

CONTRACTS DEPARTMENT TEL: (91) 374-2800548

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

## FORWARDING LETTER

<u>Sub</u>: IFB No. CDO6415P18-Hiring of Service for "Operation and Maintenance of CGGS Madhuban and FGS Chabua for a period of 04 (Four) years".

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/approved Contractors/Firms for the mentioned work/service under OPEN E-TENDER SINGLE STAGE TWO BID SYSTEM through OIL's E-Procurement Portal: <a href="https://etender.srm.oilindia.in/irj/portal">https://etender.srm.oilindia.in/irj/portal</a> for Hiring of Service for "Operation and Maintenance of CGGS Madhuban and FGS Chabua for a period of 04 (Four) years". One complete set of Bid Documents 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.	CDO6415P18
(ii)	Type of Bid	Open E-Tender, Single Stage-Two Bid System
(iii)	Tender Fee	Rs. 2000.00/- (Rupees Two Thousand only).
		<ul> <li>a. Tender fee should be paid only through the payment gateway available on OIL's E-Tender Portal. No other mode of payment shall be accepted.</li> <li>b. Bidders claiming waiver of tender fees shall apply to Contracts Department, Oil India Limited, Duliajan with documentary evidence as mentioned in Para. No. 4.0 below, before 07 (Seven) days of bid closing date.</li> </ul>
(iv)	Period of Sale of Bid	, , ,
	Document	
(v)	Bid Closing Date & Time	15.02.2018 at 11:00 HRS: Server Time
(vi)	Technical Bid Opening	15.02.2018 at 14:00 HRS: Server Time

	Date & Time							
(vii)	Price Bid Opening Date & Time	Will be intimated to the eligible bidder(s) nearer time.						
(viii)	Bid Submission Mode	Bids must be uploaded online in OIL's E-Procurement Portal.						
(ix)	Bid Opening Place	Office of CGM-Contracts Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.						
(x)	Bid Validity	120 (One Hundred Twenty) days from Original Bid Closing Date.						
(xi)	Mobilization Time	Within 30 days from date of issue of LOA.						
(xii)	Bid Security/EMD Amount	<b>Rs. 39,06,500.00</b> (Rupees Thirty Nine Lakhs Six Thousand Five Hundred only).						
		<b>a.</b> The Bid Security should be submitted only in the form of Bank Guarantee as per BG format enclosed herewith <b>(Proforma-V)</b> issued by Nationalized/Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN.						
		<b>b.</b> Alternately, Bid Security can also be paid through the online payment gateway against this tender.						
		<b>c.</b> In case of Bidder(s) submitting Bid Security in the form of Bank Guarantee, the original hard copy of Bid Security should reach the office of <b>CGM-CONTRACTS</b> on or before <b>12.45 PM (IST)</b> on the bid closing/opening date otherwise bid will be rejected.						
		<b>d.</b> A scanned copy of Bid Security document should also be uploaded along with the Unpriced Techno-Commercial Bid documents.						
		e. This Bid Security Deposit shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 10.0 below. Bids without Bid Security Deposit in the manner specified above will be summarily rejected.						
		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.  Notes:						
		Bidders claiming waiver of Bid Security shall apply to Contracts Department, Oil India Limited, Duliajan with documentary evidence as mentioned in <b>Para. No. 4.0</b> below before <b>07 (Seven)</b> days of						

		bid closing date.  Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected. 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.
(xiii	Bid Security/EMD Validity	<b>Minimum upto 07.07.2018</b> (Minimum 150 days from the original date of opening of Technical Bid).
(xiv)	Original Bid Security to be submitted	Office of CGM-CONTRACTS, CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786602, INDIA.
(xv)	Amount of Performance Security	<ul> <li>a. Bidders can submit performance Security in the form of Bank Guarantee from any Scheduled Indian Bank as per BG format enclosed herewith (Proforma-VII).</li> <li>b. Performance Security Money shall not earn any interest.</li> </ul>
(xvi)	Validity of Performance Security	90 days beyond contract period/duration.
(xvii	Location of job	CGGS Madhuban and FGS Chabua.
(xvii	Duration of the Contract	04 (Four) years.
(xix)	Quantum of Liquidated Damage for Default in Timely Mobilization/Completion	Refer to General Conditions of Contract.
(xx)	Integrity Pact	Must be digitally signed & uploaded along with the Un-priced Techno-commercial Bid.
(xxi)	Bids to be addressed to	CGM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xxi	Pre-Bid conference	Tentatively in the Second Week of February. Exact date and venue will be intimated later on.
(xxi	Last Date of receipt of Queries	05.02.2018 upto 15:30 Hrs (IST).

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

3.1 To participate in OIL's E-Procurement tender, bidders should have a legally valid digital certificate of Class 3 with Organizations Name and Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<a href="http://www.cca.gov.in">http://www.cca.gov.in</a>). 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.

Encryption certificate is mandatorily required for submission of bid. In case bidder creates response with one certificate (using encryption key) and bidder changes his Digital Signature Certificate then old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. OIL INDIA LIMITED will not be responsible in case of loss of the certificate.

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

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

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

- 3.2 For participation, applicants already having User ID & Password for OIL's E-Procurement Portal need to register against the IFB and pay the requisite Cost of Bid Document (Non-transferable and Non-refundable) through the online payment gateway provided in OIL's E-procurement portal. New vendors/existing vendors not having User ID & Password for OIL's E-procurement portal shall obtain User ID & password through online vendor registration system in E-portal and pay the requisite Cost of Bid Document in the manner as specified above. NO OTHER MODE OF PAYMENT TOWARDS COST OF BID DOCUMENT WILL BE ACCEPTABLE.
- 3.3 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 <a href="mm@oilindia.in">erp\_mm@oilindia.in</a>, Ph.: 0374-2807178/4903.
- 3.4 Details of process for submission of Tender Fees & 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).
- 3.5 The link to OIL's E-Procurement portal has been provided through OIL's web site (www.oil-india.com).
- **4.0** In case any bidder is exempted from paying the Tender Fee or the Bid security, they should request OIL with supporting documents. The detailed guidelines for exemption of the Tender Fee and the Bid security are given below.

# 4.1 EXEMPTION OF TENDER FEE

1. Micro and Small Enterprises (MSEs) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are exempted from payment of tender fee irrespective of the monetary limit mentioned in their registration certificate provided they furnish evidence that they are **registered** for the **items** they intend to quote against OIL tenders.

- 2. Central Government Departments and Central Public Sector Undertakings (CPSUs) are also exempted from the payment of tender fee.
- 3. Parties registered with DGS&D, having valid certificates are exempted from payment of tender fee.
- 4. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.
- 5. In case of MSEs/CPSUs/Government Bodies/eligible institutions etc. claiming waiver of tender fees, they shall apply to Contracts Department, Oil India Limited, Duliajan with documentary evidence before **07** (Seven) days of bid closing date.

# 4.2 EXEMPTION OF BID SECURITY

- 1. If the bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of **valid Registration Certificate** clearly indicating the monetary limit, if any and the items for which bidder is registered with any of the aforesaid agencies.
- 2. Central Government Departments and Central Public Sector Undertakings (CPSUs) are also exempted from submitting Bid Security.
- 3. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.
- **5.0** Bid should be submitted online in OIL's E-Procurement site up to **11.00 AM** (IST) (Server Time) on the date as mentioned and will be opened on the same day at **2.00 PM** (IST) at the office of the CGM-Contracts in presence of the authorized representatives of the bidders.
- **6.0** The rates shall be quoted per unit as specified in the **"PRICE BIDDING FORMAT"** attached under **"Notes and Attachments"** tab. Bidder should note that no pricing information is furnished in the **"Technical Attachment"** (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.

**The tender is invited under OPEN E-TENDER SINGLE STAGE TWO BID SYSTEM.** The bidder has to submit both the "TECHNICAL" and "PRICED" bid through electronic form in the OIL's E-Tender portal within the Bid Closing Date and 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. The 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. The Price Bid rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab in the main bidding engine of OIL's E-Tender portal. The price quoted in the "PRICE BIDDING FORMAT" will only be considered for evaluation.

# 8.0 PRE-BID CONFERENCE

- 8.1 A Pre-Bid Conference is planned to be held in the Second Week of February at Duliajan, Assam to explain the requirements of Company in details to the interested prospective Bidders and to understand bidders' perspective including exchange of views/clarifications, if any, on the Scope of Work, Bid Rejection/Bid Evaluation Criteria and other terms & conditions of the Tender. The parties **who purchase the bid documents shall be allowed to participate** in the Pre-Bid conference. For details of the venue, bidders may contact CGM-Contracts, Oil India Ltd., P.O. Duliajan-786602, Phone: 91374-2808651/2808662, E-mail: contracts@oilindia.in.
- 8.2 Maximum 02 (Two) representatives from each prospective Bidder, who purchased the tender document, shall be allowed to participate in the pre-bid conference. All costs associated to attend the pre-bid conference by their representatives shall be borne by the interested Bidders.
- 8.3 The prospective bidders shall submit their queries/clarifications against the tender through E-mail (E-mail: <a href="mailto:contracts@oilindia.in">contracts@oilindia.in</a>)/Fax/Courier addressed to CGM-Contracts, Oil India Ltd., Duliajan-786602, Assam and such queries must reach OIL's office at Duliajan latest by **05.02.2018 up to 03:30 p.m. IST**. OIL shall provide clarifications to only those queries received within this date. Queries/Clarifications against the tender received **05.02.2018** will not be entertained and replied. OIL will not be responsible for non-receipt or late receipt of any bidder's query in OIL's office
- 8.4 However, clarifications/exceptions/deviations, if required any, should be brought out by the bidder prior to or during the Pre-Bid Conference only. After processing these suggestions, as a sequel to the pre-bid conference, Company may communicate the changes in this regard, if agreed any, through an addendum to tender document to the prospective bidders who purchased the tender document. Company will not accept any exception/deviation to tender conditions/specifications once the same are frozen after the pre-bid conference and the non-compliant bid (s) shall be rejected outright against this tender.
- **9.0** The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

- **10.0** (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their Bid Security Deposit in full and debar from participation in future tenders, at the sole discretion of the company.
- (b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/correspondence will be entertained in this regard.
- **11.0** Conditional bids are liable to be rejected at the discretion of the Company.
- **12.0** The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased/issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced Techno-Commercial Bid documents.
- 12.1 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 copies of GST.
- 12.2 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 copies of GST.
- 12.3 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 copies of GST.
- 12.4 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 copies of GST.
- 12.5 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 copies of GST and Central Excise Registration Certificate.
- 12.6 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 copies of GST and Central Excise Registration Certificate.

12.7 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 copies of GST and Central Excise Registration Certificate.

## 13.0 The tender will be governed by

Forwarding Letter

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 for this Tender.

Part-V - Safety Measures (SM)

Part-VI - Integrity Pact

Price Bidding Format & PP-LC Format

Proformas & Annexures, Technical Scrutiny Form and Checklist.

# **SPECIAL NOTE**

Please note that all tender forms (Forwarding Letter, 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-V/Safety Measures/SM, Part-VI/Integrity Pact/Price Bid & PP-LC Format) and supporting documents are to be submitted through OIL's E-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender No. and due date to CGM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602.

# a) ORIGINAL BID SECURITY (Only in case of Bidder(s) submitting Bid Security in the form of BANK GUARANTEE)

A scanned copy of Bid Security should also be uploaded along with the Unpriced Techno-Commercial Bid documents.

# b) ANY OTHER DOCUMENT REQUIRED TO BE SUBMITTED IN ORIGINAL AS PER TENDER REQUIREMENT

Scanned copy(s) of the same should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

The above documents including the Original Bid Security (in case of bidders submitting Bid Security in the form of Bank Guarantee) must be received at OIL's CGM-Contract's office at Duliajan on or before 12.45 PM (IST) on the technical bid closing date failing which the bid shall be rejected.

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any

clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

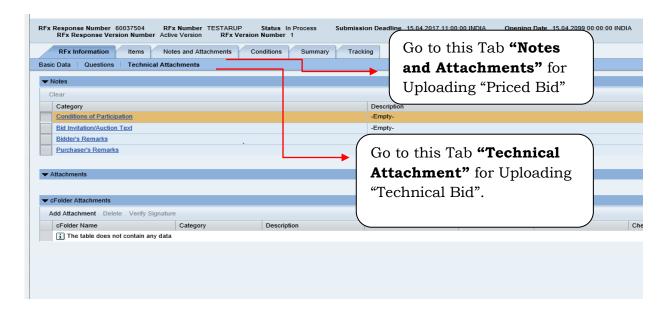
**14.0** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "**Part-VI/Integrity Pact**" of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL's competent signatory. The Proforma 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.

<u>Note:</u> OIL has appointed Shri Rajiv Mathur, IPS (Retd.), Shri Satyananda Mishra, 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 the IFB at the following addresses:

- a. Shri Rajiv Mathur, IPS(Retd.), Former Director, IB, Govt. of India; E-mail: rajivmathur23@gmail.com
- b. Shri Satyananda Mishra, IAS(Retd.),Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India E-mail: <a href="mailto:satyanandamishra@hotmail.com">satyanandamishra@hotmail.com</a>
- c. Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC E-Mail id: jagmohan.garg@gmail.com
- **15.0** 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.
- **16.0** The successful bidder shall furnish a Performance Security Deposit in the form of Bank Guarantee as specified above before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.
- **17.0** Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and/or penalty from the Contractor as per terms of the tender/contract.
- **18.0** The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers' payment.
- **19.0 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.

- **20.0 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.
- **21.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.
- **22.0 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.

# 23.0 SCREEN SHOTS



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.

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

Thanking you, Yours faithfully, **OIL INDIA LIMITED** 

(UPASANA MALAKAR) SENIOR OFFICER CONTRACTS (OPERATIONS) For, CGM (CONTRACTS) For, RESIDENT CHIEF EXECUTIVE

**DATE: 18.01.2018** 

# OIL INDIA LIMITED (A GOVT. OF INDIA ENTERPRISE) CONTRACTS DEPARTMENT, DULIAJAN DISTRICT: DIBRUGARH (ASSAM), PIN-786602

# **IFB NO.CDO6415P18**

#### **INSTRUCTION TO BIDDERS**

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

# 2.0 BIDDING DOCUMENTS

- **2.1** The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. This Bidding Document includes the following:
  - a) A forwarding letter highlighting the following points:
    - (i) Company's IFB No.
    - (ii) Description of Service
    - (iii) Bid closing date and time
    - (iv) Bid opening date, time and place
    - (v) Bid submission place
    - (vi) The amount of Bid Security
    - (vii) 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) Price Bidding Format & PP-LC Format (Attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's E-Tender Portal).
  - k) Proformas & Annexures.
- **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 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) Bid Security (scanned copy). Hard copy of original Bid Security (Only in case of bidder(s) submitting bid security in the form of Bank Guarantee) should be sent separately to reach on or before 12:45 PM on thebid closing date failing which the bid shall be rejected.
- (vi) Any other document as per tender requirement (scanned copy). Hard copy(s) of the same, if called for in the tender, should be sent separately to reach on or before 12:45 PM on thebid 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 price quoted in the "PRICE BIDDING FORMAT" will only be considered for evaluation.

#### 6.0 PERIOD OF VALIDITY OF BIDS

6.1 The Bid must be valid for 120 (One Hundred &Twenty) days from the date of opening of the tender.

**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 may refuse the request without forfeiting its Bid Security. 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** Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3 digital certificate with Organizations Name and Encryption Certificate" as per Indian IT Act, 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India while uploading the bid.

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.

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

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

- **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/Telex/Telegraphic/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 AM (IST) (Server Time)** on the Bid Closing date mentioned in the Forwarding Letter. Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the bid closing date and time as mentioned in the bid 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 PM 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 forwarding letter. 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 debarred 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 the technically qualified Bidders will be opened. The opening Date and Time will be intimated to the technically 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 way substantial way the scope, quality, or performance of work, or which limits in any substantial way, inconsistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- **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 Bank Guarantee (in specified format) favoring "OIL INDIA LIMITED" payable at "DULIAJAN" from any Nationalized Bank. 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 Standard forms of agreement.

- **19.3** This Performance Security must be valid for 03 (three) months after the date of expiry of the tenure of the contract. In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.
- **19.4** The "Performance Security" will be refunded to the contractor after 03 (three) months of satisfactory completion of works/defect liability period (if any) under the contract (including extension, if any), 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.
- **19.5** Failure of the successful bidders to comply with the conditions as specified in Para 19.2 above would render him liable for rejection and in turn forfeiture of Bid Security apart from any other actions the Company may take against him at its sole discretion. The bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

# 20.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS

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.

# 21.0 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 available in OIL's website <a href="www.oilindia.com">www.oilindia.com</a>.

22.0Purchase preference policy (linked with Local Content) (PP-LC) notified vide letter no.0-27011/44/2015-ONG/II/FP dated 25.04.2017 of MoPNG. (available in <a href="http://oil-india.com/PDF/Circular%20dt%2027062017-PPLC.pdf">http://oil-india.com/PDF/Circular%20dt%2027062017-PPLC.pdf</a>

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http://petroleum.nic.in/policy-provide-purchase-preference-linked-local-content-pp-lc-all-psus)

- **22.1**In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs Order 2012, then the bidders should categorically seek benefits against only **one of the two policies** i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.
- **22.2**Bidders seeking Purchase preference (linked with local content) (PP-LC) shall be required to meet/exceed the target of Local Content (LC) of **35%.**

<b>22.2.1</b> Such bidders shall furnish following undertaking on its letter head along with their techno-commercial bid. The undertaking shall become a part of the contract
"We (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. 35% (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. CD06415P17."
<b>22.2.2</b> Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor.
"We the statutory auditor of M/s (name of the bidder) hereby certify that M/s (name of the bidder) meet the mandatory Local Content requirements of the Services i.e. 35% (to be filled by the work center as notified at Enclosure I of the policy) quoted vide offer No dated against OIL tender No.CD06415P17.by M/s (Name of the bidder)."
Note: In case of bidder(s) for whom Statutory Auditor is not required as per law required certificates shall be provided by a practicing Chartered Accountant.
<b>22.2.3</b> At the bidding stage the bidder shall provide Break-up of "Local Component" and "Imported Component" in the prescribed format enclosed as Proforma-BB (PP-LC) of the policy and shall be uploaded by the bidders along with their price bid in the e-procurement portal under " <b>Notes and Attachments</b> " tab.
<b>22.3</b> Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference to 10% i.e. where the evaluated price is with 10% of the evaluated lowest price of Non Local Content (NLC) bidder, other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.
<b>22.3.1</b> Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award for the prescribed quantity shall be made to the lowest evaluated TA/CA bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.
<b>22.4</b> Order for supply of 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 price. The remaining will be awarded to L1 (i.e. NLC bidder). Prescribed 50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.

less than 50%, as may be dividable.

For example

shall be awarded to such bidder.

22.4.1 However, if L1 bidder happens to be a LC bidder, the entire procurement value

**22.4.2** When the tendered goods/services cannot be divided in the exact ratio of 50%/ 50% then OIL reserve the right to award on lowest eligible PP-LC bidder for quantity not

In case tendered quantity is 3 (not divisible in the ratio of 50:50), PP-LC bidder shall get order for 2 nos. only and the rest will go to L-1 (NLC bidder).

- **22.5** The tendered quantity is not splitable/non-dividable/cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.
- **22.6** For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide letter No. O-27011/44/2015-ONG/II/FP dated 25.04.2017.
- **22.7** The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.
- **22.8** OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.

# 22.9 Determination of LC

- **22.9.1** LC of Services shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of services.
- **22.9.2** The total cost of service shall be constituted of the cost spent for rendering of service, covering:
  - a) Cost of component (material), which is used.
  - b) Manpower and consultant cost, cost of working equipment/facility, and
  - c) General Service cost, excluding profit, company overhead cost, taxes and duties.
- **22.9.3** The criteria for determination of cost of local content in the service shall be as under:
  - a) In the case of material being used to help the provision of service, based on country of origin.
  - b) In the case of manpower and consultant based on INR component of the services contract.
  - c) In the case of working equipment/facility, based on country of origin and
  - d) In the case of general service cost, based on the criteria as mentioned in clauses a, b and c above.
  - e) Indian flag vessels in operation as on date.
- **22.9.4** The determination of local content of the working equipment/facility shall be based on the following provision:

Working equipment produced in the country is valued as 100% (one hundred percent) local content, working equipment produced abroad is valued as much as nil (0% percent) local content.

#### 22.10 Calculation of LC and Reporting

**22.10.1** LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

- **22.10.2** Formats for the calculation of LC of services may be seen at Enclosure-III of the policy document.
- **22.11** <u>Certification and Verification:</u>Bidder seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods as follows:

## 22.11.1 At bidding stage:

## a) Price Break-up

- i. The bidder shall provide break-up of "Local Component" and "Imported Component" along with the price bid as per provisions under clause 22.2.3.
- ii. Bidder must have LC in excess of the specified requirement.

# b) Undertaking by the bidder

- i. The bidder shall submit undertaking along with the techno-commercial bid as per clause no. **22.2**, such undertaking shall become a part of the contract.
- ii. Bidder shall also submit the list of items/services to be procured from Indian manufacturers/service providers.

# c) Statutory Auditor's Certificate

The Undertaking submitted by the bidder shall be supported by a certificate from Statutory Auditor as per clause **22.2.2**.

#### 22.11.2 After Contract Award

- a) In the case of procurement cases with the value less than Rs. 5 crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the contractor and certified by the Director/Authorized Representative of the Company.
- b) The verification of the procurement cases with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.
- **22.12** Each supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met and issue of local content certificate to that effect on behalf of OIL, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.
- **22.13** The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of Local Content for the total work/purchase of the pro-rata Local Content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- **22.14** Where currency quoted by the bidder is other than Indian Rupee then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of notice inviting tender (NIT) for the calculation of Local Content.

**22.15** OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

# 22.16 Sanctions

- **22.16.1** OIL shall impose sanction on bidder not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.
- **22.16.2** If the bidder does not fulfill his obligation after the expiration of the period specified in such warning, OIL shall initiate action for blacklisting such bidder/successful bidder.
- **22.16.3** A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.
- **22.16.4** In pursuance of the clause No. 22.16.3 above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (format attached at Annexure-XI) equivalent to the amount of PBG.

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

# 1.0 BID EVALUATION CRITERIA (BEC)

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

#### 1.1 FINANCIAL CRITERIA

- **1.1.1** Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least **Rs. 4,14,06,000.00** only.
- **1.1.2** Net worth of the bidder should be positive for preceding financial/accounting year.

# Notes to BEC Clause 1.1 above:

- **a.** For proof of Annual turnover and Net worth (refer clauses 1.1.1 & 1.1.2 above), any one of the following documents/photocopies must be submitted along with the bid:
  - i) Audited Balance Sheet along with Profit & Loss account.

OR

- ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership number and Firm Registration number), certifying Annual Turnover & Net worth as per format prescribed in **Annexure-X.**
- 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 \_\_\_\_\_\_ has actually not been audited so far'.

#### 1.2 TECHNICAL CRITERIA

**1.2.1 A)** The bidder shall have experience of minimum 2 years or more in carrying out of at least 01 (One) 'SIMILAR' Work in Gas Gathering Station/Gas Production Station/Gas Processing Station/Gas Compression Station/Crude Oil

Production Station/Crude Oil Processing Station of minimum value of **Rs.4,14,06,000.00** in Central/State Govt./State Govt. Enterprises /PSUs/Public limited Company in previous 07 (Seven) years reckoned from the original bid closing date.

#### OR

The bidder shall have experience of minimum 2 years or more in carrying out of at least **one** 'SIMILAR" work of minimum 3(three) MMSCMD or more in Natural Gas Production/Gathering/Processing/Compression in Central/State Govt./State Govt. Enterprises/PSUs/Public limited Company in previous 07 (Seven) years reckoned from the original bid closing date.

## OR

The bidder shall have experience of minimum 2 years or more in carrying out of at least **one** 'SIMILAR" work of minimum 3000 KLPD or more of Crude Oil processing/ Crude Oil Production Station in Central/State Govt./State Govt. Enterprises/PSUs/Public limited Company in previous 07 (Seven) years reckoned from the original bid closing date.

- **B)** The 'SIMILAR' work experience in O&M service as mentioned above in Para **A)** must also include the following experiences:
  - i) Experience in Operation and maintenance service of online Gas Flow Meters, Gas Chromatographs, DCS & PLC based instrumentation.

#### AND

ii) Experience in Operation and maintenance service, including experience in overhauling of Gas engines/Diesel engines along with the power generation system of minimum capacity 500 KVA in total in a single unit or combined number of units.

## Notes to BEC Clause 1.2.1 above:

- **a)** For proof of requisite Experience (refer clause 1.2.1), the following documents/photocopies must be submitted along with the bid:
  - i) In case Work Experience is against OIL's contract and is a **completed** job; Job Completion Certificate is to be submitted along with the bid.
  - **ii)** In case Work Experience is **NOT** against OIL's contract and is a **completed** job:
    - a) Photocopy of Contract document or Work order showing details of work.

#### AND

- b) Job Completion Certificate showing:
  - i) Gross Value of job done if the bidder quotes on the strength of "value of job done" as per clause 1.2.1 A).

OR

Quantum of the job - if the bidder quotes on the strength of "quantum of job done" as per clause 1.2.1 A).

- ii) Description of job done and Contract/work order no.
- iii) Contract Period and Date of completion of the contract.
- **b)** Following work experience will also be taken into consideration:
  - 1. If the prospective bidder has executed contract in which similar work is also a component of the contract.
  - 2. If the prospective bidder is executing similar work which is still running and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.
  - 3. In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (Seven) years reckoned from the original bid closing date.

Proof of work experience against Para **b)** under "**Notes to BEC Clause 1.2.1 above"** above, to satisfy **i.** similar work **ii.** Minimum prescribed Value/Qty **iii.** Prescribed period of 07 years, to be submitted as below:

- 1. In case requisite experience is against OIL's Contract: Bidder must submits the breakup of similar work and its value/quantity mentioning SES No. and copies of all relevant SES.
- 2. In case requisite experience is **NOT** against OIL's Contract: Bidder must submit the breakup of similar work and its value/quantity executed within the prescribed period of 07 (seven) years reckoned from the original bid closing date. The breakup must be certified by the end user or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).
- c) For requisite work experience, certificate from client clearly mentioning the details of jobs as described in para 1.2.1 B), shall be required for evaluation.
- **1.2.2** A job executed by a bidder for its own organization/subsidiary shall not be considered as experience for the purpose of meeting BEC.

Also, any bidder, quoting on the strength of consortium/collaboration agreement or MOU with another party including sub-contract shall not be considered as experience for the purpose of meeting BEC.

**1.2.3** The bidder shall give an undertaking as per **PROFORMA-II** along with the Technical bid that they will arrange backup support for entire period of contract, including Annual Maintenance Contract (AMC) service with OEMs as mentioned in **SCC** without which bid will be rejected.

- **1.2.4** Bidder must quote both for CGGS Madhuban, FGS Chabua services and Price Break up and Price for Spares must be submitted alongwith the bid otherwise the bid will be rejected.
- **1.2.5** The Bidder must quote the rate/price against each spares given in **Annexure D**. Such quoted rate will not be considered for bid evaluation purpose. Based on quoted price, Spare price shall be fixed on the Last order price of Spares procured by OIL + 5% escalation or the price quoted by Bidder, whichever is lower.
- **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** 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.
- **1.8** 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.
- **1.9** In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.
- 1.10 PURCHASE PREFERENCE CLAUSE: Purchase Preference to Micro and Small Enterprises registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:

- **1.10.1** In case participating MSEs Quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.
- **1.10.2** In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

# 1.10.3 Documentation Required to be submitted by MSEs:

Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises(MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

## 1.11 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC)

- 1.11.1 Purchase preference policy-linked with Local Content (PP LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG shall be applicable in this tender. (<a href="http://petroleum.nic.in/policy-provide-purchase-preference-linked-local-content-pp-lc-all-psus">http://petroleum.nic.in/policy-provide-purchase-preference-linked-local-content-pp-lc-all-psus</a>).
- 1.11.2 Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified all clauses under clause No. 22 of ITB and shall have to submit all undertakings / documents applicable for this policy.
- **1.12** Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services (except quoted rate for spares) including applicable GST(CGST & SGST/UTGST or IGST).
- **1.13** 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.

**1.14** 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.

- **1.15** Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.
- **1.16** Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.

# 2.0 BID REJECTION CRITERIA (BRC)

- **2.1** The bids are to be submitted in single stage under 02 (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.
- **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 initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
- **2.8** Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- **2.9** Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal; otherwise the bid will be rejected. All other techno-

commercial documents other than price details to be submitted with Un-priced Techno-Commercial Bid as per tender requirement under "Technical Attachment" Tab Page only.

- **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/Integrity Pact" 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 Unpriced 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 BRC.

- **3.2** To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be 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.
- **3.3** If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, the clauses in the BRC shall prevail.
- **3.4** Bidders should note that the documents/information submitted by the bidder(s) against the tender are presumed to be genuine, authentic and true copy of the originals. However, in case at any stage of tendering process or during execution of the contract or after expiry of contract, if it is detected that bidder has submitted forged or fabricated documents or furnish false information towards fulfilment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/terminate the contract, as the case may be and forfeit EMD/SD submitted by the bidder. Besides, the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.
- **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.

#### OIL INDIA LIMITED

(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPARTMENT, DULIAJAN
DISTRICT: DIBRUGARH (ASSAM), PIN-786602
TEL: (91) 374-2800548, FAX: (91) 374-2803549

Website: www.oil-india.com

# **DESCRIPTION OF WORK/SERVICES:**

Hiring of Service for "Operation and Maintenance of CGGS Madhuban and FGS Chabua for a period of 04 (Four) years".

# GENERAL CONDITIONS OF CONTRACT (GCC)

MEMO	RANDU	JM OF	AGRE	EMENT made	e this	d	ay of				
Betwee	n OIL I	INDIA L	IMITE	ED a Compan	y incorpor	ated und	ler the	Comp	anies A	ct 1956	and
having	its Re	gistered	Offic	ce at Duliajar	n in the D	istrict of	Dibru	ugarh,	Assam	(herein	after
called	Compa	ny) of tl	he on	e part and Sl	nri/Smti _				an	d Shri/	Smti
				carrying on	business	as part	ners/p	proprie	tor und	ler the	firm
name	and	style	of	M/s			with	the	main	Office	at
			_ in	the District	of			af	oresaid	(herein	after
called '	Contra	ctor') or	the	other part.							

# 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 at **CGGS Madhuban and FGS Chabua**.
- 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.
  - ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
  - x) GST Act.

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

- **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 initially for a period of **O4 (Four) years** from the commencement date mentioned in the work order/LOA. The Contractor must complete the work 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.

<b>10.0</b> The tender price inclusive of	f all liabilities and GST	` is Rs		( <b>N</b>	ot to be
filled up by bidder while subm	nitting the offer in	"Technical	Atta	chment	.". This
figure will be filled up by OIL at	the time of award o	f the contro	act to	the suc	cessfui
<b>bidder.</b> ) (		only)	but	the C	ompany
shall pay the Contract or only for a	ctual work done at the	all-inclusiv	e rate	es set d	lown in
the Schedule of work part II of th	is Contract.				

On account payment may be made, not often than monthly, up to the amount of 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.

- **11.0** The contractor employing **20 (twenty)** or more workmen on any day preceding 12 months shall be required to obtain requisite licence at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.
- **12.0** 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
Upto Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

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

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

Amount	of	Claims	and	Period	for	making	and	publishing	of	the
counter	er claims (excluding award(counted from the date of first meeting of								ng of	
interest)	interest) the Arbitrators)									
Upto Rs.	5 Cro	ore		Within 8 months						
Above Rs	. 5 Cı	rore		Within	12 m	onths			•	

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.
- 1) 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 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 be 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 upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.
- **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 entirely 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.

# 28.0 <u>LIQUIDATED DAMAGES FOR DELAY IN MOBILZATION/COMPLETION OF</u> 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, by way of liquidated damages for delay and not as penalty. The applicable GST on the LD shall have to be borne by the contractor. Accordingly, the liquidated damages shall be recovered from the contractor along with applicable GST.

#### 29.0 SUBCONTRACTING:

CONTRACTORS shall not subcontract or assign, in whole or in part, their obligations to perform under this contract, except with COMPANY'S prior written consent.

## **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, subcontractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

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

#### 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 any obligation of the Contractor to pay Liquidated Damages plus GST 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** <u>TAXES</u>: 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.
- **37.5** Bidder should also mention the **Harmonized System of Nomenclature** (HSN) and **Service Accounting Codes (SAC)** at the designated place in SOR.

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

**37.6.1** 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.

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

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

- **37.7.1** 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.
- **37.7.2** The bids will be evaluated based on total price including **GST**.
- **37.8** 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.
- **37.9** 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.
- **37.10 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**.
- **37.11 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.
- **37.12** 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.
- **37.13** 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.
- **37.14** 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.
- **37.15** 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.

- **37.16** 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.
- **37.17** 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.
- **37.18** 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.
- **37.19** 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
- **37.20** GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- **37.21** 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.

- **37.22** 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.
- **37.23** 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.

**37.24** 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.

**37.25** 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.

## 37.26 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;
- 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 authorized representative.

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

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

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.

## 37.27 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.

**37.27.1** 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** <u>WITHHOLDING</u>: 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** In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions than the contractor shall provide complete details (i.e. name of the sub-contractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

IN WITNESS whereof the parties hereunto written above:	set their hands seals the day and year first
SIGNED & DELIVERED FOR AND ON BEHALF OF Attorney)	(Signature of Contractor or his legal
by the hand of	(Full Name of Signatory)
its Partner/Legal Attorney	(Seal of Contractor's Firm)
And in presence of	(Signature of witness)
Date:	(Full Name of Signatory)
	Address:
	(Signature of Acceptor)
SIGNED & DELIVERED FOR & ON BEHALF OF OIL INDIA LIMITED	Designation
	Date

# OIL INDIA LIMITED (A Government of India Enterprise) <u>Duliajan, Assam</u>

#### E-TENDER NO. CDO6415P18

Part-II (SOQ)

# <u>DESCRIPTION OF SERVICE</u>: Hiring of Service for "Operation and Maintenance of CGGS Madhuban and FGS Chabua for a period of 04 (Four) years".

Item	Description of Services	UOM	Quantity
No.			
A	В	С	D
10	O&M Service Charge CGGS Madhuban	Monthly	48.00
20	Mobilisation Charge for CGGS Madhuban	Lumpsum	1.00
30	Demobilisation Charge for CGGS Madhuban	Lumpsum	1.00
40	O&M Service Charge FGS Chabua	Monthly	48.00
50	Mobilisation Charge for FGS Chabua	Lumpsum	1.00
60	Demobilisation Charge for FGS Chabua	Lumpsum	1.00

- 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

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 NOT available to OIL & The bids will be evaluated based on total price including GST.
- **6.** Refer to GCC for detail of GST.
- **7.** The rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab.
- **8.** Tenure of Agreement: **04 (Four) years**.
- 9. Mobilisation Period: Within 30 days from date of issue of LOA.
- **10.** Bidder must submit cost break up against each line item above, except Mobilisation & Demobilisation charge as per the format provided in 'Price Break up' worksheet.
- **11.** The Bidder must quote the rate/price against each spares given in Annexure D. Such quoted rate will not be considered for bid evaluation purpose.
- **12.** Maximum allowable Mobilisation & demobilisation charge is upto 2.5% each, of quoted price against O&M service for the FGS Chabua & CGGS Madhuban.

#### TECHNICAL SPECIFICATIONS, TERMS OF REFERENCE AND SCOPE OF WORK

## 1.0 Introduction

Oil India Limited (OIL) is a Navaratna Company; a Public Sector Undertaking (PSU) under the Ministry of Petroleum & Natural Gas (MoP&NG), Govt of India engaged in the business of exploration, production and transportation of crude oil and natural gas and production of LPG .OIL has its operating fields in upper Assam in Dibrugarh, Tinsukia and Sibsagar districts of Assam. Its field head quarter is at Duliajan in Dibrugarh district, Assam.

#### 1.1 General description of CGGS Madhuban

The CGGS & OTP is constructed at Madhuban (near W#NHK 50) at a distance of around 6 km from Duliajan, in Dibrugarh district of Assam, under Hugrijan Mining lease. Total area of CGGS & OTP is **18 hectare** and same is protected by a 12feet high boundary wall. The periphery of the entire CGGS&OTP is 2.5 Km (approx.).

In order to supply committed amount of 6 MMSCMD of natural gas containing at least 7% C<sub>2</sub>+ content to M/s Brahmaputra Cracker and Polymer Limited (BCPL) from a single point, OIL collects all the C<sub>2</sub>+ rich gas from the field production centers at CGGS Madhuban which is a high volume, self-contained gas gathering, metering & custody transferring installation with a total gas handling capacity of 12 MMSCMD which was commissioned on 19.12.2014. From this installation C<sub>2</sub>+ rich gas is supplied to BCPL and returned lean gas along with lean gas collected from fields is then supplied to various internal and external consumers

#### Salient features of the installation

- ✓ State of the art installation with online monitoring, control and emergency shut down system (DCS & ESD system),
- ✓ Fire & Gas detection systems,
- ✓ Firefighting systems,
- ✓ Enclosed ground flare system,
- ✓ Closed Blow Down vessel to collect condensate & oily particle from various skids,
- ✓ Effluent Treatment Plants (with CRWS & OWS) system,
- ✓ Security watch towers & security cabins,
- ✓ Access control system and CCTVs at strategic locations,
- ✓ Rain water harvesting ponds with preservation of bio-diversity.
- ✓ Zero discharge to outside environment,
- ✓ Green belt all around the installation.

# Other auxiliary facility/equipment

- On line gas chromatographs & analyser system
- ♣ Instrument air system,
- Corrosion inhibitor system,
- Metering & Custody transfer system,
- A Power generation with Gas Genset & back up with Diesel gen set,
- \* Control room & operators building with access control system & CCTV at entrance,
- ♣ Shift workers cabin for workers,

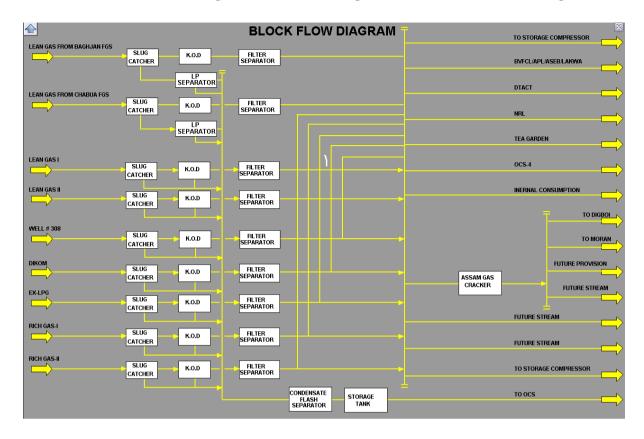
- ♣ Security watch tower (05) & watch tower with security cabin (02) with OIL telephone facility at each tower,
- ♣ Security barrack for 36 security staff with a strong room & magazine room
- ♣ 4.5m wide & 2.1Km long motorable road outside the boundary wall for security patrolling is provided (Maintenance is under OIL's Scope). Also a 1.5 m wide drain adjacent to the road is also provided.

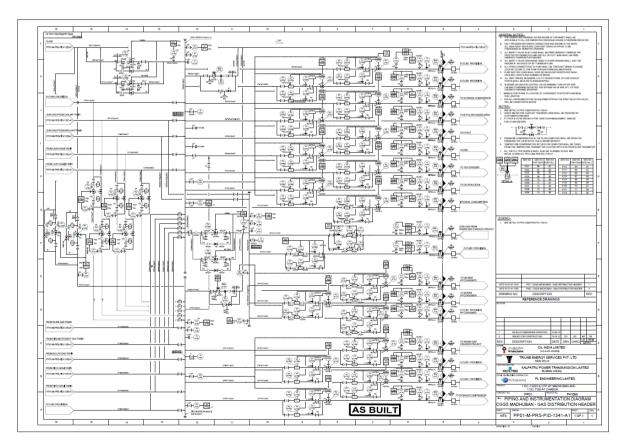
# Safety distances (approximate) between various unit/installation

Sl. no.	From	То	Distances
1	Process unit	Boundary wall	60m
2	Process unit	Control room Bldg	70m
3	Process unit	Fire water tank	100m
4	Process unit	Truck loading point	50m
5	Process unit	Tank Farm	50m
6	Process unit	Ground flare	200m
7	Process unit	ETP plant	50m
8	Control room Bldg	Boundary wall	30m
9	Control room Bldg	Truck loading point	80m
10	Control room Bldg	Tank farm	160m
11	Control room Bldg	ETP	120m
12	Boundary wall	ETP	80m
13	Boundary wall	Tank farm	60m
14	Boundary wall	Fire water tank	20m

## 1.2 Description of process& equipment

Gas streams flow block diagram and P&ID for gas distribution header are given below:





## Pig launching and receiving terminals/systems &pipelines

There are at present 7 Nos of Pig receiving & launching systems in CGGS & OTP-Madhuban premises. They are for –

- i. 16"OD Pipeline from Bhaghjan areas,
- ii. 16"OD Pipeline from Chabua areas,
- iii. 24"OD Pipeline from LPG-OTP 2 (two) nos,
- iv. 24"OD Pipeline to LPG-OTP,
- v. 16"OD Pipeline from Dikom-Tengakhat-Hatilai areas,
- v. 16"OD Pipeline to Dikom-Tengakhat-hatiali areas,

Another three more pig receiving/launching systems will also be installed in the CGGS&OTP premises shortly.

In addition, there are several other incoming & out goings pipelines are running to/from CGGS without pig launcher/receiver systems such as (i) Gas line from wells #308 areas (Kathalguri), (ii) Gas line to Kathalguri/Digboi areas, (iii) Gas line to DNPL etc.

Also there is a provision of supply of rich gas from Baghjan, Chabua, Well #308 areas to LPG plant directly through a controller at Pig receiving/launching area.

#### Gas treatment trains

At present there are total 9 nos. of incoming trains as follows:

- 1. Lean Gas Train for Chabua,
- 2. Rich Gas Train for Dikom Tengakhat,
- 3. Rich Gas Train for Well # 308,
- 4. Lean Gas Train for Baghjan,
- 5. Lean Gas-I Train (Future),
- 6. Lean Gas-II Train (Future),
- 7. Rich Gas Train for Ex-LPG,
- 8. Rich Gas-I Train (LPG Upstream excess gas)
- 9. Rich Gas-II Train (Future)

Gas from each train is received in a Slug Catcher. Slug Catcher removes slug of liquid if any from the gas. The gas then passes through Two Phase KOD and Filter Separator for removal of residual liquid and impurities present in the gas. The lean gas then goes to Lean Gas Header operating at 15 Kg/cm2g and the rich gas goes to Rich Gas Header operating at 9 Kg/cm2g. Condensates separated out from Slug Catchers and Two Phase KODs of each train are taken to a Condensate Flash Separator under level control for stabilization of condensate. Water separated out from Slug Catchers, Two Phase KODs,

Filter Separator and Condensate Flash Separator is drained to Raw Effluent Tank for treatment in Effluent Treatment Plant.

## Lean gas train for Baghjan

Lean gas (@ 1.5 MMSCMD) from Baghjan FGS is received in the Slug Catcher of this train. Slug Catcher removes slug of liquid from the gas and routes the same to LP separator under pressure control. The gas from slug catcher passes through Two Phase KOD and Filter Separator for removal of residual condensate present in the gas. The lean gas then goes to Lean Gas Header operating at 15 Kg/cm2g. A part of this lean gas also goes to Fuel Gas System. Condensates separated out from LP separator and Two Phase KOD are taken to Condensate Flash Separator under level control for stabilization of condensate. This Condensate Flash Separator also receives condensates from other trains. Slug Catcher and Condensate Flash Separator are provided with 2 X 100% PSVs. PSV and other discharges are routed to Flare System. Water separated out from LP separator and Condensate Flash Separator is drained to Raw Effluent Tank.

#### Lean gas train for Chabua

Lean gas (@ 1.5 MMSCMD) from Chabua FGS is received in the Slug Catcher package of this train. Slug Catcher removes slug of condensate from the gas and routes the same to LP separator under pressure control. The gas from slug catcher passes through Two Phase KOD and Filter Separator for removal of residual condensate present in the gas. The lean gas then goes to Lean Gas Header operating at 15 Kg/cm2g. A part of this lean gas also goes to Fuel Gas System. Condensate separated out from LP separator and Two Phase KOD is taken to Condensate Flash Separator under level control for stabilization of condensate. Water separated out from LP separator and Condensate Flash Separator is drained to Raw Effluent Tank.

#### Lean gas-I train

Lean gas (@ 0.5 MMSCMD) is received in the Slug Catcher of this train. Slug Catcher removes slug of condensate from the gas. The gas then passes through Two Phase KOD and Filter Separator for removal of residual condensate present in the gas. The lean gas then goes to Lean Gas Header operating at 15 Kg/cm2g. A part of this lean gas also goes to Fuel Gas System. Condensate separated out from Slug Catcher and Two Phase KOD is taken to Condensate Flash Separator under level control for stabilization of condensate. Water separated out from Slug Catcher and Condensate Flash Separator is drained to Raw Effluent Tank.

#### Lean gas-II train (Future)

Lean gas (@ 0.5 MMSCMD) is received in the Slug Catcher of this train. Slug Catcher removes slug of condensate from the gas. The gas then passes through Two Phase KOD and Filter Separator for removal of residual condensate present in the gas. The lean gas then goes to Lean Gas Header operating at 15 Kg/cm2g. A part of this lean gas also goes to Fuel Gas System. Condensate separated out from Slug Catcher and Two Phase KOD is taken to Condensate Flash Separator under level control for stabilization of condensate. Water separated out from Slug Catcher and Condensate Flash Separator is drained to Raw Effluent Tank.

## Rich gas train for Dikom - Tengakhat

Rich gas (@ 1.5 MMSCMD) is received in the Slug Catcher of this train. Slug Catcher removes slug of condensate from the gas. The gas then passes through Two Phase KOD and Filter Separator for removal of residual condensate present in the gas. The rich gas then goes to Rich Gas Header operating at 9 Kg/cm2g. A part of this rich gas also goes to Fuel Gas System. Condensate separated out from Slug Catcher and Two Phase KOD is taken to Condensate Flash Separator under level control for stabilization of condensate. Water separated out from Slug Catcher and Condensate Flash Separator is drained to Raw Effluent Tank.

### Rich gas train for Well # 308

Rich gas (@ 1.5 MMSCMD) is received in the Slug Catcher of this train. Slug Catcher removes slug of condensate from the gas. The gas then passes through Two Phase KOD and Filter Separator for removal of residual condensate present in the gas. The rich gas then goes to Rich Gas Header operating at 9 Kg / cm2g. A part of this rich gas also goes to Fuel Gas System. Condensate separated out from Slug Catcher and Two Phase KOD is taken to Condensate Flash Separator under level control for stabilization of condensate. Water separated out from Slug Catcher and Condensate Flash Separator is drained to Raw Effluent Tank.

## Rich gas train for Ex-LPG

Rich gas (@ 2.5 MMSCMD) is received in the Slug Catcher of this train. Slug Catcher removes slug of condensate from the gas. The gas then passes through Two Phase KOD and Filter Separator for removal of residual condensate present in the gas. The rich gas then goes to Rich Gas Header operating at 9 Kg/cm2g. A part of this rich gas also goes to Fuel Gas System. Condensate separated out from Slug Catcher and Two Phase KOD is taken to Condensate Flash Separator under level control for stabilization of condensate. Water separated out from Slug Catcher and Condensate Flash Separator is drained to Raw Effluent Tank.

## Rich gas-I train(LPG upstream gas)

Rich gas (@ 1.5 MMSCMD) is received in the Slug Catcher of this train. Slug Catcher removes slug of condensate from the gas. The gas then passes through Two Phase KOD and Filter Separator for removal of residual condensate present in the gas. The rich gas then goes to Rich Gas Header operating at 9 Kg/cm2g. A part of this rich gas also goes to Fuel Gas System. Condensate separated out from Slug Catcher and Two Phase KOD is taken to Condensate Flash Separator under level control for stabilization of condensate. Water separated out from Slug Catcher and Condensate Flash Separator is drained to Raw Effluent Tank.

#### Rich gas-II train

Rich gas (@ 1.5 MMSCMD) is received in the Slug Catcher of this train. Slug Catcher removes slug of condensate from the gas. The gas then passes through Two Phase KOD and Filter Separator for removal of residual condensate present in the gas. The rich gas then goes to Rich Gas Header operating at 9 Kg/cm2g. A part of this rich gas also goes to Fuel Gas System. Condensate separated out from Slug Catcher and Two Phase KOD is

taken to Condensate Flash Separator under level control for stabilization of condensate. Water separated out from Slug Catcher and Condensate Flash Separator is drained to Raw Effluent Tank.

## Gas distribution and custody transfers

Gas after filter separators from all the trains is collected into one manifold which is divided into two parts with a spectacle blind. One part of manifold is for collection of rich gases which is supplied to BCPL's GDU plant at Madhuban. Other part of the manifold collects lean gases which is supplied to other consumers.

Rich gas is supplied to M/s Brahmaputa Crackers and Polymers Ltd.(M/s BCPL). After extraction of C2 + components from the rich gases, M/s Brahmaputra Crackers and Polymers Ltd.(M/s BCPL) returns remaining lean gas to separate lean gas HP manifold. This lean gas is then supplied to other consumers. Gas supply to each consumer is metered using ultrasonic meters, flow integrators (FQIC) and finally a control valve to control the flow rate. All pressure, temperature indicators are provided at battery limit. To control manifold pressures in case of fluctuations due to consumer demand, manifolds are connected to flare for venting excess gas under pressure control. If demand continues to be low, field chokes will have to be closed to reduce the gas being flared. Lean gas can be routed to rich gas manifold through PIC-PCV control. It is also possible to route each FGS rich gas train separately to lean gas manifold. composition analysers are provided in both lean and rich gas headers to correct the custody metering flow based on change in composition. Condensate from all FGS trains is collected in condensate flash separator and gas is flashed out. Flash separator is a 3phase separator and removes gas and water from the condensate. Gas is routed to flare, water to effluent treatment and condensate to storage tanks and loading system. Three condensate storage tanks are provided to store separated condensate. Two condensate loading pumps are provided (2 x 100%) for either tanker loading or routing condensate to OCS. Flare system is designed to handle total gas flaring. Gas from all FGS trains to be flared are routed to flare through a common KOD which removes liquid and sends gas to flare. Flare is low noise, enclosed and low luminosity flare for environmental considerations. Liquid collected in flare KOD is routed to CBD vessel through flare KOD pumps (2 x 100%). An independent instrument air system is provided to cater to total needs of the CGGS. A fuel gas system is provided which takes gases from all FGS trains (for flexibility) and gases are filtered and heated (electric heater) and then supplied at controlled pressure to flare system and for gas engine generators. CBD (Closed Blowdown System) is provided for oil drains and collections from various points in the CGGS. The collected oil is routed to condensate flash separator for reprocessing by a submersible pump in the CBD vessel. An OWS (Oily Water System) is also provided for collection of washings which may be oil contaminated. OWS pit has internal weir to separate oil and route it by a submersible pump to CBD vessel. Water collected is also routed to raw effluent tank by another submersible pump for further treatment. Raw water for process use and drinking is ground (bore well) water which is treated (Sand filtration, carbon filter and UV sterilization) and stored in one process water tank and two potable water tanks for further distribution. Produced water from all the trains is collected in a header and is routed to raw effluent water tank for storage. It is further treated in Effluent Treatment Unit in a series of steps to remove oil/sludge. Treated water is stored in Treated Water Tank and pumped (2 x 100%), metered and routed to Truck loading station or to OCS for further disposal. Loss prevention system has been provided in CGGS which includes corrosion inhibitor injection system to control

corrosion and enhance equipment life. Injection is made at various points of system based on corrosion study report.

# Condensate storage and loading

The stabilized condensate from condensate Flash Separator is collected in a Condensate Storage Tanks T-1001 (250m3 capacity), T-1002 (500m3 capacity) &T-1003 (500m3 capacity). The condensate is then pumped to nearest OCS to spike with crude oil. Water drained out from the tanks is to be drained to OWS system.

# Gas distribution headers

The Lean Distribution Header operating at 15 kg/cm2g receives lean gases from Baghjan and Chabua, Lean Gas-I and Lean Gas-II trains. From this header lean gas is sent to BVFCL/APL/ASEB/Lakwa via LPG OTP, NRL, Digboi, Dibrugarh, Moran customers, Tea Gardens, OCS-4 and OIL's internal consumptions. The Rich Distribution Header operating at 9 kg/cm2g receives rich gases from Well # 308 areas, Ex-LPG, Dikom-Tengkhat, Rich Gas-I and Rich Gas-II trains. From this header rich gas is sent to M/s BCPL. The lean gas coming back from M/s BCPLis received in a HP header (25 kg/cm²g). There is provision to send HP gas to Digboi, Dibrugarh and Moran customers from HP Header. Presently this 25 kg/cm²HP lean gas is sent to 15 kg/cm²lean gas header under pressure control.

#### Water system

Raw water is drawn from deep tube well by Raw Water Pump of 50m3/hr capacity. The raw water is treated in a Water Treatment Package unit, which includes Pressure Sand Filters, Activated Carbon Filters and Chlorination Unit and UV sterilization Unit. The filtered water is stored in overhead Process Water Tank and from there goes to distribution. The chlorinated filtered water is stored in overhead Potable Water Tank-I & Potable Water Tank-II and from there goes to distribution. The raw water from Raw Water Pump discharge header is tapped for cleaning, hose station and fire-fighting purposes. Water Treatment Unit is to supply the treated water for process and potable use.

The Water Treatment package includes the following:

- 1. Pressure Sand Filter-25 m3/hr capacity
- 2. Activated Carbon Filters- 5 m3/hr capacity
- 3. UV Sterilizer- 5 m3/hr capacity
- 4. Activated carbon Filters 5 m3/hr capacity
- 5. Local Control panel and complete instrumentation within the package.

## Raw water

Turbidity (NTU) : 36-83 pH value : 7.0-7.1

Total Hardness : 72-76 (ppm CaCO3)
Alkalinity : 100-125 (ppm CaCO3)

Chloride : 6 – 10 (ppm Cl)

Iron : 2.19-2.66 (ppm Fe)

Total Dissolved Solid : 168-188 (ppm)

Silica : 47.8 – 64.7 (ppm)

#### Raw water source

Raw water shall be supplied to Water Treatment Unit through Raw Water pump (Deep Bore Well Pump) of capacity 50m3/hr at a discharge pressure of 4 kg/cm2 g.

#### Service water

The raw water is passed through Pressure Sand Filter of 25 m3/hr capacity for removal of suspended solids. The Sand Filter is provided with a bed of Manganese dioxide above the sand bed for removal of Iron. Out of the 25m3/hr of the service (filtered) water, 20 m3/hr is stored in the service water tank and remaining 5m3/hr is taken to potable water stream.

Turbidity (NTU) : 5

pH value : 7-7.5

Capacity : 20 m3/hr

Pressure : 1.5 kg/cm2 g

#### Potable water

The 5 m3/hr filtered water is passed through Active Carbon Filter and UV sterilizer for storage in Potable Water tank. The active Carbon filter is to remove odor and UV sterilizer to make the potable water free from bacteria and pathogens.

pH value : 7-7.5

Iron : < 0.3 (ppm)

Sterilization : UV Sterilized

Capacity : 5 m3/hr

Pressure : 1.5 kg/cm2 g

## Ambient air conditions

Turbidity (NTU)

Ambient Temp (Max/Min) : 40 /7 Deg C

Dry Bulb Temp (Max / Min) : 36 /8 Deg C

Max Relative humidity : 95%

#### **Instrument Air**

Temperature : 40 ℃

Pressure : 4.8 – 8.0 Kg/cm2 g

Dew point : -40 °C at 1 ATM.

#### Fuel gas system

The fuel gas header receives gases from any of the train under operation. The gas is filtered in Gas Filters. There is a provision to heat the filtered gas in an electric heater upto 45 deg C and sent to Fuel Gas header under pressure control.

#### Flare system (Non-luminous, low db and eco-friendly)

The flare system is to receive PSV discharges, blowdowns and other venting from equipment and distribution headers in a Flare KOD and then goes to Ground Flare System. The collected oil from Flare KOD is recycled back to underground CBD Vessel with the help of Condensate Recycle Pumps. The capacity of ground Flare Packages is 8.0MMSCMD (4MMSCMD each).

The ground flare system is of enclosed type to conceal the flame visibility and reduce combustion noise. The ground flare is provided with burners inside a steel refractory lined open enclosure.

Flare System is designed to meet the following general requirements:

- A. The design of burners is such that: -
- a. Flame is smokeless
- b. Flame is non-luminous
- c. Low sound effect is as per OMR/ OISD regulations.
- d. Flame is eco-friendly (low NOX emission).
- e. Burners efficiency is not less than 98%
- B. The ignition system is comprised of pilot burners, pilot ignitors (flame front generator), pilot monitor and flame stabilizer. Sufficient pilots are provided to ensure proper ignition, including automatic restart on flame out, alarm and status signals to the plant DCS.
- C. Flame is hidden behind refractory lined CS shell. The refractory lining material is of ceramic fibre or refractory castables suitable for minimum hot face temperature of 1200 deg.
- D. Height of stack is such that the maximum GLC of pollutants including NOX never exceeds the prescribed ambient air quality limit as per latest National Environmental Act. Windfence is provided to diffuse any wind from impinging directly on the burner windows, and to assist in distributing air around the unit.
- E. Staging control is provided for better smokeless flaring. The flare burners are manifolded in grouped stages. Staging valves is actuated by Staging Control System. Burners are designed to fire into the combustion chamber causing circulation and improved mixing for smokeless combustion.

Special features to guarantee the maximum operating reliability and the operating flexibility without any effect on the quality and capacity of the products are:

- i) Refractory lined steel enclosure for combustion.
- ii) Burners for Low Pressure gas system with associated instruments.
- iii) Package includes a PLC based Staging Control System for smokeless combustion and
  - better shutdown control.
- iv) Ignition system comprises of pilot burners, pilot ignitor (flame front generator), pilot
  - monitor and flame stabilizer.
- v) Local electric/control panel including local shut-down, remote shut-down signals (process and emergency shut-down) and indication of equipment status.
- vi) Flare ignition panel, with all necessary instrumentation, piping valves and temperature detection system.
- vii) All items necessary for the safe and satisfactory operation and maintenance of the system like cables & junction boxes, Flare tip thermocouples etc.
- viii) Auxiliary equipment provided inside Package Unit battery limits (B.L.) as, controllers, control valves, self-actuated valves, shutdown valves (SDV's), instrument both local and board mounted, manual valves, piping, fittings etc.

As stated above, the Ground Flare Package consists of refractory lined steel enclosure, burners and flare ignition panel. The pilot burners are fed by fuel gas; the ignition panel ignites the pilot burners by flame-front ignition or spark ignition. To avoid flame visibility and to reduce noise, burners are hidden behind refractory lined CS shell. A continuous introduction of purge gas (fuel gas) is used to prevent back flow (air ingress). The flare system is equipped with a velocity seal to limit the purge gas flow rate. The ignition system comprises of suitable no. of pilot burners required for each stage, flame front generator, pilot monitor, flame stabilizer etc. Each pilot is fitted with its dedicated flame detector to monitor the flame presence. The flame detectors(thermocouple type) are of guaranteed robust design and have a quick response time.

Ground flare system is designed for allowable radiation levels and maintenance free requirement over its operating life. The ignition system is flame front generator type or electrical spark ignitor type, designed to ignite the pilot burners at the design wind conditions. Separate ignition lines are provided for each pilot.

#### The main design data are

Data	Value	Unit
Design Capacity	8.0	MMSCMD
Design life	15	Year
Design wind speed	10 (max)	m/s
Noise level (max)	40 (Note-2)	dB
Radiation level	2000	Btu / ft2.hr

## Flare tip

Flare Type:	Low Pressure
Design Relief Flow:	8.0 MMSCMD
( maximum )	
Design Relief Temperature:	-40 to +80 ° C
Pressure Drop at the Burners:	
( maximum )	100 mm WC
Typical Flare Gas Composition:	Mole %
Methane	90.6
Ethane	3.61
Propane	1.61
i- Butane	0.30
n-Butane	0.42
i-Pentane	0.03
n-Pentane	0.7
n-Nonane	0.0
CO2	0.74
H2O	0.05
N2	1.13
n-Hexane	0.72
n-Heptane	0.08
n-Octane	0.01
n-Decane	0.0

#### **Available utilities**

#### Fuel Gas

Temperature at Package B/L 45 °C

Pressure (normal) 3.0 kg/cm2

LHV 11000 kcal/kg

Dew Point 25 °C

**Instrument Air** 

Supply temperature (Min / Max) 40 °C / 50 °C

Supply Pressure 5.0 – 8.5 Kg/cm2 g

Dew point -40 °C at 1 ATM.

## Effluent system

The water from various Slug Catchers, LP separators, KODs, Filter Separators, Storage Tanks etc. are received in Raw Effluent Tank. The oily wastewater is pumped to the Effluent Treatment Package for treatment. After treatment the treated effluent is stored in treated effluent tank for injection to water disposal/injection wells. The provision has also been kept to pump the waste water to the nearest OCS for treatment and disposal by OIL. Provision is also made to load this effluent in tanker for further transport by OIL to nearest OCS/ETP.

The effluent Treatment unit at CGGS includes:

- 1. Effluent Feed Pump
- 2. Corrugated Plate Interceptor (CPI)
- 3. Induced Gas Floatation (IGF)
- 4. Multi Media Filter (MMF)/VSEP/NF/RO
- 5. Micro Filtration System (Cartridge filter)

#### E-TENDER NO. CDO6415P18

- 6. Chemical Dosing Facilities
- 7. Sludge Drying Bed
- 8. Slop oil handling
- 9. All related piping within the skid
- 10. Complete instrumentation and control

ETP Package includes all the laboratory equipments/apparatus required for testing of effluent parameters such as the presence of scale promoting ions (calcium, barium, iron, carbonate, sulphate, sulphide, and oxides). The laboratory facilities also include corrosion monitoring by simulating the corrosive environment. ETP Package is provided with auto recycling arrangement to ensure treated effluent quality as per the requirement. The recycling arrangement consists of an online ODMS (Oil Discharge Monitoring System) that is to measure the oil content in water (in ppm levels) and Motor Operated Valves to carry out the auto circulation in case of high oil in water content. ETP Package is provided with field corrosion monitoring devices such as ER (electrical resistance monitoring), LPR (linear polarization resistance monitoring) etc.

## Inlet effluent quality

Design Capacity : 10 m3/h

Free Oil : 1000 ppm

Emulsified Oil : 1000 ppm

Total Oil Content : 2000 ppm

Total Suspended Solids : 400 ppm

## Source effluent

Design Capacity : 10 m3/h

Source : Slug catcher, two phase KOD etc

#### Treated effluent quality

Total Oil Content: 10 ppm (max)

Total Suspended Solid: 5 ppm (max)

Particle Size: 5 micron (max)

Oxygen Content: 20 ppb (max)

Turbidity: < 10 NTU

Silica: < 10 ppm

Iron: 0.2 ppm

## Chemical injection in treated effluent

a) Oxygen Scavenger : 50 ppm (100 lph)

b) Corrosion Inhibitor : 50 ppm (100 lph)

c) Anti-Scalant : 50 ppm (100 lph)

d Bactericide : 10 ppm e Dosing Tank Capacity : 7 days.

Treated effluent quality is to be suitable for injection to water injection well or disposal well.

## **Process description**

Produced water separated out in slug catchers, two phase KODs etc.is received in a raw effluent tank. The oily effluent from this tank is pumped to Corrugated Plate Interceptor (CPI) for separation of free oil. From CPI the effluent flows to Induced Gas floatation (IGF) by gravity for separation of emulsified oil. From IGF the oil and suspended solid free effluent is pumped to Multi Media Filter (MMF) for removal of residual oil and suspended solids and then finally to cartridge filter for final polishing. The treated effluent is stored in a treated effluent tank. Treated effluent is dosed (within the ETP package) with oxygen scavenger, corrosion inhibitor, anti-scalant and bactericide, before it is stored in treated effluent tank. Dosing tanks and pumps are provided for dosing of chemicals in the treated effluent. Treated effluent shall be suitable for injection to water injection well or to disposal well.

Oil separated out from effluent water tank CPI and IGF is collected in a oil tank and pumped back to CBD Vessel. Sludge drained out from CPI and IGF is taken to a sludge drying bed for its dewatering.

#### Instrument air system

Instrument air requirement of the CGGS is met by a Instrument Air Package, which includes Instrument Air Compressor, Water Separator, Surge Vessel, Air Pre-filter, Instrument Air Dryer and Air After-filter. The instrument air from the dryer package is received in Instrument Air Receivers (V-1031A/B) and then sent to instrument air header.

The Package unit includes:

- i) Inlet air filters.
- ii) Air Compressors (Make Atlas Copco ZT45)-02 Nos.
- iii) Compressor After cooler
- iv) Water Separator
- v) Surge Vessel
- vi) Air Pre-filter
- vii) Heatless Dryer
- viii) Instrument Air Filter
- ix) Local Control panel and complete instrumentation within the package

Capacity of each of the Instrument Air Package is of 390 Nm3/hr. The Package is skid mounted for ease of relocation if required. In addition, 01(one) no. diesel engine driven portable air compressor is also available at the installation to meet any emergency situation.

The Instrument air and unit is provided with a local control panel, which is housed in control room.

# Dry instrument air specification

**Design Flow rate** : 390 Nm3/hr.

Design Pressure : 12 kg/cm2 g

Design Temp. (Min /Max) : 7 / 70 Deg C

Operating Pressure : 8.5 kg/cm2 g

Operating Temp (Min /Max) : 30 / 50 Deg C

Water Dew point : -40 Deg C at 1 Atm

Solid Particles : 99.9% > 1 micron removed

Air Quality : Oil Free

Instrument air having a dew point of -40°C at atmospheric pressure is required for pneumatic actuation of instrumentation control valves, shut down valves, blow down valves etc. Two air compressors (one operating, one stand by) of adequate capacity & one portable air compressor of same capacity are provided to compress the atmospheric air to 9 Kg/cm2 pressure. The compressed air is then further passed through Instrument air drying unit (Desiccant type) so as to obtain the dry air required to meet the instrument air requirement. In case of power failure the air receiver that acts as the surge vessel, supplies air up to 5 Kg/cm2 to the air drying unit. The compressed air first passes through air pre filter (Filter coalescer) designed to remove water/particulates > 1 micron with a maximum pressure drop of 0.5 kg/cm2. The instrument air dryer is of twin tower adsorption dryers with one tower online and one tower regenerating.

The dryers operates on cyclic automatic regeneration, with a side stream of the dry air generated by the online dryer being used as regeneration stream. Moisture analyzer continuously sample and monitor the moisture content and determine the Dew point of dry air. The package is provided with a portable air compressor (in addition to the two compressors) with provision to line up, and is of skid mounted for relocation and diesel engine driven. The package is skid mounted complete with all associated instruments and inter connected piping.

# Closed blowdown system

Pure oil drains from slug catchers, Two phase separators, Flare KODs and other process equipments stored in underground Closed Blowdown Vessel. The stored oil is slowly pumped to Condensate Flash Vessel.

#### Oily water sewer system

Oily water drains from process equipments, process curbed areas, and leakages from pumps etc. are routed to OWS Drain Pit for gravity separation of free oil and water. The water free from bulk of the oil is pumped to Effluent Tank and the skimmed oil is pumped to underground CBD Vessel for recycling back to inlet of Condensate Flash Vessel.

#### Firefighting system

Fire protection systems consists of fire water reservoir, fire pump room, fire water piping with all fittings, valves & supports, Safety shower & eyewash etc. Firewater distribution ring main is sized for 120% of the design water rate. Design and providing fire water system for a minimum residual pressure of 7kg/cm2 at the hydraulically remotest point of application at the designed flow rate around the facility. Hydrant and monitors are located along roadside at appropriate distance from storage or equipment to be protected. Double-headed hydrants with two separate landing valves on 100 mm stand post is provided with outlet situate 1.2 mtrs. above ground level. Connection for fixed water monitors is provided with independent isolation valves.

**Hose pipes/branch pipe/nozzles** Adequate nos. of hoses (Type B) of 63 mm diameter as per IS Standard is provided at least at the rate of two lengths (15m each) per hose box. All coupling of hose pipe is of instantaneous spring-lock type and nozzle is not less than 16mm. All coupling branch pipes and nozzles is of gunmetal or stainless steel and comply with IS: 903. Number of hose, branch pipes and nozzles is as per the requirement of TAC.

Mobile Foam System is of one no. of portable (trailer) foam monitor is provided for pool fire anywhere in the facility. The system is able to throw water also as the need arises for fighting fire or exposure protection.

Fixed foam system of semi-automatic type is provided along with alternate provision for injecting foam with fire tender, for FGS Condensate Test Tanks and Condensate Storage Tank in CGGS. Foam compound storage tank dedicated to the fixed foam system is of SS material having capacity of 2 (two) KL. In addition to the fixed foam system, FGS Condensate Test tanks and Condensate Storage Tank in CGGS is also protected with medium velocity fixed water spray system and water monitor coverage.

Diesel engine driven fire water pumps (1 working + 1 standby) is provided in CGGS and is of 410 m3/hr capacity and the connected firewater storage tank's capacity is approximately 850 m3 based on minimum 2 hours' aggregate pumping capacity. This satisfies the firewater requirement for CGGS as laid down in OISD-STD-189 and TAC for High Hazard (A) occupancy. Firewater pumps are of TAC/BIS approved type.

**Jockey pumps** 1 working (Electric Motor Driven centrifugal pump) + 1 Standby (Electric Motor centrifugal pump) is of capacity 12.3 Cum/hr (3% of designed fire water rate) at network pressure not less than 7 kg/cm2.

Well ventilated pump room is (meeting the requirement of TAC) to house pumps and electric/instrument panels. It offers minimum obstruction to the convenient handling and hoisting of equipment therein. The pump room has provision for lifting, lowering and handling of firewater pumps, diesel engine, etc. placed therein.

Fire extinguishers are of suitable types and capacities is provided strategically and fixed on hangers in all buildings and hazardous areas; and near electrical installations, or any other hazardous locations. Types, capacities and distribution of these fire extinguishers conform to the requirements of OMR-84, OISD-189, TAC, NFPA, IS-2190. etc. Hose pipes and nozzle is installed near each hydrant in glass fronted hose boxes of suitable design as per relevant standard.

Appropriate facility (15' x 10' approximately) is provided for storage of foam jerry cans/drums, additional fire hoses & other firefighting appliances and parking of portable (trailer) monitor, adjacent to the firewater pump house of each station.

## Fuel gas heater

The fuel gas heater comprise of electric circulation heaters, control panels, pressure relief valves, vessel drain/purge valves. Isolation valves and other required interconnections. The signals from instruments within the package are terminated on Junction Box provided by the package vendor. Treatment Package is Skid Mounted. The typical components of FUEL GAS HEATER PACKAGE are coils, radiation control/management system, three way control valve at feed inlet to control the outlet temperature etc. The system is kept stand by at present.

#### **Process description**

The fuel gas (Natural gas) at 5.0 kg/cm2g pressure and 20deg C temperature is first filtered in a fuel gas filter (not in scope of this package) to remove liquid particles and suspended particulate matter. The filtered fuel gas is then preheated from 20deg C to 45deg C in the fuel gas heater, before being supplied to burners. The fuel gas electric heater is skid mounted compact design

#### Design data

	INLET	OUTLET
Fuel gas (Nm3/hr)	200	200
Temperature deg C	20	45
Pressure kg/cm2 g	5.0	-

## Inlet of fuel gas electric heater

Properties	values
Fuel gas flow	200
(Nm3/hr)	
Density (Kg/m3)	5.0
Molecular Weight	18.5
Specific Heat	2.5
(KJ/kg-C)	
Cp / Cv	1.381
Z Factor	0.9296
Viscosity cP	0.012

#### Slug catcher-BAGHJAN TRAIN

The Slug Catcher is of finger type and consists of several modules; inletdistribution manifold, separation bottles, gas outlet header and liquid collection. The signals from instruments within the package are terminated on Junction Box provided by the package vendor.

### **Unit description**

The typical components of Finger Type Slug Catcher are inlet distribution manifold, separation bottles, gas outlet header and liquid collection headers, junction box terminal for pressure signal.

## **Process Description**

Feed (gas/liquid stream) is received into the Slug Catcher at CGGS- Madhuban through a 16" line from FGS-Baghjan. The inlet distribution header takes the incoming gas/liquid stream, slows it down, and split it into several smaller streams to allow uniform flow into the separation bottles.

In separation bottles majority of the gas/liquid separation is achieved. The gas separated is continuously displaced from the separation bottles, through gas risers to the gas outlet header. Gas outlet header is provided to collect separate gases from different separation bottles through individual risers, and continuously delivers the gas into the downstream system. Liquid collection headers hold the liquid at line pressure and number and length of these collection headers depends on storage requirements.

## Design data

Inlet line size: 16"
Inlet line length: 42 kms
Estimated Slug Volume: 425 m<sup>3</sup>

Flow Rate: Gas 1.5 MMSCMD

HC Liquid 300 klpd

Water 20 klpd

Pressure: Operating 17 barg

Design 47 barg

Temperature: 27 °C

Molecular weight of gas: 18.9

Density of HC Liquid: 800 kg/m³

## **Design specification**

	Inlet	Finger	Gas risers	Gas	Liquid
	distribution			outlet	collection
	header			header	header
Nos.	2	8	8	1	2
Size (inch)	48	48	16	10	48
Length (mm)	-	65000	2000	-	-

## **Slug catcher - CHABUA TRAIN**

The Slug Catcher is of Vessel type and is provided with the internals (half open pipe, inlet

calming baffles, outlet wire mesh etc.). The signals from instruments within the package are terminated on Junction Box provided by the package vendor. The Unit is designed and constructed in order to guarantee maximum operating reliability and the operating flexibility without any effect on the quality and capacity of the products.

## Unit description

The unit consists of a horizontal vessel along with its control. The estimated slug volume in the Chabua train is 110m3.

## **Process description**

Feed (gas/liquid stream) is received into the Slug Catcher which is 3 phase separator at CGGS Madhuban through a 16" line from FGS-Chabua.

#### Design data

Inlet line size: 16"
Inlet line length: 27 kms
Estimated Slug Volume: 110 m<sup>3</sup>

Flow Rate: Gas 1.5 MMSCMD

HC Liquid 200 klpd

Water 20 klpd
Pressure: Operating 17 barg

Design 47 barg

Temperature: 27 °C

Molecular weight of gas: 18.9

Density of HC Liquid: 800 kg/m³

# Design specification

Length of the Vessel (mm) : 15200

Diameter of the Vessel (mm) : 3800

Gas inlet nozzle (inch) : 16

Gas outlet nozzle (inch) : 16

Liquid inlet nozzle (inch) : 3

#### <u>Instrumentation control systems</u>

Foundation Field bus technology is used for network communication for control and instrumentation systems. The main components of the instrument and control system which can affect the overall efficiency and optimal functioning of the plant are DCS, PLC, Metering, F & G system, Field transmitters, Control valves, Shutdown valves, Gas Chromatograph. The emergency shutdown system is based on PLC which is SIL3 certified.

## **Objectives**

The Automation, Control and Instrumentation requirements are:

- i) Provenness of the selected technology
- ii) Operability
- iii) Reliability
- iv) Maintenance
- v) Un-compromised levels of protection of Health, Safety, Security and Environment. The automation system utilizes state of the art Foundation Field bus instrumentation for the control and monitoring of this plant.
- vi) All instruments are designed and manufactured for intrinsic safety for the applicable hazardous areas. Fieldbus network is designed based upon FISCO (Field bus Intrinsically Safe Concept) technology. Also High powered trunk concept is used with field barriers inside DGMS approved junction boxes, no live maintenance on trunk and surge protector in each trunk as well as both side of field barrier.
- vii) All field instruments are provided with lightning protection circuits and designed and manufactured to operate in 100% relative humidity environment.

Lightning & surge protection for field bus systems is considered. This issued to protect electronic circuits and equipment within the field bus system and the associated field bus trunk from high voltages and surge currents induced by lightning and other form of transients. Redundant field bus power system is used so that the system becomes "hot-swappable" meaning that individual power conditioning modules and input power supplies can be replaced without interrupting power or communication on the field bus segment.

## System description

The control and automation system for the plant is an integrated system comprising a DCS for plant control and a PLC for executing shutdown function, Dedicated Flow computers for custody transfer applications, an addressable fire alarm panel is also provided. This is a fully integrated control system which improves plant productivity and

safety. This system also provides inputs to SCADA. Modbus integration of the DCS with ESD PLC, Flare control DCS, Flow computers, Gas chromatograph is done. Facilities for on-line trending, Historical Trending, Reports, Alarms, Alarm History, event list etc. are provided.

The system has the following integrated core functions-

<u>Operations</u>: Various displays provide a consistent method for interacting with multiple applications. The displays are designed to provide an intelligent and focused presentation enabling rapid response. Optimal reaction requires real- time knowledge that an upset has occurred, or will occur. The system provides notification through its audible and visual alarm and event presentation. The system provides a complete set of O&M Contractor functions that include realistic process graphics with standard faceplates, superior trending capabilities, intelligent alarm and event handling and production reporting. Complete functionality simplifies and streamlines O&M Contractor interaction for more reliable control.

<u>Safety</u>: Safety of the plant is considered by using SIL certified PLC system for Emergency Shutdowns.

<u>Information Management</u>: Powerful information management software collects, stores, retrieves and presents historical process and business data to enhance the usefulness of data from all operations.

<u>Control and I/O</u>: Comprehensive suite of standards based hardware and software meets the needs of total plant control. Controllers are complimented with a full line of industrial I/O interfaces to meet all plant environments.

<u>Device management</u>: System integration of intelligent field devices via foundation fieldbus standards lowers lifecycle costs through significant cost savings in the design, implementation and operation of field equipment. The process control system is field bus compatible.

The system also includes a plasma display. For Emergency shutdown, a PLC based system is used. This is a fail-safe PLC with SIL 3 certification and is dual modular redundant.

## Technical details of DCS system

S1. No.	Material	UOM	Description	QTY	Part Number	Make
1	MD Plus Controller	Nos	MD Plus Controller Make:Emerson Model:VE3006 Local bus power supply: 5VDC,1.4A max	12	VE3006	Emerson
2	2 wide Power/Controll er Carrier	Nos	2 wide Power/Controller Carrier Make:Emerson Model:VE3051C0	12	VE3051 C0	Emerson

3	Enhance System Power Supply 24/12 v DC input	Nos	24/12 v DC System Power Supply Make:Emerson Model:VE5009	12	VE5009	Emerson
4	Analog Input Cards	Nos	Analog Input Cards: 8 Channels 4-20 mA; HART;Fused I/O Termination Block Make:Emerson Model:VE 4003S2B2	2	VE 4003S2B 2	Emerson
5	Discrete Input cards	Nos	Discrete Input cards: 8 Channels 24 v DC; Dry contact; I/O Termination Block Make:Emerson Model:VE4001S2T2B1	11	VE4001S 2T2B1	Emerson
6	Discrete Output cards	Nos	Discrete Output cards: 8 Channels 24 v DC; High Side; I/O Termination Block Make:Emerson Model:VE4002S1T2B1	9	VE4002S 1T2B1	Emerson
7	Simplex H1 Fieldbus I/O Interface cards	Nos	Simplex H1 Fieldbus I/O Interface cards and terminal block Model:VE4017PO	7	VE4017P O	Emerson
8	Redundant H1 Fieldbus Interface cards,	Nos	Redundant H1 Fieldbus Interface cards, Two wide termination block with 2 ports Make:Emerson Model:VE4037PO	29	VE4037P O	Emerson
9	Redundant serial Interface cards	Nos	Redundant serial Interface cards with 2 ports & Termination block Make:Emerson Model:Make:Emerson Model:VE4036P2	4	VE4036P 2	Emerson
	DeltaV Smart Switch	Nos	Smart 24 port Switch; each port is 10/100 Base Tx Copper RJ45; includes 2 RJ45 uplink ports and 2 slots for VE6050-Series Transceiver modules; European Power Cord	2		Emerson
10	8 wide I/O interface carrier with carrier shield bar	Nos	8 wide I/O interface carrier with carrier shield bar Make:Emerson Model:VE4050S2K1C0	24	VE4050S 2K1C0	Emerson
	Carrier Blank Cap	Nos	Model: VE6101	28	Carrier Blank Cap	Emerson

11	8 wide I/O interface carrier with Carrier Shield bar and Dual Enhanced Carrier Extension Cables	Nos	8 wide I/O interface carrier with Carrier Shield bar and Dual Enhanced Carrier Extension Cables Make: Emerson Model:VE4050E2CO	6	VE4050 E2CO	Emerson
12	Bulk Power Supply	Nos	Bulk Power Supply 12 VDC 20A Make - Phoenix (Emerson) Model No. QUINT- PS/1AC/12DC/20	6	QUINT- PS/1AC/ 12DC/2 0	Emerson
13	Bulk Power Supply	Nos	Bulk Power Supply 24 VDC 40A Make - Phoenix (Emerson) Model No. QUINT- PS/1AC/24DC/40	4	QUINT- PS/1AC/ 24DC/4 0	Emerson
14	Quint Diode	Nos	Make - Phoenix (Emerson) Model No QUINT- DIODE/40	5	QUINT- DIODE/ 40	Emerson
15	FISCO Power Supply	Nos	FISCO Power Supply (FF Accessories) Make - MTL (Emerson) Model 9122	71	9122	MTL
16	Surge Protection for Trunk Protection	Nos	Surge Protection for Trunk Protection (FF Accessories) Make - MTL (Emerson) Model - FP-32	71	FP-32	MTL
17	Redundant Logic Solver Module for DeltaV SIS	Nos	Redundant Logic Solver Module for DeltaV SIS Make:Emerson Model:VS3202	41	VS3202	Emerson
18	SISNet Terminator Assembly	Nos	SISNet Terminator Assembly Make:Emerson Model:VS6051	4	VS6051	Emerson
19	Redundant SISNet Repeater	Nos	Redundant SISNet Repeater Make:Emerson Model:VS6002	4	VS6002	Emerson
20	8 wide I/O interface carrier with Carrier Shield bar,Dual Enhanced Carrier Extender Cables, and Redundant SISNet coax cables	Nos	8 wide I/O interface carrier with Carrier Shield bar,Dual Enhanced Carrier Extender Cables, and Redundant SISNet coax cables Make:Emerson Model:VE4050E2C2	10	VE4050 E2C2	Emerson

21	Relays	Nos	SIS Relay for DI 5A,250VAC Paramount Coil-24VDC 640ohm Make:Emerson Model:VS6907	190	VS6907	Emerson
22	Relays	Nos	SIS Relay for D0 5A,250VAC Paramount Coil-24VDC 640ohm Make:Emerson Model:VS6907	177	VS6907	Emerson
23	Barrier	Nos	Analog I/P Barrier Make:STAHL (Emerson) Model:9160/13-10-11	111	9160/13 -10-11	STAHL
24	Barrier	Nos	Digital I/P Barrier Make:STAHL Model:9170/10-14-12	216	9170/10 -14-12	STAHL

# Technical details of field instrumentationitems at CGGS

Instr	Instrumentation items list (CGGS - MADHUBAN)						
SL NO	ITEM	UOM	TOTAL QTY	MAKE	RANGE		
1	Temperature Transmitter (HART)	Nos	36	Emerson (Rosemount)	0 – 100 deg C		
2	Temperature	Nos	10	Emerson (Rosemount)	0 – 100 deg C		
	Transmitter (FF)	Nos	48	Honeywell	0 – 400 deg C		
3	Pressure Transmitter (FF & HART)	Nos	124	Emerson (Rosemount)	Max Range:0 – 50 kg/sqcm		
4	Differential Pressure Transmitter (FF)	Nos	10	Emerson (Rosemount)	0 – 1 kg/sq cm		
5	Flow Transmitter DP-TYPE (FF)	Nos	8	Rosemount (Emerson)	Max range 0 - 60000 cubic mtr/ hr		
6	Level Transmitter DISPLACER TYPE (HART & FF)	Nos	2	Chemtrol	Max range 0 – 2400 mm		
7	Servo opreated internal displacer type level transmitter (HART)	Nos	3	Endress + Hauser	Max range 0 – 2450 mm		

8	Level Transmitter DP-TYPE (FF & HART)	Nos	30	Emerson	
9	Level Transmitter (GWR TYPE) ,(HART & FF)	Nos	24	Magnetrol	
10	Interface Level Transmitter GWR TYPE,(FF)	Nos	8	Emerson	
11	Level Transmitter FMCW TYPE,(FF)	Nos	3	Emerson	Max range: 0 – 8600 mm
12	Thermocouples (K type)	Nos	48	Altop Industries	Max temp 1200 deg C
13	Ultrasonic Flowmeter	Nos	36	Daniel	-
14	Coriolis mass flow meter	Nos	2	Micromotion (Emerson)	-
15	Flare flow meter (Ultrasonic type)	Nos	1	Sick GMBH	-
16	Dew Transmitter	Nos	3	Alpha moisutre systems (Emerson)	-
17	Magnetic flowmeter	Nos	2	Emerson	
18	Pressure Indicator	Nos	77	GIC	Max Range 0 – 40 kg/sq cm
19	Temperature Indicator	Nos	36	GIC	Range 0- 100 deg c
20	Temperature Element	Nos	42	Altop Industries	
21	Flow Element (Orifice type)	Nos	11	-	
22	Level Indicator	Nos	61	-	
23	Self-actuated control valve	Nos	4	Fisher	

24	Level Control Valve	Nos	18	Fisher	
25	SOV for SDV,BDV & ROV	Nos	72	Rotex& ASCO	
26	Limit Switches for SDV,BDV &ROV	Nos	72	P&F	
27	AFR for SDV,BDV &ROV	Nos	72	Norgren/SN	Max 0- 10 kg/sq cm
28	AFR for Control Valve	Nos	65	Norgren/SN	Max 0- 10 kg/sq cm
29	Positioners for Control Valve	Nos	65	Fisher & Dresser	
30	AFR for Control Valve	Nos	65	Fisher & Dresser	
31	Remote ON/OFF Valve	Nos	6	Intervalve India	
32	SOV for flare burners	Nos	48	Rotex	
33	DCS/ESD System	Nos	12	Emerson	
34	PDC	Nos	1	Emerson	
35	CCTV System	Nos	1	-	
36	Gas Chromatograph analyser	Nos	4	Daniel	
37	Metering panel	Nos	3	Daniel	
38	Infrared Flame detectors	Nos	18	Spectrex	
39	Hydrocarbon Gas Detector	Nos	28	Crowcon	
40	Open Path Gas Detector (Transmitter/Receiv er)	Nos	3	Spectrex	
41	Fire Alarm system	Set	1	Тусо	

42	Air Compressor	Nos	2	Atlascopco	
43	Diesel operated air compressor	No	1	Kirloskar	

# Power supply

# In plant Power Supply

It is arranged through in plant generator set using Gas as fuel; this power is used for all the loads. In plant power supply is by suitably designed Gas engine driven Generator set (make "Caterpillar") with 100% backup i.e. 1W+1S. The Generator Set consists of an engine, a generator, and a control system with Auto Mains Failure (AMF) panel with paralleling facility and all other necessary accessories at CGGS Madhuban. All the generators have 20% spare capacity for future loads over & above the present load requirement.

# CRITICAL POWER (UPS for Madhuban, Chabua)

It is arranged through uninterrupted power supply system which is designed for the following type of loads, at least for 12 hrs whenever GG power is not available. The critical loads shall be of following types: - Critical instrumentation loads/ controls - Critical security system loads - Critical communication loads - Plant shut down loads - Critical Lighting loads Critical loads are those, which require continuous power without momentary interruption.

#### **EMERGENCY POWER (DG Set for Madhuban)**

It is arranged through suitably designed DG Set. Emergency power shall feed the following type of loads whenever power from gas driven generators is not available. The emergency loads shall be of following types: - UPS load - Lighting transformer for hazardous area - Fire Water System - Any other load considered essential Emergency loads are those, which require power when gas generators are not available for safety reasons.

#### BLACK START/EMERGENCY POWER (DG Set for Chabua)

It is arranged through suitably designed DG Set. Black Start power shall feed the following loads to prepare gas (fuel) required for GG set. The Black Start loads shall be of following types: - Instrument air system - Water treatment system (for fire fighting system) - Heater load (for gas heater) - Lighting - UPS - Any other load considered essential.

#### LV Generator (with Gas fuel) for CGGS Madhuban

A. Number of generator: 2 Nos. (1W+1S)

B. Generator rating/Voltage/Power factor: 906kVA/ 415V/ 0.8

C. Starting: Battery (AMF Type)D. Paralleling Facility: Available

# LV Generator (with Diesel fuel for critical load)) for CGGS Madhuban

A. Number of generator: 1 No.

B. Generator rating/Voltage/Power factor: 200 kVA/ 415V/ 0.8

C. Starting: Battery

D. Paralleling Facility: Not Required

# Technical details of gas engine driven genset

Engine		Alternator	
Gas Engine Model No. G3512		Make/Model	Caterpillar/SR4
906 KVA/725 KW	ii)	kVA	906
	iii)	Rated FL Current(Amps)	1308
	iv)	PF	0.80
	v)	Phase/Frequency	3Phase/50hz
	vi)	RPM	1500
	vii)	Rated Voltage	400 Volt AC
	viii)	Insulation	Class H
	ix)	Excitation	33 Volts, 7.2 Ampere
	x)	Rectifier Bridge Type	6 wire, delta, parallel
	xi)	Harmonics Content	

# **Technical details of DG Set**

Engine		Alternator	
Greaves Cotton	i)	Make	Stamford
Ltd(United Machinery			
and appliances)			
Model:GW200			
200 KVA/160 KW	ii)	kVA	200
	iii)	Rated FL Current(Amps)	270.2
	iv)	PF	0.80
	v)	Phase/Frequency	3Phase/50hz
	vi)	RPM	1500
	vii)	Rated Voltage	415 Volt AC
	viii)	Insulation	Class H
	ix)	Excitation	58 Volts, 2.3 Ampere
	x)	Rectifier Bridge Type	S. Star
	xi)	Harmonics Content	

# **Utilization voltage**

A. Generator neutral	Resistance earthed with generator NGR
	and neutral contactor
B. MV distribution system	Three phase three wire (as generator is
	resistance grounded)
C. MV motor voltage	415 VAC, 3 phase, 50 Hz
D. Mechanical transfer at MV (at PCC level)	Yes
two incomers with interlock	
E. Motor rated below 0.18 kW	240 VAC, 1 ph
F. UPS system in incoming power supply	415 VAC, 3 phase, 50 Hz
G. Power panels and auxiliary service boards	240 VAC, 3 phase, 3 wire, 50 Hz

incoming power supply	
H. Welding receptacles	415 VAC, 3 phase, 50 Hz
I. Bulk load like process heaters etc.	415 VAC, 3 phase, 50 Hz
J. Lighting for non-hazardous area	240 V AC, 3 phase, 50 Hz through
	415/240 VAC lighting transformer with
	NGR
K. Convenience outlets for non-hazardous	240 V AC, 3 phase, 50 Hz through
areas	415/240 VAC lighting transformer with
	NGR
L. Lighting for hazardous area	240 V AC, 3 phase, 50 Hz through
	415/240 VAC lighting transformer with
	NGR
M. Convenience outlets for hazardous areas	240 V AC, 3 phase, 50 Hz through
	415/240 VAC lighting transformer with
	NGR
N. Motor operated valves	415 VAC, 3 phase
O. UPS output voltage	230 VAC, 1 phase
P. Normal instrumentation power supply	230 V +/- 5%, 50 Hz +/- 2% AC

# Voltage and frequency variation

#### AC SYSTEM

The following maximum variations from its nominal value shall be considered for equipment:

Voltage - 415V <u>+</u>5 % Frequency - 50Hz <u>+</u>5 %

The following maximum variations shall be considered:-

For electrical control circuit <u>+5</u>%

# System neutral earthing

Neutral of the GG sets are grounded with neutral grounding resistor (NGR) and neutral contactor in the respective circuits.

# Control of electrical system

All circuit breaker are controlled locally i.e. from respective switchboard/panel. No remote control is used for circuit breakers. No auto-changeover/bus transfer Scheme is used for incomer breakers.

Motors are controlled from field as well as from a remote distribution control system (DCS), located in Control Room. Local push button stations are provided in field near each motor. Control from DCS is as follows:

- i) Start command from DCS
- ii) Stop command from DCS
- iii) Feedback Available to DCS
- iv) Feedback Run to DCS
- iv) Feedback Trip on Fault to DCS
- v) Permissive interlocks as required from DCS
- vi) Selection of Local/Remote control from DCS

For wiring of motor starter interface with DCS, a marshalling section is provided with PCC/MCC, where wiring from all starters is terminated. The marshalling cabinet consists of aux. relays with coil rated for 24 V DC output to be generated by DCS for motor Start/Stop and Local/Remote selection. All the signals are hard wired from DCS to marshalling cabinet from where the signals are internally hardwired to respective MCC modules. For status feedback of motors to DCS the signals of motor starter status is hard wired upto marshalling cabinet and converted to signals suitable for transmitting to DCS/PLC through serial link

#### Generator

Power generators form a complete package consisting of engine, alternator panel, control panel etc. Generator is designed to have allowable voltage dip when largest motor of the system is started with all other loads are ON. Unless otherwise specified the excitation system is brushless type. The generators have automatic voltage regulators. Proper instrumentation is provided for monitoring all parameters. Necessary alarm/annunciation is provided for abnormal condition.

The generators have protection against short circuit, earth faults, overloads, field failure, prime mover failure & earth leakage etc. Stator ends are brought out to terminal box mounted externally. The terminal boxes have sufficient space to receive the specified size of cables. Rotating rectifier diodes is located in easily accessible location to have ease of maintenance.

Breaker in generator control panel is closed on to load only after the requisite voltage builds up. Two generators (1W+1S) are provided; hence they are suitable for auto mains failure. Provision of paralleling is also provided

#### **UPS**

Static Uninterrupted Power Supply (UPS) system comprises of the following major equipment:

- Rectifier/charger
- Batteries
- Static inverter
- Electronic static switch and regulated transformer(where specified) in bypass circuit.
- Manual maintenance bypass switch.
- Metering + protection equipment and annunciation, synchronizing equipment & all logic's.
- Outgoing feeders/Distribution boards as specified elsewhere.

The UPS system is an integrated system comprising static rectifiers, battery, static inverters, static switches, manual by pass switch, AC distribution board, voltage stabilizer in by pass, isolating and protection devices and all other equipment/accessories required for completeness of the system. The UPS system shall be suitable to feed all loads connected to output which are primarily instruments, DCS, computers, disc drives and other SMPS equipment leading to high crest factor of the load. The UPS system is based on latest generation technology having proven performance of satisfactory operation for similar applications. The inverter is static PWM, IGBT type. All components is capable of withstanding the thermal and dynamic stresses resulting from internal and external short circuits and circuit switching operations etc. The design of

the UPS is such as to minimize the risk of short circuits and ensure personal and operational safety.

#### A.C. Distribution Board

AC distribution board is floor mounted, fixed type with compartmentalized construction, having horizontal and vertical bus-bars. All bus bars are PVC sleeved. Vertical cable alley is provided for the termination of outgoing cables. Suitable supports are provided for supporting incoming and outgoing cables. All outgoing switches are air insulated load break type. Fuses on outgoing feeders are fast acting semiconductor type / HRC type (as required based on type of load) and cable entry is from bottom. The entire system is provided with alarm control, indication and annunciation instruments are provided. The gland plate of the distribution board is non-magnetic type.

## Fire alarm system& Gas detectors

Online fire alarm system covers all the plant buildings, process area, utility area, storage areas, etc. Similarly, online gas detectors are also provided in the plant area for detection of gas leakages in the plant area. The configuration for the above systems are based on as per statutory/regulatory requirements.

# **CCTV System**

CCTV System complete with camera(s) & monitor(s) is provided in CGGS & OTP, Duliajan to monitor process area, utility area, storage areas etc

The above descriptions of processes/equipments are not complete and are meant to give overall information about the plant. It is advised the O&M Contractor to visit the plant for detailed information before submitting bid.

# Control room, office building

CGGS is having a state of the art control room & operator building along with Electrical, Battery room and office rooms, conference hall, kitchens, toiletsetc. with centralized AC & individual room wise AC system.

# Shift workers cabin - 1 No

A shift workers' cabin has been constructed for the rest & shelter for workers engaged in the plant. Attached toilet facility is also available with the cabin.

# Security control room with security barracks and watch towers:

The station is manned by security personnel round the clock on 24x7 basis. Separate security barrack is available within the installation.

There are 4(four) security watch towers for monitoring the security of the installation along the boundary walls. Security watch towers are manned round the clock on  $24 \times 7$  basis.

#### Roads and drains

RCC road to the plant, access to other facilities of the plant and around the process area has been constructed in CGGS Madhuban. Also drain on both sides of the road has been constructed for draining out the rain water from the plant.

#### Boundary wall & periphery roads

CGGS Madhuban premise is encircled with 3.66m high boundary wall with two nos. of entrance gate along with periphery patrolling road along with emergency exit gates.

# Green belts, open areas, ground water reservoirs & ponds for environmental protection & conservation of natural resources

The plant area is surrounded by green belt areas and different varieties of trees are planted along the boundary wall of the main plant. In addition there are 2(two) no. of ponds available around the flare pit area for fishery purpose.

2(two) ground water reservoirs are also constructed inside the plant premise for harvesting rain water.

Open areas and road sides are used for gardening purpose

#### 1.03 General description of FGSChabua

### Site location, area & periphery

The FGS Chabua is constructed at Chabua at a distance of around 6 km from Chabua Town, in Dibrugarh district of Assam, under Hugrijan Mining lease. Total area of FGS Chabua is **around 2.7hectares** and same is protected by a 12 feet high boundary wall. The periphery of the entire FGS is around 650 m and flare pit periphery is around 340m.

#### **Technical Details:**

Design Capacity : 1.25 MMSCMD

Turndown : 20% No. of Wells : 10 nos

Shut-in well condition : Shut-in pr. 320 7-20Ksc, Tempr. 7-20°C

Capacity of Wells:

Well no.	Normal flow rate	Designed flow	Min. Operating	Max. operating
		rate	pressure	pressure
Well-1	0.13 MMSCMD	0.30 MMSCMD	100 Ksc	210 Ksc
Well-2	0.13 MMSCMD	0.30 MMSCMD	100 Ksc	210 Ksc
Well-3	0.13 MMSCMD	0.30 MMSCMD	100 Ksc	210 Ksc
Well-4	0.13 MMSCMD	0.30 MMSCMD	100 Ksc	210 Ksc
Well-5	0.13 MMSCMD	0.30 MMSCMD	100 Ksc	210 Ksc
Well-6	0.13 MMSCMD	0.30 MMSCMD	100 Ksc	210 Ksc
Well-7	0.13 MMSCMD	0.30 MMSCMD	100 Ksc	210 Ksc
Well-8	0.13 MMSCMD	0.30 MMSCMD	100 Ksc	210 Ksc

### E-TENDER NO. CDO6415P18

Well-9	0.13 MMSCMD	0.30 MMSCMD	100 Ksc	210 Ksc
Well-10	0.13 MMSCMD	0.30 MMSCMD	100 Ksc	210 Ksc

Nos of Indirect water Bath heaters : 05 Nos,

Capacity of Inlet Manifolds

a) Test Manifold : 0.50 MMSCMD b) Lean Gas Manifold : 1.25 MMSCMD c) Rich Gas Manifold : 1.25 MMSCMD

Capacity of Separators

a) Test Separator
b) Production Separator, Lean
c) Production Separator, Rich
c) 0.50 MMSCMD
d) 0.75 MMSCMD
e) 0.50 MMSCMD

Capacity of Flares : 1.25 MMSCMD at a separator

No. of Stream days per Year : 365 Days

Designed liquid separation capacity : 200 KLPD

Designedwaterseparation capacity : 100 KLPD

Pigging Facility : 16"OD pig launching system with 10"NB inter-

connection line from Hatiali, Chabua areas.

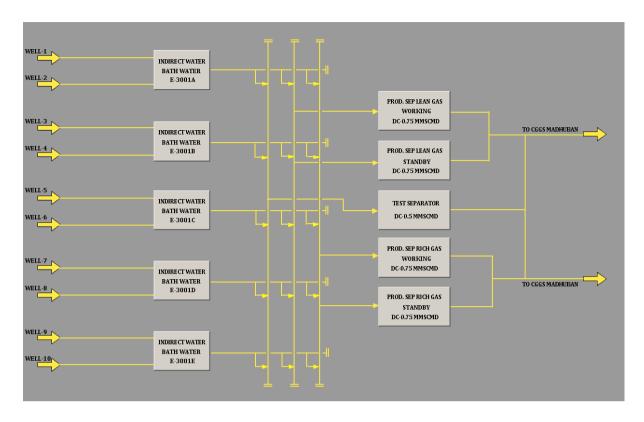
Drain line to COD/QPS : 2 (two) nos. of 4"NB drain lines, one connected

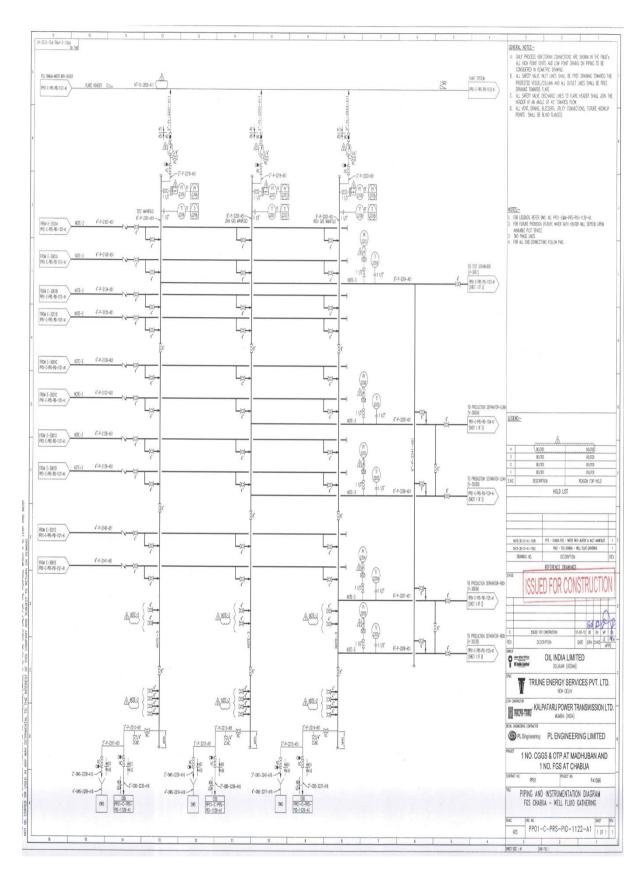
with COD line & another with QPS Chabua.

#### **Process description**

Field Gathering Station at Chabua is constructed to gather well fluids from 10 nos. of wells. 5 Nos. of Indirect Bath Heaters (E-3001 A/B/C/D/E) are installed, each catering to 2nos. of wells. The well fluid is heated from 7°C to 70°C in the first compartment of bath heater and then pressure reduction to 30 kg/cm²g is effected through choke valve. In the second compartment the fluid is again heated to 40°C. Bath heaters are skid mounted for ease in relocation. Three inlet manifolds are provided, namely Test manifold, Lean gas manifold and Rich gas manifold. Each well can be connected to any of the three manifolds. All the three manifolds are designed on modular concept (for easy relocation) and one module of a manifold cater to 4nos. of wells. Test manifold is designed for 0.5 MMSCMD capacity and Lean & Rich Gas manifolds each are designed for 1.25 MMSCMD capacity.

Gas flow block diagram and P&ID for well fluid is given below:





All the separators are skid mounted for easy relocation. 1 No. of horizontal 3-phase separator of 0.5 MMSCMD capacity is provided to test individual wells, Mass Flow Meters/Ultrasonic flowmeter are provided for accurate measurement of condensate and water/Gas during detailed well testing. To cross check the quantities of condensate and water separated in the test separator during detailed well testing, Condensate Gauge Tank and Water Gauge Tank are provided for accurate measurement of the fluids. Ultrasonic type flow meter is provided to measure the gas flow from the separator.

2 Nos. (1W + 1S) Production Separators for lean gas and 2 Nos. (1W + 1S) Production Separators for rich gas are provided. Gas when produced is sent to CGGS Madhuban. Separated water shall be sent to ETP for treatment and disposal.

The flare system shall receive PSV discharges, blowdowns and other venting from equipment and inlet manifold in a Flare KOD and then goes to Ground Flare System. The Flare KOD also receives recovered oil from CBD and OWS system. The collected oil from Flare KOD is recycled back to inlet of Production Separator with the help of Oil Recycle Pump. The Ground Flare Package is designed for 1.25 MMSCMD and it includes a PLC based burner management system etc.

### **Test And Production Separator**

All the separators are skid mounted for easy relocation. 1 No. of horizontal3-phase separator of 0.5 MMSCMD capacity is provided to test individual wells. Mass Flow Meters are provided for accurate measurement of condensate and water. To cross check the quantities of condensate and water separated in the test separator, atmospheric Gauge Tank Package is provided for accurate measurement of the fluids. Ultrasonic type flow meter is provided to measure the gas flow from the separator.

2 Nos. (1W + 1S) Production Separators for lean gas and 2 Nos. (1W+ 1S) Production Separators for rich gas are provided.

## **Water System**

Raw water is drawn from deep tube well by Raw Water Pump of 50m3/hr capacity. The raw water is treated in a Water Treatment Package unit, which includes Pressure Sand Filters, Activated Carbon Filters and Chlorination Unit. The filtered water is stored in overhead Process Water Tank and from there goes to distribution. The chlorinated filtered water is stored in overhead Potable Water Tank-I and Potable Water Tank-II and from there goes to distribution. The raw water from Raw Water Pump discharge header is stored for cleaning, hose station and fire-fighting purposes.

#### **Fuel Gas System**

The fuel gas header receives gas from Production separator outlets. The gas is filtered in Gas Filters There is a facility to heat the filtered gas in an electric heater upto 45 degC.

#### Flare System

The flare system shall receive PSV discharges, blowdowns and other venting from equipment and inlet manifolds. Condensates due to any of the two-phase discharges are collected in a Flare KOD. Condensates from flare KOD is routed to underground CBD vessel and the gas then goes to Ground Flare System. The Ground Flare Package is designed for 1.25 MMSCMD and it includes a PLC based burner arrangement system etc.

#### **Effluent System**

The water separated out in test and production separators are received in Raw Effluent Tank .The oily wastewater from the tank is pumped to the Effluent Treatment Package for treatment and after treatment the treated effluent is stored in Treated effluent Tank for injection to water injection/disposal wells. Provision has also been kept to pump the wastewater to the nearest OCS for treatment and disposal by OIL. Provision is also made to load this water in tanker for further transport by OIL to nearest OCS.

#### **Instrument Air System**

Instrument air requirement of the FGS is met by a Instrument Air Package, which includes Instrument Air Compressor, Surge Vessel, Air Pre-filter, Instrument Air Dryer and Air After-filter. The instrument air from the dryer package is received in Instrument Air Receivers and then sent to instrument air header.

# Closed Blowdown System

Pure oil draining from inlet manifolds, separators, Flare KODs and other process equipments are stored in an underground Closed Blowdown Vessel. The stored oil is pumped to inlet of the Production separator for further separation/treatment with the help of a submerged pump.

# Oily Water Sewer System

Oily water drains from process equipments, process curbed areas, and leakages from pumps etc. are routed to OWS Drain Pit for gravity separation of free oil and water. The water free from bulk of the oil is pumped to Raw Effluent Tank and the skimmed oil is pumped to underground CBD vessel for recycling back to inlet of Production Separator.

#### Water system

Raw water is drawn from deep tube well by Raw Water Pump 50m3/hr capacity. The raw water is treated in a Water Treatment Package unit, which includes Pressure Sand Filters, Activated Carbon Filters and Chlorination Unit and UV sterilization Unit. The filtered water is stored in overhead Process Tank and from there goes to distribution. The chlorinated filtered water is stored in overhead Potable Water Tank-I & Potable Water Tank-II and from there goes to distribution.

The raw water from Raw Water Pump discharge header is tapped for cleaning, hose station and fire-fighting purposes.

Water Treatment Unit is to supply the treated water for process and potable use. The Water

Treatment package includes the following:

- 1. Pressure Sand Filter-25 m3/hr capacity,
- 2. Activated Carbon Filters- 5 m3/hr capacity,
- 3. UV Sterilizer- 5 m3/hr capacity,
- 4. Activated carbon Filters 5 m<sup>3</sup>/hr capacity,
- 5. Local Control panel and complete instrumentation within the package.

# Raw water

Turbidity (NTU) : 36-83 pH value : 7.0-7.1

Total Hardness : 72-76 (ppm CaCO3)
Alkalinity : 100-125 (ppm CaCO3)

 Chloride
 :
 6 – 10 (ppm Cl)

 Iron
 :
 2.19-2.66 (ppm Fe)

 Total Dissolved Solid
 :
 168-188 (ppm)

 Silica
 :
 47.8 – 64.7 (ppm)

#### Raw water source

Raw water shall be supplied to Water Treatment Unit through Raw Water pump (Deep Bore Well Pump) of capacity 50m3/hr at a discharge pressure of 4 kg/cm2 g.

# Service water

The raw water is passed through Pressure Sand Filter of 25 m3/hr capacity for removal of suspended solids. The Sand Filter is provided with a bed of Manganese dioxide above the sand bed for removal of Iron. Out of the 25m3/hr of the service (filtered) water, 20 m3/hr is stored in the service water tank and remaining 5m3/hr is taken to potable water stream.

Turbidity (NTU) : 5

pH value : 7-7.5

Capacity : 20 m3/hr

Pressure : 1.5 kg/cm2 g

#### Potable water

The 5 m3/hr filtered water is passed through Active Carbon Filter and UV sterilizer for storage in Potable Water tank. The active Carbon filter is to remove odor and UV sterilizer to make the potable water free from bacteria and pathogens.

Turbidity (NTU) : 5 pH value : 7-7.5

 Iron
 :
 < 0.3 (ppm)</td>

 Sterilization
 :
 UV Sterilized

 Capacity
 :
 5 m3/hr

 Pressure
 :
 1.5 kg/cm2 g

#### **Ambient air conditions**

Ambient Temp (Max/Min) : 40 /7 Deg C

Dry Bulb Temp (Max / Min) : 36 /8 Deg C

Max Relative humidity : 95%

#### Fire alarm system

Fire alarm system covers all the plant buildings, process area, utility area, storage areas, etc. The configuration for the above system is done based project requirements.

## Control room, Office building

FGGS Chabua having a state of the art control room(with centralized AC system)& operator building along with Installation Manger's Room, Rack room, Electrical room, Battery rooms, Laboratory room, kitchens & toilets.

# Security watch towers & Security cabins

2 (two) nos. of security cabins (RCC building) along with watch tower (steel structure) are available at the both entrenches of the FGGS premises.

Also 3 (three) nos. of security watch tower (steel structure) are installed at FGS premises for security surveillance of the plant.

#### Shift workers cabin

A shift workers' cabin has been constructed for the rest & shelter for workers engaged in the plant. Attached toilet facility is also available with the cabin.

#### Roads & drains

Bitumen road to the plant, access to other facilities of the plant and around the process area has been constructed in the FGGS Chabua installation. Also drain on both sides of the road has been constructed for draining out the rain water from the plant.

# Boundary walls & periphery roads

FGGS Chabua premise is encircled with 3.66m high boundary wall with two nos. of entrance gate along with periphery patrolling road.

#### Land scapings, green belts, gardens & horticulture

The entire 2.7-hectare area of FGGS Chabua Plant, in two plots, one main process plant and other Enclosed Ground Flare System, is mainly occupied with Piping, Equipment, Buildings, Roads etc. Saplings are planted along the inside of the boundary wall of the main plant and in-side the EGFS area.

Landscaping& Gardening has been done inside the main plant premises with flowers, bushes, ponds etc.

# Other Systems

# **Electrical System**

- i. 2 Nos 619kVA, 415V, 50Hz, 0.8pf Gas Generator set with Auto Mains Failure (AMF) panel with paralleling facility and all other necessary accessories each at Chabua and Baghjan.
- ii. 1 No 250 KVA, 415V, 50Hz, Diesel Generator set (For black start) with all other necessary accessories.
- iii. Suitable rated 415 V AC PMCC.
- iv. 2 Nos Lighting Distribution Board one each for non hazardous and hazardous area lighting.
- v. 1 No 415/240 V 3 phase Lighting transformer of suitable rating as required for hazardous area lighting
- vi. 1 No 415/440 V 3 phase Lighting transformer of suitable rating as required for non hazardous area lighting for each location.
- vii. 2 Nos. 40KVA UPS system along with battery banks and UPS Distribution Board
- viii. Indoor and Outdoor Lighting boards.
- ix. Indoor and Outdoor Lighting fixtures and lighting poles with all accessories.
- x. 3 nos. 30 meters High Mast GI Lighting Poles with control gear box/junction box and all other accessories.
- xiv. LV Power and Control Cables in RCC cable trenches & buried
- xv. Earth electrodes and earth strips.
- xvii. Any other equipment not listed above but installed in the FGGS Chabua for uninterrupted power supply for round the clock running of the installation.

#### Instrumentation control systems

The FGGS Chabua is equipped with field instruments for the various process, systems, packages, plants as per the P&IDs.

DCS monitoring and controlling system, ESD PLC, Gas &Fire Alarm Panel, Access Control System, operator/engineering workstations, ESD pushbutton panel, metering panel, printers, scanners and any other control room equipment required for the safe, proper and efficient operation of the plant are installed in the Control Room Building. All the transmitter & controller instruments are connected & controlled though integrated DCS system and they are online.

# <u>Details of list of instruments in the control room and field instruments for Chabua</u> FGS

Foundation Field bus technology is used for network communication for control and instrumentation systems. The main components of the instrument and control system which can affect the overall efficiency and optimal functioning of the plant are DCS, PLC, Metering, F & G system, Field transmitters, Control valves, Shutdown valves, Gas Chromatograph. The emergency shutdown system is based on PLC which is SIL3 certified.

# **Objectives**

The Automation, Control and Instrumentation requirements are:

- i) Proneness of the selected technology
- ii) Operability
- iii) Reliability
- iv) Maintenance
- v) Un-compromised levels of protection of Health, Safety, Security and Environment. The automation system utilizes state of the art Foundation Field bus instrumentation for the control and monitoring of this plant.
- vi) All instruments are designed and manufactured for intrinsic safety forthe applicable hazardous areas. Fieldbus network is designed based upon FISCO (Field bus Intrinsically Safe Concept) technology. Also High powered trunk concept is used with field barriers inside DGMS approved junction boxes, no live maintenance on trunk and surge protector in each trunk as well as both side of field barrier.
- vii) All field instruments are provided with lightning protection circuits and designed and manufactured to operate in 100% relative humidity environment.

Lightning & surge protection for field bus systems is considered. This is used to protect electronic circuits and equipment within the field bus system and the associated field bus trunk from high voltages and surge currents induced by lightning and other form of transients. Redundant field bus power system is used so that the system becomes "hot-swappable" meaning that individual power conditioning modules and input power supplies can be replaced without interrupting power or communication on the field bus segment.

#### System description

The control and automation system for the plant is an integrated system comprising a DCS for plant control and a PLC for executing shutdown function, Dedicated Flow computers for custody transfer applications, and an addressable fire alarm panel is also

provided. This is a fully integrated control system which improves plant productivity and safety. This system also provides inputs to SCADA. Modbus integration of the DCS with ESD PLC, Flare control DCS, Flow computers, Gas chromatograph is done. Facilities for on-line trending, Historical Trending, Reports, Alarms, Alarm History, event list etc. are provided.

The system has the following integrated core functions-

<u>Operations</u>: Various displays provide a consistent method for interacting with multiple applications. The displays are designed to provide an intelligent and focused presentation enabling rapid response. Optimal reaction requires real-time knowledge that an upset has occurred, or will occur. The system provides notification through its audible and visual alarm and event presentation. The system provides a complete set of O&M Contractor functions that include realistic process graphics with standard faceplates, superior trending capabilities, intelligent alarm and event handling and production reporting. Complete functionality simplifies and streamlines O&M Contractor interaction for more reliable control.

<u>Safety</u>: Safety of the plant is considered by using SIL certified PLC system for Emergency Shutdowns.

<u>Information Management</u>: Powerful information management software collects, stores, retrieves and presents historical process and business data to enhance the usefulness of data from all operations.

<u>Control and I/O</u>: Comprehensive suite of standards based hardware and software meets the needs of total plant control. Controllers are complimented with a full line of industrial I/O interfaces to meet all plant environments.

<u>Device management</u>: System integration of intelligent field devices via foundation fieldbus standards lowers lifecycle costs through significant cost savings in the design, implementation and operation of field equipment. The process control system is field bus compatible.

The system also includes a plasma display. For Emergency shutdown, a PLC based system is used. This is a fail-safe PLC with SIL 3 certification and is dual modular redundant.

#### Technical details of DCS system

S1. No.	Material	UOM	Description	QTY	Part Number	Make
1	MD Plus Controller	No's	MD Plus Controller Make: Emerson Model:VE3006 Local bus power supply: 5VDC,1.4A max	10	VE3006	Emerso n
2	2 wide Power/Controll er Carrier	No's	2 wide Power/Controller Carrier Make: Emerson Model:VE3051C0	10	VE3051C 0	Emerso n

3	Enhance System Power Supply 24/12 v DC input	No's	24/12 v DC System Power Supply Make: Emerson Model:VE5009	10	VE5009	Emerso n
4	Analog Input Cards	No's	Analog Input Cards: 8 Channels 4-20 mA; HART; Fused I/O Termination Block Make: Emerson Model:VE 4003S2B2	3	VE 4003S2B 2	Emerso n
5	Discrete Input cards	No's	Discrete Input cards: 8 Channels 24 v DC; Dry contact; I/O Termination Block Make: Emerson Model:VE4001S2T2B1	14	VE4001S 2T2B1	Emerso n
6	Discrete Output cards	No's	Discrete Output cards: 8 Channels 24 v DC; High Side; I/O Termination Block Make: Emerson Model:VE4002S1T2B1	9	VE4002S 1T2B1	Emerso n
7	Redundant H1 Field bus Interface cards,	No's	Redundant H1 Field bus Interface cards, Two wide termination block with 2 ports Make: Emerson Model:VE4037PO	17	VE4037P O	Emerso n
8	Redundant serial Interface cards	No's	Redundant serial Interface cards with 2 ports & Termination block Make: Emerson Model: Make:Emerson Model:VE4036P2	6	VE4036P 2	Emerso n
9	8 wide I/O interface carrier with carrier shield bar	No's	8 wide I/O interface carrier with carrier shield bar Make: Emerson Model:VE4050S2K1C0	8	VE4050S 2K1C0	Emerso n
10	Carrier Blank Cap	No's	Model: VE6101	18	Carrier Blank Cap	Emerso n
11	8 wide I/O interface carrier with Carrier Shield bar and Dual Enhanced Carrier Extension Cables	No's	8 wide I/O interface carrier with Carrier Shield bar and Dual Enhanced Carrier Extension Cables Make: Emerson Model:VE4050E2CO	4	VE4050E 2CO	Emerso n
12	Bulk Power Supply	No's	Bulk Power Supply 12 VDC 20A Make - Phoenix (Emerson) Model No. QUINT-PS/1AC/12DC/20	4	QUINT- PS/1AC/ 12DC/20	Emerso n

13	Bulk Power Supply	No's	Bulk Power Supply 24 VDC 40A Make - Phoenix (Emerson) Model No. QUINT- PS/1AC/24DC/40	4	QUINT- PS/1AC/ 24DC/40	Emerso n
14	Quint Diode	No's	Make - Phoenix (Emerson) Model No QUINT- DIODE/40	4	QUINT- DIODE/4 0	Emerso n
15	FISCO Power Supply	No's	FISCO Power Supply (FF Accessories) Make - MTL (Emerson) Model 9122	33	9122	MTL
16	Surge Protection for Trunk Protection	No's	Surge Protection for Trunk Protection (FF Accessories) Make - MTL (Emerson) Model - FP-32	33	FP-32	MTL
17	Redundant Logic Solver Module for DeltaV SIS	No's	Redundant Logic Solver Module for DeltaV SIS Make: Emerson Model:VS3202	24	VS3202	Emerso n
18	SISNet Terminator Assembly	No's	SIS Net Terminator Assembly Make: Emerson Model:VS6051	3	VS6051	Emerso n
19	Redundant SIS Net Repeater	No's	Redundant SIS Net Repeater Make: Emerson Model:VS6002	3	VS6002	Emerso n
20	8 wide I/O interface carrier with Carrier Shield bar, Dual Enhanced Carrier Extender Cables, and Redundant SIS Net coax cables	No's	8 wide I/O interface carrier with Carrier Shield bar, Dual Enhanced Carrier Extender Cables, and Redundant SIS Net coax cables Make: Emerson Model:VE4050E2C2	6	VE4050E 2C2	Emerso n
21	Relays	No's	SIS Relay for DI 5A,250VAC Paramount Coil-24VDC 640ohm Make: Emerson Model:VS6907	115	VS6907	Emerso n
22	Relays	No's	SIS Relay for D0 5A,250VAC Paramount Coil-24VDC 640ohm Make: Emerson Model:VS6907	144	VS6907	Emerso n
23	Barrier	No's	Analog I/P Barrier Make:STAHL (Emerson) Model:9160/13-10-11	60	9160/13- 10-11	STAHL

			Digital	I/P	Barrier		9170/10-	
24	Barrier	No's	Make:STAF	łL		108	14-12	STAHL
			Model:9170	0/10-14-1	.2		14-12	

# Technical details of field instrumentation items at FGGS-Chabua

Instrumentation items list (FGGS-Chabua)							
SL NO	ITEM	UOM	TOTAL QTY	MAKE	RANGE		
1	Temperature Transmitter (FF)	No's	12	Honeywell	50-500deg C		
2	Temperature Transmitter (HART)	No's	1	YOKAGAWA	50-500 deg C		
3	Temperature Transmitter (FF)	No's	17	Emerson (Rosemount)	0 – 100 deg C		
4	Temperature Transmitter (FF)	No's	33	Emerson (Rosemount)	0 – 150deg C		
5	Thermocouple(K-Type)	No's	37	Emerson (Rosemount)	Max temp 1200 deg		
6	Pressure Transmitter (FF)	No's	10	Emerson (Rosemount)	Max Range:0-400 kg/sqcm		
7	Pressure Transmitter (FF)	No's	10	Emerson (Rosemount)	Max Range:0-50 kg/sqcm		
8	Pressure Transmitter (FF)	No's	3	Emerson (Rosemount)	Max Range:0-150 kg/sqcm		
9	Pressure Transmitter (FF)	No's	15	Emerson (Rosemount)	Max Range:0-70 kg/sqcm		
10	Pressure Transmitter (FF)	No's	2	Emerson (Rosemount)	Max Range:0–14 kg/sqcm		
11	Pressure Transmitter (FF)	No's	2	Emerson (Rosemount)	Max Range:0-10 kg/sqcm		
12	Pressure Transmitter (FF)	No's	2	Emerson (Rosemount)	Max Range:0-5 kg/sqcm		
13	Pressure Transmitter (FF)	No's	4	Honeywell	Max Range:0-60 kg/sqcm		
14	Pressure Transmitter (HART)	No's	7	Emerson (Rosemount)	Max Range:0–15 kg/sqcm		

15	Pressure Transmitter (HART)	No's	1	YOKOGAWA	Max Range:0-3 kg/sqcm
16	Pressure Transmitter (FF)	No's	1	Emerson (Rosemount)	Max Range:0-4 kg/sqcm
17	Differential Pressure Transmitter (FF)	No's	1	Emerson (Rosemount)	0 – 1 kg/sq cm
18	Servo operated internal displacer type level transmitter (HART)	No's	3	Endress + Hauser	Max range 0 – 3000 mm
19	Level Transmitter DP-TYPE (FF)	No's	1	Emerson	Max range 0 - 3000 mm
20	Level Transmitter DP-TYPE (FF)	No's	2	Emerson	Max range 0 – 2650 mm
21	Level Transmitter DP-TYPE (FF)	No's	1	Emerson	Max range 0 - 2000 mm
22	Level Transmitter (GWR TYPE) ,(HART & FF)	No's	25	Magnetrol	Max range 0 - 1750 mm
23	Level Transmitter (RADAR TYPE) ,( FF)	No's	2	Emerson (Rosemount)	Max range 0 - 3000 mm
24	Level Transmitter (HART &FF)	No's	2	MESSUMFO RMER/ Transmitter	Max range 0 - 3000 mm
25	Level Transmitter (GWR TYPE) ,(FF)	No's	3	Emerson (Rosemount)	Max range 0 - 3000 mm
26	Level Transmitter DP-TYPE (FF)	No's	1	Emerson (Rosemount)	Max range 0 - 3500 mm
27	Level Transmitter DP-TYPE (FF)	No's	1	Emerson (Rosemount)	Max range 0 – 4500 mm
28	Level Transmitter (FF)	No's	2	Honeywell	Max range 0 – 1750 mm
29	Ultrasonic Flow meter(HART)	No's	5	SICK	Range- 0-1600 m <sup>3</sup> /hr
30	Coriolis mass flow meter(FF)	No's	6	Micro motion (Emerson)	Range-0-5 m <sup>3</sup> /hr
31	Flare flow meter (Ultrasonic type)	No's	1	Sick GMBH	-

32	Flow transmitter (Mag. Type)	No's	4	Emerson	0-2100 m <sup>3</sup> /hr
33	Flow transmitter (Mag. Type)	No's	2	Emerson	0- 10 m <sup>3</sup> /hr
34	Flow Transmitter (Orifice type)	No's	2	Emerson	0-29 m <sup>3</sup>
35	Flow Transmitter(Orifice type)	No's	1	Emerson	0-175 m <sup>3</sup>
36	Flow Transmitter (Orifice type)	No's	1	Emerson	0-8 m <sup>3</sup>
37	Flow Transmitter (Orifice type)	No's	1	Emerson	0-6 m <sup>3</sup>
38	Flow Transmitter	No's	1	Emerson	0-1735 mm
39	Flow transmitter (Orifice Type)	No's	10	Emerson	0- 50 m <sup>3</sup> /hr
40	PCV(FF)	No's	11	Masoneilin	
41	TCV(FF)	No's	40	Masoneilin	
42	PCV(FF)	No's	2	Fisher	
43	LCV (FF)	No's	10	Masoneilin	
44	LCV (FF)	No's	1	Fisher	
45	FCV (FF)	No's	3	Fisher	
46	AFR for Control Valve	No's	67	Fisher & Dresser	
47	Positioners for Control Valve	No's	67	Fisher & Dresser	
48	SOV for flare burners	No's	12	Rotex	
49	PDC	No's	1	Emerson	

50	Gas Chromatograph analyzer	No's	1	Daniel
51	Infrared Flame detectors	No's	7	Spectrex
52	Hydrocarbon Gas Detector	No's	14	Crowcon/IR MAX
53	Open Path Gas Detector (Transmitter/Receiver)	No's	2	Spectrex
54	Fire Alarm system	Set	1	Тусо
55	Air Compressor	No's	2	Atlascopco
56	Diesel operated air compressor	No	1	Kirloskar
57	SDV	No	19	VIRGO
58	SDV	No	35	ROTEX
59	BDV	No	5	ROTEX
60	ROV	No	2	IV-Intervalve
61	SOV	No	94	ROTEX
62	SOV	No	19	EX-3
63	Sand Probe	No	10	ROXAR
64	PALL	No	10	SWITZER
65	PAL	No	20	SWITZER
66	РАНН	No	10	SWITZER
67	LSLL	No	10	Automat
68	TALL	No	10	Automat

An RTU panel for SCADA system is also installed by OIL for data collection to SCADA MCS at Duliajan.

## 2.0- **SCOPE OF WORK**

The Scope of Work (SoW) for O&M Contractor for CGGS Madhuabn and FGS Chabua shall cover, but not limited to points given below.

It is to be noted that O&M of FGS Chabua has two options, Option-I for full operating conditions and Option-II for minimum operating conditions. Successful bidder will be advised which Option to adopt at the time of issuing of LOA. However, during the execution of the contract if the other Option is to be adopted, the O&M contractor will have to do so. In that case, OIL will give the O&M contractor 15 days notice for change of Option and the contractor will have to mobilize workforce/manpower accordingly.

OIL reserves the right to decide whether the station will be under full operating conditions (Option-I) or under minimum operating conditions (Option-II). In case the O&M contractor refuses to follow the option given by OIL, the contract will be terminated.

# 2.01- Duties of the O&M Contractor

The O&M Contractor shall take all appropriate steps to maintain in force & execute the Contract in accordance with the terms of the Contract. All operations and maintenance will be carried out by the O&M Contractor in accordance with policies, work program within the plant in accordance of the provisions of contract and the directions of the Mines Manager, Installation Manager or his authorized representative and in accordance with standard and safe industry practice within the purview of all statutory norms applicable in upstream oil industry.

Guarantee on the plant/installation performance at desired level(as per the design rating) which shall entail amongst others, the functioning of power generation and distribution system, instrument air supply system, fuel gas system, firefighting system, water supply system, effluent treatment system, flare system, condensate handling system, gas well testing system, communication system, field and control room instrumentation & control system, control room computer system, HVAC system, online measurement systems, laboratory equipment etc. etc. of the plant for 365/366 days at desired rating. O&M Contractor shall have to ensure Operation and maintenance of the PLANT on round the clock.

#### 2.02- HSE (Health, Safety and Environment)

i) The O&M Contractor shall operate and maintain the plant in a diligent, safe and efficient manner strictly in accordance with provisions stipulated obligations imposed upon by applicable laws of India, Indian Mines Act, Oil Mines Regulations, OISD norms, Indian Explosives Act and Central Electricity Authority Regulations(2010), Petroleum Rules, etc. in force.

O&M Contractor shall also have to comply with the applicable guidelines of the Statutory bodies like DGMS, OISD, State and Central Pollution Control Board(s), PESO,Legal Metrology Department, OIL's HSE policy and other relevant statutory policies in existence or likely to come into existence.

For any HSE matters not specified or without any stipulated provision in the contract document, the O&M Contractor will abide by the relevant and prevailing acts/rules/regulations & sound industry practices pertaining to Health, Safety and Environment.

ii) It will be solely the O&M Contractor's responsibility to fulfil all legal formalities with respect to the Health, Safety and Environmental aspects of entire O&M job under the contract (namely formalities related to the person & the equipment employed by the O&M Contractor and the environment etc.) under the jurisdiction of Dibrugarh district, Assam.

Further, during carrying out all the O&M jobs at CGGS Madhuban and FGS Chabua, it will be entirely the responsibility of the O&M Contractor to ensure strict adherence to all HSE measures, statutory rules and to ensure safety of all workers of the O&M Contractor. All terms & conditions under clause no 2.02 and 3.0 shall be applicable to all persons of O&M Contractor deployed at CGGS Madhuban and FGS Chabua.

iii) The O&M Contractor has to update and timely submit all HSE related paper-works including but not limited to reporting, record keeping etc. to external agencies and/or to OIL. The report-formats will be as per prevalent ones in OIL and/or as suggested by statutory bodies and as per prevailing laws. Some of such formats includeForm-A (MVT), Form-B (employee register), Form-E (daily attendance) and Form-J, K (accident-report), Form-O (IME/PME), Training Matrix etc. as per Mines Rules 1955.

In case of employee's daily attendance in Form-E, the O&M Contractor shall regularly take and maintain attendance of all its employees coming to work at CGGS Madhuban and FGS Chabua and such attendance need to be countersigned by installation Manager. As stated in man power clause, the O&M Contractor shall promptly report to Installation Manager if deviation in attendance from already submitted man power roster happens on a day and same will be recorded in prescribed form as per applicable mines rules or any other formats required by the IM of the station.

O&M Contractor shall have to report all incidents including near miss to Installation Manager/departmental representative of the concerned department of OIL. The O&M Contractor has to arrange daily tool box meeting, jobs safety analysis and regular site safety meetings etc. as per applicable mines rules and maintain records.

iv) The O&M Contractor shall have to update written Site Specific Safe Operating Procedure (Site Specific SOPs) for the works to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them as per direction of Installation Manager. Such SOPs need to be approved by the installation manager. The SOP should clearly state all the risks that may arise to men, machineries & material during execution of any O&M jobs to be done by the O&M Contractor and how it is to be managed.

The O&M Contractor shall provide a copy of the SOP to the Installation Manager or his deputed competent persons at CGGS Madhuban and FGS Chabua who shall be supervising the O&M Contractor's work. The O&M Contractor shall keep an up-to-date SOP (approved by OIL) and provide a copy of the changes to OIL's person as above.

The O&M contractor shall submit the Initial Medical Examination (IME) in prescribed "Form-O" of all employees to be engaged for O&M job.

O&M Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for that purpose he may deploy adequately qualified and competent personnel. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.

If HSE policy/SOPs of the O&M Contractor or part thereof is/are considerably different from OIL's HSE policy leading to confusion of procedural steps /SOPs, the O&M Contractor must frame draft of "Bridging Document" with roles and responsibilities clearly defined in regards to the concerned parts for making a uniform HSE policy for O&M of CGGS Madhuban and FGS Chabua. This draft must be furnished to OIL within 2 months from LOA of the contract. A final "Bridging Document" will be put in force after discussion on the draft among the two parties in conjunction with HSE departments of both the parties.

V) In case the O&M Contractor is found non-compliant of HSE laws as required, OIL will have the right for directing the O&M Contractor to take prompt action to comply with the requirements or to cease work until the non-compliance is corrected. OIL has right to with-held the monthly O&M bill in case of non compliance the above.

O&M Contractor shall be responsible for any pollution, accident (causing injury to man, damage to machinery) and clean-up operation due to pollution caused by the O&M Contractor as a fall out of noncompliance of HSE rules & regulations. OIL's technical team shall investigate cause(s) of pollutions, accidents and/or any other non-compliance of HSE rules & regulations by the O&M Contractor and the findings thereof shall be final.

- vi) O&M Contractor will have to submit material quality certificates and other related documents to OIL and OIL will allow to use the item after examination of all the documents and physical verification in case O&M Contractor changes any part of machine/equipment/unit etc. during maintenance work. O&M Contractor will be solely responsible in case of accident or further damage to equipment caused due to supply of sub-standard & spurious material during maintenance works not certified from OIL's technical team.
- vii) O&M Contractor shall carry out Daily Plant General Inspection in the entire plant and such inspection reports need to be generated and to be submitted to Company's representative daily before 7:30AM. O&M Contractor shall do visual inspections of all equipment; facilities etc. wherever possible and

identify level of deposition, attrition/depletion, and deterioration in materials and also identify problems of any equipment/facilities.

The O&M Contractor shall also identify likelihood of any related unsafe working environment due to the above and promptly inform OIL.

The O&M Contractor shall be responsible for any unplanned circumstances/ events in the plant operation that may take place due to material failure resulting from O&M jobs of the O&M Contractor. The O&M Contractor shall also be responsible for failure to identify or to report any abnormality as above not leading to subsequent unplanned circumstances/events. The cause(s) of such circumstances/events shall be investigated by OIL's technical team and finding thereof shall be final.

- viii) Mines Manager, Production (Gas) Mines may appoint one or more of the O&M Contractor's personnel as competent person(s) for carrying out specific job(s) coming under the contract within a certain domain of authority. O&M Contractor shall have to abide by the same. The authority of such competent persons shall, under no circumstances, supersede that of the Installation Manager of CGGS Madhuban and FGS Chabua. Appointment of the competent persons is not a pay-roll appointment.
- All persons deployed at CGGS Madhuban and FGS Chabua by the O&M Contractor must undergo Mines Vocational Training, Initial Medical Examination, Periodic Medical Examination and other requisite statutory trainings like but not limited to firefighting training as per OMR & OISD, First Aid Training, Gas Testing Training etc.

The health check-up of O&M Contractor's personnel is to be done by the O&M Contractor in authorized Health Centers as per OIL's requirement and proof of such test(s) is to be submitted to OIL in proper format as per applicable Mines Rules. The frequency of periodic medical examinations is every three years for all employees of the O&M Contractor.

The O&M Contractor shall submit to DGMS returns as per applicable Mines Rulesindicating – 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 and type of medical coverage given to the work persons. The return shall be submitted quarterly (by 10th of April, July, October & January).

Bidders may take note of the fact that OIL provides some of the statutory training like MVT/First Aid/Fire Fighting etc. to O&M Contractor's employees engaged by OIL near its field Head Quarter, Duliajan.

If OIL arranges any safety classes/training etc for the working personnel at site the O&M Contractor must arrange to release its personnel for any such training without hampering normal O&M jobs.

X) Every person deployed at CGGS Madhuban and FGS Chabua by the O&M Contractor must wear all required safety gadgets/PPE items which are to be provided by the O&M Contractor. No person will be allowed to work at CGGS Madhuban and FGS Chabua without PPE and such debarring of any of the O&M Contractor's person(s) may lead to penalty under clause no 5.0 vide Man power clause no 3.0 if O&M Contractor cannot arrange substitute(s) for the debarred person(s).

The O&M Contractor shall provide proper Personal Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and OIL's PPE schedule. Safety appliances like Safety Boots, Safety Helmet and Full Body harness etc. have to be DGMS approved. Necessary supportive documents/approvals shall have to be submitted as proof.

If the O&M Contractor fails to provide the safety items as mentioned above to the working personnel, the O&M 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 O&M Contractor's Bill. However, it will be the O&M Contractor's sole responsibility to ensure that all 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.

- xi) The O&M Contractor must also possess various other safety items including but not limited to 2 (two) fire suits, 1 (one) lifting-jack for rescuing trapped persons, high intensity safety torches (minimum 5 nos.) at site. The FA box must have all the required and fresh batches of medicines and other items. In case of failure of the O&M Contractor to provide the above safety gadgets at the plant, **Penalty** as per clauses of 5.0 will be imposed on O&M Contractor.
- xii) O&M Contractor must maintain all firefighting equipment, appliances and entire firefighting operation for round the clock availability in 100% operational condition. In this respect, all terms and conditions under clause no 2.00 to 2.16 for maintenances and provisioning of items etc. including Penalty Clauses under 5.0 of TOR shall be applicable and adequate manning of Firefighting system shall be as per man power **clause no 3.0.**

Regular maintenance & servicing jobs and operations need to be followed for firefighting system of the plant as per the formats approved by OIL.

The O&M Contractor shall carry out Painting & Hydrostatic test (at 30kg/sq.cm) of the DCP Extinguisher along with cap & hose assembly once every three years or as per statutory requirements and that of CO2 extinguisher before every refilling or once in 5 years or as per statutory requirements, whichever is earlier at their cost. This also includes painting of other Firefighting equipment (i.e. Monitors, Hose boxes, Hydrants, Foam Tanks, Inductors etc.) & Fire water ring main etc.

O&M Contractor must keep all the drenching pumps and jockey pumps in full operational condition at all time and keep the entire firefighting pump system in Auto Mode. For that purpose, ring main pressure must be maintained at minimum 7 Kg/cm2 as per design of installation requirement with the help of the jockey pumps.

Fire water ring main line is connected to adjacent M/s BCPL's Compressor station with 2 (two) isolation valves. For maintaining the system in Auto mode O&M Contractor must ensure shut in of the isolation valves. O&M Contractor must arrange to immediately open the valves for Mock Drill and Fire Fighting in consultation with M/s BCPL's control room(compressor station).

All the drenching pumps and jockey pumps must be put to different test with test-frequencies as per OIL's approved format. Routine checks, periodic inspection, maintenance & testing as per the requirements of OISD-STD-142 need to be done for all other firefighting equipment of the plant.

Reports of all testing/checks/inspection/observations etc. conducted on firefighting system and any corrective actions required/taken are to be as per clause no 2.16(v).

OIL approved format as stated above are for general guidelines on the required activities of maintenance and/or servicing jobs along with their required frequencies of firefighting units of the plant. All these activities in the formats shall be only a part of the total maintenance and servicing jobs 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 CGGS Madhuban and FGS Chabua as per safe & sound industry practice.

OIL and/or the O&M Contractor - after consultation & consent from OIL - may include / change / modify any formats for maintenance and/or servicing jobs at any point in time during the currency of the contract.

In case of O&M Contractor's failure specifically to maintain Fire Fighting pumps in Auto Mode, and ring main pressure at minimum of 7 Kg/cm2, failure to start any drenching pump and failure to comply other terms stated in this clause no 2.02 (xii), **Penalty as per clauses of 5.0** will be imposed on the O&M Contractor.

- Xiii) O&M Contractor must always check the quality/usability of the AFFF i.e. Aqueous Film Forming Foam available at site. The AFFF compound needs to be replaced when the compound loses its quality or when its self-life/validity expires whichever is earlier. In case of non-availability of the AFFF of the required quality at CGGS Madhuban and FGS Chabua, **Penalty as per Clauses of 5.0** will be imposed on the O&M Contractor.
- xiv) O&M Contractor must conduct Mock drills (fire & other scenarios) at CGGS Madhuban and FGS Chabua once every fortnight.

XV) O&M Contractor will provide all necessary support & co-operation in terms of resources, man-power and other facilities if OIL decides to obtain HSE related certifications including but not limited to ISRS, ISO, OHSAS at CGGS Madhuban and FGS Chabua.

All O&M Contractor's employees must, while at work, cooperate with OIL so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of employee's health, safety and welfare.

Any of the employees of the O&M Contractor shall not refuse to follow any instruction given by OIL's Installation Manager or any competent person engaged by him for ensuring and monitoring safe operation.

XVi) The O&M Contractor must carry out all operation and maintenance of any new equipment/facilities/instruments installed for compliance of any recommendation(s) of any statutory bodies or audits etc. during the currency of the contract.

The new additional units/facilities will comprise minor changes only and there shall not be any additional man-power requirement. The O&M of such additional items shall have to be carried out by the O&M Contractor.

# 2.03- Day to day Operation and Maintenance(O&M) jobs

The O&M Contractor must carry out all the processes which will be required for safe operation and maintenance jobs for smooth, trouble free, uninterrupted, full-capacity and safe operation of the plant.

The performances of the O&M Contractor shall be judged on the following specifications:

- Plant performance as well as performance of the O&M Contractor in plant operation shall be firstly determined by "DESIRED PERFORMANCE LEVEL" of the PLANT which means trouble-free operation and maintenance of the PLANT with desired level of quality in dew point of gas &air, proper air pressure, water pressure in hydrant line, drinking water quality or clarified effluent water or quality of supplied gas to customers, power output, HSE records, O&M as per statutory acts/govt. acts/rules/regulations/guidelines, etc. including operation and maintenance of plant equipment with all fittings & accessories as per OEM recommended ratings/guidelines and schedules. Any deviation from OEM recommended procedures/methods will be considered as deviation from normal operation and penalty will be imposed as per penalty clauses of this contract.
- ii) Failure to achieve the above will be considered as departure from "DESIRED OPERATIONAL PERFORMANCE LEVEL" of the Plant and of the O&M Contractor and will invite penalty on O&M Contractor as per **Penalty Clauses** of 5.0.
- iii) Failure of the O&M Contractor to do any sampling and testing activities like gas sampling, dew point measurement, drinking water and effluent water testing etc, will invite penalty on O&M Contractor as per **Penalty Clauses** of 5.0.

- iv) O&M Contractor must carry out all the jobs related to operation and maintenance of the installation. During execution of the jobs, the O&M Contractor shall carry out all routine and schedule/preventive/predictive maintenances and servicing jobs on all the equipment and facilities as per OEM guidelines and as per requirement of OIL.
- V) The contractor will develop required formats on the required activities of maintenance and/or servicing jobs along with their required frequencies as per OEM guidelines and need to be approved by OIL for all mechanical/electrical/instrumentation units/equipments etc. of the plant.
- vi) All these activities shall be only a part of the total maintenance and servicing jobs 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 CGGS Madhuban and FGS Chabua as per safe & sound industry practice.
- vii) OIL and/or the O&M Contractor after consultation & consent from OIL may include/change/modify any formats for maintenance and/or servicing jobs at any point in time during the currency of the contract.
- viii) The scheduled/emergency breakdown maintenance services are specific in nature, and will have to be carried out by the O&M Contractor as required by OIL.
- ix) In case of failure of the O&M Contractor to do any of the maintenance and servicing jobs as above and fill up any of the formats as required by OIL, penalty on the O&M Contractor will be imposed as per **Penalty Clauses** of 5.0.
- X) The bidders must note that Operation and maintenance of FGS Chabua has two options, Options-I and Options-II. Option-I is when the station is under full operational conditions. And Option-II is when the station is under minimum operational conditions. Under full operational conditions(Option-I), the O&M contractor will be required to carry out all the O&M jobs for FGS Chabua as per scope of works and as required at the station for smooth running of the station without any interruption of the intended purpose of the station. For option-II, the O&M contractor will be required to carry out the following jobs only:
  - a) Regular housekeeping jobs,
  - b) Operation& maintenance of power generating sources/sets
  - c) Maintenance of statutory records only.
  - d) Periodic checking/calibration & testing of equipments & their fittings/accessories to check their working condition so that whenever required such equipment can be operated.

For O&M of **FGS Chabua under option–II (for minimum operating conditions)**, the O&M Contractor shall have to deploy minimum manpower as per **PROFORMA-I (PART-III)** only. Payment to O&M contractor for **option-II** will be made as per deployment of minimum manpower as per **PROFORMA-I (PART** -III) only.

- xi) O&M Contractor must carry out all the activities in clean, safe and environmentally friendly ways; must avoid all sorts of pollution & contamination of the surrounding areas & environment. O&M Contractor-performance in this regards will be judged on following specification:
  - 1) Entire Oily (liquid hydrocarbon) Water Sludge (OWS) system and CRWS system must be in complete operational state on all days in a year. Presence of liquid hydrocarbon, oily water sludge & water in the system shall be at minimum level.

Non compliance/ non-performing of this job will be judged by fluid levels in all the OWS gravity separator pits available at different parts of the plant and in the final OWS separator sump available at the ETP.

In case of failure of the O&M Contractor to maintain the above specifications, penalty on the O&M Contractor as per **Penalty Clauses** of 5.0 will be imposed.

- 2) All surface drains surrounding the plant must be free of liquid hydrocarbon, oily water sludge, formation water and/or any other ingredient, organism etc. coming with the feedstock of CGGS Madhuban and FGS Chabua. Side walls and bottom of all surface drains shall be free from any deposition, stain/marks or smudges. This job is particularly for cleaning of oily dirt etc and is separate from general drain cleaning activity.
- 3) All cleaning activities of equipment (e.g. pump-strainers etc.), facilities, infrastructure and their parts & components shall be done in a way that liquid hydrocarbon, dirt and any other residue are confined to the CRWS only and are not allowed to spill or spread to any other parts of the plant.
- 4) Any liquid hydrocarbon marks/smudges/liquid hydrocarbon sludge on ground or on any surfaces must immediately be cleaned/scrapped and disposed safely at OIL designated place(s).

#### NOTE:

- a) Non compliance/non-performing of the jobs under clauses mentioned above will be judged respectively by
  - a-(1). Presence of liquid hydrocarbon or their deposition(s) on the surface drains of CGGS Madhuban and FGS Chabua during any time of a month for above clauses.
  - a-(2). Presence of liquid hydrocarbon -spillage &/or spread into drains, equipment, facility, road, ground water reservoirs, vacant parts of plant during any time of a month for above clauses.
  - a-(3). Presence of liquid hydrocarbon stain/marks/smudges etc. at any area of the plant during any time of a month for above clauses.

Monthly O&M bill-payment shall be deducted accordingly for non-completion of the O&M Contractor's any or all of these jobs as per **Penalty Clauses** of 5.0.

b) The O&M Contractor shall have to collect the liquid hydrocarbon - spillage/oily sludge/oily soil, sand and all other materials generated after execution of jobs under clauses above and transport the same in a safe manner to the sump near ETP.

# xii) Source, Supply & filtration of process-water and drinking-water

1) The O&M Contractor shall maintain quality of water used for process, service and drinking purposes. The quality of the water shall be as per BIS ( IS-105000:1991) which defines the desirable limits of various parameters of water as below or any other applicable standards:

Sr.	Characteristic	Unit	Drinking Water	Process water
No.				Feed Water
1	Appearance	-	Clear	Clear
2	Turbidity	NTU	5.0 (max)	5.0 (max)
3	рН	-	6.5 to 8.5	6.5 to 8.5
4	Total Hardness	mg/l	300.0 (max)	5.0 (max)
5	Iron	mg/l	0.30 (max)	0.02 (max)
6	Chloride	mg/l	250.0 (max)	200.0 -220.0
7	Total dissolved solids	mg/l	500.0 (max)	300.0 (max)
8	Dissolved Oxygen	mg/l	-	0.5 (max)
9	Silica	mg/l	-	0.02 (max)
10	Arsenic	mg/l	0.01 (max)	-

The O&M Contractor must do the needful to eliminate heavy metal components (like Ca, Mg, Pb, Zn, Cr, Al, B, Cu etc) to minimum level as per BIS (IS-10500:2012) or any other applicable standards.

However, if there is any requirement of change of above specifications for compliance of any statutory requirement, the same will have to be accepted by the O&M Contarctor.

The O&M Contractor shall also be required to carry out periodic testing for Arsenic content of the drinking water and records of such testing should be made available to any inspecting agency as and when required.

Monthly O&M bill-payment shall be deducted accordingly for failure on the part of the O&M Contractor as per **Penalty Clauses** of 5.0.

2) The O&M Contractor shall do all required filtration jobs and chemical treatments of water for maintaining the quality. For that purposeOil will provide the required chemicals. Hardness testing to be done by pH tester on all days.

Non compliance of the above will be judged by absence of testing records and stock records of chemicals.

- 3) OIL may install new water pumps and filters at CGGS Madhuban and FGS Chabua for filtration process. O&M Contractor has to do O&M jobs on such equipments.
- 4) (a) In case the discharge from the tube well is not adequate or the quality of the water drawn is not up the requisite standards the O&M contractor has to carry out servicing of the borewell (s) by employing suitable methods like Air Lifting/Redevelopment by use of compressed air. Occurrence of such servicing of the bore well(s) may be considered to be twice in a year.
  - (b) In case the borewell(s) could not be rehabilitated by Air Lifting/Redevelopment or there is severe sand ingress into the borewell(s), there shall be a joint inspection by OIL and the O&M contractor to assess the future course of action like abandoning the subject borewell(s). If after joint inspection OIL decides to abandon the borewell(s), new borewell(s) shall be drilled, sunk and developed by OIL and shall be handed over to the O&M contractor for regular O&M.
  - (c) The O&M contractor has to carry out servicing/maintenance of borewell pump set(s) including recovery of fish, lifting and lowering of the pumpset(s) along with all the associated pipings. In case the borewell pump set(s) need to be replaced, the same has be carried out by the O&M contractor as stipulated in the Contract terms and conditions.

In case of failure of O&M Contractor to do the jobs and to maintain the specifications mentioned as above 2.03 (xi), penalty on O&M Contractor will be imposed ride Penalty Clauses as per 5.0.

In case of failure of the O&M Contractor to maintain stock of chemicals/consumables etc. in conjunction with clause no 2.04(B) below, penalty on the O&M Contractor will be imposed as per Penalty Clauses of 5.0.

# 2.04- Routine, breakdown & schedule maintenance and repairing, servicing of equipment

All routine checks and other activities as and when required to ensure for trouble-free operation as well as for safeoperating practices as per OMR/ OISD and other statutory regulations. This is applicable to all other materials handling also.

i) The O&M Contractor shall carry out regular maintenance, repair, servicing jobs and scope of such jobs shall extend to all equipment/facilities /infrastructure/units of the plant required for mechanical (pumps, engines etc.), instrumentation, electrical, firefighting, water supply systems and all other systems that are installed/available at the installation CGGS Madhuban and FGS Chabua, as stated above in clause no.1.02 (this also includes any other machineries/equipments which is not covered in 1.02 but in actual is available at the plants CGGS Madhuban and FGS Chabua).

Change of lube oil of the prime movers is at O&M Contractor's scope and shall be as per OEM recommendations.

Civil maintenance required for structures, buildings, roofs, roads, drains etc.shall be carried out by OIL.

ii) O&M Contractor will have to follow OIL approved schedules of maintenances of units/facilities/equipment stated in clause no 2.04. The O&M Contractor can put forward additional/modified list of maintenance schedules of the above based on OEM recommendations or other technical justifications etc. along with items, quantities, source & values of spare-items required in regards to such additional/modified maintenance schedules within 60 days from LOA. Such additional/modified list of maintenance schedules shall be reviewed by OIL and incorporated if found justified.

O&M Contractor cannot and shall not claim any maintenance schedules given by OIL to be improper at any time during the period of the contract. Likewise the O&M Contractor cannot attribute any fault (malfunction / breakdown / under- performance etc) of any unit of CGGS Madhuban and FGS Chabua that may take place at a later time than 90 days from LOA on the ground of OIL's any improper maintenance schedules.

Definition of Spare: All constituent serviceable/replaceable parts and components of the equipments, facilities, units of the plant are the spares required for their maintenances (day-to-day routine, scheduled/preventive and break-down maintenances) as well as for keeping them operational so as to continue their safe, trouble free and uninterrupted operations. Any equipment/part/component without which and/or without the replacement of which for any fault, a larger equipment/facility may become inoperative are also termed spares as per this clause of the contract.

Scope of supply & provisioning of spares & consumables and execution of all types of maintenance jobs shall be as per clause no. 2.00 and its sub clauses.

# A. OIL's scope of supply and provisioning of Spares, Consumables and Replacements

- i) OIL shall bear the entire cost of all spares, consumables and replacements including expenses on their procurement process and supply at CGGS Madhuban and FGS Chabua provided procurement is done with prior approval from OIL except for the items coming under the scope of the O&M Contractor as stated in Clause no 2.04 and its sub clauses.
- ii) O&M Contractor shall be responsible for supplying, provisioning and inventorying of all replacements and/or capital nature units/parts/components etc.

Penalty clauses in regards of the reason(s) for replacement units &/or capital nature units shall remain applicable irrespective of scope of spare supply.

Note: For those spares which are already available with OIL, the O&M contractor will not be required to take any procurement action. Further, OIL reserves the right to take spares procurement action on its own to

replenish its inventory of spares. OIL also shall not allow replacement of any parts/spares, if OIL finds that the defective spares/parts is/are repairable. O&M Contractor cannot refuse to repair such parts/spares if directed to do so by OIL.

# B. O&M Contractor's scope of doing the purchasing process on behalf of OIL $\underline{For}$

#### Supply of Spares, Consumables & Replacements

The O&M Contractor- on behalf of OIL - shall do all the necessary jobs for procurement of spares, consumables and replacements and supply of the same at CGGS Madhuban and FGS Chabua. However, the O&M contractor will be required to take prior approval from OIL for any procurement activities.

- i) O&M Contractor's entire expenses in procurement and supply of any items at CGGS Madhuban and FGS Chabua as above shall be reimbursed to the O&M Contractor (including handling charge at a rate of 10% above the OEM quoted prices of equipments/parts/spares or above the item-price) as per vouchers/memos and inspection and suitability report submitted by the O&M Contractor. Such vouchers/memos and materials/items, inspection and suitability report etc. will be verified by OIL before releasing any payment against such expenses/claims by the O&M Contractor.
- ii) In cases of purchase of items from foreign market etc., OIL shall pay the O&M Contractor all invoiced amount including the price of the item, duties & taxes wherever applicable, freight & transportation charges or any other expenses subject to furnishing all supporting purchase-documents in that regard. O&M Contractor shall be paid an additional amount of 5% on invoiced price of the item as administrative cost. On emergency cases as per advice and permission from OIL, the O&M Contractor shall have to arrange airfreight of items which shall be reimbursed to the O&M Contractor on actual after submission of supporting documents.
- iii) The O&M Contractor shall have to follow OIL's prevailing set of rules for procurement of the items viz. procurement from L1 bidder selected from multi quote bidding (minimum 3 quotes)/from proprietary source/from OEM sources etc. The O&M Contractor shall have to take certification from the supplier/OEM on the quality of items purchased by the O&M Contractor prior to use/inventorisation.
- iv) The O&M Contractor shall initiate the procurement process by submitting to OIL about their intended purchase of items including quantities, make/brand/manufacturer's name etc. against each item.

  The O&M Contractor shall take next steps in its procurement process only after taking approval/permission/certification from OIL.

v) For procurement of items coming under petty expenses/local purchases/multi-brand/emergency required items etc., OIL's prevailing procurement process may not be required to be followed and O&M Contractor can do off-the-shelf purchases. But even in such cases also, prior approval/permission/certification as stated above and specific permission for such type of off-the-shop procurement must be taken from OIL.

#### Items coming under O&M Contractor to do the purchasing process are as below

i) For spares, consumables & replacements which are required for regular day to day processes, for safe, trouble-free & uninterrupted plant operations, regular &/or day-to-day routine maintenance jobs and running repair jobs and consumables and spares that are required at CGGS Madhuban & at FGS Chabua, as given in Annexure D.

However, the list of items given in Annexure D is not completely exhaustive. The O&M contractor shall also be required to do necessary purchasing for those items which are not included in Annexure D.

O & M Contractor shall be solely responsible for forecasting the consumption of spares, preparation of specifications, collection of budgetary quotations, procurement actions to ensure timely availability of any spares and consumables whenever required.

The Bidder will be required to quote the rate/price against each item given in Annexure D. Such quoted rate will not be considered for bid evaluation purpose but the payment against procurement of spares will be made as per the quoted rate only. The quoted rate will be reviewed after two years from the start date of O&M contract.

The shortage or lack of the spares and consumables may lead to malfunction, underperformance & breakdown of any unit / facility / equipment of the plant which in turn may affect / hamper the safe, trouble-free & uninterrupted operation of the plant.

To eliminate any likelihood of such a situation, the following points are necessary:

- a. Looking at the usage of spares, OIL and/or the O&M Contractor after consultation & approval from OIL -the O&M Contractor may include any additional spares, consumables & replacement items under the scope the O&M Contractor to do the purchasing process thereof at any point of time during the currency of the contract.
- b. The inventory of such items shall be at CGGS Madhuban and FGS Chabua. OIL will check the items to be replaced prior to its replacement on normal working hours &/or take-over the replaced item at an earliest working time after the replacement. The O&M Contractor shall keep daily record of consumption & stock position and report the same to OIL on a daily basis

&/or as & when sought by OIL. OIL may however keep some of the critical spares &/or replacement-items under the custody of OIL.

c. Projection of replenishment-requirement of these spares & consumables and initiation of procurement process shall be the responsibility of the O&M Contractor.

Shortage / lack of any such item(s) shall be on O&M Contractor's account; penalty on O&M Contractor shall be imposed as per **Penalty Clauses** as per 5.0.

- ii) On some special circumstances / emergency situations for the purpose of trouble free, uninterrupted, safe and sound-industry-standard of plant operation, OIL may advise the O&M Contractor to procure any of the items.
- iii) On some occasions, OIL may ask the O&M Contractor for providing quotations from OEMs/ their franchisees / concerned vendors or any new vendors for items coming under OIL's scope of supply. O&M Contractor shall provide such quotation(s) or respond otherwise in writing within 7 days from OIL's written request for the same.

The O&M Contractor cannot and shall not decline to carry out the procurement process on behalf and on advice of OIL as per the clause no 2.0 and its sub clauses. Should the O&M Contractor fail to carry out the jobs under this clause and/or should there be any shortage / lack of spares, consumables and replacements etc. falling under the scope of the O&M Contractor to do the purchasing process and should there be any consequences there of like shutdown / malfunctioning / underperforming of CGGS Madhuban and FGS Chabua, Penalty on the O&M Contractor will be imposed as Penalty Clauses of 5.0.

#### C. O&M Contractor's scope of supply and provisioning of Consumables & Materials

The items under this clause are entirely under the scope of the O&M Contractor for carrying out the purchasing at their own cost, OIL will not reimburse for any such purchases. The bidders need to carefully incorporate in their bids the costs of consumables and other materials as described in this clause which will be a part of their monthly O&M bill-amount. But they cannot claim the cost of these consumables and materials from OIL.

Bidder's technical knowledge and experience in running engineering plants with pumps, motors, engines and other machinery need to be used meticulously for considering the consumption patterns and frequencies of procurements of items under this clause so that they can bid competitively.

- i) The O&M Contractor shall bear the cost on PPE for all of their employees to be deployed at CGGS Madhuban and FGS Chabua. The list of PPE shall include following minimum types of items:
  - a) SAFETY SHOE

h) EYE GOGGLE

- b) SAFETY HELMET
- c) DUNGAREE (OVERALL)
- d) GUM BOOT
- e) EAR PLUG
- f) HAND GLOVES (Normal operations)
- i) MASK
  - j) BREATHER
  - k) RAIN COAT
  - 1) APRON
  - m) JACKET

g) HAND GLOVES (High Temperatures & chemical usage)

OIL will check the brands / qualities of the PPE items at site prior to issue of the PPE items to the O&M Contractor's employees. The quality of the PPE shall have to be as per clause no 2.02 (x).

In case OIL finds any PPE items to be of inferior quality, torn &/or tattered the same shall not be allowed to be used by the O&M Contractor at the Production Gas Mine of CGGS Madhuban and FGS Chabua. As per manpower clause, persons without PPE shall not be allowed to work at CGGS Madhuban and FGS Chabua on any time of a day and corresponding **Penalty Clauses as per 5.0** on shortage of man power shall be imposed on the O&M Contractor. This penalty along with **Penalty** for non-processing or partial processing **as per 5.0** shall be imposed on the O&M Contractor in the event of impossibility of running the O&M of the plant at its full capacity on account of shortage of minimum numbers of man-power.

OIL will ensure PPE-wearing only at CGGS Madhuban and FGS, Chabua. PPE-wearing by O&M Contractor's employees is not required during entering (and so exiting) the gate of CGGS Madhuban and FGS Chabua.

The O&M Contractor shall also bear the cost on uniforms (two pairs for each employee) for all of their employees to be deployed at CGGS Madhuban and FGS Chabua.

- ii) OIL will provide POL items viz. HSD, engine oil, gear oil, grease, coolants, bearing-lubricants, distilled water etc. for normal day to day operation and routine maintenance jobs. If OIL runs out of stock of such items, OIL may advice the O&M contractor to procure such items and procurement cost of which will be reimbursed by OIL.
- iii) The O&M Contractor shall bear the cost on consumables required for general cleaning of the entire premises of the plant as per clause no 2.08 (vi) like phenyl, toilet cleaner, sanitizer, soap & powder, deodorants, naphthalene etc. and all cleaning tools like brushes, mops, broom, rakes, spades etc. and the Cost cannot be claimed from OIL.

The O&M Contractor shall also bear the cost on consumables like varieties of flowers and their plantations, tree plantations, plantation of grass etc. and all tools like dao, kodali, spades etc.required for general housekeeping, cleaning the inside and outside of CGGS Madhuban and FGS Chabua & gardening of the entire premises of the plants CGGS Madhuban and FGS Chabua including the outside periphery road, outside areas in front of the plant and the Cost cannot be claimed from OIL.

iv) The O&M Contractor will be required to hand over all Spare, Materials, tools, records, data to OIL or to the next O&M contractor after expiry of the O&M Contract.

# D. Execution of Day-to-day Routine/Break-down and Schedule maintenance and Corresponding penalties against non-execution of the maintenance jobs

- i) The O&M Contractor shall do all types of maintenance jobs on any type of equipment/instrument/machine/unit/facility of the plant including that of Chemical laboratory, irrespective of scope of provisioning of the spares, consumables and other materials required thereon at CGGS Madhuban and FGS Chabua.
- ii) The preventive maintenance schedule (monthly/quarterly/yearly) for all equipments & instruments, machines, sheds, roof & buildings (exterior and interior) would be O&M Contractor's responsibility.
- iii) Accordingly, the routine maintenance schedule (monthly/quarterly/yearly) for each and every item would be the O&M Contractor's responsibility.(Standard Schedules for each and every item to be provided along withthe BID).
- iv) Schedule of change of lube oil of the prime movers is at O&M Contractor's scope.
- v) The painting schedule of all the items inside the stations viz. equipments, instruments, building, structure etc. are in O&M Contractors scope. The O&M contractor will be required to carry out such painting jobs as per the schedule and as and when advised by OIL.
- vi) Report on Backlog of corrective maintenance shall be generated by O&M Contractor as an indicator of workload issues and effectiveness of preventive/predictive maintenance programs.
- vii)O&M Contractor will be given 30 days time from LOA of the O&M contract, during which the O&M Contractor can furnish a list of all non-functioning/malfunctioning/breakdown units of CGGS Madhuban and FGS Chabua. OIL will scrutinize the list and check within next 7 days and if found alright the remaining equipment/facilities/the capital items under 2.04/other units etc. will be under the O&M Contractor's scope for maintenance with immediate effect. If defects are found, OIL shall revive the non-functioning/malfunctioning/breakdown units. These non-functioning/malfunctioning/breakdown units as approved by OIL will also be under the O&M Contractor's scope for maintenance after reviving of the units by OIL and acknowledgment of the same by the O&M Contractor.
- viii) After initial communication and subsequent acknowledgement of the O&M Contractor in regards to maintenance as stated in the clause <u>2.0 and its sub clauses</u>, in case of malfunctioning or under-performing or breakdown of any units of the plant that takes place at any time during the currency of this O&M contract, the O&M Contractor needs to immediately report to OIL. The timings and type of reporting shall be as per reporting Clause no 2.17-2(v) of this contract.

In case the O&M Contractor's claims any fault as above to happen at a time just prior to OIL's inspection of the plant on that day, OIL shall investigate the performance history of the unit and all related reports/records/documents as already furnished till that day by the O&M Contractor. No new reports etc. shall be acceptable to OIL on that day. O&M Contractor's claim as above shall be judged as per findings based on already submitted reports etc. by O&M Contractor. The forthcoming Penalty Clauses under Clause no 5.0 shall be imposed on O&M Contractor if fault is found to start earlier.

ix) All day-to-day routine maintenance/servicing jobs and schedule/preventive maintenance jobs shall be carried out regularly by the O&M Contractor at their cost. The O&M Contractor shall carry out all operations and routine maintenance /servicing jobs and schedule/preventive maintenance jobs of the plant in the most regular, meticulous and diligent ways.

The O&M Contractor must be able to identify any problems, wear & tear in parts /components etc. of a bigger units/equipment etc. which if not replaced immediately is likely to cause trouble in the functioning. The O&M Contractor shall have to promptly replace such items and follow clause no 2.00 and its sub clauses in regards to items used/replaced. The O&M Contractor must eventually be able to avoid breakdown or malfunctioning of any equipment, facilities, and units of plant.

OIL may decide to go for additional maintenance jobs on any of the units/equipment/facility of CGGS Madhuban and FGS Chabua over & above the scheduled ones. The O&M Contractor shall have to carry out the same, spare for which shall be supplied by OIL from its inventory.

For all routine maintenances/servicing jobs, schedule/preventive maintenance jobs and also for forthcoming breakdown maintenances/major repairs etc., the O&M Contractor shall have to carry out all required workshop jobs like but not limited to jobs of various machining operations, milling, drilling, boring, reaming, grinding, lapping, press-fitting, assembling-disassembling etc. O&M Contractor may carry out these jobs in outside workshops also. Further the O&M Contractor shall have to be equipped with all required tools & tackles and other equipments. These include but not limited to items like wrenches, tongs, hammers, chisel, dies, all tools necessary for attending routine and breakdown maintenance of electrics, instrumentation and control system; temperature guns for enginetemperatures; hydraulic pullers of sufficient ratings, tripods & chain pulleys of required ratings.

All routine maintenance/servicing jobs and schedule/preventive maintenance jobs shall have to be properly documented/recorded and reported to OIL on real time basis. Absence of records &reporting to OIL, O&M Contractor's claim on doing the jobs will not hold good. Reports submitted at a later date shall not be accepted.

Should the O&M Contractor fail to start any jobs as above in professional manner and with full man-power strength as per man-power clause due to any reasons including but not limited to the reason of shortage/lack of spares, consumables and replacements falling under the scope of the O&M Contractor to do the

purchasing process, the O&M Contractor shall be fully responsible and accountable. Penalty will be imposed on the O&M Contractor as per any or all of **Penalty Clauses** 5.0 as the case may be.

Any one or more of these penalties shall be applicable irrespective of the O&M Contractor's above failure leads to or does not lead to malfunctioning, underperforming or shutdown/breakdown of any unit, equipment, facility of CGGS Madhuban and FGS Chabua. In the first case, subsequent Penalty clauses are liable to be imposed on the O&M Contractor.

The O&M Contractor's performance or the lack of it in doing routine operations and routine & schedule maintenance jobs shall be determined from O&M Contractor's already submitted reports/records/documents etc. and on the basis of quality of jobs done regarding all operation, servicing & maintenance jobs.

x) In case of breakdown or malfunctioning or under-performing of any equipments, the O&M Contractor needs to immediately report the same to OIL as per **Reporting Clause no 2.17-2 (v)** of this contract.

Simultaneously, the O&M Contractor must immediately start break-down maintenance jobs for restoring the unit at their cost and/or must replace any such break-down unit(s) within the shortest time avoiding interruption or underperformance of the plant.

Breakdown maintenance job as above shall be done with professional workmanship and continuously in all the shifts in all days without gap with skilled and adequate man-power strength. For that, the O&M Contractor shall arrange its maintenance gang as per Man-power clause no 3.0. Presence of Key personnel during the maintenance job will be as per Man-power clause 3.0.

Should the O&M Contractor fail to start immediate, continuous and professional maintenance jobs with full man-power strength as per Man-power clause due to any reasons including but not limited to the reason of non-availability or shortage of spares, other critical items and consumables falling under the scope of the O&M Contractor to do the purchasing process as per **clause no 2.00 and its sub clauses**, the O&M Contractor shall be fully responsible and accountable. Penalty will be imposed on the O&M Contractor as per **Penalty Clauses** as per 5.0.

xi) In regards to carrying out immediate, continuous and full-strength professional O&M operations as stated in the clause no **2.00 and its sub clauses**, O&M Contractor shall be fully responsible. Man power of O&M Contractor should be competent & sufficient for carrying out such jobs.

For the following 5 (five) specific Units of CGGS Madhuban & FGS Chabua, the O&M Contractor shall do all the necessary jobs to make arrangements with OEMs or their franchisees for AMC/on-the-call-services etc. .:

#### For CGGS Madhuban:

- 1) DCS(Emerson make)-01 No.
- 2) Hirel UPS system (2 Nos. X 45 KVA)

- 3) Ultrasonic flow meters (34 Nos. Daniel make & 1No. SICK make) & Gas Chromatgraph( 4 Nos., Daniel make)
- 4) Gas engine gen sets (906KVA-2 Nos., Caterpillar make) with auxiliary equipment viz., synchronizing panel, MCC panels, NGRs etc.
- 5) Air Compressor ZT-45 (2 Nos., Atlas copco make)

#### For FGS Chabua:

- 1) DCS(Emerson make)-01 No.
- 2) Hirel UPS system (2 Nos.X 40 KVA)
- 3) Ultrasonic flow meters (6 Nos., SICK make) & Gas Chromatgraph (1Nos., Daniel make)
- 4) Gas engine gen sets (619 KVA-2 Nos., Caterpillar make) with auxiliary equipment viz., synchronizing panel, MCC panels, NGRs etc.
- 5) Air Compressor ZT-37 (2 Nos., Atlas copco make)

The bidder shall give an undertaking as per **PROFORMA-II** along with the Technical bid that they shall arrange backup support for entire period/duration of contract, including Annual Maintenance Contract (AMC)/on-the-call service with OEMs for CGGS Mdhuban and FGS Chabua.

In these 5 (five) cases, the O&M Contractor must ensure the availability and ready supply of the service from the respective OEMs or their franchisees. In case of any events of breakdown/ un-functionality of any unit of the above list, the service must be available within 3 days from such an event.

The O&M Contractor must take all necessary arrangement to have pre-set tie-up with the above 5 OEMs or their franchisees. These tie-ups and related services shall be part of the contract. The bidders need to carefully incorporate in their bids the costs of AMC/on-the-call-services as described above which will be a part of their monthly O&M bill-amount. But they cannot claim separately the cost of these AMC/ on-the-call-services from OIL.

Other than the above 5(five) OEMs for CGGS Madhuban and FGS Chabua, requirement of OEM or their franchisees for Annual Maintenance Contracts (AMCs)/Warranties of their respective equipment shall be an issue of the O&M Contractor of their own. Any issues including financial ones regarding other OEM services does not come under the terms/provisions of this contract. In case, the O&M Contractor decides for bringing OEM or their franchisees for any job at CGGS Madhuban and FGS Chabua the same needs to be endorsed by OIL on back-to-back basis. But the primary responsibility for the O&M service shall entirely rest with the O&M Contractor and all penalties remain applicable on the O&M Contractor even if OIL endorses/permits the O&M Contractor's request for bringing services of the OEMs. Attributing any failure of the O&M Contractor on the OEM/franchisees or their service(s) shall not be acceptable. OIL's endorsement is only for allowing the O&M Contractor to employ the OEMs/franchisees on their behalf.

Contrarily if the O&M Contractor decides to send any equipment/unit etc. to OEM's workshop for maintenance, same needs to be endorsed by OIL. In such

cases stand-by arrangement shall have to be provided by the O&M Contractor without extra charge.

In case O&M Contractor fails to start immediate, continuous & full-strength professional O&M operations and should the corresponding delayed, discontinuous & poor execution of maintenance jobs results in shutdown of some operation, malfunctioning/under-performance of the plant, corresponding financial losses to OIL shall be recovered from O&M Contractor's monthly O&M bills as per Penalty Clauses as per 5.0.

- xii) If OIL finds the O&M Contractor's delay in starting required maintenance job detrimental to the plant or its operation, OIL shall carry out the job on its own but the financial implications in regards to cost of OIL's repair-activities will be recovered from monthly O&M bills as **Penalty Clauses** as per 5.0. OIL shall intimate the O&M Contractor prior to start of the jobs. This financial recovery shall be in addition to the **Penalty** as stated in clause nos.2.04D(xi)and the **Penalty** as stated in clause no 2.04D(xii). All these Penalties are liable to be imposed on the O&M Contractor.
- xiii) In the case the O&M Contractor has complied to clause no 2.04.D(xi) above and carried out breakdown maintenance-jobs accordingly but fails to restore/revive the breakdown or malfunctioning equipments, the O&M Contractor will submit the faulty unit to OIL along with all servicing & maintenance records of the particular equipment and records of used inventoried spare-parts or separately purchased spare-parts.

If the O&M Contractor's submitted documents are found to be in order and based on the already submitted documents if it is found that the O&M Contractor has put its best maintenance effort, OIL will purchase the replacement as a whole for the faulty item(s) as per clause no 2.04A

Otherwise, if the documents submitted by the O&M Contractor are found to be incorrect, penalties as per **Penalty Clauses as** per 5.0 shall be imposed on the O&M Contractor.

xiv) In case of breakdown of equipments and after its immediate reporting to OIL, if the O&M Contractor reports that the equipment - is beyond economic repair/lasted its expected self-life period/does not have any constituent serviceable spares to be changed &/or any scope of repairing/servicing etc. and so there is no scope of the O&M Contractor for maintenance of the item and OIL needs to replace the item as a whole, the O&M Contractor will submit the equipment to OIL.

OIL will investigate the O&M Contractor's claims and if these claims are found to be correct, OIL will purchase the replacement item(s) as a whole as per clause no 2.04A.

Otherwise, if the O&M Contractor's claims are found to be incorrect, as per OEM or standard technical literatures etc all the penalties as per **Penalty Clauses** of 5.0 shall be imposed on the O&M Contractor.

- xv) Any failure in operation or delay in execution of any specific operation due to shortage/lack of spares, consumables and replacements, the procurement-process of which are under OIL's scope, OIL shall be responsible,
- xvi) The O&M Contractor shall immediately communicate to OIL in writing about any other equipment/facilities etc. that may likely to get adversely affected due to OIL's failure as stated in clause nos of 2.04 with technical backing and justifications. Without the O&M Contractor's written communication, the O&M Contractor cannot and shall NOT attribute any other failure of equipment/facilities that may take place at a later time to OIL's failure as stated in clause nos 2.04
- xvii) After the O&M Contractor's communication as in clause nos 2.04D (xvi), OIL shall decide and communicate the O&M Contractor about further running of those equipment/facilities. Should any major breakdowns take place due to further running of such units, OIL shall be responsible.

#### E. Statutory aspects in regards to procurement of items & services

- i) All O&M jobs and related purchase of spares, consumables & materials (as per clause 2.000 and its sub clauses) and services etc from third parties or directly or indirectly through a tie-up or otherwise by the O&M Contractor shall be in strict accordance of relevant stipulations of Oil Mines Regulations and other safety norms in force as well as Oil Industry Safety Directorate (OISD) standards in vogue. The most stringent of provisions stipulated in latest editions/ amendments of Oil Mines Regulations & OISD shall be followed.
- ii) All spares, consumables and materials procured by the O&M Contractor as above (as per clause 2.00) for O&M of the plant shall have necessary certification of Govt. approved agencies and approval of such statutory bodies as stipulated vide provisions of Oil Mines Regulations, Indian Explosives Act, Central Electricity Authority regulations 2010, Petroleum Rules, etc. in force or byelaws / directives promulgated by Govt. circulars.
- iii) If electrical spare items (including, among others, those of Instrumentation & Control System) are required to be purchased by O&M Contractor (as per clause 2.00), these must have CMRI certification and DGMS approval obtained/arranged by the O&M Contractor.

In all the above 3 cases, the cost/expenses to be incurred by the O&M Contractor shall be deemed to be the O&M Contractor's procurement-expenses on behalf of OIL. OIL shall issue all necessary letters & guarantees and reimburse the O&M Contractor for its all procurement expenses on actual (as per clause 2.00) including that for required statutory charges/fees wherever applicable under the prevailing law to facilitate the process of obtaining such permissions/approvals/certificates/clearances.

#### 2.05- Day to day routine operation and maintenance job for Electrics of the plant

The scope of work of electrics under this contract starts from outgoing terminals of the generator synchronizing panel in its power plant shed and covers all that are required for operation and maintenance of all electrical drives/items & illumination of the plant as described under Description of Electrics at CGGS Madhuban and FGS Chabua (As the auxiliary MCC panels of GG sets and DG set are associated with respective gensets and supplied by the OEMs of gensets, these are kept under the purview of the OEMs/vendors of OEM. Spares and maintenance of these panels namely, synchronizing panel, MCC panels, DG control panel, NGR & NGR monitoring panel shall be clubbed with the AMC to be carried out with respective genset OEM/vendor.).

Spare supply, repair and maintenance jobs of all electrical equipments shall be governed by the forgoing clause no 2.00 and its sub clauses. All terms and conditions stated in clause no 2.00 and its sub clauses are applicable for all electrical equipment, machinery and facilities of the plant.

General guidelines on the required activities under the electrical maintenance and/or servicing jobs along with their required frequencies shall be as per OEM recommended maintenance schedules. All these activities shall be part of the routine electrical 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 the plant as per safe and sound industry practice.

OIL and/or the O&M Contractor - after consultation & consent from OIL - may include/change/modify any formats for electrical maintenance jobs at any point in time during the currency of the contract.

In case of failure of the O&M Contractor to do any of the electrical maintenance and servicing jobs as above penalty on the O&M Contractor will be imposed as per **Penalty Clauses of 5.0.** 

# 2.06- Day to day routine operation and maintenance job for Instrumentation of the plant

- i) Spare supply and repair, maintenance of all instrumentation equipments shall be governed by the same clause no 2.00 and its sub clauses. All terms and conditions stated in clause no 2.00 and its sub clauses are applicable for all instrumentation equipment and facilities of the plant.
- 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 each workstation at control room including backup of DCS, processors, PLCs shall be maintained by the O&M Contractor on regular basis.

- iv) 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.
- v) The contractor must also prepare Calibration Report formats and a schedule for calibration of all instruments such as gauges, transmitters, flow meters, Fire and Gas Detectors 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.
- vi) The Contractor must have minimum tools and tackles, test equipment such as Multimeter, Portable Pressure Calibrator, Temperature Bath, mA & mV source, HART and FF Hand held Calibrator etc for calibration and maintenance of all instruments and the same are to be kept available in the CGGS Madhuban and FGS Chabua premises. 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 CGGS Madhuban and FGS Chabua Instrumentation system, must be arranged by the Contractor of their own accord and kept in CGGS Madhuban and FGS Chabua.
- vii) 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.
- viii) 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 CGGS Madhuban and FGS Chabua as per safe & sound industry practice.
- ix) 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.
- x) 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 **Penalty Clauses of 5.0** 

#### 2.07- 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 CGGS Madhuban and FGS Chabua 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) Fire and Gas Detectors : As per approved schedule by M/s OIL

v) Any other instruments: : As and when required

#### NOTE:

OIL shall provide basic civil infrastructure for Instrumentation Laboratory inside CGGS Madhuban and FGS Chabua premises with a pilot air line in the Laboratory. All other test and measuring equipments, tools and tackles as mentioned in point 2.06 (vi) will be under the scope of Contractor.

#### 2.08- General Housekeeping and Upkeepment of the plant

Housekeeping of the entire installation (including Scrapper Trap Areas, Security barrack etc.) in totality including External Housekeeping, cleaning of internal and externals including Civil structures, grass cutting, gardening, watering the pots, vests and gardens, all type of house cleaning viz. carpet cleaning, window & door cleaning, floor cleaning including toilet & kitchen cleaning, etc. etc. shall be the responsibility of the O&M Contractor to keep it in the tip top environmentally safe condition.

External Housekeeping shall also cover the following:

- i. Cleaning & sweeping of external areas of plant site, outside periphery road and collection of garbage/waste including disposing it to the designated locations inside the plant premises.
- ii. Cutting and removal of all trees of various sizes & girth under the H.T lines inside plant premises.
- iii. Miscellaneous works like cleaning of storm water drains, tunnels &trenches etc. as and when required.
- iv. Deployment of dumpers/trucks for handling/disposal of the garbage, debris, trimming branches of trees etc.
- v. Cleaning of entire inside surface of fresh and fire water reservoirs manually by providing labour, tools and tackles, ladder/scaffolding, other devices etc. required

to remove completely the algae growth, silt deposits and greasy substances and dispose off the same to a designated location.

vii. Other labour oriented jobs on exigency to meet O&M requirement.

The O&M Contractor must always keep the entire plant; it's all equipment, facilities, buildings and sheds, premises and roads, footpaths, walkways etc. in highest level of cleanliness and aesthetic look. In this respect the O&M Contractor shall take up all necessary jobs including but not limited to the following:

- i) Cutting of grass/ jungle/reeds/creepers (on all vertical parts of all structures) etc. & removal and disposal of the same at OIL's designated places at distances of around a 10.0 km from CGGS Madhuban and FGS Chabua. Grass height at all around the plant must be maintained at maximum level (2 inches from ground).
- ii) Cleaning of top part/inside vertical parts/bottom part of all surface drains and the drains surrounding all building, shed barrack etc and disposal of the debris/sludge etc. at OIL's designated places at distances of around a 10 km from CGGS Madhuban and FGS Chabua.
  - All the drains need to be clean, devoid of any litter, trash, clogging etc. This job is in addition to cleaning of oily dirt etc. as per clause no.  $2.03 \times (2)$ .
- iii) O&M Contractor shall have to maintain all footpaths, CC mattress area, brick-soled area walking path around tanks in the tank dyke area etc in completely clean condition. These areas shall have to devoid any growth like algae or any other slippery organic, non-organic formation on them at all time during a year.
  - O&M Contractor shall have to carry out cleaning of road side-burns and sides of all surface drains of the entire plant. All road sides and drain sides shall have to be clean and free of any grass.
- iv) The O&M Contractor needs to maintain garden areas in the CGGS Madhuban and FGS Chabua entrance area, around administrative building, front areas of the control room, around vacant areas and along all the internal roads of CGGS Madhuban and FGS Chabua, outside front areas of the CGGS Madhuban and FGS Chabua.

The O&M Contractor shall have to plant not less than **6000 (4000 for CGGS Madhuban & 2000 for FGS Chabua) numbers** of flower-plants and/or decorative plants with flowers in each month in the garden area. The varieties of flowers shall be Dahlia/Salvia/Marigold/Aster/Pansy/Petunia/Chrysanthemum/Dianthus/Gladioli/Phlox/Cosmos etc. Preferably around equal numbers of the variety of the flowers are expected. All these activities shall be part of the routine plant maintenance jobs and are not exhaustive. The costs will be part of monthly O&M bill. The O&M contractor will not claim separately for such costs.

The O&M Contractor must engage person(s) for day time up-keepment and attending to the garden. This job of the O&M Contractor shall also include

arranging of required amount of cow-dung which is available within a radius of 1.0 to 2.0 Km from CGGS Madhuban and FGS Chabua.

- v) There shall not be any dry grass, shoots, tinder etc inside any part of the plant. There shall not be any garbage, dumping, trash in any part of the plant(both inside and outside of the plant). O&M Contractor shall keep the plant without littering in any part of the plant.
- vi) The O&M Contractor shall have to keep the two ground water reservoirs, other water storage facilities completely clean without any sorts of foreign materials on the water of the reservoirs/storage facilities. O&M Contractor should be able to keep the water in a very clean state so that the reservoir-bottoms are visible from surface for enhancing their aesthetic look.
- vii) All bathrooms, toilets, urinals etc must be maintained at highest level of cleanliness. The O&M Contractor must deploy sweepers regularly in that respect. There must be all time availability of all types of sanitary fittings, essentials and sanitary consumables at all these places.

In respect to above, any one or more of the 7 jobs shall be deemed to be incomplete in a month if deviation(s) from the specifications is/are observed at any part of the plant during any time of a month. Monthly O&M bill payment shall be deducted accordingly for non-completion of the O&M Contractor's job. This shall be deemed as **Penalty Clauses** as per 5.0

The deviation(s) from the specifications as above, if observed, shall be communicated immediately to the O&M Contractor by OIL. On prompt rectifications by the O&M Contractor within specific time period, penalty on the O&M Contractorshall NOT be levied. OIL expects good relationship with the O&M Contractor and also expects highly professional and positive attitudinal approach of the O&M Contractor for prompt response in rectifications of any faults / deviation from specs.

#### 2.09- Other Jobs and Services

i) <u>Dispatch of liquid hydrocarbon to nearby OCS/Tank Firm, OIL, Duliajan with</u> condensate dispatch pumps.

The O&M Contractor therefore shall have to keep the condensate DP units always in functional / operational state.

The O&M Contractor shall have to do all maintenances of the condensate DP units in safe ways following SOPs.

If the O&M Contractor fails to do O&M of the condensate DPs and/or put the condensate DPs in service as and when required, penalty will be imposed on the O&M Contractor as per **Penalty Clauses of 5.0.** 

# 2.10- New additional equipment, instrument, facility at CGGS/FGS during the period of contract

i) OIL may decide to incorporate new equipment, facilities, and instruments etc. at CGGS Madhuban and FGS Chabua for the sole purpose of better performance of the plant, for compliance of recommendations of any statutory bodies or audits etc. and for subsequent operational requirements with augmentation of existing capacity.

The O&M Contractor must carry out the additional operational processes for which there will not be extra man power burden on the O&M Contractor.

Any new equipment/facility/instrument commissioned as replacements in place of already existing ones shall NOT fall under this category. All such new items commissioned as replacements shall be part of the contract and all terms and conditions of this contract agreement shall remain applicable for the items newly commissioned as replacements. The old replaced items shall be out of the terms of the contract.

In addition, OIL may also supply electrical power to nearby OIL's installations from the existing power generating units available at CGGS Madhuban and FGS Chabua. Since there will not be any extra costs to the contractor, the Contractor shall not refuse to operate & maintain the power generating units.

- ii) Responsibility of maintenance of any new items referred as above shall be on the O&M Contractor and they cannot decline to take up maintenance jobs on any of such new items. Spares-supply for any new items irrespective of their costs will be under OIL's scope. Clause no 2.00 for OIL to advice the O&M Contractor to buy items on behalf of OIL will be applicable after 6(six) month's from installation of the new items.
- iii) Should the O&M Contractor hold that the new items as referred in clauses 2.10 (i) & (ii) above have no connection to operation of CGGS Madhuban and FGS Chabua and they decline to carry out both Operation and maintenance or any one of them, matter will be resolved by the managements of both the companies. But in that case also the O&M Contractor must start doing its O&M jobs on the new items and in NO case shall wait for settlement of the matter. If the decision of the managements goes in favor of the O&M Contractor, OIL will reimburse for their O&M jobs.

If O&M Contractor does NOT do O&M of new items which is found to be for O&M of CGGS Madhuban and FGS Chabua, penalty will be imposed on O&M Contractor as per **Penalty Clauses of 5.0.** 

Further, failure to carry out operation and maintenance on the new items will invite clause nos. of 2.00 and its sub clauses; hence additional Penalties will be imposed on the O&M Contractor.

#### 2.11- Plant Painting

The painting schedule of all the items inside the station viz. equipments, instruments, building, structures, tanks etc. are in O&M Contractors scope.

The O&M Contractor shall do painting of the entire existing plant of CGGS Madhuban and FGS Chabua once during the contract period prior to completion of 4 (Four) years of O&M from the date of LOA of the contract. Further, any new additions in the existing plant shall also NOT be under the scope of painting.

Application of paints and surface preparation prior to that for all steel structure of CGGS Madhuban and FGS Chabua shall be as per standard DIN-EN-ISO-12944 or any other applicable latest standards or any other applicable statutory acts/regulations. The O&M Contractor shall have to show OIL the surface preparation on any part prior to application of paints on the same. Application of paints should be made with the help spray-machines. The O&M Contractor shall have to do all that is necessary for safe execution of the painting job. All terms and condition under HSE clause 2.02 and man power clause 3.0 shall be applicable on all the personnel involved in the painting job.

If the O&M Contractor does not complete the painting job before the end of 3rd (third) year of O&M contract from the date of issue of LOA, 1.5% (one and half percent) from monthly bills along with prevailing loan-interest charged by RBI at the time of each month will be recovered from the O&M Contractor's next monthly O&M bills for the already elapsed 26(thirty six) months. The subsequent monthly O&M bills shall be released by deducting 1.5% (one and half percent) from the total amount of monthly O&M bills.

#### 2.12- Public Relation Jobs

- i) The O&M Contractor shall establish and maintain such relationship with Government, local authorities and with the public as shall be necessary or appropriate to assure that the Operations are conducted and carried out in the most effective way and to the best advantages of OIL.
- ii) O&M Contractor shall resolve issues related to the operations of CGGS Madhuban and FGS Chabua (excluding the force majeure conditions) whichotherwise may significantly affect the operations of the plant; and perform all other acts of similar nature necessary or in proper connection herewith; and any court appearance pertaining to matters relating to the Contract.
- iii) The O&M Contractor will have to do everything that is necessary including but not limited to jobs like liaising with all concerned government departments, civil administration, law-enforcing agencies etc for keeping all O&M operations of CGGS Madhuban and FGS Chabua normal during any public protest, picketing, "bandh" call etc. Such public protest, picketing, "bandh" call etc. may be in general or specifically against M/s OIL. In any case, the O&M Contractor shall be responsible and accountable for smooth, uninterrupted and trouble-free O&M jobs of CGGS Madhuban and FGS Chabua. The O&M Contractor cannot and shall not attribute any disruption of normal O&M jobs of CGGS Madhuban and FGS Chabua on account of the above reasons to Force Majeure or to OIL.

#### 2.13- O&M jobs not specifically mentioned in foregoing clauses

**WORKMANSHIP:** The workmanship shall be one of best class achievable in the industry and acceptable to the OIL Engineer–in–Charge. Rectification on account of poor workmanship shall be done by the O&M Contractor to the satisfaction of Engineer. During inspection, because of poor workmanship, if an area is not found to the satisfaction of the OIL Engineer–in–Charge, he may deduct a suitable amount from the bill of the O&M Contractor.

INSPECTION & CHECK: All the works is subject to the inspection of the OIL Engineer—in –Charge. The work shall be carried out in a manner, acceptable to the Engineer. The O&M Contractor shall rectify any shortcoming pointed out by the Engineer or his authorized representative.

The O&M Contractor shall be responsible for handling and solving local problems and disputes.

EQUIPMENT & MATERIAL TO BE USED IN WORK: The O&M Contractor shall arrange the following items at his own cost for carrying out the job.

- a. Safety gear to be used by workers such as helmets, face / dust masks, hand gloves, gumboot, tie-ropes, spades, axes, gamla, hard broom, wire brush etc.
- b. General and special Tools & tackles required for this job.
- c. Dumpers / Trucks as and when required including cost of diesel, driver etc.

Care for environment protection as per standard practice and regulations during operation and maintenance of the plant is O&M Contractor's responsibility. The bidder should be well aware of the Environmental Regulation Acts and comply to the requirement fully.

During the currency of the contract, Mines Manager or Installation Manager may give the O&M Contractor any written advice for conducting any work or providing any service coming under the scope of O&M of the plant.

#### 2.14- General guidelines to the O&M Contractor for carrying out O&M jobs

- i) After completion of the period of currency of O&M, the plant shall be handed over to OIL in sound health & good maintainable order. OIL at its discretion may consider extension/renewal of the Operation & Maintenance arrangement, thereafter, with the same party or otherwise, as deemed fit. At the end of the contract or any extended contract period, OIL shall decide on independent inventory audit of the entire plant.
- ii) O&M Contractor shall not, without prior written consent of OIL, disclose the Contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information about the plant or in connection therewith, to any

person, organization or agency. This obligation of the O&M Contractor shall be in force even after termination of the Contract.

iii) O&M Contractor shall not, without prior written consent of OIL, make use of any document or information except for purposes of performing O&M. This obligation of the O&M Contractor shall be in force even after termination of the Contract.

#### 2.15- Power and duties of OIL

For smooth and trouble free operation and maintenance of CGGS Madhuban and FGS Chabua, OIL will have some administrative and operational power. Further, OIL will have some duties to perform and assistance to provide to the O&M Contractor.

#### 2.16- Reports/Records/Documents/Write-ups to be submitted to OIL

- i) The O&M Contractor within 30 days of LOA of the contract must develop a Safe Operating Procedure (SOP) including reporting formats and such on-line and off-line records as may be generated by Plant Instrumentation & Control system as well as checklists & schedule of routine and periodic activities for operation and maintenance of the plant as per sound practices adopted in upstream hydrocarbon industries. Such SOP shall be duly approved by the Company and be strictly adhered to by the O&M Contractor for operation & maintenance of the plant.
- ii) The Company shall also reserve the right to inspect / review the Plant as well as its SOP by itself or its representatives or audit / statutory bodies and demand compliance of recommendations thereof in a particular timeframe. Such compliance jobs from the O&M Contractor as above may entail changes in the SOPs already approved by OIL and these changes will be incorporated in a revised SOP which needs to be adhered to thereafter. In general OIL is not likely to revise once-approved SOPs but there is no limit to number of revisions/amendments to any SOPs.

The O&M Contractor has to update and timely submit all HSE related reports / records etc to OIL. The report-formats will be as per prevalent ones in OIL and/or as suggested by statutory bodies and as per prevailing laws.

- iii) In case of conflict /contradiction arising out of SOPs, contract clauses will prevail. SOPs are made within the purview and after the commencement of the contract.
- iv) The O&M Contractor shall establish & maintain such books, records and accounts as are required by the contract like but not limited to reports of laboratory tests for gas samples, water samples etc. In addition to the reporting formats as in the SOPs, the O&M Contractor shall have to furnish all such additional books, records, accounts, data & information pertaining to the operation & maintenance of the plant as may be required and specified by OIL from time to time.

- v) The O&M Contractor shall maintain and submit reports, log sheets, checklists etc. of all routine and all periodic maintenance and operational activities including those of statutory nature. The O&M Contractor shall have to report to OIL immediately about any fault / disorder / abnormality found / identified / anticipated on any unit of the plant.
  - O&M Contractor shall also submit all testing report of equipment / machinery / unit etc. of the plant and also submit observations of the tests and any corrective actions required / taken in a separate hard bound book meant for these test reports.
- vi) The O&M Contractor shall generate reports for day-to-day operation and maintenance in the prescribed formats, report of cleaning and up-keepment of the entire plant, operational problems and their handling without disturbing general operation of CGGS Madhuban and FGS Chabua.
- vii) The O&M Contractor shall carry out all safety audits at required frequency and duration and generate reports including but not limited to Tool Box Meeting, Fortnightly Pit Level Safety Meeting, Monthly Safety Meeting, Monthly Fire Drill, Near Miss Incident etc.
  - The O&M Contractor shall have to promptly report to OIL about likelihood of any unsafe working environment / condition at CGGS Madhuban and FGS Chabua as identified by them anytime or under Plant General Inspection.
- viii) The O&M Contractor shall also furnish all monthly reports including that of inventory or stock position of all spares & consumables stocked by the O&M Contractor, usage of spare items from inventory on real time basis, monthly consumption report of lube oil, HSD, chemicals, electricity, steam etc. A list of such stock will be submitted to OIL in the monthly statement to be submitted by the third day of each month.
- ix) The O&M Contractor shall furnish all other reports at different intervals like half yearly reports, quarterly report on status of various equipment and facilities including civil infrastructure, sheds & buildings, roads and yards, landscaping and green belts, electric and illumination and the maintenance thereof.
- x) Report on Backlog of corrective maintenance shall be generated by O&M O&M Contractor as an indicator of workload issues and effectiveness of preventive/predictive maintenance programs.
- xi) Safety record generation by O&M Contractor. Commonly tracked either by number of loss-of-time incidents or total number of reportable incidents.
- xii) Energy use reports as a key indicator of equipment performance, level of efficiency achieved, and possible degradation.

#### 2.17- Daily Information and reports

# 2.17-1. O&M Contractor - in conjunction with and as mentioned in some of the foregoing clauses - shall maintain and furnish the following data, information and reports on a daily basis

- i) Daily report which shall cover all activities during the period starting from 6AM of the day to 6AM of the consecutive day in OIL's format. The daily report for a particular day should be ready by 7AM of the consecutive day and will be communicated to OIL's Production (oil) office over telephone every morning before 7:30 AM by the Chief Plant Manager or his authorized representative.
- ii) All routine & schedule/ preventive maintenance jobs carried out at different intervals.
- iii) Any deviations / abnormalities in any aspects of O&M matter need to be documented separately and reported in writing to IM or his representative at the earliest.
- iv) Daily reports of all maintenance works carried out on a day must be given in a consolidated single report.
- v) Daily electrical consumption report as per format to be provided by OIL.
- vi) Daily attendance sheet of all O&M Contractor's employees in Form-E

# 2.17-2. The O&M Contractor shall generate and submit the following reports as and when required

- i) Reports on any emergency shutdown of operation including the details of failure, action taken and remedial action to prevent repetition of similar shut down in future and the effect of such shut down in overall Plant operation. A chronology of such operation should be maintained. A report shall also be provided when the normal operation is resumed.
- ii) All accident reports as per statutory guidelines including but not limited to leakage or failure, oil spills, fire, structural failures, explosion, sabotage, accident reports involving loss of property or life, strikes or O&M Contractors affecting operations. These accident reports shall be complete with detail of accident investigation, reasons leading to accidents, other related findings, and shortcomings on any quarter, remedial steps necessary to avoid recurrence of such accidents etc.
- iii) Accident reports must be generated within 6.0 (six) hours from such occurrence which will be sent to the statutory bodies like Director General of Mines Safety, Oil Industry Safety Directorate, as the case may be by OIL. If accidents occur after working-hours of a day, report must be ready by 7:00 am of the next day. In all cases of accidents the O&M Contractor must report

verbally (over phone as the case may be) to the Installation Manager immediately after the occurrence of the accidents.

- iv) Immediate reports on any emergency situations as per Disaster Management Plan.
- V) Report of malfunctioning or under-performing or breakdown of any units of the plant that takes place at any time during the currency of this O&M contract. All complaints / reports of malfunctioning or under-performing or breakdown of any units of the plant will be entered in a log book with date and time of lodging of complaint / report and thereafter the date and time of attending the complaint with details of repairs done to restore the unit / equipment / instrument / machine etc.

In case of any incident as above occurs during normal working hours (of a working day, same needs to be communicated immediately verbally (in person or over phone) and in writing to IM, OIL.

In case the incident occurs beyond normal working hours or in days OIL's officers are unavailable at the plant, verbal reporting needs to be immediately given to IM,OIL by phone and its written report needs to be given **by 8:00am** of the next working day.

#### 2.17-3. Report submission / reporting ways

All requirements (procedures, monitoring, analysis and record keeping etc.) for an ISO/ISRS installation will be maintained and carried out by the O&M Contractor.

- a) All report generation and reporting shall be in specified OIL approved Performa. Reports shall be inclusive of Environmental record Tracking/Monitoring of discharge levels (air and water) and noncompliance situations. Reports shall include Quarterly Reports to DGMS also or any other essential report not spelt out here.
- b) The O&M Contractor shall maintain all necessary documentation and records such as log sheets, charts, performance registers, inventory registers, equipment history, laboratory test reports, daily, weekly, monthly, performance reports, chemicals and reagents consumption reports. These documents shall be developed in consultation with OIL. Relevant important data shall be computerized for easy scrutiny of various parameters as well as given in graphical form wherever possible to facilitate monitoring of the performance on a monthly basis by first week of every month.
- c) The daily report, weekly report, monthly report & annual reports in triplicate are to be issued. Clearly showing the daily consumption chemical rate, cumulative chemical consumption/spares details with tabular & graphical representation, preventive maintenance & breakdown maintenance details, deviations from the design value, online instrument status etc. as decided by the Engineer-In-charge.

d) The O&M Contractor shall maintain accounts for receipt, consumption and inventory of all chemicals, spares and consumables.

### Various aspects in submitting reports / records etc. to OIL by the O&M Contractor are:

- a) All records / reports are to be submitted to OIL at stipulated frequencies in both hard copies and in soft format vide electronic mails with OIL's confirmation of mail-receipt. List of email ids shall be provided to the O&M Contractor.
- b) All hard copies of reports / records etc. must be countersigned by all concerned persons of the O&M Contractor. O&M Contractor shall have to submit some of the soft copies of reports / records etc. as would be advised by OIL in editable format (for OIL's requirement of using the data) with OIL acknowledging the receipt of corresponding hard copies.
- c) Reports / records etc. in both forms are to be submitted during normal working hours (07:00am to 03:00pm) of a working day.
- d) In case OIL's officers are unavailable at the plant, reports / records etc. in both forms need to be submitted by 8:00am of the next working day.
- e) Hard copies of reports/records etc. must be well maintained / stored by O&M Contractor.

OIL will have separate storing facilities for all hard copies of reports / records etc to be submitted by the O&M Contractor at Administrative office under Installation Manager.

# 2.17-4. Access to operations and Rights to Inspection & Information from the O&M Contractor.

OIL in consultation with authorized representative of the O&M Contractor shall at any point of time of the operations may:

- i) Inspect all records, data generated from studies, files and other information kept by the O&M Contractor.
- ii) Have copies made of all data or information including lab analysis & charts.
- iii) Request and receive from the O&M Contractor statements or status where reasonable as desired by OIL for any job pertaining to operation and maintenance.

#### 2.17-5. Reports to Statutory bodies and approvals

The O&M Contractor will prepare and submit all HSE related reports / records etc. to the statutory bodies and also to OIL required under various Acts, Regulations and guidelines issued by such bodies as and when required.

#### 3.0- Man power Clause

i) The total man power required for complete operation and maintenance of the stations should be provided by the O&M Contractor for which separate organization charts (function wise) showing qualifications of the persons to be provided along with the BID as per PROFORMA-I. PROFORMA-I (PART-**I,II,III)** shows the minimum numbers of personnel to be deployed at all the time but not limited to, the O&M Contractor shall have to provide adequate skilled and experienced staff capable for operation and maintenance of the stations. This shall include experienced staff under a chief plant manager. However, all the employees who were engaged by the previous Contractor in the operation and maintenance of the plants and who wish to remain in service shall preferably be engaged by the new O&M Contractor. For this purpose, the valid list of employees (engaged by the previous O&M Contractor)is/are to be considered as per OIL approved Form B (register of employees as per Oil Mines Regulations) only. This is required considering their experience and familiarities with the plant and machineries/equipments, relevant applicable statutes/acts/regulations. However the designations of the previous employees who wish to continue in service under the current contract will be as per qualification/experience guidelines detailed in this contract only, notwithstanding the earlier designation assigned to them.

During the period of the contract, the O&M contractor shall have to take the ownership of the manpower deployed at CGGS Madhuban and FGS Chabua. Company (OIL) shall have no responsibility or liability in this regard. Managing the manpower through third party or subcontracting will not be allowed. All the persons deployed by O&M Contractor have to be as per agreed organization chart. The experience of the persons has to be certified by the Engineer-In-Charge.

ii) The O&M Contractorshall guarantee that minimum number of personnel per shift shall be deployed strictly as per the agreed organization chart as per **PROFORMA-I (PART-I, PART-II and PART-III)** and there shall not be any deviation from that under any circumstances. OIL may terminate the contract in case the O&M Contractor deviates from above.

For O&M of **FGS Chabua under option–I (for full operating conditions),** the O&M Contractor shall have to deploy minimum manpower as per **PROFORMA-I (PART-II)** only.

For O&M of **FGS Chabua under option–II (for minimum operating conditions)**, the O&M Contractor shall have to deploy minimum manpower as per **PROFORMA-I (PART-III)** only.

PROFORMA-I (PART-I, PART-II and PART-III) shows the minimum number of personnel to be deployed by the O&M Contractor, but this is not

limited; the O&M Contractor shall have to deploy additional number of manpower depending on the job requirement to carry out day to day O&M activities.

Failure to engage minimum manpower as per **PROFORMA-I (PART-II)** and **PART-III)** after intimation from OIL will attract penalty as per penalty clauses 5.0

- All personnel to be deployed in different streams of work must have sound health, requisite qualifications, adequate experience in their respective fields as well as requisite competency as stipulated vide Indian Mines Act, Oil Mines Regulations & other by-laws, statutes, regulations & norms in force. The O&M Contractor must warrant that all their employees shall perform the work correctly and efficiently and must ensure that such personnel observe all applicable statutory norms and safety requirement of OIL. All the personnel selected by the O&M Contractor must meet/fulfill the requisite qualifications and experiences given in this "Manpower Clause 3.0".
- iv) O&M Contractor shall submit all documents, Bio-data / Qualification / Experience-details / Credential/ Competence Level / Eligibility Certificates / Police Verifications / IME reports etc. and other relevant data of any prospective appointments to be deployed at CGGS Madhuban and FGS Chabua. Such personnel must not have any pending case against them in court of law / any pending police case or FIR against them. Any of the employees officers or work staff can work at CGGS Madhuban and FGS Chabua only after approval of OIL for such employees. If not approved by OIL, O&M Contractor cannot employ any of its employees at CGGS Madhuban and FGS Chabua. In regards to selection process of the O&M Contractor for their potential employees to be deployed at CGGS Madhuban and FGS Chabua, OIL shall not have any role or say. However, for approval of personnel selected by the O&M Contractor, OIL will conduct interview to assess suitability.

The cost - if any - on providing all the above initial documents / reports etc. (including but not limited to Initial Medical Examinations, IME) at the beginning of deployment of each prospective employee shall be responsibility of the O&M Contractor.

The initial documents to be provided to OIL shall be applicable for any new/ fresh employee to be deployed or any earlier CGGS Madhuban and FGS Chabua employee to be re-deployed at CGGS Madhuban and FGS Chabua at any time during the currency of the contract.

Further, the O&M Contractor shall be responsible for carrying out Periodic Medical Examination (PME) and providing OIL with PME reports and other statutory reports of the employees at CGGS Madhuban and FGS Chabua as and when required as per statutory/regulatory acts and guidelines.

v) Even after initial deployment, if at a later stage OIL finds any personnel of the O&M Contractor to be unsuitable / undesirable to OIL and communicates to the O&M Contractor in writing, the O&M Contractor shall remove such

personnel immediately from working at CGGS Madhuban and FGS Chabua. In this case, the O&M Contractor - entirely on their expense - shall promptly replace such personnel with alternative personnel acceptable to OIL.

- vi) If O&M Contractor wants to change any of their personnel deployed at CGGS Madhuban and FGS Chabua at any time, replacement for such employee(s) will be required in advance and prior approval from OIL for such replacement will be required. New recruitment shall take over the responsibility after adequate training and familiarization prior to release of concerned persons. For new recruits, clauses 3.0 (i), (ii) & (iii) will be applicable.
- vii) O&M Contractor shall be solely responsible throughout the period of the Contract for ensuring that all the O&M Contractor's employees have requisite statutory trainings like but not limited to Fire Fighting Training as per OMR /OISD-116, MVT, First Aid, Gas Testing etc. This is in conjunction with the clause no 2.02 (ix) about safety rules & regulations.

The O&M Contractor must maintain its training-matrix records of its all employees and keep it updated at all times.

Absence of any requisite statutory trainings including but not limited to the above for any employee shall render that employee un-employable at CGGS Madhuban and FGS Chabua and clause no 3.0 (iii) above will be applicable.

OIL will provide the above mentioned trainings to all employees of the O&M Contractor free of cost. But such training can be imparted to O&M Contractor's personnel at OIL only during periods when OIL conducts these trainings and subject to availability of seats.

- viii) The Chief Plant Manager of CGGS Madhuban and FGS Chabua appointed by the O&M Contractor shall be fluent in English and local Language (both writing and speaking).
- O&M Contractor shall engage Manpower required for the Operations and maintenance and determine their numbers in all concerned categories of employees (Shift engineers, maintenance engineers, shift supervisors, maintenance gang supervisors, competent and/or skilled work personnel and workers). Selection, hours of labour and compensation shall be as per the provisions of Mines act and other applicable laws, by-laws, regulations, Acts etc. O&M Contractor can and shall obtain when appropriate occasional or part time service of experts, seconded employees for operational requirement or for having some operational advantage in O&M Contractor's performance. But OIL's approval for such employee's deployment at CGGS Madhuban and FGS Chabua needs to be taken beforehand.
- X) A general guideline about deployment of **minimum number of employees** under different category / shifts is given below:
  - a) There must be minimum 3(three) shifts of 8 hours each with one reliever shift as per **PROFORMA-I**.

- b) In each shift **minimum number of persons** as per **PROFORMA-I** shall have to be deployed.
- c) General shift shall comprise the minimum numbers of Key Personnel as per PROFORMA-I.

Normal duration of General shift as well as shift duty duration will be same as OIL's timings. But all engineers shall be available for 24 hours and all or anyone of them must be available at worksite as per requirement &/or as per advice of OIL in regards to any O&M work. If OIL decides that presence of all or anyone of them is necessary for safe, uninterrupted and full-capacity performances of all O&M jobs of the plant at any time beyond general shift on any days, person(s) must attend duty at site. Here decision of the necessity of the person's presence is solely OIL's and O&M Contractor has to abide by that decision.

Xi) The **minimum number of persons** - as in clause no 3.0 (x) above - shall not decrease on any reason. Shift to shift change over needs to be maintained and any person working on preceding shift cannot leave the plant unless his corresponding reliever of the next shift relieves him of his duty. This is applicable to officers and workmen alike and applicable in case of maintenance gang shift change-over between morning and second shifts. **For breakdown maintenance** the O&M Contractor shall arrange its maintenance gang during night shifts also. However, in all cases, O&M Contractor needs to plan their work personnel in such a way that no employee must work more than 1 shift at any point of time except under emergency situations and with prior approval from the Installation Manager.

The O&M Contractor will submit a list of engaged manpower and their deployment pattern including any change in the manpower/ deployment pattern during the tenure of contract period. The deployment pattern should meet the statutory requirement as per Mines act and other Government Laws, statutory by-laws and Acts etc. O&M Contractor shall provide the Installation Manager, OIL with roster/ deployment pattern of all its employees on a monthly basis in the first three days of the month. O&M Contractor shall furnish actual attendance of a day to the Installation Manager or to his representative on the next working day. Failure to provide daily attendance sheet to OIL shall invite **Penalty on the O&M Contractor** as per 5.0.

xii) O&M Contractor will intimate the Installation Manager, in writing, if any deviation particularly in the numbers of respective category of employees (Shift engineers, maintenance gang engineers, shift supervisors, maintenance gang supervisor, competent and/or skilled work personnel and workers) takes place in any shift on a day on the next working day. O&M Contractor will highlight on their daily attendance given to the IM, if any employee had to work for 2 shifts consecutively as per the clause no 3.0 (xi) above. All applicable benefits like OT, rest/off Day(s) etc. need to be granted to such employees.

- xiii) The O&M Contractor, before starting the work shall obtain a license from concerned authorities under the Contract Labour (Abolition and Regulation) Act 1970, and furnish a copy of the same to the Company. O&M Contractor shall also be responsible for its validity and renewal and for complying with provisions of all applicable Act, Rules and Regulation in force at the locations of the site.
- Xiv) The O&M Contractor shall be solely responsible throughout the period of the Contract for providing all requirements of their personnel, including but not limited to their insurance, housing, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities, termination payment and taxes etc. as per best industry practice and in accordance with accepted International oilfield practices. There must not be any violation of applicable acts/laws/regulations like payment of wages act, payment of bonus act, contract labour act pension scheme, employees provident fund, minimum wages act etc. etc. or any act/rules/regulations framed thereafter of these acts/rules/regulations etc. . All these benefits are at no charge to OIL.
- XV) OIL will not provide any canteen service other than the place / structure / shed / change-room etc. only for the purpose of eating meal &/or changing stained clothes etc. shall be provided by OIL.
- XVi) For all employees of the O&M Contractor in any shifts, meal time shall be of half an hour included within 8(eight) hours of shifts. Twelve(12) hours of shift dutypattern will not be allowed considering safety hazards in the plant. Other than general shift employees, all other employees shall avail this half-hour break in staggered manner. In no case, the O&M Contractor can claim shortage of man power at any time of a day by more than 1 person on account of lunch / Tiffin break etc.

Any shortage of man-power below the minimum number of employees as stated in above clauses due to any reason(s) under any clauses as above or any other reasons of the O&M Contractor shall be penalized under **Penalty Clauses** as per 5.0.

Daily attendance of general shift employees of the Contractor (including shift duty rosters) will have to be countersigned by OIL's representative/Installation Manager. Also, all shift duty roasters will have to be countersigned by the OIL's representative/Installation Manager. Further O&M Contractor's failure to submit daily attendance of O&M Contractor's employee to OIL's representative/Installation Manager or to his representative within 15 minutes of start of general shift duty on daily basis shall also invite **Penalty** as per 5.0.

#### 3.01- Job requirement and qualification of the Key Personnel for new recruits

#### i) Chief Plant Manager:

#### a) For CGGS Madhuban

The incumbent shall be an Engineering Graduate in Mechanical / Instrumentation/Electrical/Chemical discipline from a Govt. recognized institute with minimum five (05) years of experience in the operation and maintenance of Oil & Gas Production installations/gas gathering installations. The person shall have overall responsibilities for safe & environmentally friendly operation & maintenance and administrative activities of the plants and establishment. The person shall be fully conversant with all the operation and maintenance activities of Gas Gathering installations/oil and gas production installations including hazardous oil and gas processing, different pumps/ motors, water treatment plant, electrical systems, various control loops of the processing, experience in execution of Control & Instrumentation and in the operation and maintenance of SCADA/ DCS system in a continuous process plant, preferably in operation and maintenance of Oil & Gas Production installations. 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 V- SAT communication system etc. computer operation. He should be confident in independently carrying out fault finding analysis, rectification of fault, operation and routine / planned / breakdown maintenance of all the electrical equipment / items of the plant including the air conditioners etc. Additionally, he must have adequate experience and managerial skill to lead a multidisciplinary team to carry out day to day jobs. The person shall also be conversant with Oil & Gas Mines Safety Rules & Regulations and shall be in constant touch with Company representative.

The Chief Plant Manager shall normally attend general shift duty but shall be available for 24 hours. The Chief Plant Manager will be overall in charge for safe O&M activities (including submission of all kinds of reports to IM) of the plant under the installation manager (IM). Though the O&M Contractor-company is accountable for any shortcoming in safe O&M operations, the shift-in-charge will also be individually answerable to OIL. The Chief Plant Manager shall report to Installation Manager.

#### b) For FGS Chabua

The incumbent shall be an Engineering Graduate in Mechanical / Instrumentation / Electrical/Chemical discipline from a Govt. recognized institute with minimum five (05) years of experience in the operation and of Oil & Gas Production installations/gas installations/gas well production set up. Alternately the person may be a P-C-M science graduate with Jr. Engineer(Mechanical/Electrical/Instrumentation) certificate holder from a Govt. recognized institute and having at least 10years experience in operation of Oil & Gas Production installations/gas gathering installations /gas well production set up. The person shall have overall responsibilities for safe & environmentally friendly operation & maintenance and administrative activities of the plants and establishment. The person shall be fully conversant with all the operation and maintenance activities of Gas Gathering installations including hazardous oil and gas processing, different pumps/ motors, water treatment plant, electrical systems, various control loops of the

processing, experience in execution of Control & Instrumentation and in the operation and maintenance of SCADA/ DCS system in a continuous process plant, preferably in operation and maintenance of Oil & Gas Production installations. 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 V- SAT communication system etc. computer operation. He should be confident in independently carrying out fault finding analysis, rectification of fault, operation and routine / planned / breakdown maintenance of all the electrical equipment / items of the plant including the air conditioners etc. Additionally, he must have adequate experience and managerial skill to lead a multidisciplinary team to carry out day to day jobs. The person shall also be conversant with Oil & Gas Mines Safety Rules & Regulations and shall be in constant touch with Company representative.

The Chief Plant Manager shall normally attend general shift duty but shall be available for 24 hours. The Chief Plant Manager will be overall in charge for safe O&M activities (including submission of all kinds of reports to IM) of the plant under the installation manager. Though the O&M Contractor-company is accountable for any shortcoming in safe O&M operations, the shift-in-charge will also be individually answerable to OIL. The Chief Plant Manager shall report to Installation Manager.

#### ii) Mechanical Manager

Mechanical Manger must have Degree in Mechanical Engineering from a Govt. recognized institute with minimum 3years' experience in operation and maintenance of Oil & Gas Production installations/gas gathering installations. The incumbent should be dynamic and have managerial skill to plan ahead and lead a team of experienced persons for carrying out day to day jobs operation and maintenance. The person shall have overall responsibilities for safe & environment friendly operation & maintenance of all Mechanical equipment / items of the plant. He should be confident in independently carrying out fault finding analysis, rectification of fault, operation and routine / planned / breakdown maintenance of all the Mechanical equipment / items of the plant.

The Mechanical Manger should be conversant with all statutory rules and regulations such as Indian Oil Mines Regulations (1984), Mines Act, Mines Rules, and various directives, rules and regulations of Statutory bodies like DGMS (India), OISD etc. He shall, with the help of his team, shall keep and maintain all statutory Mechanical records of the plant.

The Mechanical manager shall be the overall in-charge and coordinator of all maintenance activities and shall be responsible for overall plant mechanical units including record keeping. He shall, with the help of his team, shall keep and maintain all statutory mechanical records of the plant. Apart from the usual mechanical units like pumps / engines / compressor etc, the person shall be conversant with all the operation and maintenance activities of CGGS Madhuban and FGS Chabua related to hazardous hydrocarbon liquid and gas

processing, water treatment plant, fire fighting system etc. The person shall be in constant touch with Company representative.

The Mechanical manager shall normally attend general shift duty but shall be available for 24 hours. Additionally, he must assist the the Plant Manager in every possible way to run the plant smoothly, including the administrative, HSE (including records & reports) activities of the plants and establishment. This person shall report to Chief Plant Manager and Installation Manager.

#### iii) Instrumentation manager

The Instrumentation manager shall be the overall in-charge and coordinator of all maintenance activities of the control and instrumentation systems and DCS/ SCADA jobs of CGGS/FGS. The person shall have to take the responsibility of planning and execution of Routine, Scheduled/Preventive and Breakdown maintenance and inventory of spares and consumables.

He shall be Engineering degree holder in Instrumentation or Electronics or Electronics & Telecommunication from a Govt. recognized institute and must have a minimum of 3 years experience in execution of Control & Instrumentation and in the operation and maintenance of SCADA/ DCS system in a continuous process plant, preferably in operation and maintenance of Oil & Gas Production installations. 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 V- SAT communication system etc. He shall, with the help of his team, shall keep and maintain all statutory Instrumentation records of the plant.

The Instrumentation Manager shall normally attend general shift duty but shall be available for 24 hours. Additionally, he must assist the Plant Manager in every possible way to run the plant smoothly, including the administrative, HSE (including records & reports) activities of the plants and establishment. This person shall report to Chief Plant Manager and Installation Manager.

#### iv) Electrical manager

Electrical Manager must have Degree in Electrical Engineering from a Govt. recognized institute with minimum 3years experience in Oil & Gas Production installations/gas gathering installations. The incumbent should be dynamic and have managerial skill to plan ahead and lead a team of experienced persons for carrying out day to day jobs operation and maintenance. The person shall be the overall in charge and co coordinator for safe & environment friendly operation & maintenance of all electrical equipment / items of the plant. He should be confident in independently carrying out fault finding analysis, rectification of fault, operation and routine / planned / breakdown maintenance of all the electrical equipment / items of the plant including the air conditioners.

He must possess valid Electrical Supervisor's Certificate of Competency [minimum parts I, II, III, IV & VI and preferably Part VIII-Mining Installations]

issued by State Licensing Board, Assam or equivalent authority. The Electrical Engineer should be conversant with all statutory rules and regulations such as Indian Oil Mines Regulations (1984), Central Electricity Authority Regulations (2010), Mines Act, Mines Rules, Indian Electricity Act and various directives, rules and regulations of Statutory bodies like DGMS (India), OISD etc.

The electrical manager shall be responsible for overall plant electrical including record keeping and submission of report to IM. He shall, with the help of his team, shall keep and maintain all statutory electrical records of the plant.

Apart from the electricals of the plant, the person shall be conversant with all the operation and maintenance activities of CGGS Madhuban and FGS Chabua related to hazardous hydrocarbon liquid and gas processing, water treatment plant etc. The person shall be in constant touch with Company electrical engineer/representative.

The Electrical Manager shall normally attend general shift duty but shall be available for 24 hours. Additionally, he must assist the Plant Manager in every possible way to run the plant smoothly, including administrative, HSE (including records & reports) activities of the plant & establishment. This person shall report to Chief Plant Manager and Installation Manager.

#### v) Chief Health Safety Environment(HSE) Manager cum Chief Fire Officer

The Chief HSE manager cum Chief Fire officer must possess any one of the following qualifications:

- a) Graduate Engineer from a Govt. recognized institute with 2-year work experience as HSE officer in Oil and Gas processing plant especially in Oil & Gas Production installations/ gas gathering installations falling under the purview of DGMS.
- b) B (Tech) in Fire and Safety Engineering from a Govt. recognized institute with 2-year work experience as HSE officer in Oil and Gas processing plant especially Oil & Gas Production installations/ gas gathering installations falling under the purview of DGMS.
- c) Graduate in any discipline from an Institute recognized by State/Central Govt. with 2-year work experience as HSE officer in oil and gas industry especially in Oil & Gas Production installations/ gas gathering installations falling under the purview of DGMS.

The Chief HSE manager shall be the overall in-charge and coordinator of all HSE activities including records & reports. The person shall be able to initiate execution of all the activities stated in clause no 2.0 and other clauses above. The person shall by oneself or with the league of Plant manager / other managers/Engineers/other safety supervisors must carry out all S&E related jobs on priority basis so that the O&M Contractor's all personnel are sensitized / aligned to carry out the jobs as primary O&M jobs. This officer shall ensure that all routine S&E related jobs coming at definite frequencies must be known to all in the morning rake-up / tool-box meeting/jobs safety

analysis etc.. The person must be able to develop good file management / record keeping system and will be required to generate and maintain all statutory records/reports.

The Chief HSE manager shall normally attend general shift duty but shall be available for 24 hours. Additionally, he must assist the Chief Plant Manager in every possible way to run the plant smoothly, including administrative, HSE activities of the plant &establishment. This person shall report to Chief Plant Manager and Installation Manager.

# vi) <u>HR/Administrative / Public Relation Officer/ Record Keeper/Account Manager</u>

The qualification of this person should be suitable for carrying out all administrative, HR, Public Relation and Account related jobs of the O&M Contractor only and record keeping jobs of both the O&M Contractor and OIL. OIL's primary job requirements from this person are record keeping at Administrative office under Installation Manager. This person shall report to Chief Plant Manager and Installation Manager. The person for this position must be a graduate in any discipline from a Govt. recognized institutewith2 year work experience in HSE records related works in Oil & Gas Production installations/ gas gathering installations. As stated in reporting clause no 2.16 to 2.17-3, all records / reports are to be submitted to OIL at stipulated frequencies. As stated in the same clause, this officer shall be responsible for storing the hard copies of reports / records etc. on behalf of OIL in presence of Installation Manager by engaging their office staff. The documents / papers are only the ones submitted by the O&M Contractor, few of which are as hereunder:

- a) All record / report etc. as stated vide reporting clause no 2.16 to 2.17
- b) All statutory records / report.
- c) All records of maintenance jobs / log-sheets / check list / history card etc
- d) Daily operational reports
- e) Consumption / stock position report.
- f) Daily attendance and other administrative reports.
- g) Test reports.
- h) Monthly information system

#### vii) Materials management Officer

The person for this position must be a graduate in commerce /economics/accounts/engineering graduate in any discipline/MBA in any discipline from a Govt. recognized institute with 2 year work experience in Oil & Gas Production installations/ gas gathering installations. Degree/post graduate degree in management is preferable. The person in this position must be able to carry out inventory management/materials management activities. He/She must be able to maintain inventory of all the consumables and spares, preparation of specifications, and to take procurement actions. This person shall report to Chief Plant Manager and Installation Manager.

#### viii) Control Room Shift Engineers

The Control Room Engineer shall operate the control room and shall report to the Chief Plant manager and installation manager for operation and maintenance related activities of the plant. The person shall have to take the responsibility of monitoring and control of day to day operation related activities of the installations. In addition, the control room engineer shall have to generate and submit different reports of the plant as directed by the installation manager and chief plant manager.

He shall be Engineering degree holder in Instrumentation or Electronics or Electronics & Telecommunication or Electrical or Mechanical or Chemical discipline from a Govt. recognized institute and must have a minimum of 2 years work experience in SCADA/ DCS system based control room operation in a continuous Oil and gas production installations/Gas gathering installation. He should also be familiar with execution of Control & Instrumentation, calibration and servicing of various electronics and pneumatic instruments, analyzing of P & I diagrams, control loop checking, and instrumentation standards, V- SAT communication system, operation and maintenance of gas engines, plant electrical systems, etc.

Three (3) shift engineers in each discipline will be in rotating shifts and the reliever shall be in general shift for assisting the Chief Plant Managers for rest of the days in a week. This person shall report to Chief Plant Manager and Installation Manager.

# ix) Shift-Diploma-Engineers/Supervisors/Fitters(Electrical, Instrumentation& Mechanical)

#### a) Shift-diploma-engineers (supervisors/Fitters), Electrical

<u>Shift-diploma-engineers</u> (supervisors/Fitters), Electrical must be Diploma holder in electrical discipline from a Govt. recognized institute having minimum 3 yrs. Experience or ITI certificate holder in electrical discipline with minimum 5 yrs. Experience in the operation and maintenance of electrical equipment preferably in Oil & Gas Production installations/ gas gathering installations. The person must possess valid Electrical Supervisor's Certificate of Competency [minimum parts I, II, III, IV & VI and preferably Part VIII-Mining Installations] issued by State Licensing Board, Assam or equivalent authority.

The person shall have to be able to read electrical circuit diagram, attend and rectify electrical reports / problems independently. The person shall also have hands-on experience with all types of electrical equipment / items and if required, will have to work with own hands.

Shift-diploma-engineers will be in rotating shifts. The reliever shall be in general shift for assisting Electrical Manager for rest of the days per week.

Shift-diploma-engineers shall report to Electrical Manager and Chief Plant Manager.

#### b) Shift-diploma-engineers (supervisors/Fitters), Instrumentation

Shift-diploma-engineers (supervisors/Fitters), Instrumentation or Electronics must be Diploma holder in Instrumentation or Electronics with specialization in Instrumentation from a Govt. recognized institute and having adequate knowledge in computer application and with a minimum 3 years of experience or ITI certificate holder in instrumentation/electronics with specialization in Instrumentation discipline with minimum 5 yrs. Experience in execution of Control & Instrumentation and in the operation and maintenance of SCADA/DCS system in a continuous process plant, preferably in operation and maintenance of Oil & Gas Production installations. He must also be experienced in use of various test equipments, calibration and servicing of electronic (including SMART) and pneumatic instruments in continuous process plant etc. The person shall report to Instrumentation Manager.

Shift-diploma-engineers of instrumentation stream will be in rotating shifts and the reliever shall be in general shift for assisting instrumentation manager for the rest of the days per week. Shift-diploma-engineers shall report to Electrical manager and Chief Plant Manager.

#### c) Shift-diploma-engineers(supervisors/Fitters), Mechanical

<u>Shift-diploma-engineers(supervisors/Fitters)</u>, <u>Mechanical</u> must be Diploma holder in mechanical discipline from a Govt. recognized institute having minimum 3 yrs. experience or ITI certificate holder in Fitter/DM with minimum 5 yrs. Experience in the operation and maintenance of mechanical equipment preferably in Oil & Gas Production installations/ gas gathering installations.

Shift-diploma-engineers of mechanical stream will be in rotating shifts and the reliever shall be in general shift for assisting Mechanical Manager for the rest of the days per week. Shift-diploma-engineers shall report to mechanical manager and Chief Plant Manager.

#### x) Shift Technicians(Electrical, Instrumentation& Mechanical)

#### a) Electrical shift technicians

<u>Electrical shift technicians</u> as per <u>PROFORMA-I</u> will be deployed for assisting the shift engineers in carrying out shift maintenance / operation of the electricals of the plant. Shift technicians will be in rotating shifts and the reliever shall be in general shift for assisting the Electrical Supervisors and Electrical manager for the rest of the days in a week.

The shift technician shall be an ITI certificate holder in electrical discipline from a Govt. recognized institute having minimum 3 years experience in the operation and maintenance of electrical equipment preferably in Oil & Gas Production installations/ gas gathering installations. The shift technician must possess valid Electrical Workman's Permit [minimum parts: 1 (Wiring), 2 (Motor-generator)]issued by State Licensing Board or equivalent authority.

The shift technician shall have good hands-on skill and experience with all kinds of electrical equipment / items and if required, shall be able to attend and rectify electrical reports/ problems independently. The shift technicians shall report to Electrical manager.

## b) Instrumentation shift technician

<u>Instrumentation shift technician</u> must be ITI certificate holder in Instrumentation or Electronics with specialization in Instrumentation from a Govt. recognized institute and having adequate knowledge in computer application and with a minimum experience of 3 years experience in execution of Control & Instrumentation and in the operation and maintenance of DCS system in a continuous process plant, preferably in operation and maintenance of Oil & Gas Production installations. He must also be experienced in use of various test equipments, calibration and servicing of electronic (including SMART) and pneumatic instruments in continuous process plant etc. The shift technicians shall report to Instrumentation Manager.

#### c) Mechanical shift technician

Mechanical shift technician must be ITI certificate holder in Fitter/DM(Diesel Mechanics) from a Govt. recognized institute with a minimum of 3 years experience in the operation and maintenance of mechanical equipment like pumps / engines / compressor etc., and conversant with all the operation and maintenance activities of CGGS Madhuban and FGS Chabua (preferably in Oil & Gas Production installations/ gas gathering installations), related to hazardous hydrocarbon liquid and gas processing, water treatment plant, fire fighting system etc.or the person shall have 06years experience in operation and maintenance of mechanical units like pumps / engines / compressor etc, and conversant with all the operation and maintenance activities of CGGS Madhuban and FGS Chabua, related to hazardous hydrocarbon liquid and gas processing, water treatment plant, fire fighting system etc. .The shift technicians shall report to Mechanical Manager.

#### xi) Laboratory In-charge & Laboratory assistant

The laboratory In-Charge must be minimum B.Sc.(Chemistry Major) or M.Sc. (Chemistry) from Govt. recognized board institute / University with a minimum experience of 3 years in Oil & Gas Production installations/ gas gathering installations. The person must be knowledgeable to handle different chemicals and to carry out sample testing at CGGS Madhuban and FGS Chabua laboratory.

The person shall report to Chief Plant Manager as well as Installation manager

For laboratory assistant the persons must be minimum 10+2-pass in HS (Science) Stream, preferably B.Sc.(Chemistry Major) from Govt. recognized board institute / University with a minimum experience of 3 years in Oil & Gas Production installations/ gas gathering installations. The person must be knowledgeable to handle different chemicals and to carry out sample testing at CGGS Madhuban and FGS Chabua laboratory. The person shall report to Laboratory In-Charge.

### xii) Semi-skilled and Unskilled helper / workers

All the persons under this category must be competent and intelligent enough to understand work advice of their seniors and to carry out such advices.

Qualifications of these personnel shall be as per prevailing ALC circulars and must be able to carry out day to day office jobs, gardening, grass cutting, cleaning the office building-toilets etc. These persons shall report to respective supervisor/fitter/engineer/Chief Plant Manager.

## xiii) Safety supervisor/Fire Supervisor

The safety supervisor cum Fire supervisor must possess any one of the following qualifications:

- a) Diploma Engineer in Fire and Safety Engineering from a Govt. recognized institute with 2-year work experience as HSE/Safety/Fire officer in any process plant.
- b) ITI pass with Diploma in Fire and Safety Engineering Graduate from an Institute recognized by State/Central Govt. with 3-year work experience as HSE/Safety/Fire officer in any process plant.

The person shall be able to initiate execution of all the activities stated in clause no 2.0 and other clauses above. The person shall by oneself or with the league of Plant manager / other managers/Engineers/HSE officer must carry out all S&E related jobs on priority basis so that the O&M Contractor's all personnel are sensitized / aligned to carry out the jobs as primary O&M jobs. This officer shall ensure that all routine S&E related jobs coming at definite frequencies must be known to all in the morning rake-up / tool-box meeting/jobs safety analysis etc.. The person must be able to develop good file management / record keeping system and will be required to generate and maintain all statutory records/reports.

Safety supervisors will be in rotating shifts and will assist the Chief HSE Officer in every possible way to run the plant smoothly, including administrative, HSE activities of the plant &establishment. This person shall report to Chief HSE officer.

## 4.0- Developing the O&M Structure

The O&M Contractor should agree to the following while discharging their duties. Operations:

• Administration – To ensure effective implementation and control of operation activities.

- Conduct of Operations To ensure efficient, safe, and reliable process operations.
- Equipment Status Control To be cognizant of status of all equipment.
- O&M Contractor Knowledge and Performance To ensure that O&M Contractor knowledge and performance will support safe and reliable plant operation.

#### Maintenance:

- Administration To ensure effective implementation and control of maintenance activities.
- Work Control System To control the performance of maintenance in an efficient and safe manner such that economical, safe, and reliable plant operation is optimized.
- Conduct of Maintenance To conduct maintenance in a safe and efficient manner.
- Preventive Maintenance To contribute to optimum performance and reliability of plant system and equipment.
- Maintenance Procedures and Documentation To provide directions, when appropriate, for the performance of work and to ensure that maintenance is performed safely and efficiently.

## **Engineering Support:**

- Engineering Support Organization and Administration To ensure effective implementation and control of technical support.
- Equipment Modifications To ensure proper design, review, control, implementation, and documentation of equipment design changes in a timely manner.
- Equipment Performance Monitoring To perform monitoring activities that optimize equipment reliability and efficiency.
- Engineering Support Procedures and Documentation To ensure that engineer support procedures and documents provide appropriate direction and that they support the efficiency and safe operations of the equipment.

#### Training:

- Administration To ensure effective implementation and control of training activities.
- General Employee Training To ensure that plant personnel have a basic understanding of their responsibilities and safe work practices and have the

knowledge and practical abilities necessary to operate the plant safely and reliably.

- Training Facilities and Equipment To ensure the training facilities, equipment, and materials effectively support training activities.
- O&M Contractor Training To develop and improve the knowledge andskills necessary to perform assigned job functions.
- Maintenance Training To develop and improve the knowledge and skills necessary to perform assigned job functions.

## Administration:

- Organization and Administration To establish and ensure effective implementation of policies and the planning and control of equipment activities.
- Management Objectives To formulate and utilize formal management objectives to improve equipment performance.
- Management Assessment To monitor and assess station activities to improve all aspects of equipment performance.
- Personnel Planning and Qualification To ensure that positions are filled with individuals with required qualifications described in this document.
- Industrial Safety To achieve a high degree of personnel and public safety.

## Plant Operation:-

- The O&M Contractor shall collect and analyze all out going streams (including effluent) samples including composition of gas in a shift as per agreed periodicity and record the online instrument readings for the same time. This analysis can be carried out at the laboratory inside Control Room Building. This shall also include air quality monitoring as per agreed periodicity.
- The O&M Contractor shall identify the process variables that need to be adjusted on a day to day basis for optimum plant operation based on inlet stream parameters in consultation with engineer-in-charge.

## Maintenance:

• The O&M Contractor shall carryout all on line maintenance / repair jobs required to keep the plant at maximum productivity level, along with the equipment condition monitoring of all such electrical and related instrumentation. These shall include maintenance of all equipment and other facilities within the PLANT as per the maintenance schedule approved by OIL (Pl. refer to Instrumentation Equipments, Mechanical Equipments, Electrical Equipments and the report has to be submitted as per the report format of the plant).

- The maintenance of all the mechanical, electrical equipments and related instrumentation is in the scope of the O&M Contractor. Equipments beyond repair will be replaced by OIL.
- The O&M Contractor shall carry out corrective maintenance job as and when problems / defects are noticed.
- The O&M Contractor shall periodically check / calibrate the various instruments and equipments like overhead crane, pressure and temperature gauges etc. and ensure their proper working. Master calibration instruments have to be maintained by the O&M Contractor.
- The O&M Contractor shall periodically check equipment, lubrication, adjustments etc. to ensure proper performance.
- The O&M Contractor should maintain its own tools & tackles for carrying out all maintenance jobs.
- Spares & consumables required for operation and maintenance of Plant will
  have to be maintained by the O&M Contractor. The quantities and list of items
  shall be agreed to by both OIL and O&M Contractor
- The house keeping (including AC maintenance), gardening, cleaning of drains, ground water reservoirs, maintenance of green belts and keeping the Plant in good condition shall be the responsibility of the O&M Contractor. All the consumables for housekeeping of Plant have to be supplied & arranged by the O&M Contractor.
- The O&M Contractor is advised to visit the plant if required for the detailed list of equipment/machineries before submitting the bid.
- All the maintenance has to be carried out with the help of duly approved procedure of OIL and after obtaining necessary work permit as per OIL procedure.

#### **Exclusions**:

OIL shall provide the following:

- a) Provide the O&M Contractor to use intercom phone as per OIL centralized infrastructure.
- b) To give access to the areas of the plant as per functional requirement. However, use of OIL's premise (CGGS Madhuban & FGS Chabua) will not be allowed for any other activities other than plant O&M activities.
- c) Necessary work permits as required for the staff, and visiting experts for carrying out work over the system.

#### Guarantee Parameters:

The O&M Contractor shall operate and maintain the installation as per the required specification on at least 365/366 days in a year. Maintenance schedules shall be mutually worked out stream-wise so as to ensure availability

The O&M Contractor shall guarantee to achieve the following:

- a) Quality and Quantity: The O&M contractor shall be responsible towards operation & maintenance of the system to achieve the specified quality as per the design standards and quantity as per requirement of the Plant.
- b) Compliance to Maintenance Schedule: The O&M contractor shall offer services to achieve the overall maintenance schedules.

## 5.0- Imposition of Penalty

Penalty for O&M Contractor's shortfall in performance:

- i) Incase of any short supply of gas from the stations to main trunk line and/or customers from the stations due to fault solely attributable to O&M Contractors; penalty shall be levied as follows:
  - 1) Deduction of daily payment on pro-rata basis and any penalty that is imposed by customers on OIL, on account of the short supply due to fault of the O&M Contractor, shall be recovered from O&M Contractor.
  - 2) Any action/ penalty by Environment and Pollution board/any Statutory authorities in matters related to HSE at CGGS Madhuban and at FGS Chabua will be sole responsibility of the O&M Contractor and they shall bear and take appropriate remedial actions.
- ii) If the desired performance level as defined above Clauses of TOR is not achieved, the plant will be treated as shutdown for the period of nonperformance. The penalty amount and the basis of calculation given below will be binding on the contractor.

Malfunctioning/ defect(s) in the PLANT causing failure to operate the plant (on everyday basis) at the available per day throughput and/ or upset in the PLANT's DESIRED PERFORMANCE LEVEL shall warrant levy of penalty to the Contractor, which shall be deductible/ realized by the Company, from the monthly O&M charges in the following manner:

S.No.	Days of occurrence of failure to operate the plant (on everyday basis) at the available per day throughput and /or upset in the PLANT'S DESIRED PERFORMANCE LEVEL	
i)	For every such occurrence for one day or part thereof in a month	Pro-rata O&M charges for one day
ii)	For total of more than one day up to seven day in a month	Pro-rata O&M charges for number of days
iii)	For total of more than seven day in a month	Pro-rata O&M charges for number of days
iv)	For total of more than a month	As per above PLUS
		The O&M contract shall be

	liable for	r	teri	nination	as	per
	Terminati	ior	1	Clause	Spe	ecial
	terms and	d c	con	ditions.		

iii) In addition to above 5.0(ii), the following penalty shall be imposed on the O&M Contractor for failure of the O&M Contractor to do any job as per detailed scope of work stated on different sub-clauses within clauses mentioned above:

S1 No.	Clause no/items	Reason of Penalty	Basis of penalty amount Amounts
1.	Safety Gadgets	i) Non availability of all required safety gadgets, tools & equipment.	i) Penalty equal to actual cost of items as per OIL's materials procurement costs.  ii) Amount equal to actual costs as fixed by OIL Tech. Committee or the actual cost incurred by Company for such repairs.  Actual cost of items as per OIL's last P.O
2.	Fire Fighting system failure.	<ul> <li>i) O&amp;M Contractor's Failure to keep entire Fire Fighting system in ful operational condition during altime.</li> <li>ii) O&amp;M Contractor's Failure to maintain Ring main line pressure (min of 7 Kg/ cm²).</li> <li>iii) O&amp;M Contractor's failure to comply all other terms of clauses as mentioned in scope of works above.</li> </ul>	failure continues for few hours.  ii) Amount equal to actual costs as fixed by OIL actual rech. Committee or the actual cost incurred by Company for such repairs.
3.	Sampling & testing.	i) O&M Contractor's failure to de required Gas/Water sampling & testing or disposal of water withou confirmation of test results.	sample testing.
5.	ETP maintenance	i) O&M Contractor's Failure to do al O&M of ETP in clean & safe manner  ii) O&M Contractor's Failure to maintain and upkeep of ETP area.	l rata hourly rate if

			maintaining ETP.  iii) Amount equal to actual costs as fixed by OIL Tech. Committee, Or the actual cost incurred by Company for such
7.	OWS Maintenance	i) O&M Contractor's Failure to maintain OWS system as per specifications.	i) Penalty equal to prorata hourly rate, if failure continues for few hours.  ii) Daily expenses on cleaning services iii) Amount equal to actual costs as fixed by OIL Tech. Committee, Or the actual cost incurred by Company for such repairs.
8.	Liquid hydrocarbon spillage/ Drains	i) O&M Contractor's Failure to maintain cleanliness and oil-free state in the entire plant surface area and drains.	e external agencies actual
9.	Drinking water quality	i) O&M Contractor's Failure to supply good quality water at CGGS/FGS as per specifications.	water dijality   actijal

		ı	T	
10.	Mechanical maintenance	i) O&M Contractor's Failure to carry out all types of <b>Mechanical</b> maintenance as per Check list/ log-sheet/ maintenance schedules attached in the tender documents &/or to be provided by OIL.	Penalty equal to pro- cata hourly rate, if Cailure continues for few hours.  Daily expenses on carrying out maintenance jobs.  Amount equal to actual costs as fixed by OIL Tech. Committee or the actual cost incurred by Company for such repairs.	actual
11.	Electrical Maintenance	i) O&M Contractor's Failure to carry out all types of <b>Electrical</b> maintenance as per Check list/ log-sheet/ maintenance schedules attached in the tender documents &/or to be provided by OIL.	Penalty equal to pro- cata hourly rate, if Failure continues for few hours.  Daily expenses on carrying out such maintenance jobs  Amount equal to actual costs as fixed by OIL Fech. Committee, or the actual cost incurred by Company for such repairs.	actual
12.	Instrument Maintenance	i) O&M Contractor's Failure to carry out all types of <b>Inst maintenance</b> as per Check lists / log-sheets / ii) A maintenance schedules including all types of calibration jobs attached in ender documents &/or to be provided by OIL.	Daily expenses on carrying out such maintenance jobs Amount equal to actual costs as fixed by OIL Fech. Committee, or the actual cost incurred by Company for such repairs.	Total costs at actual incurred by OIL
13.	Shortage of spare parts / consumable	i) O&M Contractor's failure to manage / plan for procuring on behalf of OIL to maintain min inventory as given by OIL.  ii) O&M Contractor's failure to supply consumable under O&M  Contractor's scope of O&M	Penalty equal to nandling charge/price of the item. Subsequent loss to OIL due the shortage/lack of items. Price of item and loss to OIL to be determined by OIL Tech Committee.	actual incurred by

14.	Improper break down maintenance	,	O&M Contractor's failure to do immediate & continuous b/down maintenance jobs.  O&M Contractor's failure to engage adequate numbers of skilled /competent persons for break down	ho co: ii)l ch iii) du ite	Penalty equal to pro-rata ourly rate, if failure ntinues for few hours. Penalty equal to handling arge/price of the item. Subsequent loss to OIL te the shortage/lack of ms.	Total costs at actual incurred by OIL
		i)	maintenance jobs.	iv) OI OI	Price of item and loss to L to be determined by L Tech Committee.  Penalty on actual loss to OIL	Total costs of
115.	Loss to OIL on a/c poor maintenance		performing of the plant resulting from O&M Contractor's lack of routine &/or break down maintenance jobs.	11)	To be determined by OIL Technical Committee	
16.	Recovery on a/c OIL doing by self	i)	OIL cannot wait for the O&M Contractor's delayed start of maintenances and may do jobs on its own.	ii)	Penalty on actual expenses to be incurred by OIL  To be determined by OIL Technical Committee	Total costs at actual incurred by OIL
17.	General Upkeepment	i)	O&M Contractor's failure to carry out daily general upkeepment jobs as per specifications.	,	Daily expenses on up- keep.	Total costs at actual incurred by OIL
11 ×	CondensateD P operation	i)	O&M Contractor's failure to run the Condensate DPs at time of need.	ii)	Pro-rata hourly O&M rate based on monthly O&M bill for failure to start Condendsate DP. Any consequent OIL's loss. Amount equal to actual costs as fixed by OIL Tech. Committee or the actual cost incurred by Company for such repairs.	Total costs at actual incurred by OIL
119.	New item maintenance	i)	O&M Contractor's failure to do O&M on minor additional new equipment / unit etc requiring no extra man power burden.		To be determined by OIL Technical Committee.	Total costs at actual incurred by OIL
20.	Shortage of man-power	i) ii)	O&M Contractor's failure to deploy minimum numbers of employees on each day. O&M Contractor's failure to submit		Amount equal to the daily wages of such persons	Total costs at actual incurred by OIL

daily attendance of their employees	
at CGGS Madhuban and FGS	
Chabua	

#### Note:

The above mentioned scope of work shall also include any other item/work required to complete the work in all respects as per specifications, drawings and instructions of OIL whether specifically mentioned here in or not, but required to fulfill the intended purpose of this tender.

## OTHERE SPECIALS TERMS AND CONDITIONS OF THE CONTRACT

## 1.0 DEFINITIONS AND INTERPRETATION:

- 1.01 "Work" means each and every activity required for the successful performance of the services described in this **SPECIAL CONDITIONS OF CONTRACT(SCC)**.
- 1.02 "COMPANY/OWNER/OIL" means M/s Oil India Limited, a Government of India enterprise having its registered office at Duliajan, Assam.
- 1.03 "THE CONTRACTOR/O&M CONTRACTOR/OPERATOR/SERVICE PROVIDER" means the successful bidder of this contract. O&M means Operation and maintenance jobs at CGGS Madhuban and at FGS Chabua.
- 1.04 The "WORK" means and include all items to be supplied, things to be done and services to be provided and activities to be performed by the Contractor, pursuant to and in accordance with the CONTRACT, or part thereof, as the case may be, and shall include all extra, additional, altered or substituted items/things/activities/services as required for purpose of the Operation and maintenance of the plant at DESIRED PERFORMANCE LEVEL with due authorization from the Mines Manager or Installation Manager.
- 1.05 "DESIRED OPERATIONAL PERFORMANCE LEVEL" of the PLANT means trouble-free operation of the PLANT with stipulated C2+ content of 7% plusin supplied gas with dew point temperature -80 deg. C to 20 deg. C and NIL sludge content in the clarified effluent water. It also means that all equipment and accessories/fittings installed in the plant are in sound working conditions with OEM recommended operating parameters or as per limits/conditions specified in any other regulatory/statutory acts/regulations or acts etc.
- 1.06 "DESIRED MAINTENANCE PERFORMANCE LEVEL" of the PLANT means trouble-free working and operation of the PLANT with all equipment and accessories/fittings installed in the plant are maintained as per OEM recommended/specified requirement or OIL recommended maintenance schedules or as per any other Statutory Acts/Regulations with stipulations explained under article PENALTY.

- 1.07 "Major Accident" means an occurrence including but not limited to, a major emission of fire or explosion from uncontrolled developments in the course of drilling and for production, storage, handling or transportation, processing of petroleum or machinery or owing to natural events leading to serious effects (both immediate and delayed as well as inside or outside the installation) causing or likely to cause substantial loss of life and property.
- 1.08 CUSTODY TRANSFER means handing over of gas to customer with stipulated C2 + 7% plus with dew point temperature -80 deg. C to 20 deg. C for their onward consumption and receiving of return gas from customer.
- 1.09 "Standard and Sound Industry Practice" means Clean and safe environment in the entire plant some parameters of which but not limited to are Plant's drains, OWS pits, office-buildings, sheds, facilities, engines, machines, equipment, water reservoirs etc, each devoid of liquid hydrocarbon spillage, dirt, filth, sludge, rubble, garbage, residue, high growth grass etc.
- 1.10 "Periodic and Regular upkeepment and painting" means Periodicity and frequency for painting of various facilities including but not limited to plant, Machineries, Sheds& Buildings etc should be once in three years. Regular upkeepment needs to be as per "Standard & Sound Industry Practice" as in Clause 1.09 above.

## 2.0 <u>EFFECTIVE DATE</u>, <u>DURATION OF CONTRACT</u>, <u>MOBILISATION TIME</u>, <u>DATE</u> OF COMMENCEMENT OF THE CONTRACT:

- 2.1 This Agreement shall be effective from the Effective Date (being the date on which LOA is issued) and unless terminated earlier pursuant to the provisions of this Agreement or the contract, shall continue in effect for the term of contract.
  - The duration of the contract shall be initially for a period of **04(Four) Year** from the commencement date mentioned in the work order/LOA. Depending on the performance of the Contractor, the Company reserves the right to extend the contract for **01** (one) year under the same terms and conditions and mutually agreed rates. The M&O Contractor must complete the work mentioned/described in this 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.
- 2.2 Mobilization shall be completed within 30 (Thirty) days from the Date of issue of LOA after award of the Contract. For CGGS Madhuban, mobilization need be completed on or before 19.03.2018 and the O&M contractor must commence/start the work w.e.f. 20.03.2018 as the existing contract expires on 20.03.2018. For FGS Chabua, mobilization need be completed on or before 22.07.2018 and the O&M contractor must commence/start the work w.e.f. 23.07.2018 as the existing contract expires on 23.07.2018.
- 2.3 The Contractor will intimate the Company in writing of their readiness for commencement of mobilization/shipment to company, at least 3 days before actual mobilization/shipment commences.

- 2.4 **Mobilization and Demobilization charges** is limited to max. **5** % of the total contract value. Any quote (for **Mobilization and Demobilization charges**) more than max. 5% of the total contract value will be limited to 5 % only for bid evaluation and payment purpose.
- 3.0 GENERAL OBLIGATIONS OF CONTRACTOR:
  - Contractor shall, in accordance with and subject to the terms and conditions of this Contract shall have following obligations:
- 3.1 Perform the O&M work as described in the Technical-Scope of Work, SPECIAL CONDITIONS OF CONTRACT(SCC). & B of the tender document.
- 3.2 Except as otherwise provided in the Technical-Scope of Work and the Special Conditions of the Contract, provide all labour as required to perform the work.
- 3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of all the work of operation and maintenance contractas per best industry practice requirement for operation and maintenance of the plant CGGS Madhuban and FGS Chabua.
- 3.4 Provide and make regular payments to all labour & sub-vendors as required to perform the work.
- 3.5 Contractor shall be deemed to have satisfied themselves before submitting their offer as to the correctness and sufficiency of their offer for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 3.6 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of Contractor's obligations under the Contract.

## 4.0 CONTRACTOR'S PERSONNEL:

4.1 Contractor warrants that they will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe all applicable statutory norms and safety requirement of the Company. Upon the Company's written request, the Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the Company to be unsuitable or due to reasons mentioned in the HSE clauses and shall promptly replace such personnel with alternative personnel acceptable to the Company without affecting Company's work.

- 4.2 O&M Contractor shall be solely responsible throughout the period of the Contract for providing all requirements of their personnel, including but not insurance, housing, medical services, their transportation (both air and land transportation), enroute expenses, vacation, salaries and all amenities, termination payment and taxes etc. as per best industry practice. There must not be any violation of applicable acts/laws/regulations like payment of wages act, payment of bonus act, working hours, contract labour act, pension scheme, employees provident fund, minimum wages act etc. etc. or any act/rules/regulations framed thereafter of these acts/rules/regulations etc.. All these benefits are at no charge to the Company (OIL)&Company (OIL) shall have no responsibility or liability in this regard.
- 4.3 Contractor's key personnel shall be fluent in English language (both writing and speaking).
- 4.4 The contractor shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the company before the actual deployment. However, those employees whowere (are)engaged by the previous contractor, and who wish to continue service, shallpreferably be engaged by the new contractor, considering their experience in the plants and familiarities with the relevant applicable laws/regulations/statutes. The names of such employees are to be considered as per record of OIL approved Form B (register of employees as per Oil Mines Regulation) only. However, the designations of the previous employees who wish to continue in service under the current contract will be as per qualification/experience guidelines detailed in this contract only, notwithstanding the earlier designation assigned to them. No other employees engaged by the previous contractor will be considered.

The contractor shall not deploy its personnel unless cleared by OIL.

- 4.5 Contractor shall provide all manpower for necessary supervision and execution of all work under this contract to company's satisfaction except where otherwise stated and as per <u>SPECIAL CONDITIONS OF CONTRACT(SCC)</u>. The minimum number of key personnel to be deployed is mentioned in PROFORMA-I (PART-I, PART-II and PART-III).
- 4.6 Contractor shall deploy on regular basis, all category of their employee required for economic and efficient work servicing operations.

#### 4.7 OTHER SPECIAL CONDITIONS:

- A) The contractor shall not engage a person for OIL's job
  - if declared medically unfit, and
  - if found guilty on account of misconduct.
- B) Smoking, bringing of naked lights or carrying matches are strictly prohibited within the work premises as per safety regulations.

- C) No contract worker will be allowed to enter the work premises if he wears loose dress/clothing or comes barefoot or without proper safety shoe. Contractor should ensure that his worker comes to duty with proper, safe, industrial safety shoe. Supervisor or Engineer-in-charge will be at liberty to return a worker for not wearing safety shoe.
- D) Observance of safety regulations by contract workers deployed in the work premises is mandatory. Any contract worker, if found violating the safety regulation or otherwise found unsuitable for working in a hazardous area, shall be removed immediately and replaced by a suitable worker by the contractor.
- E) In case of operational urgency the labourers may have to carry out their jobs in Over Time for which OTwill be paid by the Contractor at no cost to OIL& compensatory off to be granted as per applicable laws/acts like OMR/Minews Act/or any other labour laws.
- F) Shift duty pattern will be of 8(eight)hour duration only. Contractor shall not engage his person for more than 8 hours of duty due to safety considerations except in case of operational urgency as mentioned in E) above.
- G) The contractor will have to bear responsibility for any untoward incident, such as theft/pilferage etc. of Company materials by his personnel.
- H) During the period of the Contract, the contractor will have to take the ownership of all the personnel required to be engaged to carry out the O&M contract at CGGS madhuban and at FGS Chabua. The Contactor will have to submit a written declaration of ownership of manpower to OIL.OIL shall have no responsibility or liability in this regard.
  - I) The contractor will be required to submit monthly PF statements of all the personnel engaged for O&M of the installations, quarterly/annual return of the contractor along with the monthly bill, otherwise monthly bill will not be processed.

# 5.0 FOOD, ACCOMMODATION, TRANSPORTATION AND MEDICAL FACILITY AT FIELD INSTALLATIONS:

- 5.1 Contractor shall provide quality food & services for the personnel deployed by the contractor at his own costs.
- 5.2 Transportation of Contractor's personnel from base camp to work place and back will be arranged by Contractor at his cost.
- 5.3 Medical Facilities: The Contractor shall arrange for medical facilities for their personnel. However, OIL may provide services of OIL Hospital as far as possible in emergency on payment basis.

## 6.0 CONTRACTOR'S ITEMS:

- 6.1 Contractor shall provide equipment and personnel to perform the services under the contract as specified in this document and as per terms of the contracts.
- 6.2 Contractor shall provide all the tools and tackles including all types of required calibration gauges/tools etc. required for operation and maintenance of the plants. A list of such tools and tackles need to be submitted along with the bid.
- 6.3 Contractor will have to surrender all materials/spares and tools and tackles including all types of required calibration gauges/tools etc. to OIL after completion of the O&M contract at respective sites CGGS Madhuban and at FGS Chabua.

## 7.0 CONDUCTING FIELD & OFFICE WORKS:

- 7.1 The Contractor shall carry out all operations mentioned hereunder with due diligence in a safe and workmanlike manner and in accordance with accepted International oilfield practices.
- 7.2 All the equipments and materials required for execution of the works under this bid shall be in good working condition. The OIL reserves the right to check the relevant certificates of the equipments, certifying the conditions of the equipment. Contractor will have to carry out all the calibration jobs for such the tools and tackles/equipments, which are required as per statutory requirements and records must be maintained as per the formats advised by OIL.
- 7.3 Contractor shall be solely responsible for the operation and maintenance of their equipments. A standby vehicle shall be made available by the bidder/Contractor at work site CGGS Madhuban and at FGS Chabua for emergency mobilization of personnel to hospital in case of injury/accident. That vehicle(pick up/utility type) will also be used for collecting materials from OIL designated places/stores as and when required.

## 8.0 PROTECTION OF PROPERTY AND EXISTING FACILITIES:

- 8.1 The Contractor shall perform each work in such a manner as will prevent damage to the Company's property and conform to and are consistent with, operational practices of hydrocarbon industries. Any permanent damage /loss to the Company's pipeline, assets and plants due to actions undertaken by the Contractor in order to provide the services envisaged under this Contract shall have to be remedied by the Contractor, entirely at their own cost. This cost shall include and not be limited to actual replacement of such damaged pipeline, assets or plants, or payment of actual replacement cost in relation thereto as may be incurred by the Company.
- 8.2 The CONTRACTOR shall take sufficient care in moving his plants, equipments and materials from one place to another so that they do not cause any damage to any person or to the property of COMPANY or any third party including overhead and underground cables and in the event of any damage resulting to the property of COMPANY or of a third party during the movement of the aforesaid plant, equipment or materials, the cost of such

damages including eventual loss of production, operation or services in any plant or establishment as estimated by COMPANY or ascertained or demanded by the third party shall be borne by the CONTRACTOR.

The objective of safety management is to evaluate, monitor and communicate about the health, environment and safety of the contractor workforce for an incident free work environment during operation of the contract. Oil India Limited has already devised a standard Performa (PROFORMA-III), which contractor has to undertake regarding compliance of all safety measures while carrying out contractual job Bidder's/Contractor's HSE Policy will have to be in line with the Company's(OIL's) HSE Policy and shall cover all the points as per Company requirements and shall have to give undertaking to comply the same.

- 8.3 OIL has also an HSE policy in place covering different applicable industry standards and regulations. Moreover the policy is guided by the statutory and Government directives.
  - i) **FIRE OR EXPLOSION**: In the event of any fire or explosion, Service Provider shall use all reasonable measures at his disposal to protect the aforesaid installations bring the said fire or explosions under control.
- ii) HSE Drills, meeting etc: The Contractor shall observe such HSE regulations in accordance with acceptable oilfield practice and applicable Indian Laws. The Contractor shall take all measures reasonably necessary to provide safe & pollution free working conditions and shall exercise due care and caution in preventing fire, explosion or pollution. Contractor shall conduct such safety drills, Tool box meetings, etc. as may be required by company at prescribed intervals.
- iii) Record Keeping ,Documentation in connection with HSE: Documentation, record keeping of all safety practices should be conducted as per international/Indian applicable laws, act, regulations etc., as per standard Oilfield practice and these records should be made available for inspection at any point of time. The H.S.E policy as well as emergency procedure manual/contingency plans for pollution control should be kept at site. Compliance of these shall be the sole responsibility of the Contractor.
- iv) **First Aid Kit:** An adequate and approved first aid kit shall be provided at work site with all medicines as per Rule 44(1) of Mines Rules 1955.
- v) <u>CAMP AND OTHER ESTABLISHMENT</u>: Suitable camp facilities for Contractor's personnel including catering services shall be Contractor's responsibility.

#### Other general HSE notes:

1. It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him/her, the environment, etc.) under the jurisdiction of the district of that state where it is operating.

- No sub-contracting/subcontractors (except AMC by OEMs) will be allowed for operation and maintenance of the plants CGGS Madhuban and FGS Chabua.
- 2. The Contractor shall prepare/update 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 mining operation/operations to be done by the contractor and how it is to be managed.
- 3. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
- 4. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/ Manager. For many of the activities SOPs are already available. The Contractor will have to update them.
- 5. Contractor has to ensure that all work is carried out in accordance with the Statutes 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. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
- 6. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination (IME), PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.
- 7. 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 MVT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons as per requirement of Oil Mines Regulations.
- 8. The return shall be submitted quarterly (by 10th of April, July, October & January).
- 9. It will be entirely the responsibility of the Contractor/his/her 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/her. 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.
- 10. 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.
- 11. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

- 12. The contractor shall have to report all incidents including near miss to Installation Manager/departmental representative of the concerned department of OIL.
- 13. 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 as per formats of Oil Mines Regulations such attendance need to be countersigned by the Company's representative.
- 14. 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.
- 15. The initial health check-up of contractor's personnel is to be done by the contractor in authorized/approved Health Centres as per OIL's requirement & proof of such test(s)/reports is to be submitted to OIL before start of the job as per statutory formats. The frequency of periodic medical examination should be every 05 years for the employees below 45 years of age and every 03 years for employees of 45 years of above and above.
- 16. The contractor shall arrange daily tool box meeting and regular site safety meetings and maintain records. The contractor will also carry out jobs safety analysis for all the jobs in the plant.
- 17. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J etc.as per Mines Rules 1955 or any regulations amended thereafter by the contractor.
- 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. No employees of the contractor will be allowed to leave work during working hours unless approved by the Company's representative.
- 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 the mine owner.
- 21. In case Contractor is found non-compliant of HSE laws as required, OIL 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 under prevailing relevant Acts/Rules/Regulations or OIL also reserves the right to terminate the contract
- 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/her contractual employees as far as practicable. However for any such change, prior written permission from OIL will be required.
- 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 by the relevant and prevailing Acts/rules/regulations/pertaining to Health, Safety and Environment.

Note: The bidder shall submit an undertaking as per the **PROFORMA-III**.

#### 9.0 Pollution and contamination:

Contractor shall be responsible for loss or damage from pollution or contamination arising out of or resulting from any of the Contractor's services/operation unless such pollution or contamination is for reasons beyond the control of the Contractor.

Notwithstanding anything to the contrary contained herein, it is agreed that the responsibility and liability for pollution or contamination shall be as follows:

Contractor shall have to take all responsibility and liability for cleaning up and removal of pollution or contamination which originates above the surface.

#### 10 GUARANTEE, WARRANTY, RIGHTS AND REMEDY DEFECTS:

Contractor must warrant that they shall perform the work in a first class, workman-like, and professional manner and in accordance with the highest degree of quality, efficiency, and with the state of the art technology and in conformity with all specifications, standards and drawings set forth or referred to in the Technical Scope of Work of tender document and with instructions and guidance which the Company may, from time to time, furnish to the Contractor.

- 10.2 Should the Company discover at any time during the tenure of the Contract or within the Performance Liability Period of the Contract that the work carried out by the contractor does not conform to and perform as per terms and conditions of the Contract, Contractor shall after receipt of notice from Company, promptly perform all corrective work required to make the services conform to the Warranty. Such corrective work shall be performed entirely at Contractor's own expenses. If such corrective work is not performed within a reasonable time, the Company, at its option, may have such remedial work carried out by others and charge the cost thereof to Contractor, which the Contractor must pay promptly. In case Contractor fails to perform remedial work, the performance security shall be forfeited.
- All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contracts or as per the OEMs specifications and in conformity of equipments/accessories/fittings available at Plants CGGS Madhuban and at FGS Chabua.
- 10.4 The Contractor guarantees that the Goods or Materials supplied under the Contract are new, unused. The Contractor further warrants that the goods supplied under this Contract shall have no defect arising from design, materials or workmanship.
- 10.5 No deviation from such specifications or alterations or of these conditions shall be made without agreement with the COMPANY in writing. All materials supplied by the CONTRACTOR pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by Company) are guaranteed to be of the best quality of their respective kinds, (unless otherwise specifically authorized in writing by Company) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfill in all respects operating conditions, if any, specified in the Contract.
- 10.6 This Guarantee shall remain valid for a period of 48 (forty eight) months from the date of 1st day of operation and maintenance contract.
- 10.7 The Company may, at its option, remove such defective materials, at CONTRACTOR'S expense in which event CONTRACTOR shall, without

cost to Company and as promptly as possible, furnish and install proper materials. Repaired or replacement materials shall be similarly guaranteed by the CONTRACTOR for a period of no less than 48(forty-eight four) months from the date of replacement/repair.

- 10.8 The O&M Contractor warrants that it shall perform the work in a first class, workmanlike and professional manner and that all work shall be performed in accordance with the highest quality, efficiency and current state of the art oilfield practices and in conformity with all specifications, standards and drawings set forth or referred to in the Scope of Work and with instructions and guidance which the Company may from time to time furnish to the Service Provider.
- Should the Company at any time during the terms of this Agreement or within three (03) months after termination of this agreement that the work does not conform to the foregoing warranty, the O&M Contractor shall, after receipt of notice from the Company, promptly perform any and all corrective work required to make the services conform to the warranty. Such corrective work shall be performed at the O&M Contractor's expenses. The Company, at its option, may have such remedial work performed by others and charge the cost thereof to the O&M Contractor.
- 10.10 If the O&M Contractor fails to perform any part of O&M jobs at CGGS Madhuban and at FGS Chabua as described in **SPECIAL CONDITIONS OF CONTRACT(SCC)**, the Company reserves the right to carry out such jobs on its own. The costs of carrying out such jobs will be recovered from the O&M Contractor's monthly bills on actual basis.
- 10.11 The rights and remedies of the Company provided by this Clause 10.0 are in addition to any other rights and remedies provided by law or in equity or otherwise.

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

- 11.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 11.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.

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

- 11.3 The above obligations of the Contractor shall be in force even after termination of the Contract.
- 11.4 All information obtained by Service Provider in the conduct of operations shall be considered confidential and shall not be divulged by Service Provider or its employees to anyone other than Company's representative. The Service Provider to sign a Confidentiality Agreement with OIL. This obligation of Service Provider shall be in force even-after termination of the Agreement. Service Provider shall carry out normal maintenance of Company's item at the aforesaid installation excepting for those items which Service Provider is not qualified to or cannot maintain or repair with its normal operating personnel and equipment.

### 12 PERFORMANCE OF WORK:

The Contractor shall submit daily reports to Company's representative detailing progress of different operations as per the scope of the work. The Company, at its option may change the periodicity of such reports. In addition, they shall submit the complete job report (with all pertinent details to serve permanent record) within 15 (Fifteen) days from the date of completion of each individual job. The manner and the speed of execution and maintenance of the operations are to be conducted in a manner to the satisfaction of the Company's representative. Should the rate of progress of the operations or any part of them is at any time too slow in the opinion of the Company's representative, (to ensure completion of the operations within schedule) the Company's representative may so notify the Contractor in writing. The Contractor shall reply to the written notice giving details of the measures, which he proposes to take to expedite the operations. If no satisfactory reply to the Company's notice is received in seven days, the Company shall be free to take necessary actions as deem to be fit.

## 13 PERMITS & CERTIFICATES:

The Contractor shall procure, at his expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the works is to be performed, and Contractor further agrees to hold COMPANY harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. COMPANY will provide necessary permits for Contractor's personnel to undertake any work in India in connection with Contract.

#### 14 PAYMENT for Option-II (FGS Chabua):

Payment for O&M of **FGS Chabua under option-II (for minimum operating conditions)** will be made based on the deployment of minimum manpower as per **PROFORMA-I (PART-III)** only.

#### 15 INSURANCE:

- 15.1 The contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the contractor or its subcontractor during the currency of the contract.
- 15.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others:
  - i) Workmen compensation insurance as required by the laws of the country of origin of the employee.
  - ii) Employer's Liability

Insurance as required by law in the country of origin of employee.

- iii) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this contract.
- iv) Contractor's equipment provided by the Contractor for performance of the work shall have an insurance cover with a suitable limit (as per international standards).
- v) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance regulations.
- vi) Public Liability Insurance as required under Public Liability Insurance Act 1991.
- vii) The Contractor shall obtain additional insurance or revise the limits of existing insurance as per the Company's request, if any, in which case additional cost shall be to Contractor's account.
- 15.3 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 15.4 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 15.5 All insurance taken out by Contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company.
- 15.6 i) All goods/equipment to be supplied under this contract shall be under Contractor's custody until such goods/equipment are installed and

commissioned. The Contractor shall at his own expense, secure and maintain insurance covering the full value of all such goods/equipment for the period up to commissioning of such goods/equipment.

- ii) Such insurance shall cover any loss or damage of supplied goods/equipment during transit from Contractor's source of dispatch to plant sites, storage at other sites. The beneficiary of all such insurance policies shall be OIL. Unless insurance document in this regard are furnished to the Company no payment will be made for such supplies.
- 15.7 All cost on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Contract Price. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such settlement, for reduction in Contract Price to the extent of reduced premium amounts.
- 15.8 If any of the above policies expire or are cancelled during the term of the Contract and the Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to the Contractor. Should there be a lapse in any insurance required to be carried by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be tothe sole account of the Contractor.

The above clause (i.e. Clause No. 15.0) with all its sub-clauses shall be referred to as Insurance Clause of this tender document.

#### 16 ALTERATION/VARIATION/CHANGE ORDER:

- 16.1 During the performance of the work, Company may make a change in the work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.
- 16.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates. Upon review of Contractor's estimate, Company shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 31.0 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

- 16.3 During the performance of the work, the Company may make change in the works within the general scope of the Agreement including, but not limited to, changes in methodology and minor additions to or deletions from the works to be performed. Service Provider shall perform the works as changed. Changes of this nature will be effected by written change order signed by Company.
- 16.4 If a change results in an increase in compensation due to Service Provider or in a credit due to Company, the Service Provider shall submit to the Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Upon review of Service Provider's estimate, the Company shall establish and set forth in the change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If the Service Provider disagrees with the compensation or credit set forth in the change order, the Service Provider shall nevertheless perform the Work as changed, and the parties will resolve the dispute in accordance with Clause 36.0 hereunder. The Service Provider's performance of the Work as changed will not prejudice Service Provider's request for additional compensation for Work performed under change order.

## 17.0 NOTICES:

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

### Company

For contractual matter	For Technical matter
CGM (Contracts)	GM(GMS)
OIL INDIA LIMITED	OIL INDIA LIMITED
DULIAJAN – 786602	DULIAJAN – 786602
ASSAM, INDIA	ASSAM, INDIA
Fax No. 0374- 2803549	Fax No. 0374- 2800450
CONTRACTOR	
	,
	,

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

## 18.0 SUBCONTRACTING:

Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract except AMC/on the call service from 5(Five) OEMs as mentioned in this **SPECIAL CONDITIONS OF CONTRACT(SCC)**. Manpower management through third party shall not be allowed.

## 19.0 PATENT INFRINGEMENT:

19.1 The Service Provider shall defend and hold the Company harmless against any and all claims, actions and liabilities for violation of any patent or patents brought against the Company and/or the Service Provider by any third party as a result of the Service Provider 's use of any patented process, compositions, machines or articles of manufacture. The Company shall at all times have the right to be represented by its own counsel and participate in the defense of any action in which the Company is a party defendant.

#### 20.0 EMPLOYMENT OF OFFICIAL OF THE COMPANY:

Firms/Service Provider who have or had business relations with the Company are advised not to employ serving Company employees without its prior permission. It is also advised not to employ ex-personnel of the Company within the initial two years period after their retirement/resignation/severance from service without specific permission of the Company. The Company may decide not to deal with such firm(s)/Service Provider who fail to comply with the advice.

## 21.0 POWERS AND DUTIES OF OIL

In no other circumstances, OIL's obligations cover any other matter(s) not stated below:

- i) OIL shall appoint, as per provisions of the Oil Mines Regulations 1984 (OMR), a Mines Manager, an Installation Manager or his representative, Competent Person(s) for safe operation and maintenance of the plant as per sound industry practice.
- ii) The Installation Manager, Mines Manager or his representative will be solely responsible for all decisions regarding safe operation and up to date maintenance of the installation. Installation Manger, Mines Manager or his representative will also be responsible for maintenance of water disposal wells connected to the installation.
- iii) Subject to the provisions of the contract, OIL promptly pay and discharge the costs arising out of operation & maintenance of the plant, reimbursement of other jobs as per this contract as per provisions of the payment terms of the contract.
- iv) OIL shall deduct such amount of money from monthly O&M bills of the contractor in case the contractor fails to carry out any job as mentioned in the tender document. A written notice stating the partial fulfillment of O&M jobs

and corresponding shortfalls as per terms of contract will be given to the contractor.

- v) The Contractor will be following all the operational instructions as decided by the Installation Manager, Mines Manger or his representative for safe operation and maintenance of the plant, as per the scope of work covered under clause no 2.0 of **SPECIAL CONDITIONS OF CONTRACT(SCC)**. For any decision regarding safe operation and maintenance of the plant, the decision of Installation Manger, Mines Manager or his representative will be final & binding which must be strictly complied with by the contractor unless such decisions are contrary to the provisions of the contract.
- vi) OIL will have to finally give consent to appointment of any work personnel in the capacity of officers or work-staff for working at CGGS/FGS under the contract. Contractor must hand over all documents about their potential employees to be deployed at CGGS/FGS regarding personal details, educational background, other credentials etc before actual appointment. OIL does not have any part or say on the selection procedures of employees of the contractor. However, on receipt of all documents as above OIL has the right to reject / disallow any such employees to work at CGGS/FGS. This clause is applicable in conjunction with Man power clause no 3.0 of SPECIAL CONDITIONS OF CONTRACT(SCC).
- vii) The Installation Manger, Mines Manager or his representative shall have the authority to promptly take action regarding removal of any person working inside the plant from his workplace for negligence of duty, violation of safety norms as per Mines Act or OMR, HSE policy of OIL and willful insubordination of any legitimate order of the Installation Manger, Mines Manager or his representative regarding operation and maintenance of the plant. Such decisions will be in consultation with representative(s) of the contractor and are applicable in conjunction with Man power clause no. 3.0 of SPECIAL CONDITIONS OF CONTRACT(SCC).
- viii) The Installation Manager, as per provisions of the OMR, will visit the installation once in every working day and the authorised representative of the contractor will be physically present during the regular visit of the Installation Manager to the Installation. In case of any operational emergency when the authorised representative of the contractor leaves the installation during the visit of the Installation Manager, the prior intimation for the same should be made in advance to the Installation Manager and the name of the authorised incharge representative(s) shall be made known to the Installation Manager in writing.
  - ix) OIL shall make available Electricity free of cost for O&M of the plant from OIL's gas engine driven power plant which is also a part of the plant and machinery at CGGS Madhuban and at FGS Chabua.
  - x) Natural gas required for operation of the plant will be supplied free of cost.

#### 22.0 ADDITIONAL EXPENSES DUE TO FAULT OF THE CONTRACTOR:

In case additional expenses are incurred due to failure of system/process/equipment/general infrastructure of the plant/facilities, pipeline network and disposal wells on account of wrong operation/wrong maintenance/wrong handling/poor workmanship/use of incompetent manpower/lack of supervision/lack of co-ordination/wilful insubordination of Operating instruction by the person or group of persons engaged by the contractor, the contractor will bear all such expenses. The contractor will commence necessary rectification/modification required to rectify such failures.

## 23.0 <u>ADDITIONAL EXPENSES ON OIL FOR DESIGN MODIFICATION REQUIRED</u> AT THE PLANTS:

For any modification in design or addition of new equipment or infrastructure which is required for some additional requirements felt by OIL during the currency of the O&M contract, the cost will be borne by OIL, unless otherwise the modification/addition is required to rectify poor workmanship of the contractor during operation and maintenance.

## 24.0 INGRESS AND EGRESS AT INSTALLATIONS:

Company shall provide Service Provider requisite certificate for obtaining rights of ingress to egress from the installations. Should such certificate be delayed because of objections of appropriate authorities in respect of specific Service Provider's persons, such persons should be promptly removed from the list by the Service Provider and replaced by acceptable persons.

## 25.0 PROTECTION OF PROPERTY AND EXISTING FACILITIES:

The Service Provider shall perform each work in such a manner that will prevent damage to the Company's property and shall carry on the works in such a manner as to conform to and consistent with and not to interfere in any way with continuous and safe operation of the installations. Any permanent damage/loss to the Company's assets, plants, wells due to the operation of the service engaged under this Agreement shall have to be remedied by the Service Provider entirely at its own cost, which shall include and not limited to actual replacement of such damaged assets, plants, wells or payment of actual replacement cost in relation there to as may be incurred by the Company.

### **26.0 COMPLIANCE WITH COMPANY'S INSTRUCTIONS:**

Service Provider shall comply with all instructions of Company consistent with the provision of this Agreement, including but not limited to aforesaid installations, operations, safety instructions, confidential nature of information etc. such instructions shall if Service Provider request be confirmed in writing by Company's representative.

27.0 It is expressly understood that Service Provider is an independent Service Provider and that neither it nor its employees and its sub-contractors and employees or agents of Company provided, however, Company is authorized to

designate its representative who shall at all time have access to the aforesaid installations, related equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Service Provider. The Service Provider shall treat Company's Representative at site as the in charge of all Company's and Company designated personnel at site. The Company's representative may, amongst other duties, observe, test, check and control works performed by Service Provider or examine records kept at installations by Service Provider.

Note: A Pre-bid conference will be held for a direct interaction between OIL and the interested vendors so as to have clarity with respect of specification, scope of work, services etc. covered under the tender. Date and venue of pre-bid conference will be intimated later on.

To, CGM-CONTRACT OIL INDIA LIMITED DULIAJAN-786602

## **SUB: SAFETY MEASURES**

## **Description of service:**

# HIRING OF SERVICE FOR "OPERATION AND MAINTENANCE OF CGGS MADHUBAN AND FGS CHABUA FOR A PERIOD OF 04 (FOUR) YEARS.

Sir,

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

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

i) _		 	
ii) _	 		
iii)			

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

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

person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.

- 2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. 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 mining 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 by the mine owner who shall be supervising the contractor's work.
- 5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
- 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. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
- 7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, 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 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 authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years 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. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
- 19. 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.
- 20. A contractor employee must, while at work, cooperate with his or her employer or other persons so 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.
- 21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
- 22. 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.

- 23. 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.
- 24. The contractor should prevent the frequent change of his contractual employees as far as practicable.
- 25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
- 26. 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.

(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:

1.0 The Principal intends to award, under laid down organizational procedures, contract/s for "Hiring of Service for Operation and Maintenance of CGGS Madhuban and FGS Chabua for a period of 04 (Four) years". 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.

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(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 h e/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 risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

- 1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- 2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- 3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
- 4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
- 5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

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

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

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

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

#### **BID FORM**

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

**Sub: IFB No. CDO6415P18** 

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms
of Reference including all attachments thereto, the receipt of which is hereby duly
acknowledged, we the undersigned offer to perform the work/services in conformity
with the said conditions of Contract and Terms of Reference for the sum of
"NOT TO BE QUOTED HERE" (Total Bid Amount in words and
figures) or such other sums as may be ascertained in accordance with the
Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 10% of contract value for the due performance of the Contract.

We agree to abide by this Bid for a period of 120 days from the original date of 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	2018.
Authorised Per	son's Signature:	
Name:		
Designation:		
Seal of the Bide	der:	

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

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

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

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

Signature of Bidder: _	
Name:	

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

## PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

TO CGM (CONTRACTS) OIL INDIA LIMITED P.O. DULIAJAN-786602 Assam, India

Sir,

## SUB:OIL's IFB No. CDO6415P18

I /XV-	and the Ma	(NI 1
1/ weaddress) as authorised to rer	confirm that Mr present us during bid opening on ou	(Name and
	P18 for Hiring of Service for	
_	huban and FGS Chabua for a per	_
years.		
		Yours Faithfully,
	Authorised Person's Signature:	
	Name:	
	G	
	Signature of Bidder:	
	Name:	
	Date:	

## PROFORMA LETTER OF AUTHORITY

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

Dear Sir,

We			of						
Confirm			that						Mr.
the agreemer Service for '	ddress) is author nt on our behalf w 'Operation and N of 04 (Four) year	vith you a <b>Iaintena</b>	against l	IFB C <b>GG</b>	No. S M	CDO adhu	<b>6415P18</b> for <b>ban and F</b> (	r <b>Hiri</b> :	ng of
	onfirm that we see shall commit.	shall be	bound	by	all	and	whatsoever	our	said
Authorised l	Person's Signatui	re:							
Name:									
							Yours	s faith	fully,
			;	Sign	atur	e:			
			N	ame	&D	esign	ation		
			Foi	- & c	n be	ehalf	of		

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

## FORM OF BID SECURITY (BANK GUARANTEE FORMAT)

То	
M/s OIL INDIA LIM	ITED,
CONTRACTS DEPAI	RTMENT,
DULIAJAN, ASSAM,	INDIA, PIN-786602

	ONTRACTS DEPARTMENT, ULIAJAN, ASSAM, INDIA, PIN-786602	
(herei (herei prese havin bound well a	HEREAS, (Name of Bidder) (hereinafter called some submitted their offer Dated for the provision of correinafter called "the Bid") against OIL INDIA LIMITED, Duliajan ereinafter called the Company's) Tender No KNOW ALICES esents that we (Name of Bank) of (Name of Countrying our registered office at (hereinafter called und unto the Company in the sum of (* ) for all and truly to be made to Company, the Bank binds itself, its signees by these presents.	n, Assam, India L MEN BY these try)ed "Bank") are which payment
SEAL	ALED with the said Bank this day of 20	
1. 2. 3. 4.	1. If the Bidder withdraws their Bid within its original/extende 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 Department of time as per tender/contract; or 5. If it is established that the Bidder has submitted fraudulen has indulged into corrupt and fraudulent practice.	osit within the
writte subst the ar	e undertake to pay to Company up to the above amount upon relitten demand (by way of letter/fax/cable), without Compabstantiate its demand provided that in its demand Company e amount claimed by it is due to it owing to the occurrence additions, specifying the occurred condition or conditions.	any having to will note that
	is guarantee will remain in force up to and including the date (**-mand in respect thereof should reach the Bank not later than the	
The d	e 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:	
В.	Controlling Office:	
mail a	Address of the Controlling Office of the BG issuing Bank: Name of the Contact Person at the Controlling Office with Motil address:	obile No. and e-

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

#### E-TENDER NO. CDO6415P18

Name of Bank & Address	
Page No.2PROFORMA-V	<u>Contd P/2</u>
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:

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

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

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

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

wants remittance against invoices):
Signature of Bidder with Official Seal

To

## FORM OF PERFORMANCE BANK GUARANTEE

(1 : C
(hereinafter called "Contractor") had undertaken, in pursuance of Contract No.
work) to execute (Name of Contract and Brief Description of the Work) (hereinafter called "the Contract").
work) (neremater cancer the contract).
AND WHEREAS it has been stipulated by you in the said Contract that th Contractor shall furnish you with a Bank Guarantee as security for compliance wit 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 word), 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 sum 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 there under or of any of the Contract documents which may be made between you and the Contractor shall in any was cease us from any liability under this guarantee, and we hereby waive notice of such that the contractor is a such that the
change, addition or modification.
This guarantee is valid until theday of
The details of the Issuing Bank and Controlling Bank are as under:
A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO:
IFSC CODE OF THE BANK:
B. Controlling Office:
Address of the Controlling Office of the BG issuing Bank: Name of the Contact Person at the Controlling Office with Mobile No. and email address:
SIGNATURE ANDSEAL OF THE GUARANTORS
Designation

#### E-TENDER NO. CDO6415P18

#### Page No.2PROFORMA-VII

Name of Bank	
Address	
Witness	
Address	_
	_
Date:	
Place:	
Note:	

The Bank Guarantee issuing bank branch shall ensure the following:

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

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

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

## CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING <b>CHARTERED ACCOUNTANTS' FIRM</b> 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						
YEAR	TURN OVER	NET WORTH				
12/11	In INR	In INR				
Place: Date:						
Seal:						
Membership Number : Signature						
Registration No. :						

## **Enclosure-B**

## Proforma of Bank Guarantee towards Purchase Preference - Local Content

Ref. No.	Bank Guarantee No
	Dated
To,	
Oil India Limited	
 India	
Dear Sirs,	
1. In consideration	of (hereinafter referred to as OIL,
include all its successed into a CONTRACT No called 'the CONTRACT with M/s	all, unless repugnant to the context or meaning thereof, ors, administrators, executors and assignees) having entered by dated (hereinafter which expression shall include all the amendments thereto) having its registered/head office at hereinafter referred to as the 'CONTRACTOR') which
successors, administrative CONTRACTOR shate for the fat	its repugnant to the context or meaning thereof include all its ators, executors and assignees) and OIL having agreed that all furnish to OIL a Bank guarantee for India Rupees/US\$ withful fulfillment of conditions pertaining to Local Content in alue mentioned in the certificate of Local Content submitted
	claiming purchase preference under the Purchase Preference
of having heareferred to as "the Bacontext or meaning the and permitted assign immediately on first of	pank) registered under the laws ad/registered office at (hereinafter nk", which expression shall, unless repugnant to the nereof, include all its successors, administrators, executors ees) do hereby guarantee and undertake to pay to OIL demand in writing any/all money to the extent of Indian
words) protest and/or without made by OIL on the binding, without any protest and other authority are these presents being all	(Indian Rupees/US Dollars (in) without any demur, reservation, contest or at any reference to the CONTRACTOR. Any such demand Bank by serving a written notice shall be conclusive and proof, on the bank as regards the amount due and payable, dispute(s) pending before any Court, Tribunal, Arbitrator or ad/or any other matter or thin whatsoever, as liability under bsolute and unequivocal. We agree that the guarantee herein revocable and shall continue to be enforceable until it is

discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

- **3.** The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.
- 4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- **5.** The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.
- **6.** This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.
- **7.** The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
- **8.** The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9.	Notwithstanding	g anything	contained	herein	above,	out	liability	under	this
Guar	antee is limited	to Indian	Rs./US\$(in	figures	s)		(Indian	Rupees	s/US
Dolla	rs (in words)		)	and our	guaran	itee s	shall rem	ain in i	force
until		(indic	ate the date	e of expi	ry of ba	nk gi	uarantee	).	

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

# E-TENDER NO. CDO6415P18

## ANNEXURE-XI

In witness whereof, the Bank through its at stamp on this date of 20 a	
WITNESS NO.1	
(Signature) Full name and official address (in legible letters) Stamp	(Signature) Full name, designation and address (in legible letters) With Bank
WITNESS NO.2	Attorney as per power of Attorney No Dated
(Signature) Full name and official address (in legible letters) Stamp	

#### OIL INDIA LIMITED

# (A Government of India Enterprise) Duliajan, Assam

PRICE BID FORMAT Tender No. CDO6415P18

DESCRIPTION OF WORK/SERVICE: Operation and Maintenance of CGGS Madhuban and FGS Chabua for a period of 04 (Four) years.

Monthly

Lumpsum

Lumpsum

Monthly

Lumpsum

Lumpsum

O&M Service Charge CGGS Madhuban

O&M Service Charge FGS Chabua

Mobilisation Charge for FGS Chabua

Demobilisation Charge for FGS Chabua

Mobilisation Charge for CGGS Madhuban

Demobilisation Charge for CGGS Madhuban

#### NAME OF BIDDER Bidder's GST No. **SAC/HSN Code** Select the benefit sought under the Policy (Use Drop Down List) Applicable Applicable GST Rate (Rs.) Per **Item Description of Services** Estimated Amount (Rs.) Amount (Rs.) **UOM** Unit **GST Rate** (Select from **Excluding GST** (For detailed description of Services Refer SOQ) Including GST Quantity **Excluding GST** Drop Down List) in %

В

 $\mathbf{C}$ 

D = A \* B

0.00

0.00

0.00

0.00

0.00

0.00

0.00

Total (Rs)

E = D + (D \* C%)

0.00

0.00

0.00

0.00

0.00

0.00

0.00

A

48

1

1

48

1

- 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.

<sup>1.</sup> 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) & Custom Duty to be provided in the respective places in the Price Bid.

#### PRICE BID FORMAT Tender No. CDO6415P18

- 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 NOT available to OIL & The bids will be evaluated based on total price including GST.
- 6. Bidder may seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs Order 2012, Bidder hereby categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy.
- i. PP-LC

OR

- ii. MSE policy.
- 7. Purchase preference policy-linked with Local Content (PP LC) notified vide letter No. O-27011/44/2015-ONG/II/FP dated 25.04.2017 of MoPNG shall be applicable in this tender

Bidders seeking benefits under Purchase Preference Policy (linked with Local Content) (PP - LC) shall have to comply with all the provisions specified in ITB and shall have to submit all undertakings / documents applicable for this policy.

- 8. Refer to GCC for detail of GST
- 9. Refer to SOQ & SCC for Item detail Description
- 10. Period of Contract: 04 (Four) years.
- 11. **Mobilisation Period:** Within 30 (Thirty) days from date of issue of LOA.
- 12. Bidder must submit cost break up against each line item above, except Mobilisation & Demobilsation charge as per the format provided in 'Price Break up' worksheet.
- 13. The Bidder must quote the rate/price against each spares given in Annexure D. Such quoted rate will not be considered for bid evaluation purpose.
- 14. Maximum allowable Mobilisation & demobilisation charge is upto 2.5% each, of quoted price against O&M service for the FGS Chabua & CGGS Madhuban.

# Cost Break for CGGS Madhuban, FGS Chabua Inclusive of all taxes except GST

# **SOR: CGGS Madhuban**

ITEMS	DESCRIPTION	Monthly Rate(Rs.)
10	SALARY EXPENSES	0.00
20	AMC COST	0.00
30	PPE & GENERAL CONSUMABLES	0.00
40	VEHICLE	0.00
50	FIRE EXTINGUISHERS MAINT.	0.00
60	PME COST	0.00
70	TOOL COST	0.00
80	GARDENING/HOUSEKEEPING COS	0.00
100	Others	0.00
	<b>Total Estimated Monthly Cost</b>	0.00

Cost for 4 Year 0.00

# **SOR: FGS Chabua**

ITEMS	DESCRIPTION	Monthly Rate(Rs.)
10	SALARY EXPENSES	0.00
20	AMC COST	0.00
30	PPE & GENERAL CONSUMABLES	0.00
40	VEHICLE	0.00
50	FIRE EXTINGUISHERS MAINT.	0.00
60	PME COST	0.00
70	TOOL COST	0.00
80	GARDENING/HOUSEKEEPING COS	0.00
100	Others	0.00
	<b>Total Estimated Monthly Cost</b>	0.00

Cost for 4 Year 0.00

## Break up of SOR items CGGS Madhuban

## 10 SALARY EXPENSES PER MONTH

Srl.No.	Item description	Qty	Unit Price(Rs.)	Monthly Total Price(Rs.)
1	Chief Plant Manager	1		0.00
2	HR/Adm./PR/Accounts Manager	1		0.00
3	Chief HSE Manager	1		0.00
4	Safety supervisor	3		0.00
5	Inst. O&M Manager	1		0.00
6	Instrumentation Supervisor/Fitter	4		0.00
7	Instrumentation technician	6		0.00
8	Electrical O&M Manager	1		0.00
9	Electrical Supervisor/Fitter	4		0.00
10	Electrical Technician	6		0.00
11	Mechanical O&M Manager	1		0.00
12	Maintenance Supervisor/Fitter	4		0.00
13	Maintenance Technician	9		0.00

14	Chemist	1		0.00
15	Lab. Assistant	1		0.00
16	Control Room Engineer	4		0.00
17	Operator (FW Pump/ GG/WTP/ETP/Air Cop. Etc)	4		0.00
18	Materials/Accounts	1		0.00
19	Office boy	1		0.00
20	Unskilled Helper	4		0.00
21	Sweeper	1		0.00
TOTAL monthly cost				0.00

# 20 AMC SERVICE COST PER MONTH

SR.NO.	DESCRIPTION	SERVICING COSTS PER
		MONTH
1	HI REL UPS AMC	
2	ATLAS COPCO COMPRESSORS AN	1C
3	EMERSONS DCS SERVICING	
4	DANIEL SERVICING	
5	CATERPILLAR GG	
6	Flare Flow controller	
7	Top overhauling of Gas Engines	
	Monthly cost	0.00

# 30 PPE & GENERAL CONSUMABLES

Srl.No.	MATERILAS	<b>Monthly Costs</b>	No of employees	Frequency Consumption
1	SAFETY SHOE(PAIR) For 59 Pairs		59	
2	SAFETY HELMET (NO) For 59 Nos		59	Twice/year
3	DANGRI (SET) For 59 Nos		59	Once/year
4	GUM BOOT(PAIR) For 59 Nos		59	Twice/year
5	HAND GLOVES(LEATHER) For 46 Pairs		46	Once/2 years
6	HAND GLOVES(NITRILE) For 2 Pairs		2	Once/week
7	EAR PLUG (NO) For 59 Nos		59	Once/month
8	EYE GOGGLE (NO) For 49 Nos		49	Once/month
9	MASK (NO) For 59 Nos		59	Once/2 month
10	BREATHER (SET) For 59 Nos		59	Once/2 month
11	RAIN COAT(SET) For 59 Nos		59	Once/2 month
12	APRON (SET) For 2 Nos		2	Once/3 years
13	JACKET (SET) For 59 Nos		59	Once/month
14	Water filter For 1 No		1	
15	Laboratory glass appartuses (burπ, funnel etc) For 2 Nos			
16	Insecticidal Space Spray (Litre) etc. For 1 Ltr.			

17	Bleaching powder( 1 Kg), iron brushes(4 No), platic brushes(1 No), also painting bruses(3 No.), spray gun(1 No), dao(1), kodali(1 No), spades(1 No) etc.etc. for cleaning Plant floor area, office & security buildings, roads, vessels and its foundations, pipings, all types of civil structures etc.		
18	Phenyl(1 Ltr.), toilet cleaner(1 No), sanitizer(1No), soap(1No), deodorants(5 No), naphthalene(1Kg),Dettle liquid(1 No), hand wash(1 No), hand towel(4 No) etc.		
19	Brushes(1 No),mops(1No), broom(1 No), rakes(1 No), spades(1 No), freshner(5No), cleanser(1No), Zharon(2 No) etc.		
20	Any Other items		
	Monthly cost	0.00	

# 40 VEHICLE

Srl. No.	Item	Monthly Costs
1	Monthly Costs for Vehicle 1 No	

# 50 FIRE EXTINGUISHERS MAINT.

Srl.No.	Type of fire extinguishers for periodic inspection, maintenance & refilling, hydro testing as per statutory norms	Monthly Total Price(Rs.)
1	ABC Type/DCP Type 10 kg-72 Nos,.	
2	Co2 cylingder - 4.5/6.5 KG capacity- 05 Nos.	
3	DCP type fire extinguisher , 50kg-03 Nos.	
4	Foam type – 50 ltr01 No.	
	Monthly Costs	0.00

## 60 PME COST ONCE IN 3 YEARS

Srl.No.	Name of service	No of employees	Monthly Cost
1	Cost /person on Periodic Medical Examination as per statutory requirement For 59 Nos.	59	
	Total N	Monthly costs:	0.00

# 70 TOOL COST

Srl.No.	Item	Consumption in 4 years	Monthly Costs
---------	------	------------------------	---------------

1	Chain pulley block (5MT)-1 No	1	
2	Tripod (C.I, 9")	1	
3	Grinding wheel(6"OD)	6	
4	Bench Vice	1	
5	Thread Dies	2	
6	Dail Gauge	12	
7	Rossette	12	
8	Grease Gun	2	
9	Hydraulic pullers	1	
10	Sledge Hammer (5lbs)	2	
11	Non sparking Sledge Hammer (10 lbs)	1	
12	Sledge Hammer (20 lbs)	1	
13	Wrenches (adjustable)	60	
14	Pipe Wrench (10")	4	
15	Pipe Wrench (14")	4	
16	Pipe Wrench (18")	4	
17	Pipe Wrench (24")	4	
18	Any Other tools		
_	Total Monthly Costs:		0.00

## 80 GARDENING/HOUSEKEEPING COST

Srl.No.	Name of service	Unit (M2)	Total Area	No of job reqd	Amount Per
1	Maintenance and Upkeepment of Parks and flower garden including propogation of new seedling as directed.	Sq.m	5000	12	month
2	Supply of Cowdung and flower saplings.	Sq.m	5000,(with 4000 Nos. of Flower saplings)	contract cost spread in throughout the year	
3	Wild grass cutting, jungle cutting with dao, sickles etc including disposal at a distance of max 2 KM	Sq.m	40000	12	
4	Cutting, clearing and removing creepers and other wild growth over fencing, wall etc. and disposing the cut materials.	Sq.m	500	6	
5	Cleaning surface drains of one metre depth and carriage of debris to company's indicated places.	Sq.m	6630	12	
6	Collection and disposal of oily sludge etc around ETP area / OWS system / OWS gravity separators / technical liquid drain system etc and safe disposal (polyethene) of the same as directed inside CGGS	KL	2000	contract cost spread in throughout the year	
7	Ground Water Reservoir cleaning	Sq.m	700	4	
		0.00			

100	Others Monthly cost				
Srl.No.	Item description	Quantity Per Month	Monthly Cost		

10		
20		
30		
40		
50		
	Monthly Cost	0.00

# Break up of SOR items FGS Chabua

## 10 SALARY EXPENSES PER MONTH

Srl.No.	Item descritption	Qty	Unit Price(Rs.)	Monthly Total Price(Rs.)
1	Chief Plant Manager	1		0.00
2	Safety supervisor	3		0.00
3	Inst. O&M Manager	1		0.00
4	Instrumentation technician	4		0.00
5	Electrical O&M Manager	1		0.00
6	Electrical Technician	4		0.00
7	Mechanical O&M Manager	1		0.00
8	Maintenance Supervisor/Fitter	1		0.00
9	Maintenance Technician	3		0.00
10	Control Room Engineer	4		0.00
11	Operator (FW Pump/ GG/WTP/ETP/Air Cop. Etc)	4		0.00
12	Office boy	1		0.00
13	Unskilled Helper	1		0.00
14	Sweeper	1		0.00
	0.00			

## 20 AMC SERVICE COST PER MONTH

SR.NO.	DESCRIPTION	SERVICING COSTS PER MONTH
1	HI REL UPS AMC	
2	ATLAS COPCO COMPRESSORS AMC	
3	EMERSONS DCS SERVICING	
4	DANIEL SERVICING	
5	CATERPILLAR GG	
6	Flare Flow controller	
7	Top overhauling of Gas Engines	
	Monthly cost	0.00

## 30 PPE & GENERAL CONSUMABLES

Srl.No.	MATERILAS	No of employees	<b>Monthly Costs</b>	Frequency Consumption
1	SAFETY SHOE(PAIR) For 30 Pair	30		Twice/year
2	SAFETY HELMET (NO) For 30 Nos	30		Once/year
3	DANGRI (SET) For 30 Nos	30		Twice/year
4	GUM BOOT(PAIR) For 30 Nos	30		Once/2 years

5	HAND GLOVES(LEATHER) For 10 Pair	10		Once/week
6	HAND GLOVES(NITRILE) For 1 Pair	1		Once/month
7	EAR PLUG (NO) For 30 Nos	30		Once/month
8	EYE GOGGLE (NO) For 5 Nos	5		Once/2 month
9	MASK (NO) For 5 Nos	5		Once/2 month
10	BREATHER (SET) For 30 Nos	30		Once/2 month
11	RAIN COAT(SET) For 30 Nos	30		Once/3 years
12	APRON (SET) For 2 Nos	2		Once/month
13	JACKET (SET) For 30 Nos	30		Once/3 years
14	Water filter	1		
15	Laboratory glass appartuses (burπ, funnel etc)			
16	Insecticidal Space Spray (Litre) etc.			
17	Bleaching powder( 1 Kg), iron brushes(4 No), platic brushes(1 No), also painting bruses(3 No.), spray gun(1 No), dao(1), kodali(1 No), spades(1 No) etc.etc. for cleaning Plant floor area, office & security buildings, roads, vessels and its foundations, pipings, all types of civil structures etc.			
18	Phenyl(1 Ltr.), toilet cleaner(1 No), sanitizer(1No), soap(1No), deodorants(5 No), naphthalene(1Kg),Dettle liquid(1 No), hand wash(1 No), hand towel(4 No) etc.			
19	Brushes(1 No),mops(1No), broom(1 No), rakes(1 No), spades(1 No), freshner(5No), cleanser(1No), Zharon(2 No) etc.			
20	Any Other items			
		Monthly cost	0.00	

# 40 VEHICLE

Srl. No.	Item	Monthly Cost
1	Monthly Costs for 1 No Vehicle	

# 50 FIRE EXTINGUISHERS MAINT.

Srl.No.	Type of fire extinguishers for periodic inspection, maintenance & refilling, hydro testing as per statutory norms	Monthly Cost
1	Co2 cylingder - 6.5 KG cpapacity-3	
1	Nos.	
2	ABC type fire extinguisher , 10kg-37	
2	Nos.	
3	Foam type – 50 ltr01 No.	

# Monthly Cost 0.00

## 60 PME COST ONCE IN 3 YEARS

Srl.No.	Name of service	No of employees	Monthly Cost
	Cost /person on Periodic Medical Examination as per statutory requirement.	30	
Total Monthly cost			0.00

## 70 TOOL COST

Srl.No.	Item	Consumption in 4 years	Monthly Costs
1	Chain pulley block (5MT)	1	
2	Tripod (C.I, 9")	1	
3	Grinding wheel(6"OD)	6	
4	Bench Vice	1	
5	Thread Dies	2	
6	Dail Gauge	12	
7	Rossette	12	
8	Grease Gun	2	
9	Hydraulic pullers	1	
10	Sledge Hammer (5lbs)	2	
11	Non sparking Sledge Hammer (10 lbs)	1	
12	Sledge Hammer (20 lbs)	1	
13	Wrenches (adjustable)	60	
14	Pipe Wrench (10")	4	
15	Pipe Wrench (14")	4	
16	Pipe Wrench (18")	4	
17	Pipe Wrench (24")	4	
18	Any Other tools		
	Total	Monthly Cost:	0.00

# 80 ARDENING/HOUSEKEEPING COST PER MONT

Srl.No.	Name of service	Unit (M2)	Total Area	No of job reqd per yr	Amount Per month
1	Maintenance and Upkeepment of Parks and flower garden including propogation of new seedling as directed.	Sq.m	200	12	
2	Supply of Cowdung and flower saplings and plantation of flower saplings & trees.	Sq.m	1500,(with 500 Nos. of Flower saplings)	contract cost spread in throughout the year	
3	Wild grass cutting, jungle cutting with dao, sickles etc including disposal at a distance of max 2 KM	Sq.m	13500	12	
4	Cutting, clearing and removing creepers and other wild growth over fencing, wall etc. and disposing the cut materials.	Sq.m	1188	6	

5	Cleaning surface drains of one metre depth and carriage of debris to company's indicated places.	mtr	1800	12	
6	Collection and disposal of oily sludge etc around ETP area / OWS system / OWS gravity separators / technical liquid drain system etc and safe disposal of the same as directed inside CGGS	KL	50	6	
7	Ground Water Reservoir cleaning	Sq.m	30	4	
_	Total monthly costs: 0.0				

100	Others Per Month
100	Others I et Month

Srl.No.	Item description	Quantity	Monthly Cost
10			
20			
30			
40			
50			
		Monthly Cost	0.00

## **CALCULATION OF LOCAL CONTENT-SERVICES**

Proforma BB(PP-LC)

**E-TENDER NO. CDO6415P18** 

	N	AME OF SUPPLIER OF GOODS/PROVIDE	R OF SERVICE	Cost Summary				
					Imported		LO	OCAL CONTENT
				Domestic	Rs./Foreign Currency (To be specified by the service provider)	Intal	%	Rs./Foreign Currency (To be specified by the service provider)
				а	b	c=a+b	d = a/c	e = c x d
	1	Cost component Material used cost	Rs./Foreign Currency			0.00	#DIV/0!	#DIV/0!
Α	II	Personnel & Consultant cost	Rs./Foreign Currency			0.00	#DIV/0!	#DIV/0!
	III	Other services cost	Rs./Foreign Currency			0.00	#DIV/0!	#DIV/0!
	IV	Total cost (I to III)	Rs./Foreign Currency	0.00	0.00	0.00	#DIV/0!	#DIV/0!
В		Taxes and Duties	Rs./Foreign Currency			0.00	#DIV/0!	#DIV/0!
С		Total quoted price	Rs./Foreign Currency	0.00	0.00	0.00	#DIV/0!	#DIV/0!

### Note:-

% LC Service =	Total cost (A. IV. c) - Total imported component cost (A. IV .b)	V 400
% LC Service =	Total Cost (A. IV.c)	X 100

0/ 1 0 0 0 1 1 1	Total domestic component cost (A. IV a)	V 400
% LC Service =	Total cost (A. IV. c)	X 100

<sup>1.</sup> As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.

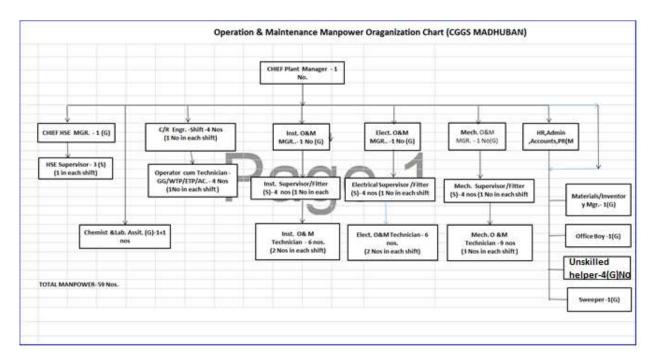
<sup>2.</sup> Refer to ITB for Detail of PP-LC.

#### i) PROFORMA-I

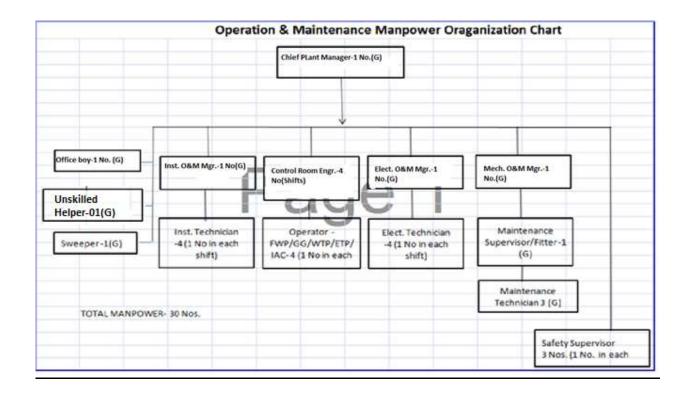
Organization chart with designation and qualification to be deployed has to be submitted, (a skeleton organization chart is shown below). The O&M Contractor has to deploy minimum number of manpower as per the organization chart described here in <a href="PROFORMA-I (PART-I, PART-II and PART-III">PROFORMA-I (PART-I, PART-III)</a>

The <u>PROFORMA-I (PART-I, PART-II and PART-III)</u> indicates the minimum manpower only. The O&M contractor shall have to provide additional manpower whenever required for smooth operation and maintenance of CGGS MADHUBAN & FGS CHABUA.

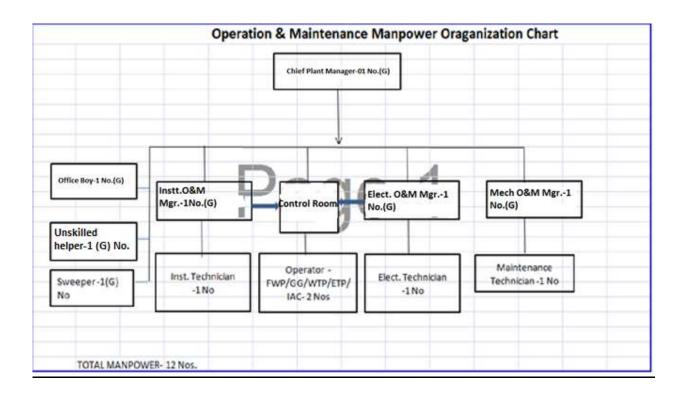
#### a) PROFORMA-I (PART-I: CGGS Madhuban)



### b) PROFORMA-I (PART-II: FGS Chabua under Full Operating Condition)



### c) PROFORMA-I (PART-III:FGS Chabua under Minimum Operating Condition)



#### ii) PROFORMA-II

#### **UNDERTAKING FOR Annual Maintenance Contract (AMC) Service**

#### FORMAT FOR UNDERTAKING

(On Non-Judicial Stamp Paper of Rs. 100/-)
TO BE NOTORISED

To
CHIEF GENERAL MANAGER(CONTRACTS)
OIL INDIA LIMITED
DULIAJAN

Dear Sirs,

<b>UNDERTAKING</b>	G/DECLARATION BY THE BIDDER IN RESPECT OF TENDER NO
--------------------	---

This is in connection with the Bid submitted by me/us, ......(Name of Bidder) against Tender No. ...... for O&M services at CGGS Madhuban & FGS Chabua.

I/We, the afore mentioned Bidder against the subject tender, hereby declare that I/We will make arrangements with OEMs for Annual Maintenance Contract(AMC) Services as per terms and conditions and details mentioned/described in **SPECIAL CONDITIONS OF CONTRACT(SCC)** of the Tender for the following:

#### i) For CGGS Madhuban:

- 1) DCS (Emerson make)-01 No.
- 2) Hirel UPS system (2 Nos. X 45 KVA)
- 3) Ultrasonic flow meters (34 Nos. Daniel make & 1No. SICK make ) & Gas Chromatgraph (4 Nos., Daniel make)
- 4) Gas engine gen sets (906KVA-2 Nos., Caterpillar make) with auxiliary equipment viz., synchronizing panel, MCC panels, NGRs etc.
- 5) Air Compressor ZT-45 (2 Nos., Atlas copco make)
- 6) Top Overhauling of Gas Engines (2 nos.), make: CAT- G3512

#### ii) For FGS Chabua:

- 1) DCS(Emerson make)-01 No.
- 2) Hirel UPS system (2 Nos.X 40 KVA)
- 3) Ultrasonic flow meters (6 Nos., SICK make) & Gas Chromatgraph (1Nos., Daniel make)
- 4) Gas engine gen sets (619 KVA-2 Nos., Caterpillar make) with auxiliary equipment viz., synchronizing panel, MCC panels, NGRs etc.
- 5) Air Compressor ZT-37 (2 Nos., Atlas copco make)
- 6) Top Overhauling of Gas Engines (2 nos.), make: CAT- G3512

I/We, the afore mentioned Bidder against the subject tender undertake that I/We have pre-set tie-up (which will include both the installations CGGS Madhuban and FGS Chabua with the list of equipments mentioned above) with the above 6 (Six) OEMs or their franchisees (for each installation mentioned above) as these tie-ups and related services shall be part of the contract.

I/We, the afore mentioned Bidder against the subject tender take note that we will do all endeavors to ensure the availability and ready supply of the services from the respective OEMs or their franchisees and undertake that I/We shall not make Company (i.e.OIL) liable to reimburse me/us for such AMC Service arranged by me/us during the entire period of the contract, including extension period if any. I/We have bid after considering this AMC Service of the above 6 (Six) OEMs for each installation mentioned above for the entire period of Contract including extension provision.

I/We, the afore mentioned Bidder against the subject tender, further undertake that in case of any events of breakdown/ un-functionality of any unit of the above list, I/We will make the service available within 24(twenty four) hours from such an event without any cost implication whatsoever upon the Company(OIL).

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 further authorize the Company(OIL), in the event of my default or non-compliance of AMC Service provisions from above mentioned OEMs, to deduct/recover and adjust such AMC cost amount incurred by OIL or claim for services by the above mentioned OEMS or any loss amount/compensation claimed by OIL's customers due to shut down of the plant which is/are caused by the non availability of the above mentioned equipment in addition to the penalties as per the conditions of the Contract from/against my Bills due under the Contract or against any other existing or future Contracts with the Company including that of 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,		
Authorized Signatory with Seal	 	
(Bidder)		
Place:-		
Date:-		

#### iii) PROFORMA-III

To,
CHIEF GENERAL MANAGER(CONTRACTS)
OIL INDIA LIMITED
DULIAJAN-786602

SUB:SAFETY MEASURES FOR TENDER NO......

DESCRIPTION OF WORK/ SERVICE:Operation and maintenance of CGGS Madhuban& FGS Chabua

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 will be submitted to OIL after receipt of LOA

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

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

(Seal)	Yours Faithfully
Date	
M/s	
CONTRACTOR	Signature of Bidder

## Check List to be filled up by Bidder

BEC		Bidder	
Clause	Description	Response Yes or No	Please name the document submitted
Notes to BEC Clause 1.1	Whether Bidder is submitting Financial documents as per "Notes to BEC Clause 1.1 a) i)" or "Notes to BEC Clause 1.1 a) ii)"	Tes of No	Please mention the clause No.
	Whether bidder is quoting on the strength of		
	"one 'SIMILAR' Work in Gas Gathering Station/Gas Production Station/Gas Processing Station/Gas Compression Station/Crude Oil Production Station/Crude Oil Processing Station of minimum value of Rs. 4,14,06,000.00 in Central/State Govt./State Govt. Enterprises/PSUs/Public limited Company in previous 7 (seven) years reckoned from the original bid closing date"?		
	OR		
	Whether bidder is quoting on the strength of		
1.2.1 A)	"One 'SIMILAR" work of minimum 03 (three) MMSCMD or more in Natural Gas Production/Gathering/Processing/Compression in Central/State Govt./State Govt. Enterprises/PSUs/Public limited Company in previous 07 (Seven) years reckoned from the original bid closing date"?		
	OR		
	Whether bidder is quoting on the strength of		
	"One 'SIMILAR" work of minimum 3000 KLPD or more of Crude Oil processing/ Crude Oil Production Station in Central/State Govt./State Govt. Enterprises/PSUs/Public limited Company in		

## Tender No. CDO6415P18

BEC	Description	Bidder Response	Please name the document submitted
<u>Clause</u>	•	Yes or No	
	previous 7 (seven) years reckoned from the original bid closing date"?		
	Whether 'SIMILAR' work experience as mentioned above in Para <b>A)</b> also include the following experiences:		
1.2.1 B)	<ul> <li>i) Experience in operation and maintenance of online Gas Flow Meters, Gas Chromatographs, DCS &amp; PLC based instrumentation.</li> </ul>		
	ii) Operation and maintenance, including experience in overhauling of Gas engines/Diesel engines along with the power generation system of minimum capacity 500 KVA in total in a single unit or combined number of units.		
Notes to BEC Clause 1.2.1, b)	Whether bidder is submitting work experience as per "Notes to BEC Clause 1.2.1 above, a), i) & ii)" OR "Notes to BEC Clause 1.2.1, b)"?		Please mention the clause No.
Notes to BEC Clause 1.2.1, c)	Whether bidder is submitting work experience as per "Notes to BEC Clause 1.2.1 above, c)?		If yes, please mention the clause and supporting document submitted
1.2.2	Whether bidder is quoting on the strength of consortium/collaboration agreement or MOU with another party including sub contract?		
1.2.3	Whether undertaking as per <b>PROFORMA-II</b> is submitted?		
1.2.4	Whether Bidder is quoting for both CGGS Madhuban and FGS Chabua?		

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<u>BEC</u> <u>Clause</u>	Description	Bidder Response Yes or No	Please name the document submitted
1.2.6	Whether spares rate as per <b>Annexure D</b> is submitted?		

S1.	Clause No.	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to
No.	BEC/BRC		Yes	No	support the remarks/compliance
1	1.0	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 FI	NANCIAL CR	<u>ITERIA</u>			
2	1.1.1	Annual Financial Turnover of the bidder during any of preceding 03(three) financial/accounting years from the original bid closing date should be at least <b>Rs.4,14,06,000.00</b> only.			
3	1.1.2	Net worth of the bidder must be Positive for the preceding financial/accounting year.			
4	Note to above Clause 1.1 above	Notes to BEC Clause 1.1 above:  a. For proof of Annual Turnover & Net worth, any one of the following documents/photocopies must be submitted along with the bid:  (i) Audited Balance Sheet along with Profit & Loss account.  OR			

		(ii) A certificate issued by a practicing Chartered/Cost		
		Accountant (with Membership Number and Firm Registration		
		Number), as per format prescribed in Annexure-X.		
		<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		
		2016-17 have actually not been audited so far'.		
1.2	TECHNICAL C	<u>RITERIA</u>		
		A) The bidder shall have experience of minimum 2 years or more in		
		carrying out of at least <b>one</b> 'SIMILAR' Work in Gas Gathering		
		Station/Gas Production Station/Gas Processing Station/Gas		
		Compression Station/Crude Oil Production Station/Crude Oil		
		Processing Station of minimum value of <b>Rs.4,14,06,000.00</b> in		
		Central/State Govt./State Govt. Enterprises /PSUs/Public limited		
		Company in previous 07 (Seven) years reckoned from the original bid		
_		closing date.		
5	1.2.1	OR		
		The bidder shall have experience of minimum 2 years or more in		
		carrying out of at least <b>one</b> 'SIMILAR" work of minimum 3(three)		
		MMSCMD or more in Natural Gas		
		Production/Gathering/Processing/Compression in Central/State		
		Govt./State Govt. Enterprises/PSUs/Public limited Company in		
		previous 7 (seven) years reckoned from the original bid closing date.		
		OR		
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		The bidder shall have experience of minimum 2 years or more in carrying out of at least <b>one</b> 'SIMILAR" work of minimum 3000 KLPD or more of Crude Oil processing/Crude Oil Production Stationin Central/State Govt./State Govt. Enterprises/PSUs/Public limited Company in previous 7 (seven) years reckoned from the original bid closing date.		
		<b>B)</b> The 'SIMILAR' work experience in O&M service as mentioned above in Para <b>A)</b> must also include the following experiences:		
		i) Experience in Operation and maintenance service of online Gas Flow Meters, Gas Chromatographs, DCS & PLC based instrumentation.		
		ii) Experience in Operation and maintenance service, including experience in overhauling of Gas engines/Diesel engines along with the power generation system of minimum capacity 500 KVA in total in a single unit or combined number of units.		
		<ul> <li>Notes to BEC Clause 1.2.1 above:</li> <li>a) For proof of requisite Experience (refer clause 1.2.1), the following documents/photocopies must be submitted along with the bid:</li> </ul>		
6	Note to BEC clause 1.2.1	i) In case Work Experience is against OIL's contract and is a completed job; Job Completion Certificate is to be submitted along with the bid.		
		<ul> <li>ii) In case Work Experience is NOT against OIL's contract and is a completed job:</li> <li>a) Photocopy of Contract document or Work order showing details of work.</li> </ul>		
		AND		

- b) Job Completion Certificate showing:
  - Gross Value of job done if the bidder quotes on the strength of "value of job done" as per clause 1.2.1 A).

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Quantum of the job - if the bidder quotes on the strength of "quantum of job done" as per clause 1.2.1 A).

- ii) Description of job done and Contract/work order no.
- iii) Contract Period and Date of completion of the contract.
- **b)** Following work experience will also be taken into consideration:
  - 1. If the prospective bidder has executed contract in which similar work is also a component of the contract.
  - 2. If the prospective bidder is executing similar work which is still running and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.
  - 3. In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date.

Proof of work experience against Para **b)** under "**Notes to BEC Clause 1.2.1 above"** above, to satisfy **i.** similar work **ii.** Minimum prescribed Value/Qty**iii.** Prescribed period of 07 years, to be submitted as below:

- 1. In case requisite experience is against OIL's Contract: Bidder must submits the breakup of similar work and its value/quantity mentioning SES No. and copies of all relevant SES.
- 2. In case requisite experience is **NOT** against OIL's Contract:

		Bidder must submit the breakup of similar work and its value/quantity executed within the prescribed period of 07 (seven) years reckoned from the original bid closing date. The breakup must be certified by the end user or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).	
		mentioning the details of jobs as described in para <b>1.2.1 B)</b> , shall be required for evaluation.	
7	1.2.2	A job executed by a bidder for its own organization/subsidiary shall not be considered as experience for the purpose of meeting BEC.  Also, any bidder, quoting on the strength of consortium/collaboration agreement or MOU with another party including sub-contract shall not be considered as experience for the purpose of meeting BEC.	
8	1.2.3	The bidder shall give an undertaking as per <b>PROFORMA-II</b> along with the Technical bid that they will arrange backup support for entire period of contract, including Annual Maintenance Contract (AMC) service with OEMs as mentioned in <b>SCC</b> without which bid will be rejected.	
9	1.2.4	Bidder must quote both for CGGS Madhuban, FGS Chabua services and Price Break up and Price for Spares must be submitted alongwith the bid otherwise the bid will be rejected.	
10	1.2.5	The Bidder must quote the rate/price against each spares given in <b>Annexure D</b> . Such quoted rate will not be considered for bid evaluation purpose. Based on quoted price, Spare price shall be fixed on the Last order price of Spares procured by OIL + 5% escalation or the price quoted by Bidder, whichever is lower.	
11	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.	
12	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.	
13	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.	
14	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.	
15	1.7	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.	
16	1.8	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.	
17	1.9	In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.	
18	1.10	<ul> <li>1.10 PURCHASE PREFERENCE CLAUSE: Purchase Preference to Micro and Small Enterprises registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:</li> <li>1.10.1 In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is</li> </ul>	

		from someone other than a MSE.
		<ul> <li>1.10.2 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.</li> <li>1.10.3 In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions than the contractor shall</li> </ul>
		provide complete details (i.e. name of the subcontractor, value of subcontacted work, copy of valid registration certificate etc.) of the subcontractor to OIL.
		1.10.4 Documentation Required to be submitted by MSEs:
		Copy of valid Registration Certificate, if bidder is a Micro or Smal Enterprises(MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate or Handicrafts and Handloom or any other body specified by Ministry or MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.
19	1.11	1.11 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC)  1.11.1 Purchase preference policy-linked with Local Content (PP-LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG shall be applicable in this tender. (http://petroleum.nic.in/policy-provide-purchase-preference-linked-local-content-pp-lc-all-psus).  1.11.2 Bidders seeking benefits, under Purchase Preference Policy
		(linked with Local Content) (PP-LC) shall have to comply with all the provisions specified all clauses under clause No. 22 of

		ITB and shall have to submit all undertakings/documents applicable for this policy.				
20	1.12	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).				
21	1.13	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.				
22	1.14	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.				
23	1.15	Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL &The bids will be evaluated based on total price including GST.				
24	1.16	Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder				
2.0	2.0 BID REJECTION CRITERIA (BRC):					
25	2.1	2.1 The bids are to be submitted in single stage under 2 (two) bid system i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.				
26	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.	
27	2.3	Bid security shall be furnished as a part of the Techno Commercial Unpriced 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.	
28	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.	
29	2.5	Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.	
30	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.	
31	2.7	Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.	
32	2.8	Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.	
33	2.9	Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Un-priced Techno-Commercial Bid as per tender requirement in the c-Folder link (collaboration link) under "Technical RFx Response" Tab Page only.	
34	2.10	Bidder must accept and comply with the following provisions as given in the Tender Document into, 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		
35	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.		
36	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.		
37	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.		
38		<ul> <li>3.0 GENERAL:</li> <li>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 BRC.</li> <li>3.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling</li> </ul>		

the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

- **3.3** If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, the clauses in the BRC shall prevail.
- **3.4** Bidders should note that the documents/information submitted by the bidder(s) against the tender are presumed to be genuine, authentic and true copy of the originals. However, in case at any stage of tendering process or during execution of the contract or after expiry of contract, if it is detected that bidder has submitted forged or fabricated documents or furnish false information towards fulfillment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/terminate the contract, as the case may be and forfeit EMD/SD submitted by the bidder. Besides, the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.
- **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.