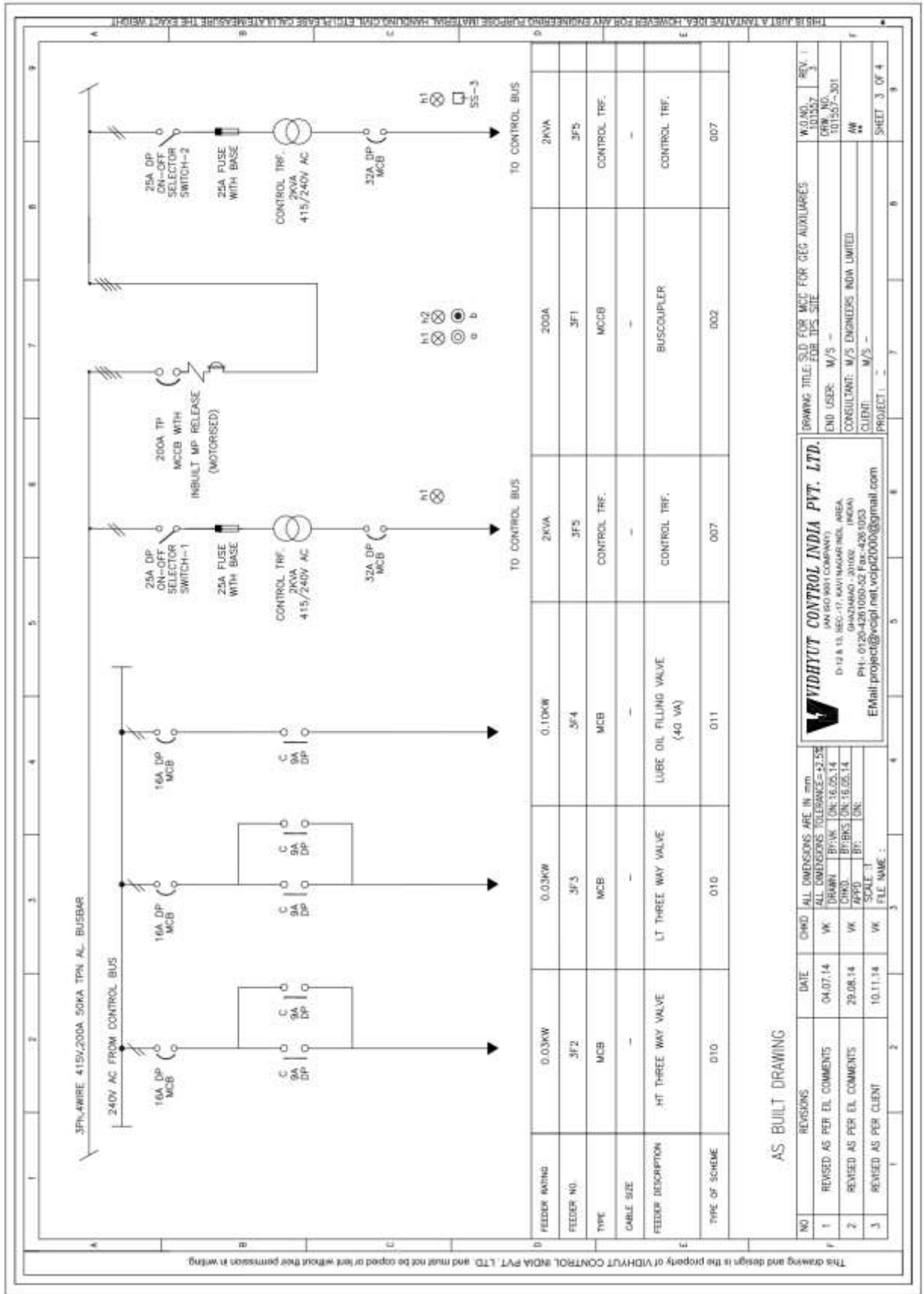


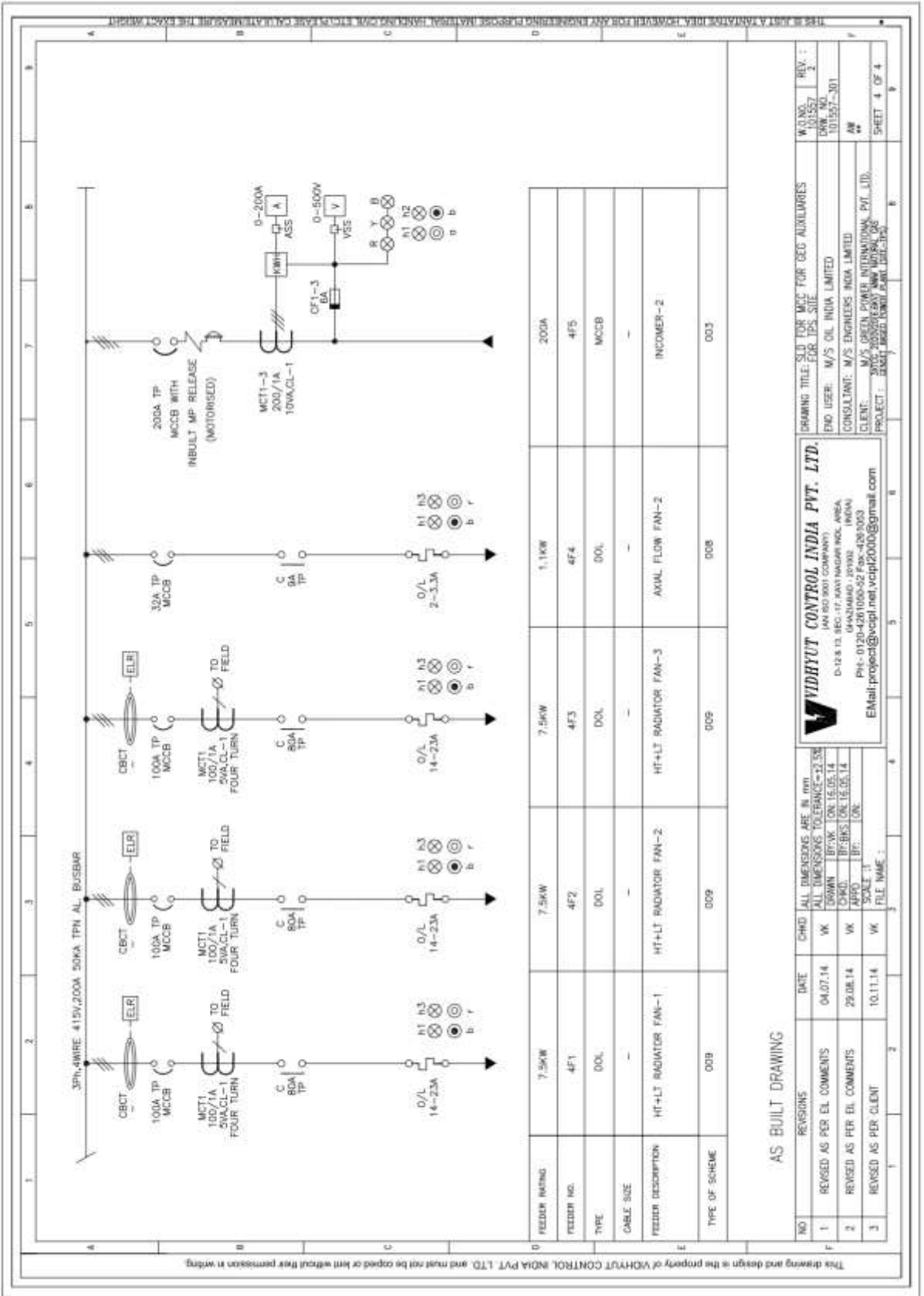




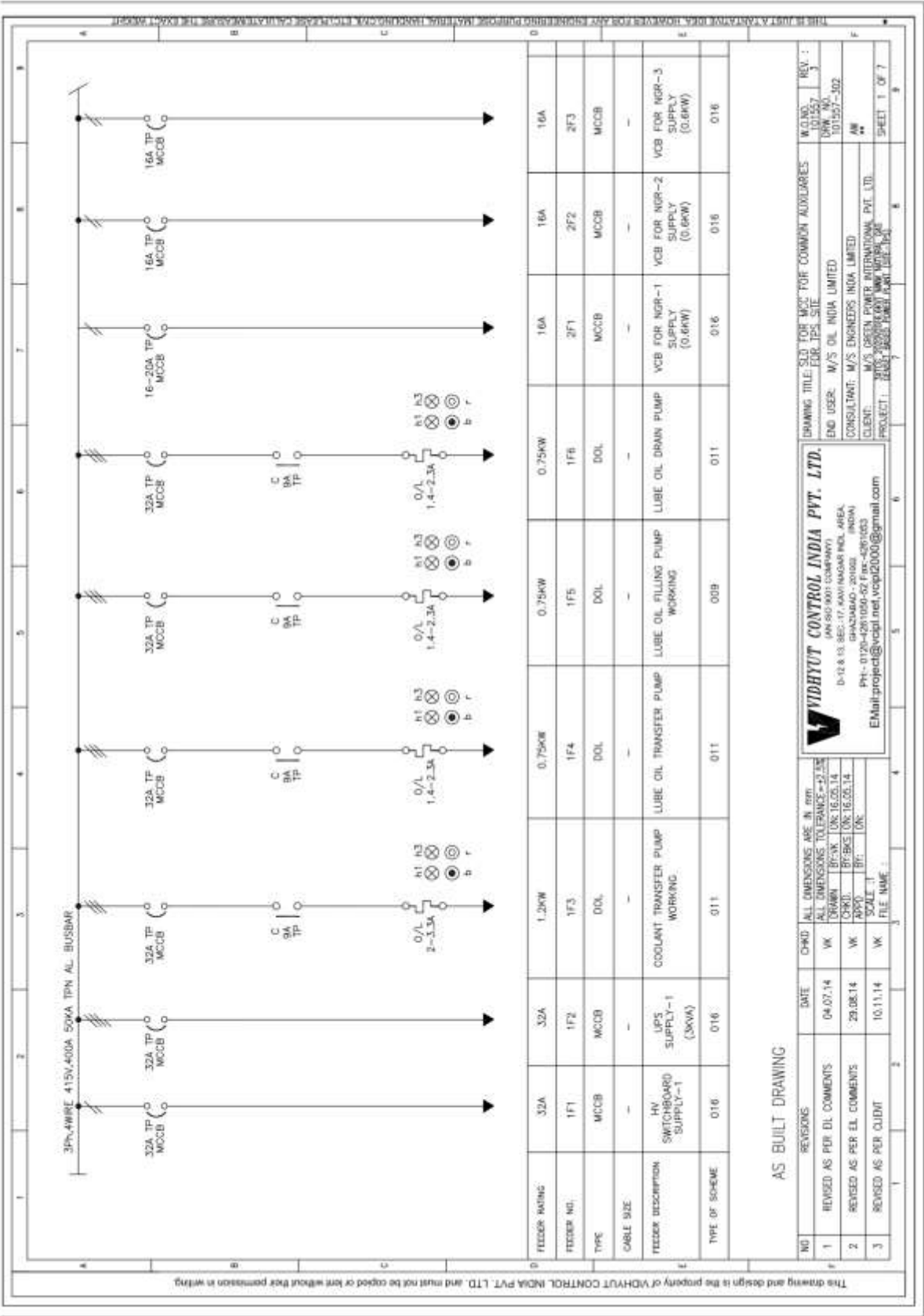


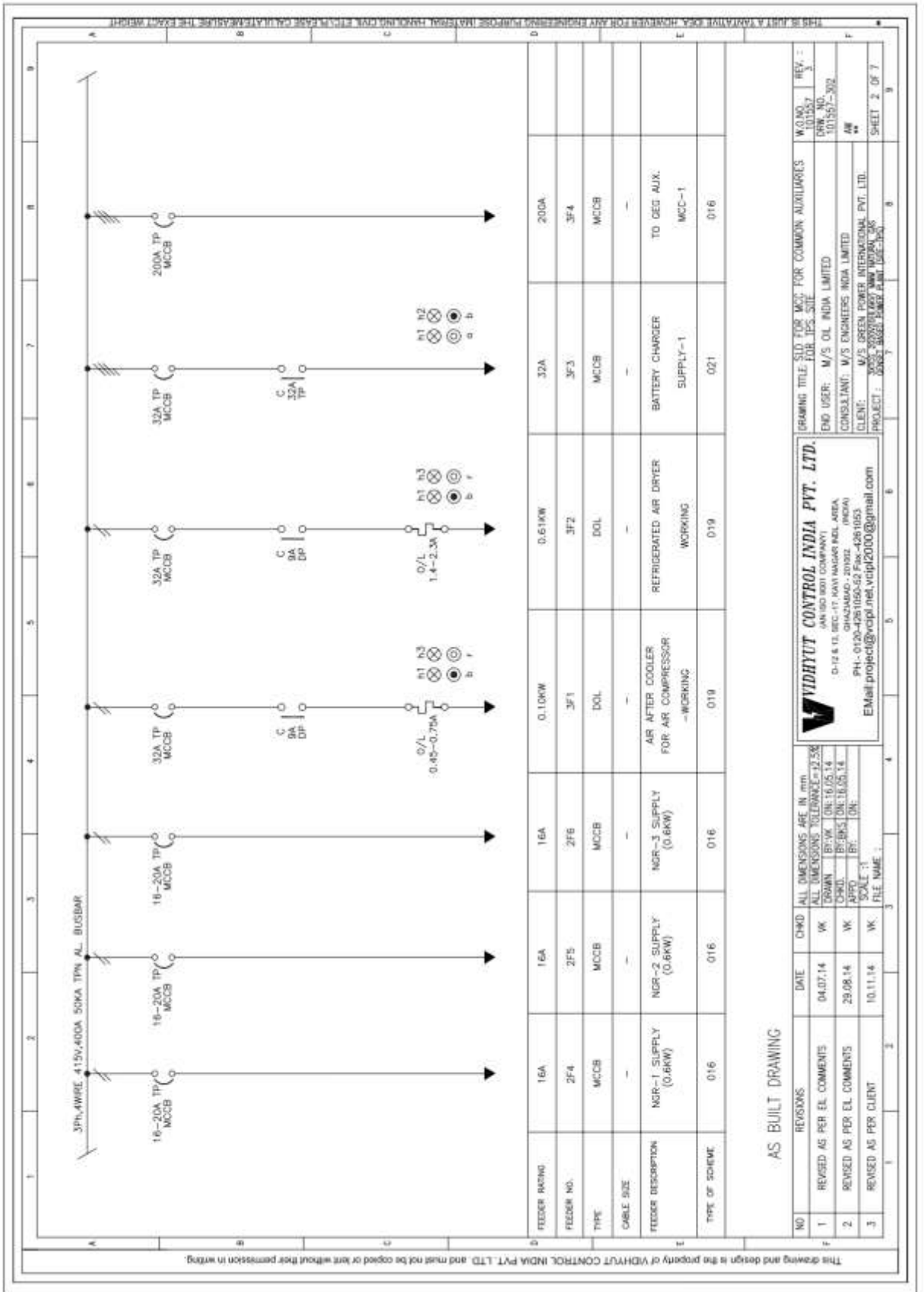


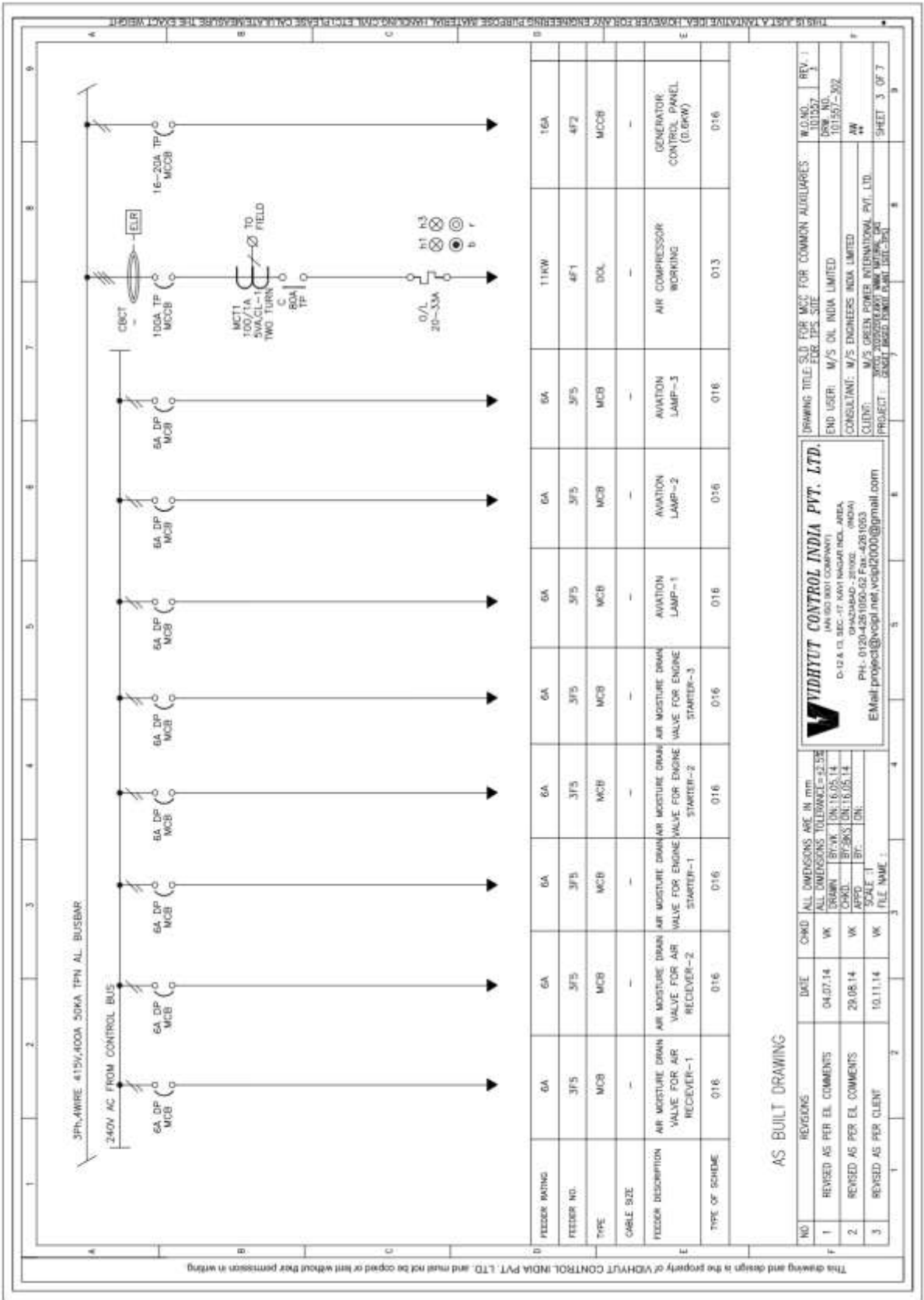


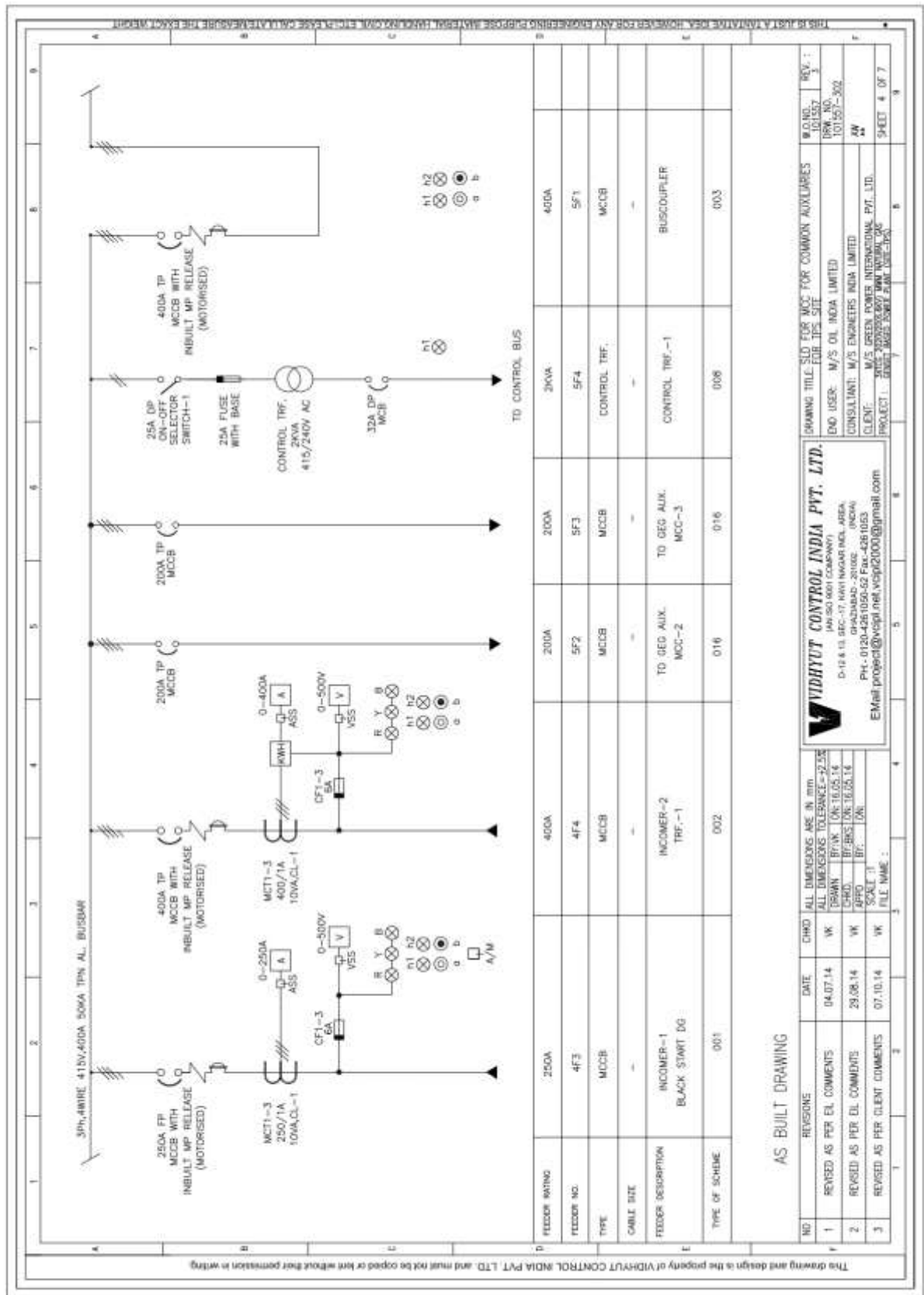


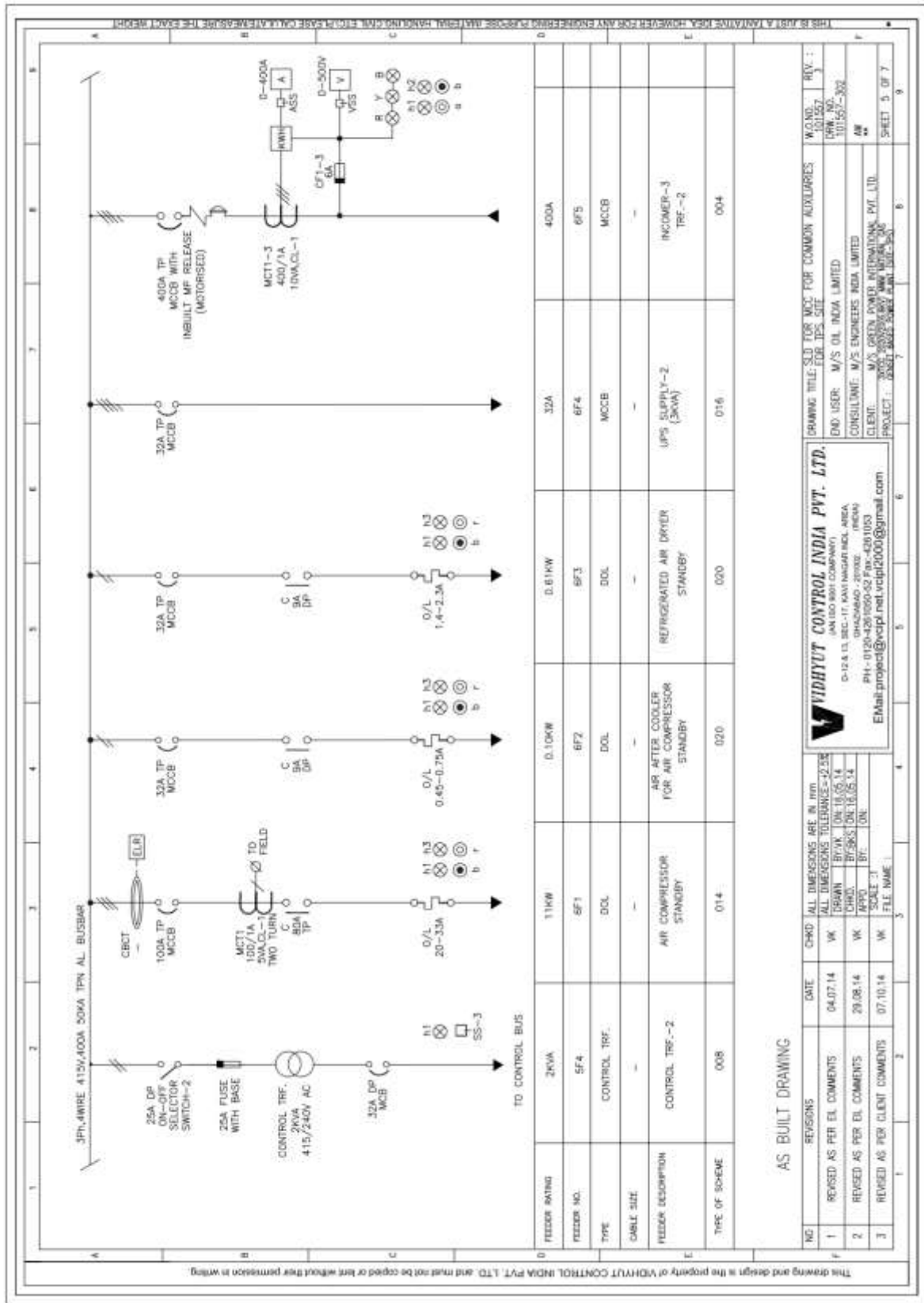


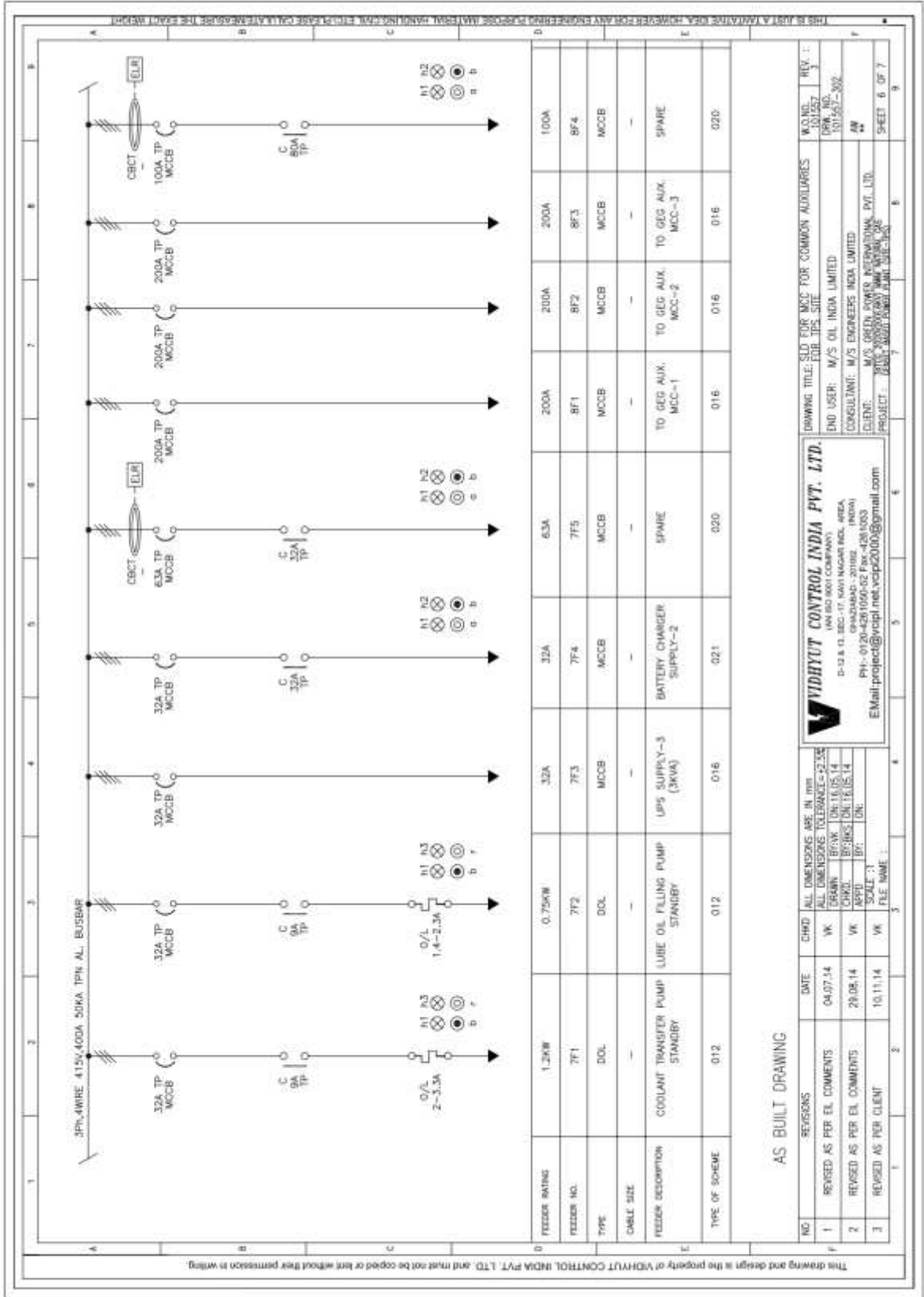


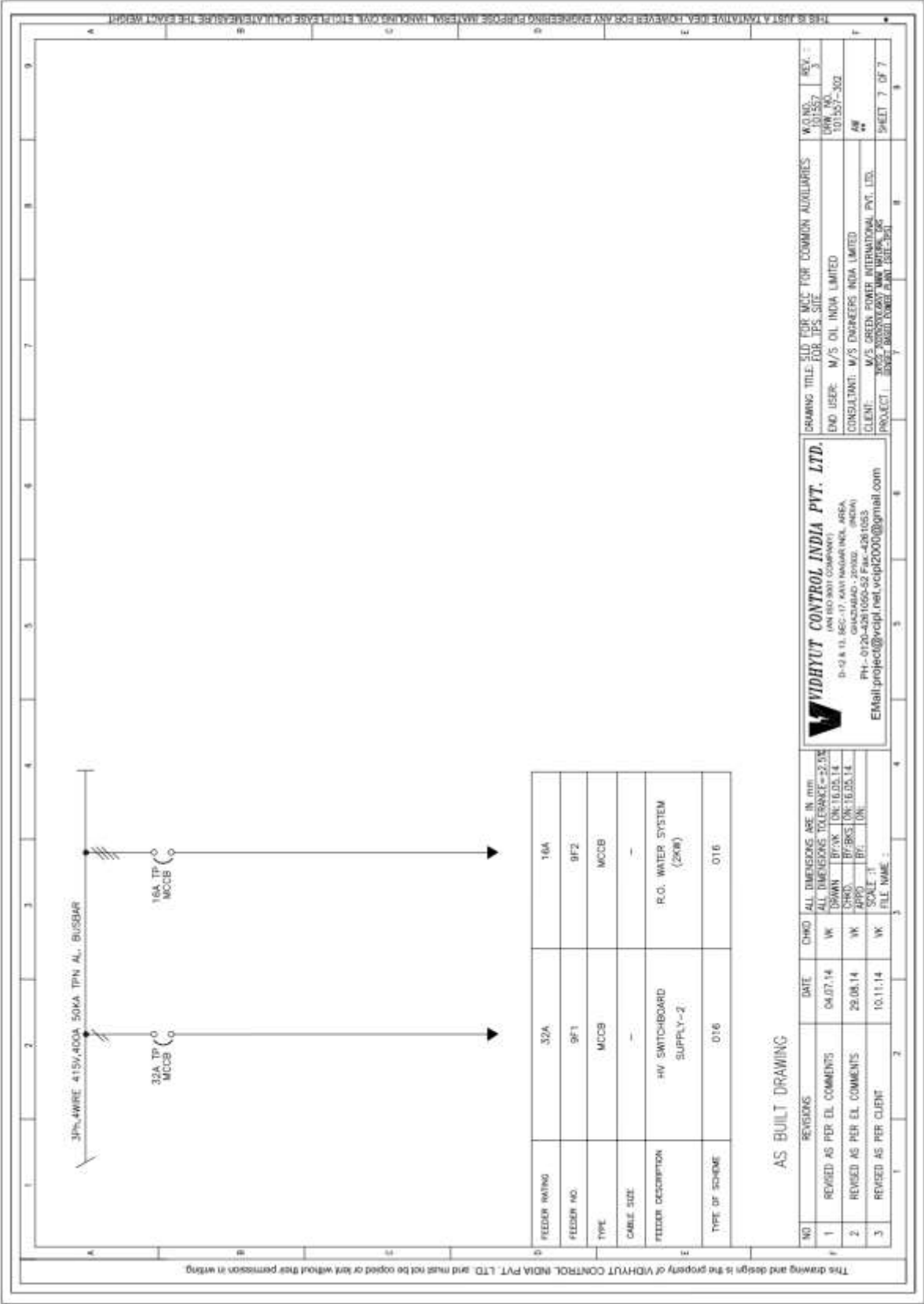


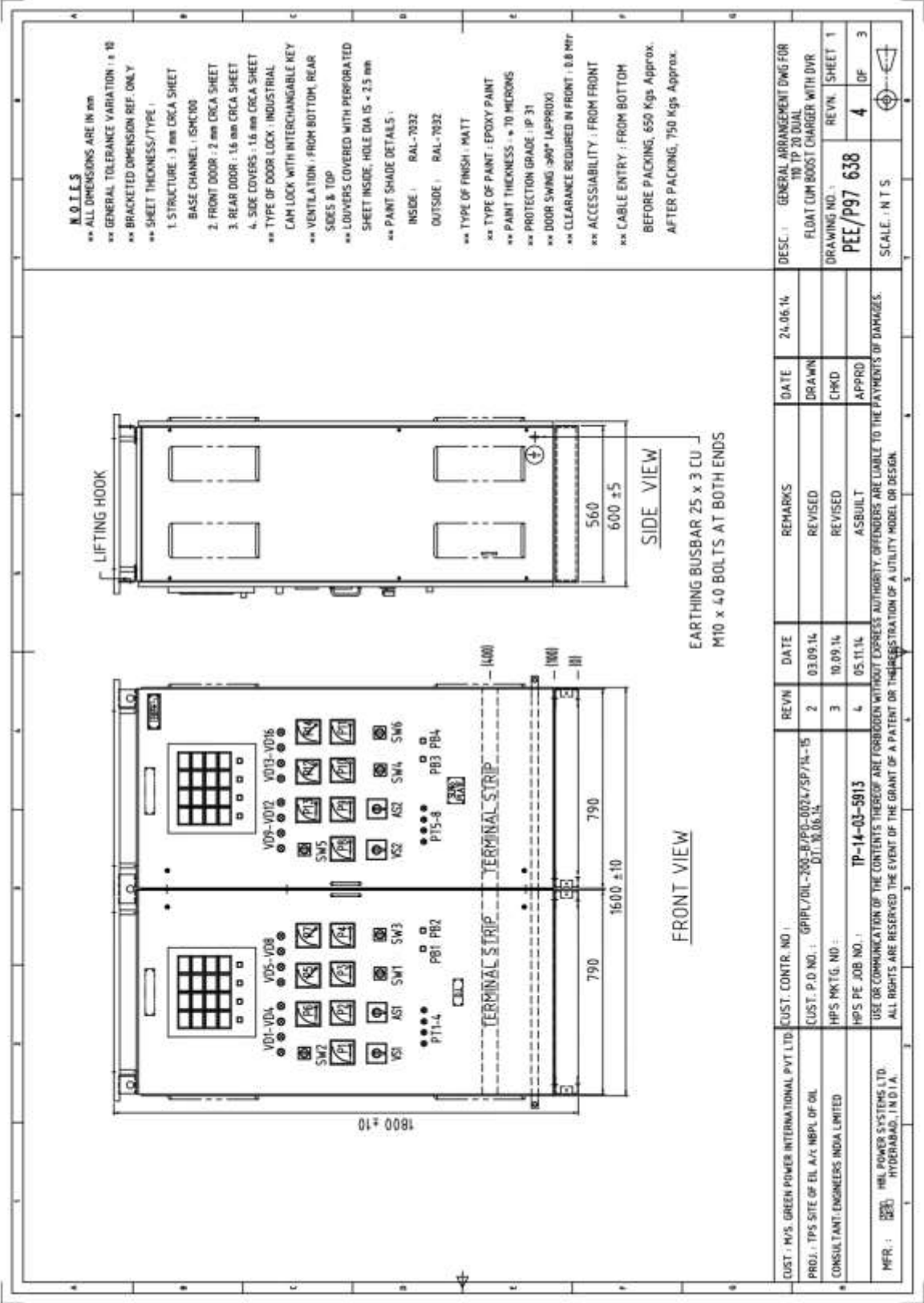


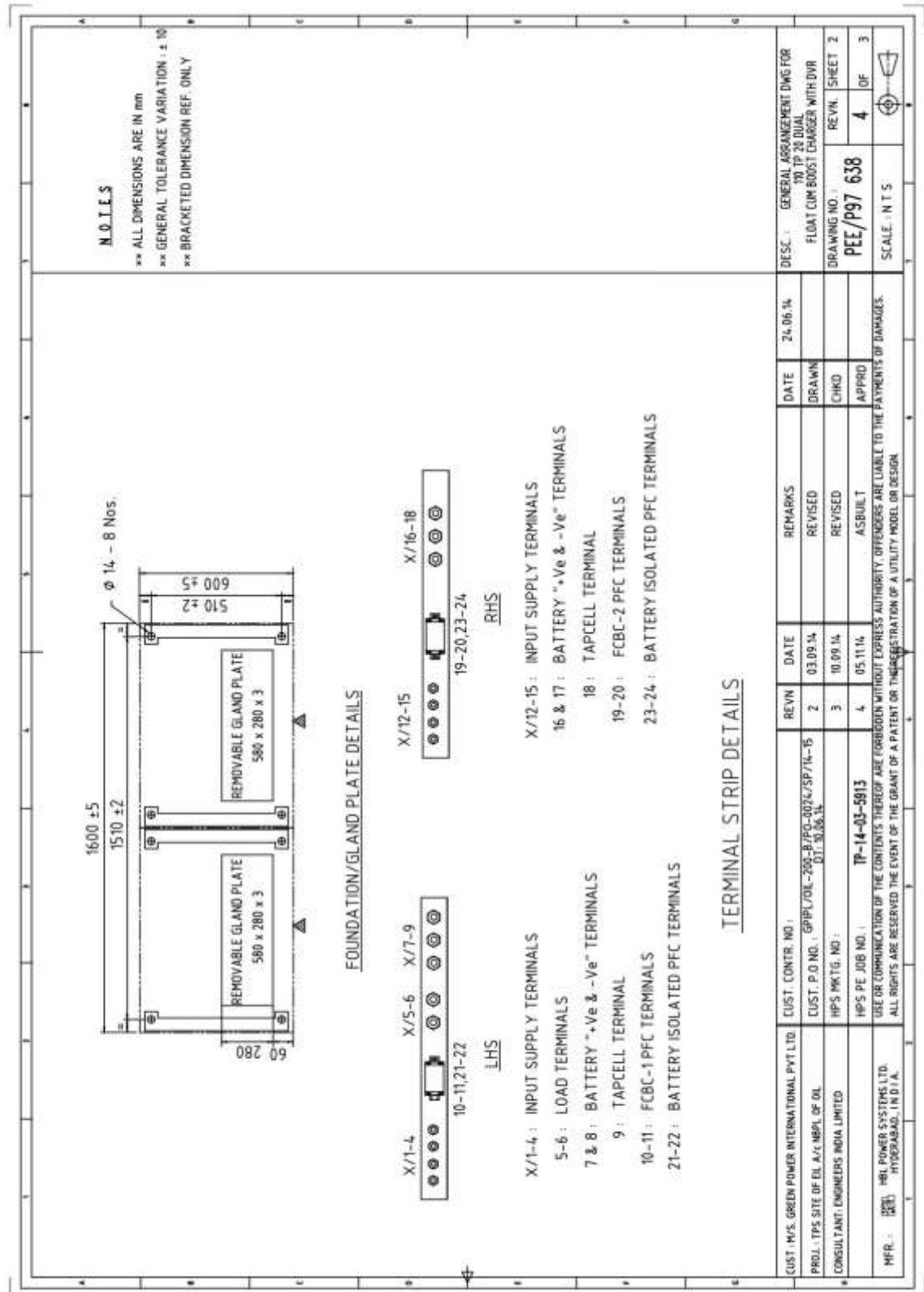


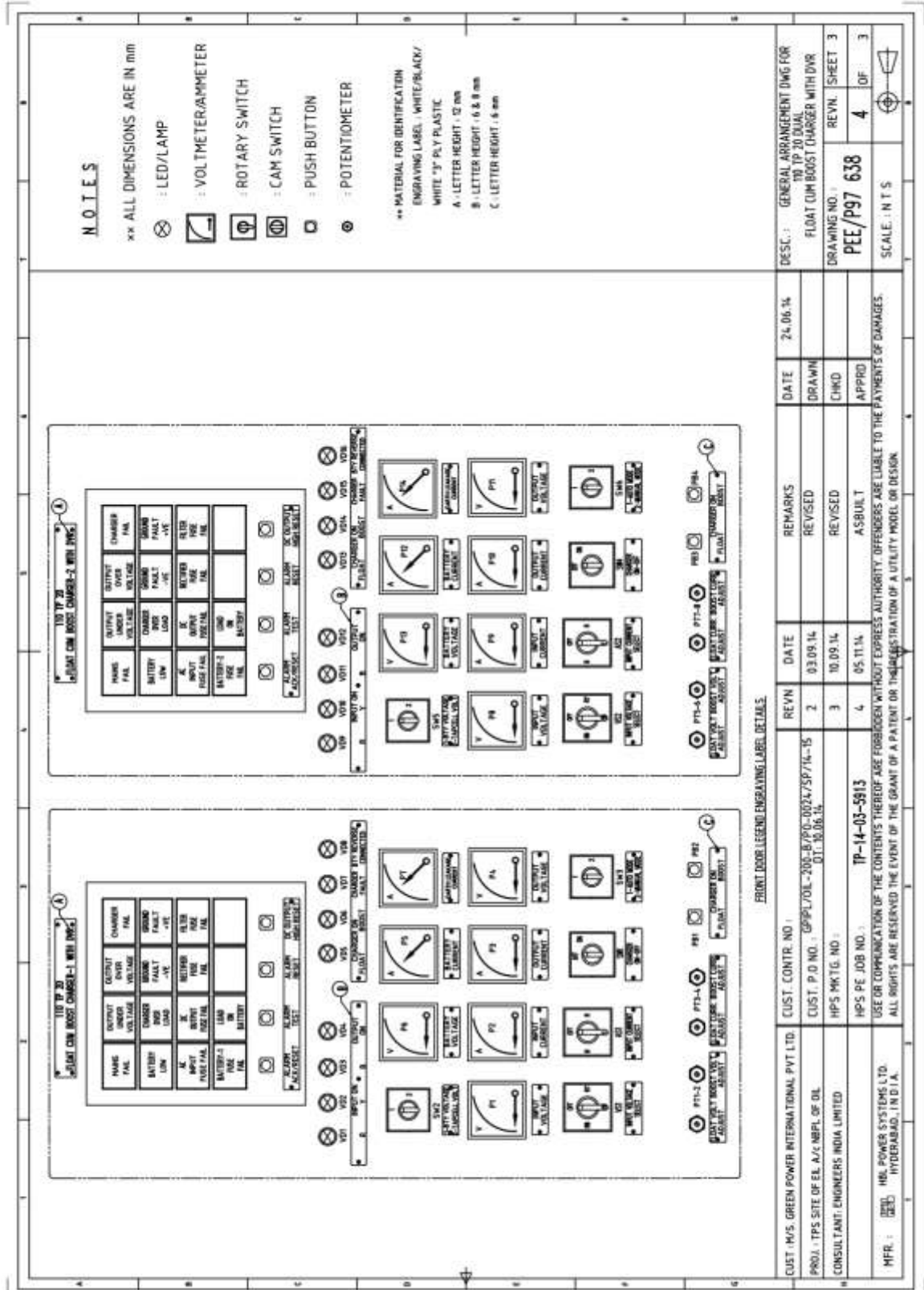








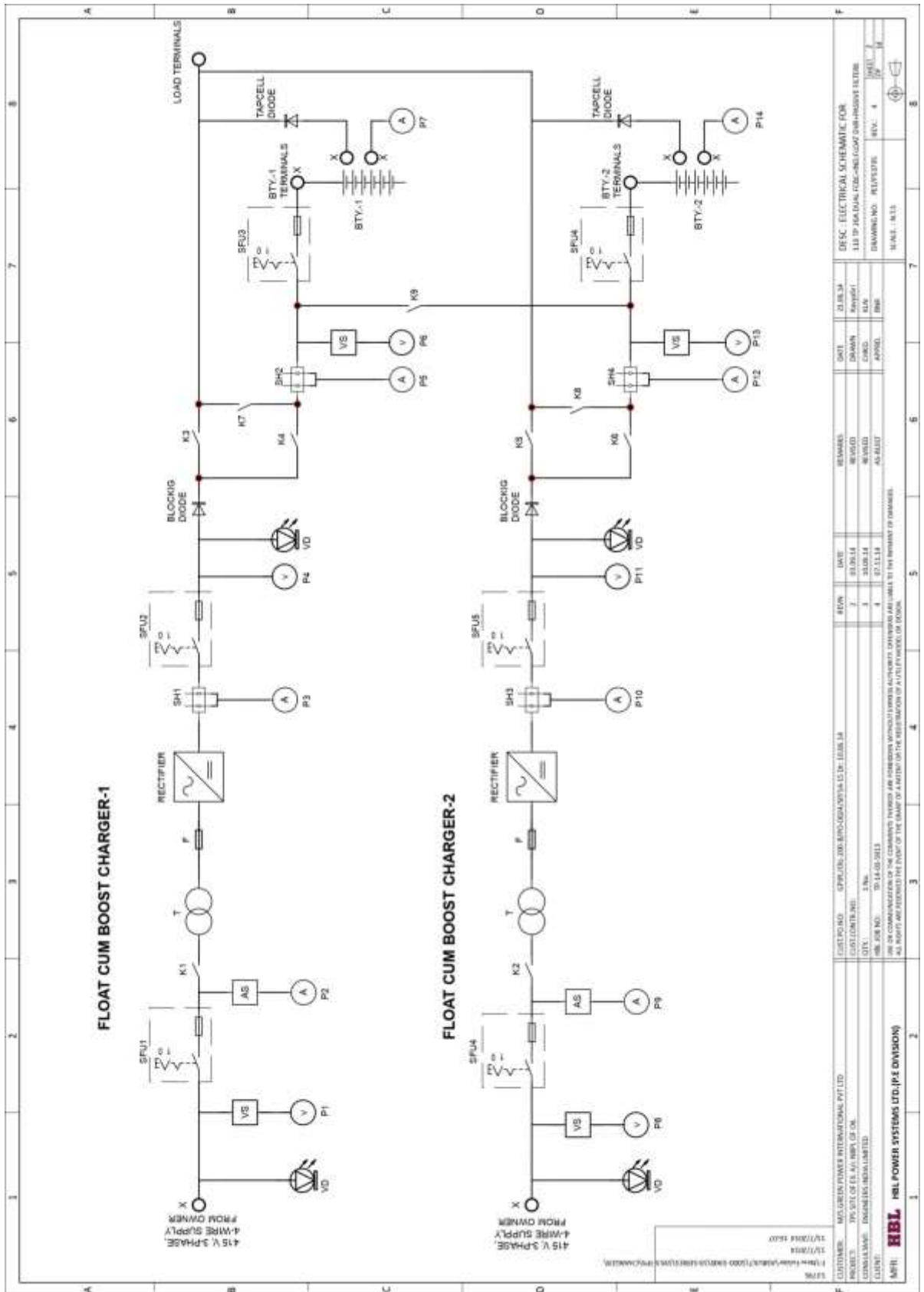




SYMBOLS	DESCRIPTION	SYMBOLS	DESCRIPTION	SYMBOLS	DESCRIPTION
	MCB		TRANSFORMER		FUSE
	MCCB		CHOKE		GLASS FUSE
	CONTACTOR		CONTACTOR / RELAY COIL		RESISTOR
	CURRENT TRANSFORMER		THERMAL OVERLOAD RELAY		THYRISTOR
	DIGITAL PANEL METER		SPACE HEATER		DIODE
	ANALOG PANEL METER		POWER SOCKET		CAPACITOR
	ROTARY SWITCH		PUSH BUTTON		TERMINAL
	CAM TYPE SWITCH		ILLUMINATING LAMP		BUZZER
	SHUNT		LED / LAMP		THERMOSTAT

LEGEND	DESCRIPTION	LEGEND	DESCRIPTION	LEGEND	DESCRIPTION
A	ELECTRONIC CARDS	T	TRANSFORMER	TSC	THERMOSTAT
CT	CURRENT TRANSFORMER	L	CHOKE	BZ	BUZZER/HOOTER
MOD	THY-THY / DIODE-DIODE MODULE	TH	THERMAL OVERLOAD RELAY	PB	PUSH BUTTON
V	THYRISTOR / DIODE	SW	TOGGLE / CAM / ROTARY SWITCH	RL	RELAY
F	FUSE	S	SWITCH	DS	DOOR SWITCH
R	RESISTOR	COS	CHANGEOVER SWITCH	PS	POWER SOCKET
Q	MCB / MCCB	VS	VOLTMETER SELECTOR SWITCH	IL	ILLUMINATING LAMP
K	CONTACTOR	AS	AMMETER SELECTOR SWITCH	SPH	SPACE HEATER
X	TERMINAL	SH	SHUNT		
C	CAPACITOR	VD	LED / LAMP		

[illegible]



**CHECK LIST FOR OPERATING PERSONNEL:**

**I. Equipment: Gas Engine [Make: MWM Model: TCG 2020 V20]  
Frequency: Every Shift**

**ACTIVITY:**

1. Always start and shutdown Generating set engine following procedures recommended by the OEM. Warm up engine before putting on load. Run multiple units depending on the load level.
2. Check and maintain engine oil level in crankcase
3. Check for engine oil dilution / contamination
4. Check and maintain coolant level
5. Check vacuum indicator for restriction of air filter element
6. Check and maintain hydraulic governor oil
7. Check and record engine parameters, viz.: engine oil pressure, engine oil temperature, coolant temperature, air manifold temperature (L/R), exhaust temperature (L/R) and other parameters mounted on the instrument panel.
8. Visually check condition of belts
9. Check for leaks of oil, coolant, fuel, exhaust gases. Observe for looseness in securing clamps / bolts in oil, fuel and water lines.
10. Check for any abnormal sound / vibration in the engine
11. Check condition of flexible coupling
12. Check engine load from PCC. Observe and record any abnormality in load sharing
13. Maintain proper housekeeping of the acoustic enclosures
14. Report any of the following for maintenance services:
  - Abnormal engine noise or vibration
  - Low engine oil pressure
  - Abnormal coolant or oil temperature
  - Excessive smoke
  - Excessive consumption of engine oil
  - Low engine power
  - Misfiring or engine hunting
  - Contamination of engine oil
  - Malfunctioning of all the instruments / tripping devices.
  - Any other occurrence needing attention of maintenance personnel

**II. Equipment: Air Compressor [Make: Ingersoll Rand, Model:231/7T2/15T2  
HP:20, 300 liters]  
Frequency: Every Shift**

**ACTIVITY:**

1. Check and maintain oil level in crankcase of both engine and compressor
2. Visually check drive belt condition
3. Drain condensate / moisture from air receiver and intercooler
4. Clean suction air filter
5. Check and maintain air receiver air pressure
6. Check proper functioning of the un-loader and relief valves
7. Check for any abnormal sound / vibration in the compressor and engine
8. Report any of the following for maintenance services:
  - Abnormal noise or vibration of compressor
  - Low discharge pressure
  - Malfunction of un-loader assembly
  - Any malfunction related to the prime mover's starting system, fuel system etc.
  - Any other occurrence needing attention of maintenance personnel.

**III. Equipment: Cooling Tower [Make: SCT Model: SPL 25986 C]  
Frequency: Every Shift**

**ACTIVITY:**

1. Check and maintain water level in tower basin
2. Drain sediments and debris from CT basin and keep it clean at all times
3. Check fan assembly for proper operation, looseness of bolting / coupling etc.
4. Check and maintain oil level of gear reducer unit
5. Check raw water pump and associated piping for proper operation / leaks
6. Report any of the following for maintenance services:
  - Malfunction of the fan assembly
  - Damage or looseness of the drive coupling and mounting bolts
  - Leaks related to circulating water pump, make up water pump & associated piping
  - Any other occurrence needing attention of maintenance personnel

**IV. Equipment: Gas Filtration Unit [Make: SCT, Pune Model: NGP 120]:Frequency: Every Shift**

**ACTIVITY:**

1. Record fuel gas pressures, both incoming and outgoing
2. Drain surge vessels, moisture separator & fine filter
3. Check for leaks in the valves, regulators and interconnecting fuel gas piping

**CHECK LIST FOR MAINTENANCE PERSONNEL:**

**I. Equipment: Gas Engine**

**Frequency: Daily**

**ACTIVITY:**

1. Check the operator's daily reports
2. Investigate and correct reported cases of
3. Low engine oil pressure
4. Low power
5. Abnormal water or oil temperature
6. Excessive smoke
7. Misfiring
8. Unusual engine noise / vibration
9. Excessive consumption of engine oil
10. Contamination of engine oil
11. Leakage of coolant, fuel gas, water, engine oil or air
12. Load sharing problems
13. Coupling wear / damage
14. Loose foundation bolting
15. Dirty / clogged air cleaner element
16. Any other reportable condition

**II. Equipment: Gas Engine;**

**Frequency: Every 500 Hours**

**ACTIVITY:**

1. Repeat daily checks
2. Check and adjust belt tension - replace belts if necessary
3. Check engine coolant and corrosion resistor / de-scaling additives
4. Clean air filter elements and filter housing with compressed air
5. Check all wires for frayed / damaged insulation - replace if necessary
6. Check all connections to ensure that they are proper
7. Check all gauges for proper operation- replace defective gauges
8. Check throttle linkages for looseness of lock nuts / bolts.
9. Lubricate actuator control linkage rod and bearings
10. Clean crankcase breather
11. Externally clean engine and surroundings with water & detergent

**III. Equipment: GAS ENGINE**

**Frequency: Every 1000 Hours**

**ACTIVITY:**

1. Repeat daily and 500 hr checks
2. Drain engine oil, clean crankcase and refill fresh engine oil
3. Replace hydraulic governor oil
4. Replace oil filter elements after cleaning the filter housing

5. Replace belts if necessary
6. Clean / replace air filter elements
7. Check and adjust valve tappet clearances
8. Service gas regulators and check gas pressure to carburetor
9. Grease bearings
10. Service carburetor
11. Check / adjust ignition timing
12. Service air starter
13. Replace spark plugs
14. Check ignition transformers - replace if necessary
15. Check functioning of safety system & safety devices
16. Check and tighten all foundation bolting

**IV. EQUIPMENT: Air Compressor**

**FREQUENCY: Daily**

**ACTIVITY:**

1. Check the operator's daily records
2. Investigate and correct reported cases of
  - a. Abnormal noise or vibration of compressor
  - b. Abnormal noise or vibration of the prime mover (motor /engine)
  - c. Low discharge air pressure
  - d. Leakage of air in air lines, valves and intercooler
  - e. Malfunction of un-loader assembly
  - f. Reports related to the engine's starting system, fuel system
  - g. Any other occurrence needing attention of maintenance personnel

**V. EQUIPMENT: Air Compressor**

**FREQUENCY: Every 250 Hours or 6 months(whichever is earlier)**

**ACTIVITY:**

1. Repeat daily checks
2. Replace air cleaner element
3. Check un-loader for proper functioning
4. Check proper tightness of all bolting
5. Check tension / wear of v-belts - replace if necessary
6. Carry out preventive maintenance (Periodic Inspection) of prime mover

**VI. EQUIPMENT: Gas Filtration Unit**

**FREQUENCY: Daily**

**ACTIVITY:**

1. Drain surge vessels, moisture separator, and fine filter
2. Check for leaks in the valves, regulators and interconnecting fuel gas piping
3. Check the operator daily records and also rectify defects if any arises during operation.

**VII. EQUIPMENT: Gas Filtration Unit**  
**FREQUENCY: Every 6 months**

**ACTIVITY:**

1. Repeat daily checks
2. Service surge vessels, moisture separator & fine filter
3. Service regulators and solenoid valve
4. Check proper tightness of all flange connections and bolting

**VIII. Daily, scheduled and unscheduled breakdown maintenance 140 KVA black start DG Set**

The O & M Contractor has to do the daily, schedule and unscheduled breakdown maintenance of the Black Start DG Set as per manufacturer recommendations.

**Periodic schedule maintenance & activity**

Jobs details as per Maintenance Schedule for GEG units as per OEM recommendation:

**E-10 Schedule Maintenance Activity:**

(At 50 Rhs. & 16100 Rhs.)

1. Test & Function run of auxiliaries, mainly start/stop HT Pump, LT pump, Pre LO pump, Ignition system, Governor, Stepper motor, Starter, Gas Sol Valve etc.
2. Check & record the Valve Clearance of cylinder head.
3. Check & record the Valve lag (Valve height).
4. Clean or replace the dirt screen of the compressed air passageway of the stator.
5. Keep the control Room clean & Moisture free.
6. Maintain the Proof of maintenance record up to date and planning and pre-intimation for upcoming maintenance.

**E-30 Schedule Maintenance Activity**

(At 2050 Rhs., 6050 Rhs., 10050 Rhs., 14050 Rhs., 18100 Rhs., 22100 Rhs.):

1. Test & Function Run of auxiliaries, Mainly start/stop HT Pump, LT pump, Pre Lo pump, Ignition system, Governor, Stepper motor, Starter, Gas Sol Valve etc.
2. Check & record the Valve Clearance of cylinder head.
3. Check & record the Valve lag (Valve height)
4. Maintaining the battery, Voltage measurement and tightness of terminals and cleaning of terminals to prevent from oxidation & scaling.
5. Checks throttle body, physically for free movement and tightness.
6. Check speed governor linkage, between throttle valve and Actuator, for tightness & smooth operate.
7. Check the spark plugs, renew if necessary.
8. Check the condition of the Ventilation filters. If necessary clean.
9. Clean the cooling tower/ Radiators, if required.
10. Check the condition of Motors & Pumps for vibrations and bearing sounds.
11. Check the currents of each Motor.
12. Clean the Gas filters.
13. Clean the Air filters, clean air filter housing.
14. Check the ease of operation speed governor.
15. Check the Crankcase pressure.
16. Check the Battery Charger Condition & Charging Currents.
17. Check & Arrest if the Leakages in Coolant & Oil Circuits.
18. Renew the water level in Ventilation Tank & Cooling Tower.
19. Keep the control Room clean & Moisture free.

20. Maintain the Proof of maintenance record up to date and planning and pre intimation for upcoming maintenances.

**E-40 Schedule Maintenance Activity**

(At 4050 Rhs., 8050 Rhs., 12050 Rhs., 16050 Rhs., 20100 Rhs.):

1. Test & Function Run of auxiliaries. Mainly start/stop HT Pump, LT pump, Pre Lo pump, Ignition system, Governor, Stepper motor, Starter, Gas Sol Valve etc.
2. Check & record the Valve Clearance of cylinder head.
3. Check & record the Valve lag (Valve height)
4. Maintaining the battery, Voltage measurement and checking the back up by switching off Charger (for TEM batteries) and tightness of terminals and cleaning of terminals to prevent from oxidation & scaling.
5. Check throttles body, physically for free movement and tightness.
6. Check speed governor linkage between throttle valve and Actuator, for tightness & smooth operate
7. Replace the spark plugs.
8. Maintain crankcase breather filter.
9. Auxiliary units test by TEM system.
10. Check combustion chambers with endoscope.
11. Check the condition of the Ventilation filters. If necessary clean.
12. Clean the cooling tower/ Radiators, if required.
13. Check the condition of Motors & Pumps...for vibrations and bearing sounds.
14. Check the currents of each Motor.
15. Clean the Gas filters.
16. Clean the Air filters, Clean air filter housing.
17. Check the ease of operation speed governor.
18. Check the Battery Charger Condition & Charging Currents.
19. Check & Arrest if the Leakages in Coolant & Oil Circuits.
20. Renew the water level in Ventilation Tank & Cooling Tower.
21. Keep the control Room clean & Moisture free.
22. Maintain the Proof of maintenance record up to date and planning and pre intimation for upcoming maintenances.

**E-45 Schedule Maintenance Activity (At 12000 Rhs.)**

Turbocharger Maintenance & Service Kit replacement.

**E-50 Schedule Maintenance Activity (At 16050 Rhs.):**

1. Test & Function Run of auxiliaries. . Mainly start/stop HT Pump, LT pump, Pre Lo pump, Ignition system, Governor, Stepper motor, Starter, Gas Sol Valve etc.

2. Check & record the Valve Clearance of cylinder head.
3. Check & record the Valve lag (Valve height).
4. Maintaining the battery, Voltage measurement and checking the back up by switching off Charger. and tightness of terminals and cleaning of terminals to prevent from oxidation & scaling.
5. Check throttles body, physically for free movement and tightness.
6. Check speed governor linkage between throttle valve and Actuator, for tightness & smooth operate
7. Replace the spark plugs.
8. Check Ignition timing with Timing light equipment.
9. Maintain crankcase breather filter.
10. Auxiliary units test by TEM system. Mainly start/stop HT Pump, LT pump, Pre LO pump, Ignition system, Governor, Stepper motor, Starter, Gas Sol Valve etc.
11. Check combustion chambers with endoscope.
12. Check the condition of the Ventilation filters. If necessary clean.
13. Clean the cooling tower/ Radiators, if required.
14. Check the condition of Motors & Pumps, for vibrations and bearing sounds.
15. Check the currents of each Motor.
16. Clean the Gas filters.
17. Clean the Air filters, Clean air filter housing.
18. Check the ease of operation speed governor.
19. Check the Battery Charger Condition & Charging Currents.
20. Check & Arrest if the Leakages in Coolant & Oil Circuits.
21. Renew the water level in Ventilation Tank & Cooling Tower.
22. Keep the control Room clean & Moisture free.
23. Maintain the Proof of maintenance Record up to date and planning and pre intimation for upcoming maintenances.
24. Mixture cooler cleaning with cleaning agent.
25. Visual inspection of System.
26. Throttle Valve functional test.
27. All pistons visual inspection & thorough cleaning of combustion chamber components.
28. Crank shaft end play measurement.
29. Flywheel ring gear and pinion gear inspection.

**Operation, Maintenance & Calibration Services for Instrumentation part of the Plant:**

- i) It shall be responsibility of the O&M Contractor to make all instruments and control system of the plant work satisfactory throughout the contract period and also handover the systems to OIL in working condition at the expiry of the contract.
- ii) The O&M Contractor shall maintain the equipment as per manufactures' guidelines. System back-up of workstation at control room including backup of processors, PLCs shall be maintained by the O&M Contractor on regular basis.
- iii) The contractor must prepare and submit preventive/ scheduled/ breakdown maintenance schedule formats as well as routine and daily Instrumentation Check report formats for OIL's approval within 30 days from the LOA. The contractor has to follow the approved schedules for operation and maintenance of the instrumentation system and field instruments and a copy of all reports must be submitted to IM for record-keeping.
- iv) The contractor must also prepare Calibration Report formats and a schedule for calibration of all instruments such as gauges, transmitters etc based on OEM recommendations and the same must be submitted for OIL's approval within 30 days from the LOA. The contractor has to strictly adhere to these Calibration Schedules and Formats and a copy of all reports must be submitted to IM for record-keeping.
- v) The Contractor must have minimum tools and tackles, test equipment such as Multimeter, Portable Pressure Calibrator, Temperature Bath, mA & mV source etc for calibration and maintenance of all instruments. In addition to the above mentioned minimum tools and test equipment, any other test and measuring equipment which may be required at any point of time during the contract period for maintenance of any instruments under the OIL Tengakhat Pump Station Instrumentation system, must be arranged by the Contractor of their own accord.
- vi) For any instrument found faulty/non-functional by the Contractor during maintenance jobs performed, the Contractor must provide a thorough analysis mentioning the particular fault(s) due to which the instrument is not functioning and the analysis report must be submitted to M/s OIL.
- vii) General guidelines on the required activities under the instrumentation maintenance and/or servicing jobs along with their required frequencies shall be as per OEM maintenance schedules. All these activities shall be part of the routine instrumentation maintenance and servicing and are not exhaustive. The O&M Contractor cannot and shall not decline to do any other activities required for trouble free, smooth uninterrupted 24 hour operation of 4.5 MW (3X1.5 MW) power plant at Pump station-11, Tengakhat as per safe & sound industry practice.

- viii) OIL and/or the O&M Contractor - after consultation & consent from OIL - may include/change/modify any formats for instrumentation maintenance jobs at any point in time during the currency of the contract.
- ix) In case of failure of the O&M Contractor to do any of the instrumentation maintenance and servicing jobs as above and fill up any of the formats as per schedule, penalty on the O&M Contractor will be imposed as per Para L (damage compensation) of SCC.

**Calibration and cross-checking of field instruments**

Calibration of following instruments and cross checking of instruments must be carried out regularly and as per requirements at Tengakhat Power Plant by the O&M Contractor.

- i) Pressure gauges: Regularly and as per requirement.
- ii) Temperature gauges: Regularly and as per requirement.
- iii) Gas tester: Daily cross-checking.
- iv) PLC Software backup: Regular basis according to OEM recommendations.
- v) Any other instruments: As and when required

**Minimum requirement of Testing & calibration equipment:**

<b>Sl. No.</b>	<b>Test Equipment</b>	<b>Status of Availability at Site</b>
1	Digital Multimeter	Mandatory
2	Digital Master Pressure Gauge	Not necessary to maintain but must be arranged as & when required
3	Portable Pressure Calibrator	Mandatory
4	Temperature Bath	Mandatory
5	mA Source, Loop Calibrator	Not necessary to maintain but must be arranged as & when required

Note:

*Contractor has to consider the cost of testing equipment/ calibrator (Purchase or rent) at time of bidding against the **SOQ Item No. 160***

**ANNEXURE-V to PART-III SCC**

List of materials to be supplied by the contractor for period of three years. However, the list is not exhaustive. Finalization of the same will be done after due consultation with the contractor.

A. Periodical Schedule Maintenance Spares for 3 Nos. GEG				
Sl. No.	Part No.	Item Description	Qty.	UOM
1	1203 2892	GASKET	420	Nos.
2	0118 0993	O-SEAL	420	Nos.
3	1245 3572	SPARK PLUG	120	Nos.
4	1240 9797	CLEANER ELEMENT	72	Nos.
5	1212 8936	LUBRIC OIL FILTER	36	Nos.
6	1246 6713	FILTER (OUTER)	9	Nos.
7	1246 6712	FILTER (INNER)	3	Nos.
8	1221 1061	SEALING RING	240	Nos.
9	1227 8839	GASKET	6	Nos.
10	1230 1404	FLANGE GASKET	6	Nos.
11	1230 7263	SHAPED PACKING	9	Nos.
12	1228 5504	GASKET	18	Nos.
13	1228 2437	CLIP	3	Nos.
14	0121 2509	O-SEAL	6	Nos.
15	0117 3375	O-SEAL	6	Nos.
16	1213 5387	GASKET	6	Nos.
17	1230 1441	GASKET	6	Nos.
18	1230 1387	FLAT GASKET	12	Nos.

B. Schedule Maintenance Spares for Black Start DG			
Sl. No.	Item Description	Qty.	UOM
1	Fuel water separator	3	Nos.
2	Fuel filter	3	Nos.
3	Air filter set	3	Nos.
4	Radiator fan belt	3	Nos.
5	Hose radiator inlet	6	Nos.
6	Clamp for radiator inlet hose	12	Nos.
7	Hose Radiator outlet	6	Nos.
8	Clamp for hose radiator outlet	12	Nos.
9	Hose make up line	6	Nos.
10	clamp for make line hose	12	Nos.
11	Engine starting battery	4	Nos.
12	Injector nozzle	12	Nos.
13	Tappet cover gasket	12	Nos.

## **ANNEXURE-VI to PART-III SCC**

Generic list of electrical spares to be supplied and maintained by the contractor for smooth operation of the power plant is given below.

However, the list is not exhaustive. Finalization of the electrical spare list will be done in consultation with the contractor within one month of award of the contract after thorough review of the all the electrical equipment drawing/documents/manual etc. and failure probability of the components.

Contractor has to maintain minimum quantity of spares and electrical consumables as indicated below in the power plant itself for smooth O&M of the power plant and to avoid any blackout situation.

Very high value electrical spares (costing more than Rs. 50,000/-) will be separately procured by OIL. Contractor has to provide all the necessary supports in procurement of such high value spares.

<b>Sl. No.</b>	<b>Electrical spares and consumables</b>	<b>Minimum quantity to be maintained in the plant against each type of spare</b>
1	Ammeter Analog Type	02 Nos.
2	Voltmeter Analog Type	02 Nos.
3	Digital Voltmeter	02 Nos.
4	Ammeter / Voltmeter Selector Switch	02 Nos.
5	LED type Indication Lamp (of different colour)	10 Nos.
6	Multifunction Meter	01 Nos.
7	Current Transformer for LT application	04 Nos.
8	Current Transformer for HT application	01 No.
9	Potential Transformer (for HT switchgear)	01 No.
10	HT Fuse for PT	6 Nos.
11	Flower contacts of the VCB	2 Set
12	MCB of different ratings	05 Nos.
13	Fuses of different ratings	06 Nos.
14	Different type of contactors of the control circuit	02 Nos.
15	Various types of Aux. relays of the control circuit (LT Panel & HT Panel)	02 Nos.
16	Auxiliary Contractors of the control circuits (LT Panel & HT Panel)	02 Nos.
17	TNC switch	03 Nos.
18	Push Button Switch	03 Nos.
20	Thermal Overload Relay	03 Nos.
21	Earth Leakage Relay	03 Nos.
22	CBCT of various ratings	03 Nos.
23	Cable Lugs (various size)	15 Nos.
24	Cable glands (various size)	15 Nos.
25	Cable terminator (various size)	15 Nos.

**ANNEXURE-VI to PART-III SCC**

26	Electrical Motors of rating up to 10HP	1 Nos.
27	All MCCBs of rating up to 200A	01 Nos.
28	Shunt trip Coil / UV Trip Coil	02 Nos.
29	Closing Coil of the LT/HT Breakers	03 Nos.
30	Vacuum Bottles of the HT switchgear / Breaker	01 Set

**List of Tools and Instruments:**

<b>Sl. No.</b>	<b>Items</b>	<b>Remarks</b>
1	Standard Toolbox	Shall always be available at site
2	Chain Pulley Block (5T)	Shall always be available at site
3	Hydraulic jack 10T	Shall always be available at site
4	Puller	Shall always be available at site
5	Bench vice	Shall always be available at site
6	Digital Master Pressure Gauge	Shall be taken on rent
7	Portable Pressure Calibrator	Shall always be available at site
8	Temperature Bath	Shall be taken on rent
9	mA Source, Loop Calibrator	Shall always be available at site
10	BDV Testing of transformer oil	Procurement of the BDV testing equipment by the contractor is optional. Service of outside test agencies may be availed by the contractor at the own cost of contractor.
11	Earth Testing Megger	Minimum <b>one number</b> of good quality <b>earth resistance tester</b> shall be procured by the contractor with prior approval of OIL within 30 days of award of the contract, to carry out day-to-day O&M works. This will remain as a property of the contractor, which <b>shall always be available at site</b> . Contractor to ensure calibration of the equipment as per statute.
12	Insulation Tester	Minimum <b>one number</b> of good quality <b>500V to 5kV adjustable type insulation testers</b> shall be procured by the contractor with prior approval of OIL within 30 days of award of the contract, to carry out day-to-day O&M works. This will remain as a property of the contractor, which <b>shall always be available at site</b> . Contractor to ensure calibration of the equipment as per statute.
13	HT Hand Gloves etc.	Minimum <b>four pairs</b> of good quality <b>11kV or higher rated hand gloves</b> shall be procured by the contractor with prior approval of OIL within 30 days of award of the contract, to carry out day-to-day O&M works. These <b>shall always be available at site</b> .

**ANNEXURE-VI TO PART-III SCC**

14	Digital Multimeter	Minimum <b>two numbers</b> of good quality <b>multi-meters</b> shall be procured by the contractor with prior approval of OIL within 30 days of award of the contract, to carry out day-to-day O&M works. These will remain as a property of the contractor, which <b>shall always be available at site</b> . Contractor to ensure calibration of the equipment as per statute.
15	Electrical Clamp Multimeter	Minimum <b>one number</b> of good quality <b>Clamp meter</b> shall be procured by the contractor with prior approval of OIL within 30 days of award of the contract, to carry out day-to-day O&M works. These will remain as a property of the contractor, which <b>shall always be available at site</b> . Contractor to ensure calibration of the equipment as per statute.
16	Electrical Relay Testing Kit (Primary Injection Kit)	Procurement of the primary injection kit by the contractor is optional. However, contractor to arrange primary injection kit whenever required in the power plant at own cost of the contractor.
17	LOTO KIT (2 Sets)	Minimum <b>two sets</b> of good quality <b>LOTO Kits</b> shall be procured by the contractor with prior approval of OIL within 30 days of award of the contract, to carry out day-to-day O&M works. These <b>shall always be available at site</b> .
18	Tachometer (RPM meter)	Minimum <b>one number</b> of good quality <b>tachometer (RPM meter)</b> shall be procured by the contractor with prior approval of OIL within 30 days of award of the contract, to carry out day-to-day O&M works. This <b>shall always be available at site</b> .
19	LUX Meter	Minimum <b>one number</b> of good quality <b>LUX Meter</b> shall be procured by the contractor with prior approval of OIL within 30 days of award of the contract. This <b>shall always be available at site</b> .
20	Decibel Meter (For sound level measurement)	Minimum <b>one number</b> of good quality <b>Decibel Meter</b> shall be procured by the contractor with prior approval of OIL within 30 days of award of the contract. This <b>shall always be available at site</b> .
21	Electrical Discharge Stick (11 kV)	Minimum <b>two numbers</b> of good quality <b>discharge sticks</b> shall be procured by the contractor with prior approval of OIL within 30 days of award of the contract, to carry out day-to-day O&M works. These <b>shall always be available at site</b> .

**To,  
CGM-CONTRACTS  
OIL INDIA LIMITED  
DULIAJAN-786602**

**SUB: SAFETY MEASURES**

**Description of service: Hiring Service for Operation and Maintenance of 03 (three) No.'s of 1.5 MW gas engine driven generating with Synchronization facility at the Power Facility set up at the premises of Pump Station-11, Tengakhat.**

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 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.

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

**GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:**

1. It will be solely the Contractor's responsibility to fulfill all the 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.
2. Every person deployed by the contractor must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment (PPE) as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But 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. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the operation / operations to be done by the contractor and how it is to be managed.
4. The contractor shall provide a copy of the SOP to the person designated who shall be supervising the contractor's work.
5. Contractor personnel shall strictly take necessary work permit(s) from concerned OIL's Engineer for different types of works like Hot work/ Cold work/Electrical Permit/ working at Height/ Confined space entry etc. before carrying out the job (s). Contractor to ensure strict adherences of his personnel to OIL's Work permit system.
6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner.
7. All persons deployed by the contractor for working in 4.5 MW Power Plant at pumps station-11, Tengakhat must undergo Initial Medical Examination, Periodic Medical Examination. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of IME & PME.
8. The contractor shall submit to DGMS returns indicating- Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed,

how many work persons hold VT Certificate, how many work persons undergone IME/ PME and type of medical coverage given to the work persons.

9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
10. 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 by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.
11. 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.
12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
13. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
14. 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.
15. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc.) the contractor will not have any objection to any such training.
16. The health check-up of contractor's personnel is to be done by the contractor in OIL's empanelled hospital& proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be at intervals not exceeding twelve months. Colour vision Test and eye sight Examination annually for the employees below 45 years of age and every six months for employees of 45 years of age and above.
17. To arrange daily tool box meeting and regular site safety meetings and maintain records.
18. 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 act or omissions at work.
19. A contractor employee must, while at work, cooperate with his or her employer or other persons as far as is necessary to enable compliance with

any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

20. Contractor's arrangements for health and safety management shall be consistent with those for OIL.
21. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
22. 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.
23. The contractor should prevent the frequent change of his contractual employees as far as practicable.
24. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
25. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.
26. Necessary cold/ Hot Work/ Electrical Isolation/ Energization / Work at Height etc. are to be obtained from authorized personnel before stating of jobs
27. First aid box is to be provided by the contractor and same has to be kept ready at work sit for contractor's personnel while carrying out jobs in the Power Plant.

NOTE: All Contractors' personnel must undergo safety orientation programme conducted by Oil India Ltd before commencement of the job. For any clarification with regard to the above, the contractor may contact HoD-FIELD ENGG / Engineer-in-charge / DSO of Concerned Department.

(Seal)

Yours Faithfully,

Date\_\_\_\_\_

M/s.\_\_\_\_\_  
FOR & ON BEHALF OF CONTRACTOR

**INTEGRITY PACT**

Between

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

And

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

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for **"Hiring Service for Operation and Maintenance of 03 (three) No.'s of 1.5 MW gas engine driven generating with Synchronization facility at the Power Facility set up at the premises of Pump Station-11, Tengakhat."**

**(IFB No. CDI4661P21)**

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

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental 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 and the execution of the contract for compliance with the principles mentioned above.

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

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

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

**(2)** If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a

Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

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

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

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

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract

award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

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

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

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

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

**(1)** If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

**(2)** If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

**(3)** The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

**Section 5 - Previous transgression**

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

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

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

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

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

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

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

## **PART-VI INTEGRITY PACT**

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor 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.

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

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

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

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

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration 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) If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

**PART-VI INTEGRITY PACT**

**(4)** Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....  
For the Principal

.....  
For the Bidder/Contractor

Place: .....

Witness 1: .....

Date: .....

Witness 2: .....

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR LETTER HEAD

**TO WHOM IT MAY CONCERN**

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

<b>YEAR</b>	<b>TURN OVER</b> In INR (Rs.) Crores	<b>NET WORTH</b> In INR (Rs.) Crores

Place:

Date:

UDIN:

Seal:

Membership Code & Registration No.:

Signature

**BID FORM**

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

**Sub.: IFB No. CDI4661P21**

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum 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 fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

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

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

**Seal of the Bidder:**

**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:

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

**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 construed that the bidder has not taken any exception/deviation to the IFB requirements.

**LETTER OF AUTHORITY FOR ATTENDING BID OPENING**

TO  
**CGM-CONTRACTS**  
OIL INDIA LIMITED  
P.O. Duliajan - 786 602  
Assam, India

Sir,

Sub: **OIL's IFB No. CDI4661P21**

I / We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_  
(Name and address) as authorized to represent us during bid opening on our behalf  
with you against IFB Invitation No. **CDI4661P21** for **"Hiring Service for  
Operation and Maintenance of 03 (three) No.'s of 1.5 MW gas engine driven  
generating with Synchronization facility at the Power Facility set up at the  
premises of Pump Station-11, Tengakhat."**

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

Yours Faithfully,

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

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

**Signature of Bidder:** \_\_\_\_\_

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

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

**DETAILS OF BIDDER**  
**(WHEREVER APPLICABLE, TO BE FILLED BY THE BIDDER)**

<b>a.</b>	<u>Name of the Bidder / Firm:</u>		
<b>b.</b>	<u>Registered postal address with PIN code:</u>		
<b>c.</b>	<u>Telephone No:</u>		
<b>d.</b>	<u>Mobile No:</u>		
<b>e.</b>	<u>E-mail ID:</u>		
<b>f.</b>	<u>Fax No:</u>		
<b>g.</b>	<u>Contact Person:</u>		
<b>h.</b>	<u>Contact person's contact No:</u>		
<b>i.</b>	<u>PAN No:</u>		
<b>j.</b>	<u>Bidder's Bank details:</u>	Name: Address: A/c Type: A/c No.: IFSC/RTGS Code: NEFT Code:	
<b>k.</b>	<u>EMD / Bid Security Details:</u>		
	EMD / Bid Security Deposited vide: (Tick ✓ whichever is applicable)	NEFT or RTGS or Electronic Fund Transfer	Bank Guarantee or Bank Draft or Cashier's Cheque or Banker's Cheque or Fixed Deposit Receipt or Letter of Credit
	UTR No./ EMD Instrument No. & Date/ BG No., Date & Validity along with Name & Address of EMD issuing Bank and Branch / DD or Cheque No. or Letter of Credit No. or FDR No. & Date (as applicable):		
	Bid Security / EMD Amount:		
<b>l.</b>	<u>GST Regn. No.</u> (If not available then to be submitted on issuance of LOA)		
<b>m.</b>	PF code no. (Or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder)		
<b>n.</b>	Vendor code with OIL		

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

Name in Block letters \_\_\_\_\_

For M/S. \_\_\_\_\_

**PROFORMA-VI**

**STANDARD FORMAT OF PERFORMANCE SECURITY (BANK GUARANTEE)**

(TO BE NOTORISED UNDER NOTARY ACT, 1952)

**(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING  
PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE AFTER  
ISSUE OF LOA)**

To,  
M/s. OIL INDIA LIMITED,  
CONTRACTS DEPARTMENT  
DULIAJAN, ASSAM, INDIA, PIN - 786602.

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

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

**Contd.....P/2**

**B. Controlling Office:**

Address of the Controlling Office of the BG issuing Bank:

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

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

Designation \_\_\_\_\_

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

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Place \_\_\_\_\_

**Note:**

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 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.

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.

c. Further correspondence against BG towards Performance Security must contain the Contract Number.

**PROFORMA-VII**

**FORM OF BID SECURITY (BANK GUARANTEE)**  
(TO BE NOTORISED UNDER NOTARY ACT, 1952)

To:

M/s. OIL INDIA LIMITED,  
CONTRACTS DEPARTMENT,  
DULIAJAN, ASSAM, INDIA, PIN - 786602.

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

SEALED with the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

THE CONDITIONS of these obligations are:

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

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

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

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

A. Issuing Bank:

BANK FAX NO:  
BANK EMAIL ID:  
BANK TELEPHONE NO.:  
IFSC CODE OF THE BANK:

**Contd.....P/2**

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

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

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

Witness \_\_\_\_\_

Address \_\_\_\_\_

(Signature, Name and Address)

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

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

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

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

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 Tender Number) 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.

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.

c. Further correspondence against BG towards Bid Security must contain the Tender Number.

**AGREEMENT FORM**

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

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

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

WHEREAS, Company 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 \_\_\_\_\_ and

WHEREAS, the Contractor has furnished to Company the performance security in the form of DD / BC / BG for Rs. \_\_\_\_\_ (being 10% of annualized Contract value).

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

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

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

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

- |              |                                                            |
|--------------|------------------------------------------------------------|
| (a) PART-I   | indicating the General Conditions of this Contract;        |
| (b) PART-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.                            |

**Contd.....P/2**

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

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

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

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

**PROFORMA-IX**

Format of undertaking to be submitted by Bidders towards submission of authentic information/documents as per **Clause No. xv under Important Notes of the Forwarding Letter** of tender document (To be typed on the letter head of the bidder)

Ref. No.: \_\_\_\_\_

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

**Sub.: Undertaking of authenticity of information / documents submitted**

**Ref.: Your tender No. CDI4661P21**

To,  
The CGM-CONTRACTS  
Contracts Department,  
OIL, Duliajan

**Sir,**

With reference to our quotation against your above referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

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 1.2 Financial Criteria of BEC-BRC of  
Tender No. CDI4661P21**

I \_\_\_\_\_ the authorized signatory(s) of \_\_\_\_\_  
(Company or firm name with address) do hereby solemnly affirm and declare /  
undertake as under:

**The balance sheet/Financial Statements for the financial year \_\_\_\_\_  
have actually not been audited as on the Original Bid Closing Date.**

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)

Note: 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 reckoned from the Original Bid Closing Date.

FORMAT FOR UNDERTAKING  
(IN TERMS OF BEC CLAUSE NO. 1.1.5 OF TENDER NO. CDI4661P21)  
(On Non-Judicial Stamp Paper of Rs. 100/-)  
TO BE NOTORISED UNDER NOTARY ACT, 1952

To,

CGM-CONTRACTS  
OIL INDIA LIMITED  
DULIAJAN

Dear Sir(s),

UNDERTAKING/DECLARATION BY THE BIDDER IN RESPECT OF TENDER NO  
CDI4661P21

This is in connection with the Bid submitted by me/us, ..... (Name of Bidder), against Tender No. CDI4661P21 for **“Hiring Service for Operation and Maintenance of 03 (three) No.’s of 1.5 MW gas engine driven generating with Synchronization facility at the Power Facility set up at the premises of Pump Station-11, Tengakhath.”**

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

- (a) Labour wages as per Minimum Wages Act and notifications issued by the Central Govt. thereon from time to time, including P.F, ESI and Bonus.
- (b) PPE cost.
- (c) PME (Pre-Medical Examination)/ IME (Initial Medical Examination) Cost
- (c) Other charges / cost including overheads, profit, insurance and handling charge.

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

I/We, the afore mentioned Bidder against the subject tender, further undertake that I/We will pay my/our workers as a minimum the existing Daily wages as notified under the Minimum Wages Act from time to time by the Central Govt. and such statutory or any other increase in the wages rates including consequent increase in statutory contributions like PF, bonus & ESI etc. of contract labours engaged by me/us shall be borne solely by me/us during the entire period of the contract, including extension if any, without any cost implication whatsoever upon the Company.

**Contd. .... P/2**

**Page No. 2**

I/We further agree and undertake that in case of any violation of the above undertaking, Oil India Limited (OIL) shall be at liberty to take appropriate action against me/us in terms of the Tender/Contract including but not limited to termination of contract and debarment from future business with OIL. I/We shall duly comply with all the statutory obligations, more particularly under applicable labour laws. I/We further agree and undertake that in case of any dispute or claims arise out of my non-compliance of statutory obligations under

the Contract, by the Labourers engaged by me or by any statutory authorities, I/We shall solely be responsible for the same and hold the Company harmless against such dispute or claims. I/We further authorize the Company, in the event of my default or non-compliance of any statutory obligations, to deduct/recover and adjust such amount or claim against my Bills due under the Contract or against any other existing or future Contracts with the Company including performance security.

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

Yours faithfully,

1. Authorized Signatory with Seal

---

(Bidder)

Place:

Date:

OIL INDIA LIMITED (A Government of India Enterprise) Duliajan, Assam					
DESCRIPTION OF WORK/SERVICE: Hiring Service for Operation and Maintenance of 03 (three) No.'s of 1.5 MW gas engine driven generating with Synchronization facility at the Power Facility set up at the premises of Pump Station-11, Tengakhat.					
PRICE BIDDING FORMAT: E-TENDER NO. CDI4661P21					
NAME OF BIDDER					
Bidder's GSTIN No.					
SAC Code					
Item No.	Description of Services	UOM	Estimated Quantity	Rate (Rs.) to be quoted Excluding GST	Amount (Rs.) Excluding GST
			A	B	D = A * B
10	Operation & daily maint charge	Day	1,095.00		-
20	Schedule E30 charges	Number	12.00		-
30	Schedule E40 charges	Number	9.00		-
40	Schedule E45 charges	Number	3.00		-
50	Schedule E50 charges	Number	3.00		-
60	Maint. 6.6 KV Elect. Panels	Number	90.00		-
70	Maint. GEG Aux. PMCC Panels	Number	9.00		-
80	Maint. Common Aux. PMCC Panel	Number	3.00		-
90	Maint. Transformer, NGR, Bat. Charger	Number	60.00		-
100	Maint. 1250kVA oil type transformer	Number	6.00		-
110	Maint. LT Elect. Panel in ETP Area	Number	6.00		-
120	Maint. LT Elect. Panel in ETP Area	Number	3.00		-
130	HY Maint. of Earthing systems	Number	6.00		-
140	Maint. of Split AC units (1.5 Ton each)	Number	12.00		-
150	Maint. of UPS (2 nos. 3kVA)	Number	12.00		-
160	Inspection, testing of instrumentations	Number	12.00		-
170	Load Testing of EOT Crane	Number	6.00		-
180	Testing of Pressure Vessels	Number	3.00		-
Total (Rs.) (exclusive of GST)					-
Applicable GST Rate in %		Applicable GST#		Total (Rs.) (inclusive of GST)	-
*Please select from Drop Down list.					
1. The price/rate(s) quoted by the Bidders will be inclusive of all taxes except GST (i.e. IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and Cess on GST, if applicable) on the final services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.					
2. Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST)					
3. 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.					
4. Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.					
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.					
5. Input Tax Credit on GST (Goods & Service Tax) for this service is <b>NOT</b> available to OIL & The bids will be evaluated based on total price including GST.					
6. Refer to GCC for detail of GST.					
7. Refer to SOQ & SCC for Item detail Description.					
8. Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.					

This cost is to be maintained under the "Total Bid Value" in the e-tender portal. Refer Clause 8.0 of Forwarding Letter for details.

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Sl. No.	Clause No of BEC/BRC	Description	Bidders Remarks (Complied / Not Complied / Deviation)	Bidder to indicate the following to support the remarks/ compliance	
				Name of File as uploaded in E-Tender portal	Relevant Page No. of the file
1	BEC Clause No. 1.1	<p><b>1.1 Technical Criteria:</b></p> <p><b>1.1.1</b> Bidder must have experience of successfully completing at least one <b>SIMILAR work</b> of value <b>Rs. 1,84,40,000.00 (Rupees One Crore Eighty-Four Lakh Forty Thousand)</b> only in previous 07 (seven) years reckoned from the original bid closing date with PSUs / Central Government / State Government Organization/Public Limited Company.</p> <p align="center">OR</p> <p>Bidder must have experience of successfully executing at least one <b>SIMILAR WORK</b> of minimum 02 (two) years' duration with PSUs / Central Govt. / State Govt. Organization/ Department / any other Public Limited Company in previous 07 (seven) years reckoned from the original bid closing date.</p>			
		<p><b>1.1.2</b> The Bidder must have Dealership / Tie up /MoU with OEM or their authorised service centre/dealer for prime mover of Generating Set viz., MWM for Gas Engine for their back-up service as and when required. Documentary evidence of the same must be submitted along with the Bid.</p> <p align="center">OR</p> <p>If the bidder is not OEM or their authorised service centre/dealer of the prime mover viz., MWM Gas</p>			

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		Engine, the bidder shall have to submit an <i>undertaking</i> along with the technical bid stating that in case of award of Contract, they will get the back-up service from OEM or their authorised service centre/dealer for prime mover (MWM gas engine) as and when required. In addition to the undertaking, the bidder shall have to submit the <i>back-to-back agreement</i> with the OEM or their authorised service centre/dealer for prime mover (MWM Gas Engine) along with the bid.			
		<b>1.1.3</b> The contractor has to deploy manpower trained by OEM (MWM) or their authorized dealer for the prime movers' operation / maintenance and shall have to submit an undertaking along with the technical bid mentioning that the manpower trained on the offered engine model by OEM or their authorized dealer will be deployed on award of contract.			
		<b>1.1.4</b> Bidder must have P.F. & ESIC Registration. Documentary evidence for the same should be submitted along with technical bid. OR In case bidder does not have P.F. & ESIC Registration at the time of bidding then the bidder shall have to submit an undertaking that they shall get registered with P.F. and ESIC Authority and shall produce the documentary evidence for the same before issue of Work Order by OIL.			

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		<p><b>1.1.5</b> Bidder must submit a notarised undertaking on Non-Judicial Stamp Paper as per <b>PROFORMA-XI</b> regarding compliance of Minimum wage, P.F., Bonus &amp; ESIC as per the applicable Acts. Bids submitted without this undertaking will be summarily rejected without assigning any reasons.</p>			
2	<p><b>Notes to BEC Technical Criteria Clause 1.1.1 above:</b></p>	<p>1. <b>“SIMILAR work”</b> mentioned above means “Experience of Operation &amp; Maintenance Service of Gas or Diesel Engine driven power plant with synchronization facility. The power plant should comprise of minimum 02 No. generating sets running in parallel, each generator having capacity of 500 KVA or above. Generation Voltage shall be minimum 6.6KV.”</p>			
		<p>2. If the prospective bidder is executing <b>SIMILAR work</b> which is still running and the job executed prior to original bid closing date satisfies the BEC Clause No. 1.1, then such experience will also be taken into consideration provided that the bidder submits relevant document(s) certified by the end user clearly showing the gross value / duration of <b>SIMILAR work</b> executed prior to original bid closing date along with Contract documents / work order of the running contract.</p>			
		<p>3. In case the start date of the requisite experience is prior to the preceding 07 (seven) years’ period reckoned from the original bid closing date but completion is within the preceding 07 (seven) years’ period reckoned from the original bid closing date, then the value / duration of only that part of</p>			

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		<p><b>SIMILAR Work</b> will be considered which has been executed within preceding 07 (seven) years' period reckoned from the original bid closing date. This value / duration should meet the criteria prescribed in the BEC Clause No. 1.1. In such cases, the bidder must submit relevant document(s) certified by the end user or a certificate issued by a practicing Chartered / Cost Accountant Firm (with Membership Number &amp; Firm Registration Number) clearly indicating the value / duration of such experience.</p>			
		<p>4. If the prospective bidder has executed contract(s) in which <b>SIMILAR work</b> is a component, and the value / duration of Similar work executed satisfies the minimum criteria prescribed in the BEC Clause No. 1.1 then such experience will also be taken into consideration provided that the bidder submits the breakup of the works executed under such contract(s) clearly indicating the value / duration of <b>SIMILAR work</b>, which must be certified by the end user.</p>			
		<p>5. For proof of requisite experience of <b>SIMILAR work</b>, self-attested photocopies of following documents must be submitted along with the bid: <u>Contract document / Work order showing details of work supported with Completion Certificate issued by PSUs / Govt. Organisation / Public Limited Companies</u> for the similar work mentioned above confirming the following:</p> <p style="margin-left: 40px;">a. Gross value / duration of work done b. Nature of Job done. c. Contract start and completion</p>			

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		date.			
		6. <b>SIMILAR work</b> executed by a bidder for its own organization / subsidiary will not be considered as experience for the purpose of meeting BEC.			
3	<b>BEC Clause No. 1.2</b>	<p><b>Financial Criteria:</b></p> <p><b>1.2.1</b> 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 <b>Rs.61,47,000.00 (Rupees Sixty One Lakh Forty-Seven Thousand)</b> only.</p>			
		<p>(i) <b>Net worth</b> of bidder must be positive for preceding financial / accounting year.</p> <p><b>Note:</b> 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.</p>			
4	<b>Note to BEC Clause No. 1.2</b>	<p><b>A.</b> For proof of Annual Turnover &amp; Net worth any one of the following document must be submitted along with the bid:</p> <p>(i) A certificate* issued by a practicing Chartered / Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover &amp; Net worth as per format prescribed in <b>PROFORMA- I.</b></p> <p align="center">OR</p>			

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		<p><b>(ii)</b> Audited Balance Sheet along with Profit &amp; Loss account.</p> <p>*Note:</p> <ul style="list-style-type: none"> <li>Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.</li> <li>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.</li> </ul> <p><b>B.</b> Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that the balance sheet/Financial Statements for the financial year _____ have actually not been audited so far, as</p>			
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		<p>per format prescribed in <b>PROFORMA-X</b>.</p> <p><b>C.</b> In case the bidder is a Government Department, they are exempted from submission of documents mentioned under para <b>A.</b> and <b>B.</b> above.</p>			
<b>5</b>	<b>BEC Clause No. 1.4</b>	Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.			
<b>6</b>	<b>BRC Clause No. 2.2</b>	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			
<b>7</b>	<b>BRC Clause No. 2.3</b>	<p>Bid security shall be furnished as a part of the Techno Commercial Un-priced Bid. The amount of bid security should be as specified in the forwarding letter. Any bid not accompanied by a proper bid security will be rejected.</p> <p><u>Note:</u> In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum <b>150 days</b> from the date of Technical bid opening.</p> <p>For availing EMD exemption, the interested MSE Bidders must ensure that their technical offer must include a valid copy of relevant MSE Certificate issued by appropriate authority. If the technical offer does not include a valid copy of relevant MSE Certificate, then the Bid without EMD shall be</p>			

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		rejected. The <b>Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020</b> issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES is also applicable for this tender.			
<b>8</b>	<b>BRC Clause No. 2.9</b>	Bids are invited under <b>Single Stage Two Bid System</b> . Bidders must submit both "Technical" and "Price" Bids in electronic form through online OIL's e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications of the tender under "Technical Attachment" Tab and the <b>Priced Bid as per the PRICE BID FORMAT attached under "Notes and Attachments."</b>			
<b>9</b>	<b>BRC Clause No. 2.10</b>	<p>Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:</p> <ul style="list-style-type: none"> <li><b>(i)</b> Firm price</li> <li><b>(ii)</b> EMD / Bid Bond</li> <li><b>(iii)</b> Period of validity of Bid</li> <li><b>(iv)</b> Price Schedule</li> <li><b>(v)</b> Performance Bank Guarantee / Security deposit</li> <li><b>(vi)</b> Delivery / Completion Schedule</li> <li><b>(vii)</b> Scope of work</li> <li><b>(viii)</b> Guarantee of material / work</li> <li><b>(ix)</b> Liquidated Damages clause</li> <li><b>(x)</b> Tax liabilities</li> <li><b>(xi)</b> Arbitration / Resolution of Dispute Clause</li> <li><b>(xii)</b> Force Majeure</li> <li><b>(xiii)</b> Applicable Laws</li> <li><b>(xiv)</b> Specifications</li> </ul>			

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		<b>(xv)</b> Integrity Pact			
<b>10</b>	<b>BRC Clause No. 2.11</b>	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.			
<b>11</b>	<b>BRC Clause No. 2.12</b>	Bid received with validity of offer less than <b>120 (One Hundred Twenty) days</b> from the date of Technical Bid opening will be rejected			
<b>12</b>	<b>BRC Clause No. 2.12</b>	The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide <b>Part-VI</b> of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the 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			