



**ऑयल इंडिया लिमिटेड**

(भारत सरकार का उपक्रम) पंजीकृत कार्यालय : दुलियाजान, असम

**Oil India Limited**

(A Government of India Enterprise) Registered Office : Duliagan, Assam

प्लॉट नं० 19, सेक्टर 16-ए, नोएडा-201301, उत्तर प्रदेश  
Plot No. 19, Sector 16-A, Noida-201301, Uttar Pradesh  
दूरभाष / Telephone : 0120 - 2488333 - 347 फैक्स / Fax : 0120 - 2488310

## COVERING NOTE

### **e-Tender No . CLI 4003 P17 Dt. 02/03/2017** **Bid Closing Date : 05/04/2017**

#### **INVITATION TO e-BID UNDER SINGLE STAGE COMPOSITE BID SYSTEM FOR HIRING OF PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR SETTING UP SOLAR ENERGY GENERATION PROJECT OF 500 KWp AT PUMP STATION # 3, OIL INDIA LTD JORHAT IN THE STATE OF ASSAM**

Oil India Limited (OIL) invites bids on Domestic Competitive Bidding basis for **HIRING OF PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR SETTING UP SOLAR ENERGY GENERATION PROJECT OF 500 KWp AT PUMP STATION # 3, JORHAT IN THE STATE OF ASSAM**, under Single Stage Composite Bid system from experienced and competent service providers meeting the Bidder's Eligibility Criteria as stated herein.

#### **1.0 BRIEF SCOPE OF WORK:**

- 1.1** The brief description of the project is as under: Oil India Ltd (OIL) intends to set up **500 KWp at Pump Station # 3, Jorhat in the state of Assam**. The subject job is envisaged to be carried out through Engineering, Procurement and Construction (EPC) Contract basis from concept to commissioning subsequently Operation & Maintenance (O&M).
- 1.2** A Project Management Consultant (PMC) shall be engaged by OIL for preparation of Detailed Feasibility Report (DFR) for the proposed **500 KWp at Pump Station # 3, Jorhat in the state of Assam**, finalization of tender for EPC Contracts , supervision of project execution phase including erection, testing and commissioning of the project, technical support & supervision for undertaking mandatory tests related to the Solar PV Modules and associated equipment that would be installed at Project Site as well as supervision of O&M for a specifies period.

The scope of services of PMC is as per Section-IV of the tender document. In general, PMC shall act on behalf of OIL (OWNER) , report to the OWNER and be responsible for carrying out the following assignments:

- i. Preparation of Detailed Feasibility Report (DFR) for the proposed 500 KWp at Pump Station # 3, Jorhat in the state of Assam**

The DFR for the project would be prepared by Consultant which shall cover the solar resource assessment of the site (Considering prevailing Solar irradiation etc.), selection of suitable solar PV module technologies based on the available solar resources, specifically considering

- the cost effectiveness

- Practical feasibility of setting up a Grid connected Solar Systems
- Working Principle of the system
- Pay Back considering the Tariffs/Unit rates offered, Depreciations & Tax Benefits, subsidies, benefits etc.

The DFR shall also cover objectives for selection of the project Location, site details, Array layout, Provisional system design and system description with costing, Requirement of utilities, Relevant standards, Standard operating procedures , Power evacuation arrangement, O&M requirements, Project implementation schedule etc.

**ii. Project Management Consultancy for setting up 500 KWp at Pump Station # 3, Jorhat in the state of Assam**

Services of the Project Management Consultant (PMC) are required to manage and control all aspects of the Project execution on behalf of OIL (OWNER) to complete the project on time and within the projected cost. PMC shall establish their team for the Project Management Services containing all the necessary skills and disciplines needed for professional management of the Project on behalf of OWNER.

**Development / reviewing of EPC tender & evaluation of bids:**

- a. The EPC Tender for construction of the project should cover, but not limited to,
  - the Design, Engineering, Supply & transportation of material to site, etc.,
  - Erection, testing and Commissioning of the solar farms of designated capacity including associated site works, electrical installations, interconnection with state grid, with all authorizations /clearances, Central Monitoring System(s) and so on,
- b. Preparation of tender document in consultation with the OIL's internal team including but not limited to various heads like Invitation for Bids, Instructions to the bidders, Bid Evaluation Methodology, Special Terms & Conditions of contract for Design, supply & commissioning as given below,

Section– I	:	Invitation For Bids
Section– II	:	Instructions to bidders
Section–III	:	General terms and conditions
Section–IV	:	Scope of work/service
Section–V	:	Format of bid security (bank guarantee)
Section–VI	:	Format of performance bank guarantee *
Section– VII	:	Sample form of agreement
Section–VIII	:	Bid Rejection Criteria (BRC) / Bid Evaluation Criteria (BEC)
Proforma – I	:	Statement of compliance
Proforma – II	:	Price schedule format
Proforma – III	:	Integrity Pact
Appendix – A	:	Guidelines to bidders for participating in OIL's e-Procurement tenders

\*Note : Not applicable for the PMC tender. However will be applicable for the EPC contract. Hence given for information.

- c. Evaluation of offers received through e-portal and making recommendation for selection of EPC Contractor based on techno-commercial evaluation of the bids.
- d. Verification and assessment of the estimated solar energy production data furnished by the EPC Contractor using a licensed software tool, inspection, supervision for erection testing & commissioning of the Project.

2.0 You are requested to send your most competitive bid well before the scheduled bid closing date and time. For your ready reference, few salient points (covered in details in this Bid document) are high-lighted below:

i)	Tender No.	: CLI 4003 P17 Dtd. 02/03/2017
ii)	Type of Bid	: Single Stage Composite Bid System
iii)	Tender Fee	: INR 1000.00 (Non-refundable)
iv)	Address to send application for User-ID & Password	: DGM (Contracts- BD) Business Development Department OIL INDIA LIMITED Plot No. 19, Sector – 16A NOIDA 201301, U. P. , Email : <a href="mailto:rgogoi@oilindia.in">rgogoi@oilindia.in</a> & <a href="mailto:bdborah@oilindia.in">bdborah@oilindia.in</a> Ph. No. 01202419132 & 9038
v)	Bid Closing Date & Time	: As Mentioned in the On-line Tender
vi)	Technical & Commercial Bid Opening Date & Time	: As Mentioned in the On-line Tender
vii)	Bid Opening Place	: DGM (Contracts - BD) Business Development Department OIL INDIA LIMITED Plot No. 19, Sector – 16A NOIDA 201301, U. P.
viii)	Bid Security Amount	: Rs. 20,000.00 (non-interest bearing) Original hard copy of Bid Security should reach the – DGM (Contracts BD) Business Development Department OIL INDIA LIMITED Plot No. 19, Sector – 16A NOIDA 201301, U. P. Before Bid closing date and time, otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Un-priced bid documents.
ix)	Integrity pact	: Applicable.
x)	Duration Of Contract	: The PMC Contract shall be effective from the date of receipt of the Letter of Award (LOA) and shall remain in force for a period of 52 (fifty two) weeks thereafter or on completion of project as per EPC Contract or on cessation of responsibilities of PMC.

### 3.0 **IMPORTANT NOTES:**

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

- i) The bid along with all supporting documents must be submitted through OIL's E-procurement site only except the following documents which shall be submitted manually by the bidder in a sealed envelope super scribed with OIL's Tender No., Bid Closing date and marked as "Original Bid Security" and addressed to DGM (Contracts BD), Business Development Department, Oil India Limited, Plot No. 19, Sector – 16A, NOIDA 201301, U. P.:
  - a) Original Bid Security (Copy to be uploaded while submitting the bid)
  - b) Printed catalogue and Literature, if called for in the tender.
  - c) Power of Attorney for signing the bid.
  - d) Any other document required to be submitted in original as per tender requirement.
- ii) If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.
- iii) The tender is invited under SINGLE STAGE COMPOSITE BID SYSTEM. The bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded under "**Technical RFx Response**" Tab only. **Bidders to note that no price details should be uploaded in "Technical RFx Response" Tab Page. Details of prices as per Price Bid format/Priced bid can be uploaded as Attachment just below the "Tendering Text" in the attachment option under "Notes & Attachments" tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria mentioned in Commercial Evaluation Criteria.)**

**Display RFx Response:**

Edit | Print Preview | **Technical RFx Response** | Close | Withdraw | Verify s

RFx Response Number 60006452 RFx Number TEST2 Status Submitted  
RFx Owner WIPRO\_TEST1 Total Value 0.00 INR RFx Response Versio

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

**Basic Data** | Questions

**Event Parameters**

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010 90% against despatch+10% after receipt

Created E  
Last Processed C  
Last Processed E

**Partners and Delivery Information**

Details Send E-Mail Call Clear

Function	Number	Name	Valid fr
The table does not contain any data			

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

**Edit RFx Response:**

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

RFx Response Number 60006452 RFx Number TEST2 Status Withdrawn Submission Deadline 13.04.2013 11:00:00 INDIA  
 RFx Owner WIPRO\_TEST1 Total Value 0.00 INR RFx Response Version Number 2 RFx Version Number 5

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

▼ Notes

Add ▲ Clear

Assigned To	Category	Text Preview

▼ Attachments

Sign Attachment Add Attachment Edit Description Versioning ▲ Delete Create Qualification Profile

Assigned To	Category	Description	File Name	Version	Processor	Checked
The table does not contain any data						

**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 Sign Attachment, a browser window will open, select the file from the PC and click on “Sign” to sign the file. On Signing a new file with extension .SSIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to upload the File. Please click on Save Button of the Response to Save the uploaded files.

**To submit the response, on EDIT mode, first Sign the response by Pressing the Sign Response button. Once Signing is successful, Submit the response.**

**Edit RFx Response:**

Submit | Read Only | Print Preview | Check | Technical RFx Response | Close | Save | Verify signature of Response | **Sign Response**

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

- 3.2 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.**
- 3.3 Bidder is responsible for ensuring the validity of digital signature and it’s proper usage by their employee.
- 3.4 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

#### 4.0 **INTEGRITY PACT:**

OIL shall be entering into an Integrity Pact with the bidders as per the format enclosed vide Proforma-II of the tender document. Each page of this Integrity Pact Proforma has been duly signed by OIL’s Competent Signatory. The Proforma has to be uploaded by the Bidder (along with the Technical Bid) duly signed by the same Signatory who sign the bid. Any bid not accompanied by the Integrity Pact Proforma duly signed by the Bidder shall be rejected straight away. 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.

#### NAME OF INDEPENDENT EXTERNAL MONITOR:

- (a) SHRI RAJIV MATHUR, IPS (Retd.),  
Former Director, IB, Govt. of India  
E-mail Id : rajivmathur23[at]gmail[dot]com
- (b) SHRI SATYANANDA MISHRA, IAS(Retd.)  
Former Chief Information Commissioner &  
Ex-Secretary, DOPT, Govt. of India  
E-mail Id : satyanandamishra[at]hotmail[dot]com

- 5.0 Interested bidders may contact the following persons for any technical clarifications against the tender.

Sri P P Dutta  
Chief Manager (BD - RE)  
Plot no. 19, Sector 16A, Film City  
NOIDA-201301, Uttar Pradesh  
Phone: +91-120 2419134  
Cell: +91 – 9818787963

Or

Sri S K Saikia  
Chief Engineer, Elect-RE  
Plot no. 19, Sector 16A, Film City  
NOIDA-201301, Uttar Pradesh  
Phone: +91-120 2419135  
Cell: +91 – 9971002012

6.0 We now look forward to your valuable offer through OIL's e-portal against the tender.

Thanking you,

Yours faithfully,  
OIL INDIA LIMITED

( R. Gogoi)  
DGM (Contract - BD)  
For Executive Director (BD)  
For Chairman & Managing Director



## **SECTION – I**

### **NOTICE INVITING TENDER**

#### **E-Tender No. CLI 4003 P17 Bid Closing Date: 05.04.2017**

OIL INDIA LIMITED (OIL), a Govt. of India Enterprise, invites competitive bids from domestic bidders for **Engagement of a Project Management Consultant (PMC) for a proposed 500 KWp Solar Energy Generation Project at Pump Station # 3, Jorhat in the state of Assam**, through its e-Procurement portal <https://etender.srm.oilindia.in/irj/portal>. Application showing full address and email address with Tender Fee (Non-refundable) of INR 1,000.00 through DD in favour of M/s. Oil India Limited and payable at Noida/Delhi is to be sent to **DGM (Contract - BD), Oil India Limited, Plot No. 19, Sector-16A, NOIDA– 201301 [email ID – [rgogoi@oilindia.in](mailto:rgogoi@oilindia.in) & [bdborah@oilindia.in](mailto:bdborah@oilindia.in)]** only from **07.03.2017 to 29.03.2017**. The application along with the Tender Fee and e-mail ID must reach the office of **DGM (Contract - BD)** within the working hours as on **29.03.2017**. The envelope containing the application for participation should clearly indicate “Request for participation in E-Tender” for easy identification and timely issue of authorization. Vendors having User ID / Password for e-tender portal can pay the tender fee through the payment gateway on the website only by using credit / debit card or net banking. A new vendor may obtain User ID and Password through online vendor registration system and pay on-line subsequently. No physical tender documents will be provided. On receipt of requisite tender fee, USER\_ID and initial PASSWORD will be communicated to the bidder (through e-mail) and bidders will be allowed to participate in the tender through OIL’s e-Procurement portal. Details of tender can be viewed using “Guest Login” provided in the e-Procurement portal. The link to e-Procurement portal has been also provided through OIL’s web site [www.oil-india.com](http://www.oil-india.com). The USER ID & Password are unique/non-transferable and only one set of the same will be issued against one vendor (one e-mail ID).

#### **Note:**

- a. Central Govt. departments , PSU and Micro & Small Enterprises will be provided tender document free of cost, however they have to apply to OIL’s above mentioned office to obtain User ID and Password before the last date of sale of tender document (User ID & Password) with documentary evidences.
- b. All corrigenda, addenda, amendments, time extension, clarifications etc. to the Tender will be hoisted on the web site only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website to keep them updated.

## **END OF SECTION – I**



## **SECTION – II**

### **INSTRUCTIONS TO BIDDERS**

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

#### **A. BIDDING DOCUMENTS**

- 2.0 The services required, bidding procedures and contract terms are prescribed in the Bidding Document. This bidding document includes the following:
- (a) A forwarding letter highlighting the following points:
    - (i) Oil India Limited 's Tender No.
    - (ii) Type of Bidding
    - (iii) Cost of Bid Document
    - (iv) Address to send application for User-ID & Password
    - (v) Bid closing date and time.
    - (vi) Bid opening date, time and place.
    - (vii) The amount of Bid Security.
    - (viii) Duration of Contract
  - (b) Invitation for Bids (Section - I)
  - (c) Instructions to Bidders (Section - II)
  - (d) General Terms and Conditions (Section - III)
  - (f) Scope of work/service (Section - IV)
  - (g) The Bid Security Form (Section - V)
  - (h) Sample form of Agreement (Section - VII)
  - (i) Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC)-(Section - VIII)
  - (j) Proforma – I : STATEMENT OF COMPLIANCE
  - (k) Proforma – II : PRICE SCHEDULE FORMAT
  - (l) Appendix–A: GUIDELINES TO BIDDERS FOR PARTICIPATING IN OIL’S E-PROCUREMENT TENDERS.
- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required as per the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk & responsibility and may result in rejection of their bid.

3.0 AMENDMENT OF BIDDING DOCUMENTS:

- 3.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document through an Addendum.
- 3.2 The Addendum will be sent in writing or by Fax/E-mail/Courier/Post to all prospective Bidders to whom Company had issued the bid documents. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

**B. PREPARATION OF BIDS**

4.0 LANGUAGE OF BIDS:

- 4.1 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 version which shall govern for the purpose of bid interpretation.

5.0 DOCUMENTS COMPRISING THE BID:

- 5.1 The bid submitted by the Bidder must be under **Single Stage Composite Bid System** and shall comprise of the following components:

**I. TECHNICAL BID**

- (i) Documentary evidence in accordance with the Bid Rejection Criteria (BRC) as per Section-VIII.
- (ii) A scanned copy of the Bid Security in accordance with para 9.0 below should be uploaded along with the Unpriced bid documents. *[Original hard copy of Bid Security should reach the Office of DGM (Contract BD), NOIDA before Bid closing date and time].*
- (iii) Statement of Compliance as per **Proforma-I**.

**II. COMMERCIAL (PRICED) BID**

To be quoted on-line in Price Schedule Format as shown in **Proforma-II**.

6.0 BIDDING FORMAT:

- 6.1 The bidder shall complete the Price Schedule Format as shown in **Proforma-II**.

7.0 BID PRICE:

- 7.1 Prices should be quoted on-line and filled in Price Schedule Format as shown **Proforma-II**.
- 7.2 Price quoted by the Successful Bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 7.3 All duties and taxes, corporate income taxes and other levies (except Service Tax & Cess which will be borne by Oil India Limited) payable by the Contractor under the Contract for which this Bid Document is being issued, shall be included

in the rates, prices and total Bid Price submitted by the bidder. Evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

8.1 These are listed in Bid Rejection Criteria vide Section – VIII.

9.0 BID SECURITY:

9.1 Pursuant to Para 5.0 above, the Bidder shall furnish as part of its Technical bid, Bid Security in the amount as specified in the "Covering Note".

9.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-para 9.7 below.

9.3 The Bid Security shall be in the form of Demand Draft , Banker's Cheque or a bank guarantee issued in the name of OIL INDIA LIMITED by a scheduled Indian Bank or a foreign bank through its Indian branch in the form provided in the Bid Document and valid for 30 days beyond the validity of the bid. The bank guarantee should be so endorsed that it can be invoked at the issuing bank's branch located at Noida or alternatively at Delhi. Demand Draft, Banker's Cheque should be payable at NOIDA/Delhi.

9.4 Any Bid not secured in accordance with above-mentioned subparagraphs 9.1 to 9.3 will be rejected by Company as non-responsive. However, Public Sector undertakings (central or state) are exempted from submission of bid security. Parties registered with Government Departments are not exempted from submission of bid security against this tender.

9.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days of expiry of the period of bid validity.

9.6 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the performance security.

9.7 The Bid Security will be forfeited:

(a) If any Bidder withdraws their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form,

or

(b) If a Successful Bidder fails:

i) To sign the contract within reasonable time and within the period of bid validity, and /or,

ii) To furnish Performance Security.

10.0 PERIOD OF VALIDITY OF BIDS:

10.1 Bids shall remain valid for 90 days after the date of bid opening prescribed by the Company.

10.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax or E-mail). A Bidder may refuse the request without forfeiting their Bid Security. A Bidder granting the request will neither

be required nor permitted to modify their bid but shall arrange suitable validity extension of their bid security provided under para 9.0 above.

11.0 **FORMAT AND SIGNING OF BID:**

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

11.2 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.

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

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

C. **SUBMISSION OF BIDS:**

12.0 **UPLOADING OF BIDS:**

12.1 This tender is invited under **SINGLE STAGE- COMPOSITE BID SYSTEM**. The bidders are required to submit their bids through electronic format in OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. Detailed Guidelines to bidders for participating in OIL's e-Procurement tenders are given in website. Please ensure that **THE BID / ALL TECHNICAL DOCUMENTS RELATED TO THE TENDER** are uploaded in the **Technical RFX Response link only**. Please note that no price details should be uploaded in **Technical RFX Response link**. Details of prices as per Bid format / Price-bid can be uploaded as Attachment in the attachment link under “Notes and Attachments”. A screen shot in this regard is given in para 3.0 of the Covering Note. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in Section – VIII.

12.2 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per **PROFORMA – I**. This should be a part of the Technical-bid.

12.3 Timely delivery of the bids is the responsibility of the Bidders. Bidders should submit their bid on-line before closing of the tender Date and Time.

12.4 Fax/E-mail/ Telephonic offers will not be accepted.

13.0 **DEADLINE FOR SUBMISSION OF BIDS :**

13.1 **No bid can be submitted after the submission dead line is reached. Bids are to be submitted before the Bid Closing Date and Time mentioned in the “Invitation for Bid” in the System.** The system time displayed on e-procurement web page shall decide the submission dead line.

14.0 **MODIFICATION AND WITHDRAWAL OF BIDS:**

14.1 Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the bid closing date and time as

mentioned in the bid. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

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

14.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

15.0 **EXTENSION OF BID SUBMISSION DATE:**

15.1 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. In case of receipt of only one Bid on the Bid Closing Date and Time, OIL may extend the Bid Closing / Opening Date. However, the bidder whose bid has been received within the bid closing date and time, will not be allowed to revise their Bid/prices. Withdrawal of such Bid also will not be permitted by the system.”

16.0 **BID OPENING AND EVALUATION**

16.1 Company will open the Bids, including submission(s) made pursuant to para 14.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, the Bidder's representative must produce an authorization letter from the bidder at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the opening of tenders. The Bidders' representatives who are allowed to attend the bid opening shall sign in a register evidencing their attendance. Only one representative against each bid will be allowed to attend.

16.2 Bid (if any) for which an acceptable notice of withdrawal has been received pursuant to para 14.0 shall not be opened. On opening the remaining bids Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished, documents have been properly signed and the bids are generally in order.

16.3 At bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, furnishing of requisite Bid Security, and such other details as the Company may consider appropriate.

16.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-para 16.2.

16.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

16.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. 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. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

16.7 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.

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

16.9 Time is the essence of the project and therefore no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, OIL may at its discretion, extend the bid closing date and/or time.

**17.0 EVALUATION AND COMPARISON OF BIDS:**

17.1 The Company will evaluate and compare the bids as per Bid Evaluation Criteria (Section-VIII) of the tender document.

17.2 The Company will examine the Priced-bids to determine whether they are complete, any computational errors have been made, required sureties have been furnished, the documents have been properly signed, and the bids are generally in order.

17.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.

**18.0 CONTACTING THE COMPANY:**

18.1 Except as otherwise provided in para 14.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide para 16.5.

18.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in rejection of their bid.

**D. AWARD OF CONTRACT**

**19.0 AWARD CRITERIA:**

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

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

20.1 Company reserves the right to accept any bid and to reject any or all bids.

**21.0 NOTIFICATION OF AWARD:**

21.1 Prior to expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder(s) in writing by registered letter / courier or by fax (to be confirmed in writing by registered / courier letter) that his bid has been accepted.

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

**22.0 SIGNING OF CONTRACT:**

22.1 At the same time as the Company notifies the successful Bidder(s) that his Bid



has been accepted, the Company will either invite the bidder(s) for signing of the agreement or send the Contract Form provided in the bidding document. The form will be accompanied by the General & Special Conditions of Contract, scope of works, schedules of rates and all other relevant documents.

22.2 Within 15 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return the same to the Company.

23.0 **PERFORMANCE SECURITY** ( Not applicable for this PMC tender . However , included for information against the EPC ):

23.1 Within 15 days of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount specified in the Forwarding Letter in the Performance Security Form (form of Bank Guarantee in the format) as provided in the Bidding Document or in any other form acceptable to the Company (demand draft) from a Bank located in India. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.

23.2 The performance security specified above must be valid for six (06) months beyond the expiry date of the contract to cover any obligation and to lodge claim, if any. The same will be discharged by Company after the validity period of the performance security. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover the contract value for the extended period and also to extend the validity of the performance security accordingly.

23.3 Failure of the successful bidder to comply with the requirements of para 23.1 to 24.1 above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event, the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

24.0 **RETENTION MONEY:** (Not applicable against this tender)

25.0 **PAYMENT TERMS:**

25.1 Payment will be made against milestones as provided below. The percentage of payment to be made against each milestone including all taxes and duties will be as under:

SN	Milestone	% of Payment
A	Preparation of Detailed Project Report (DPR) for the 500 KWp Solar Energy Power Project	100% payment for DFR after acceptance of DFR by OIL
B	PMC Services for setting up 500 KWp Solar Energy Power Project at Pump Station # 3, Jorhat in the state of Assam	% of Total lump-sum fee awarded for PMC for 500 KWp Solar Energy Power Project
a	Finalization of EPC tender	5 %
b	Recommendation for award of EPC Contract	15 %
c	Project Management Service - progressive payment based on actual progress as given below for each site:	
i	Approval of the manufacturing & construction drawings	10.00%



ii	Approval of the QAP	5.00%
iii	Completion of Micrositing Activity	5.00%
iv	Completion of foundation work for Structure	5.00%
v	Completion of erection of Structure	5.00%
vi	Completion of Inspection work	5.0%
vii	Completion of erection of PV Modules	5.0%
viii	Completion of all pre-commissioning activities	5.0%
ix	Submission of all statutory / Clearance applications to different departments as applicable as well as Submission of all documents / as built drawings	10.00%
x	Testing & Commissioning of the Solar Power Plant and hook up with the Grid.	10.0 %
xi	Provisional Acceptance of work of EPC Contractor	10.00 %
xii	6 months after acceptance of EPC work	5.0 %
	Total	100 %
<b>C</b>	Monitoring O & M on behalf of OIL for a period of two (2) months from Date of Commissioning including the Boarding & Lodging Charges	Payment against satisfactory supervision of O&M Services at site will be made on monthly pro-rata basis

25.2 OIL shall make payments within 30 days of receipt of undisputed invoice against completion of the work/service of each milestone.

25.3 For any change in project schedule for reasons not solely attributable to the PMC Contractor, additional compensation would be made to them on mutually agreed terms. However, for any change in project schedule for reasons solely attributable to the PMC Contractor, no additional compensation would be made to them for the extended period.

## **26.0 LIQUIDATED DAMAGES:**

In the event of the Consultant's default in timely completion of the work within the stipulated period, the Consultant shall be liable to pay liquidated damages at the rate of 1/2% of the amount payable against each milestone of the Contract per week or part thereof of delay subject to maximum of 7.5% of the total Contract Value. The period for levy of Liquidated Damages will be reckoned from the date after expiry of the scheduled completion time as defined in Clause No. 28.0. Company may without prejudice to any other right or remedy available to it to recover damages for breach of contract, recover the liquidated damages as above from the Consultant. This is an agreed genuine pre-estimate of damages duly agreed by the parties. Payment of Liquidated Damages shall in no way relieve the Contractor from his contractual obligations to complete the Works.

The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to commence the work within the stipulated period.

## **27.0 TIME SCHEDULE:**

The PMC Contract shall be effective from the date of receipt of the Letter of Award (LOA) and shall remain in force for a period of 52 (fifty two) weeks thereafter or on completion of project as per EPC contract or on cessation of

responsibilities of PMC.

It will be the responsibility of PMC to complete the work in stipulated time such as stabilization of system, receipt of all statutory compliances, reconciliation, closing of contract and closing of dispute with EPC, if any.

28.1 **Milestones:** Break up of time schedule/milestones for different activities shall be as given below:

- a) Submission of Detailed Feasibility Report (DFR) 2 (two) weeks from the date of receipt of LOA.
- b) **Completion and submission of EPC tender along with details of O&M contract for 500 KWp Solar Energy Project at PS#3, OIL, Jorhat, Assam** : 2 weeks from date of go ahead given by OIL.
- c) **Review and recommendations of EPC bids:** 2 weeks from the date of receipt of supplementary information, if any from the bidder(s).
- d) **Execution of the Project:** 24 weeks from the Date of issue of LOA to EPC Contractor or till commissioning/handover.

## **29.0 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSES):**

Government of India, vide Gazette of India no.503 dated 26.03.2012 has proclaimed the Public Procurement Policy on procurement of goods and services from Micro & Small Enterprises (MSEs) by all Central Ministries / Departments / PSUs for promotion and development of Micro and Small Enterprises. In accordance with the provisions of the said policy, OIL has implemented following policy on procurement of goods and services:

Issue of tender documents to MSEs free of cost.

Exemption to MSEs from payment of EMD / Bid Security.

Purchase Preference for Goods Purchase Tenders:

In case, participating Micro and Small Enterprises, quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises and such Micro and Small Enterprises shall be allowed to supply up to 20% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared equally subject to matching the L1 price.

The government vide office memorandum no. 21(1)/2014-MA dated 12.02.2015 have intimated that in the situation of L-1+15% and subsequent matching of L-1 price, CPSUs may take more than 20% supplies from micro and small enterprises as per their previous procurement pattern on case to case basis for which the Ministry has no objection.

Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.

The MSEs owned by SC/ST entrepreneurs shall mean:

In case of Proprietary MSE, proprietor(s) shall be SC/ST.

In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.

In case of Private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

In case tendered item is not split able or non-dividable, OIL reserves the right to place order for supply of 100% quantity to lowest eligible MSE subject to matching of L1 price amongst the MSEs qualifying for 15% Purchase preference.

**Purchase Preference for Service Contract Tenders:** 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. 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.

**Documents Required to be submitted by MSEs:** In case bidder is a Micro and Small Enterprise under the Micro, Small and Medium Enterprises Development Act 2006, the bidder shall submit the following:

Documentary evidence that the bidder is a Micro or 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.

If the MSE is owned by SC/ST entrepreneurs the bidder shall furnish appropriate documentary evidence in this regard.

However, If the bidders do not submit the valid registration certificate issued by the authorities as above and indicating the category of services & enterprises and the monetary limit for which they are registered, along with their bids (Technical), the bidders will not be entitled for the exemption and any preference admissible in the Public Procurement Policy (PPP), 2012.

If against an order placed by OIL, successful bidder(s) (other than Micro /Small Enterprise) is procuring materials / services from their sub-vendor who is Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, with prior consent in writing from OIL, the complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid MSE registration certificate, Contact No., details of material and value of procurement made etc.) of the sub-contractor(s) shall be furnished by the successful bidder at the submission of invoice/ bill

**(END OF SECTION – II)**

## **SECTION –III**

### **GENERAL TERMS AND CONDITIONS**

#### **1.0 DEFINITIONS:**

Following terms and expressions shall have the meaning hereby assigned to them unless the context otherwise requires:

- 1.1 'Contract' means the terms and conditions contained in the document entitled **“HIRING OF PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR SETTING UP COMMERCIAL SOLAR ENERGY GENERATION PROJECT OF 500 KWp SOLAR ENERGY PROJECT AT PS#3, OIL, JORHAT, ASSAM”** and the attached exhibits. In the event of any conflict between the text of the contract and the exhibits, the text of the Contract shall have precedence over the exhibits.
- 1.2 'Contractor' or 'Consultant' means the individual or firm or body incorporated performing the work under this Contract.
- 1.3 'Company' means OIL INDIA LIMITED (OIL) and its executors, successors, administrators and assignees.
- 1.4 The 'Work' means each and every activities required for the successful performance of the services described under this contract.
- 1.5 'Operating Area' means those areas on-shore in India in which company or its affiliated company may from time to time be entitled to execute such services/operations.
- 1.6 'Site' means the land and other places, on, under, in or through which the works are to be executed by the Consultant and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.
- 1.7 'Contract Price' or 'Contract Value' means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 1.8 'Company's Items' means the equipment, materials and services which are to be provided by Company/Contractor at the expense of Company.
- 1.9 'Contractor's Items' means the equipment, materials and services which are to be provided by Contractor/Company at the expense of the Contractor.
- 1.10 'Commencement Date' means the date on which the Contractor starts work as per the scope of work of the Contract.
- 1.11 'Contractor's personnel' means the personnel as required to be provided by Contractor from time to time for execution of this contract.
- 1.12 'Company Representative' means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co- ordination.

#### **2.0 EFFECTIVE DATE AND DURATION OF CONTRACT :**

- 2.1 The PMC Contract shall be effective from the date of receipt of the Letter of Award (LOA) and shall remain in force for a period of 52 (fifty two) weeks thereafter or on completion of project as per EPC contract or on cessation of

responsibilities of PMC.

**3.0 CONTRACTOR'S PERSONNEL:**

- 3.1 Contractor's Personnel - Contractor warrants that it shall provide all manpower for the necessary operations, supervision and execution of all works under this Contract to Company's satisfaction. The personnel to be deployed by the Consultant must be competent and sufficiently experienced to perform the works correctly and efficiently except where otherwise stated.
- 3.2 Except as otherwise hereinafter provided, the selection, replacement and remuneration of Consultant's personnel shall be determined by Consultant. Such employees shall be the employees solely of Consultant. Consultant shall ensure that its personnel will be competent and efficient.
- 3.3 Replacement of Contractor's Personnel- Contractor will immediately remove and replace any of the Contractor's personnel, who in the opinion of Company, is incompetent, or negligent or of unacceptable behavior or whose employment is otherwise considered by Company to be undesirable.

**4.0 GENERAL OBLIGATIONS OF CONSULTANT:**

- 4.1 It is expressly understood that Contractor is an independent entity and that neither it nor its employees and its sub-contractors, if any are employees or agents of Company. Company is authorized to designate its representative, who shall at all time have access to the related equipment and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat Company's representative for the time being at site as being in-charge of all Company's and Company designated personnel at site. The Company's representative may, amongst other duties, observe, test, check the work performed by Contractor.
- 4.2 Compliance with Company's Instructions: - Contractor shall comply with all instructions of Company consistent with the provision of this Contract and perform the works described in the Terms of reference/Scope of Work.
- 4.3 Except as otherwise provided in the Terms of Reference/Scope of Work and the special conditions of contract, Contractor shall provide experienced and physically fit personnel as required to perform the work.
- 4.4 Contractor shall 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 successful and timely execution of the work.
- 4.5 Contractor shall be deemed to have satisfied itself before submitting its bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided herein, cover all its obligations under the contract.
- 4.6 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.

**5.0 GENERAL OBLIGATIONS OF COMPANY:**

- 5.1 Company shall, in accordance with and subject to the terms and conditions of the Contract, pay Contractor for its full and proper performance of obligations as per provision of this contract.
- 5.2 Allow Contractor and its employees access, subject to normal security and

safety procedures, to all areas of Company as required for orderly performance of the work.

6.0 **PAYMENT TERMS:**

As defined under para 25.0 of Section – II.

7.0 **LIQUIDATED DAMAGE:**

As defined under para 26.0 of Section – II.

8.0 **TAXES AND DUTIES**

- 8.1 All taxes whether Corporate or Personnel or any other tax (excluding Service Tax & Cess which will be borne by Company) will have to be borne by the Contractor. The Contractor will assume all responsibilities in this regard. However, the Company will deduct income tax at source as per Indian Income Tax Act and other taxes as applicable under law.
- 8.2 The Company will not bear any responsibility nor reimburse any amount in case of duties/taxes actually levied exceeds those taken in to account by the Contractor for preparation of priced bid. Nothing in this contract shall relieve the Contractor from its responsibility to pay any tax/duty that may be levied on profits made by him in respect of the contract. The Contractor shall comply with Indian Income Tax Acts, Rules and Labour Laws framed by Central or State Government from time to time with respect to sub-contractor or other contracts awarded to other parties.
- 8.3 Duties and taxes on purchases made by contractor shall entirely be borne by the Contractor. The Company will not bear any responsibility on such purchases.
- 8.4 Tax levied as per the provisions of tax rules on income derived under this contract will be to Contractor's account.
- 8.5 Taxes will be deducted at source from all payments released to the Contractor, at specified rates of income tax as per provisions of Indian Tax Act.
- 8.6 Contractor shall be responsible for and pay the personnel taxes, if any, for all the personnel deployed.
- 8.7 The Contractor shall furnish the Company, if and when called upon to do, the relevant statements of accounts or any other information pertaining to work done under this contract for submitting the same to Tax Authorities, on specific request by them. Contractor shall be responsible for preparing and filing relevant returns within the stipulated period as per the provisions of the Indian Income tax Act. Company will not assume any responsibility whatsoever towards consequences of non-compliance to above.
- 8.8 The Contractor will arrange tax audit by competent audit firm as per the provision of Indian Tax Laws and submit a copy of the tax audit report to the Company, if and when asked.
- 8.9 Prior to start of operation under this contract, the Contractor shall furnish the Company all necessary documents, as asked for, which may be submitted to Income Tax Authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.
- 8.10 Corporate and personnel taxes on Contractor and their sub-contractor shall be the liabilities of the Contractor and Company shall not be responsible on this



account.

- 8.11 All local taxes, levies and duties, sales tax, octroi, excise duty etc. on purchases/sales by the Contractor, its sub-contractor and agents shall be borne by the Contractor.

**9.0 STATUTORY OBLIGATIONS AND SUBSEQUENTLY ENACTED LAWS:**

- 9.1 The Contractor shall comply with all the statutory obligation of Government of India and State applicable at the Site and the Purchaser shall not be liable for any action of the statutes applicable due to non-fulfillment of statutory obligations by the contractor.
- 9.2 The Contractor shall give all notices and pay all fees required to be given or paid under any Central or State statute, ordinance or other law or any regulation or by-law of any local or other duly constituted authority in relation to the execution of the Work.
- 9.3 The Contractor shall conform and comply in all respects with the provisions of any statute, ordinance or laws as aforesaid and the rules, regulations or by-laws of any local or other duly constituted authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies as aforesaid and shall indemnify the Purchaser against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulation or by-law.
- 9.4 Subsequent to the date of issue of letter of intent/award of Contract, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the Company/Contractor shall reimburse/pay Contractor/Company for such additional /reduced costs actually incurred.

**10.0 USE OF COMPANY'S EQUIPMENT:**

- 10.1 Contractor shall assume the risk of and shall be solely responsible for damage to and loss or destruction of materials and equipment or supplies furnished by Company. In case there is a loss or damage to the company's equipment for causes attributable to contractor, the contractor shall compensate the company.

**11.0 WAIVERS AND AMENDMENTS:**

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

**12.0 CONFIDENTIALITY:**

- 12.1 Contractor agrees to be bound by professional secrecy and undertakes to keep confidential any information obtained during the conduct of services and to take all reasonable steps to ensure that Contractor's personnel likewise keep such information confidential.
- 12.2 This obligation shall be kept in force even after the termination date and until such information will be disclosed by Company.

**13.0 NOTICES:**

- 13.1 Any notice given by one party to other, pursuant to the Contract shall be sent



in writing or by Fax or E-mail and confirmed in writing to the applicable address specified below:

**COMPANY**

GENERAL MANAGER BD-RE  
OIL INDIA LIMITED  
PLOT NO. 19, SECTOR-  
16A, NOIDA – 201 301  
UTTAR PRADESH  
Fax No. 0120-2488327

**CONTRACTOR**

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

**14.0 HEADINGS:**

The headings of the clauses of the Contract are for convenience only and shall not be used to interpret the provisions hereof.

**15.0 ASSIGNMENT AND SUB – LETTING:**

The whole of the work included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer , assign or sublet the Contract or any part or share / thereof / interest therein without the written consent of Oil India Limited . No undertaking shall relieve the Contractor from the full and entire responsibility.

**16.0 FORCE MAJEURE:**

- 16.1 In the event of either party being rendered unable by "Force Majeure" to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such "Force Majeure" will stand suspended as provided herein. The word "Force Majeure" as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 16.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within seventy two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 16.3 Either party will have the right to terminate the contract if such "force majeure" condition continues beyond ten (10) 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 ten (10) days period unless otherwise agreed to. In case a force majeure situation arises for a particular no of days, the contract period shall be extended by that many days without Liquidated Damages.

**17.0 TERMINATION:**

**17.1 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 extension, if any, thereof.

#### 17.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE

Either party shall have the right to terminate the Contract on account of Force Majeure as set forth in Para 16.0 above.

#### 17.3 TERMINATION ON ACCOUNT OF INSOLVENCY

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

#### 17.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE

If the Company considers that the performance of the Contractor is unsatisfactory, or not up-to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving fifteen (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.

#### 17.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT

In case the Contractor's rights and/or obligations under the Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate the Contract.

#### 17.6 CONSEQUENCES OF TERMINATION

In all cases of termination herein set forth, the obligation of the Company to pay the rates or any other charges shall be limited to the period up to the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

17.7 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractor being unable to perform their obligations hereunder for a period of 15 successive days (not including force majeure delay). Company, at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

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

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

#### 18.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996. The Arbitration should be

conducted by a panel of 3 (three) Arbitrators, where each party shall appoint one Arbitrator and such Arbitrators should mutually select and appoint the third and Presiding Arbitrator. If any party fails to appoint an Arbitrator within 30 (thirty) days of being notified to do so by the other Party or if the two Party appointed Arbitrators fail to agree on the third Arbitrator, the Parties shall be at liberty to seek appointment of Arbitrator in accordance with the Arbitration and Conciliation Act, 1996 by a petition before a Court having jurisdiction. The venue of arbitration will be New Delhi. The award made in pursuance thereof shall be binding on the parties.

**19.0 SET OFF:**

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 the Company and set off against any claim of the Company (or such other person or persons contracting through the Company) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor/ with the Company (Or such other person or persons contracting through the Company).

**20.0 PROGRESS MONITORING**

20.1 The Contractor shall submit program of execution both in the form of activities in 'Project' as well as quantitative program in terms of month wise physical targets for various disciplines of work. These shall be periodically updated considering the progress of the Project.

20.2 On the first day of each calendar month following effectiveness of the Contract, two copies of a monthly progress report with exception report showing current status of various activities shall be submitted by the Contractor to the OIL.

20.3 The monthly progress report to be submitted by the Contractor shall indicate progress of activities against targeted dates and targeted quantities in Performa as per the requirement of the Contract for maintaining consistency of reporting and for maintaining database by, the OIL. Reasons for shortfalls, if any, shall be clearly brought out and proposed remedial measures to arrest the delays shall be indicated by the Contractor in the progress report, wherever applicable.

20.4 The progress report shall also highlight inspection status. The Contractor shall submit one copy of the inspection certificate duly signed by representatives /authorized agencies after inspection along with each progress report.

**20.5 FURNISHING FRAUDULENT INFORMATION / DOCUMENT:**

If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the Bid Security / Performance Security shall be forfeited and the bidder / contractor shall be debarred for a period of three (03) years from the date of detection of such fraudulent act, besides legal action.

21.0

**(END OF SECTION - III)**

**SECTION – IV**  
**Scope of Work/Service**

**SCOPE OF SERVICES OF THE PROJECT MANAGEMENT  
CONSULTANT FOR SOLAR ENERGY POWER PROJECT**

The scope of services of the consultant shall inter-alia include all the works pertaining to the following:

1. Preparation of Detailed Project Report (DPR) for the proposed 500 KWp Solar Energy Power Project including various benefits derived from the project by OIL considering inter alia the following aspects but not limited to :
  - A. Solar energy potential and solar power market:**

Study of Solar energy potential based on standard data, present utilization and scope for future utilization, covering solar potential states of India in general with special focus on Assam/ North East and specific to the site.
  - B. Solar Energy Policies of State Governments:**
    - (i) Study of Solar energy policy, various schemes and concessions etc. of Central government and State governments with a special focus on Assam / North East.
    - (ii) Study of Solar power purchasing rate structure in the state of Assam/ North East.
    - (iii) Information of state government policies in giving clearance for setting up of Solar power units, infrastructure assistance, etc. in Assam/ North East.
  - C. Development and introduction of new technology of Solar Power Generation:**

Suggest suitable technology for PV modules, inverters etc. based on the prevailing solar irradiance and other environmental factors specific to the location.

To indicate the developments taking place in Solar PV technology, latest concepts of banking of Solar Power, developments in the fields of inverters, availability of indigenous manufacturers etc.

**NB:**

The offered site falls within Crude Oil Pump Station area. The plant shall be designed keeping consideration of the safety aspects related to this fact.
  - D. Estimation of capital cost of 500 KWp Solar Plant:**

To indicate estimated capital cost of 500 KWp Solar farm based on the solar resource assessment of the site (Considering prevailing solar irradiation etc.), selection of suitable solar PV module technologies, cost effectiveness, remoteness of the location etc. The break-up may be given under the following headings:

    - i) Equipment cost for PV modules, inverters, transformer, connection to grid, control station etc.
    - ii) Erection and commissioning.

iii) Energy storage/banking facilities.

**E. Operation and Maintenance (O&M) cost for the 500 KWp Solar Plant:**

To indicate estimated O&M cost of 500 KWp Solar farm based on the

- (i) Statutory fees, development charges, comprehensive insurance charges, Municipal/panchayat fees, grid connection etc. Spares cost Foreign exchange component any other fees if applicable.
- (ii) O&M contract and the expenditure thereon and approximate escalation, etc.

**F. Additional Requirements:**

The DPR shall also cover site details, Working Principle of the system, Array layout, Provisional system design and system description with costing, requirement of utilities, Relevant standards, Standard operating procedures, Power evacuation arrangement, Project implementation schedule etc..

**G. Financial Aspects:**

- i) To estimate the cost of generation, Return on investment (ROI) and Breakeven point taking into various factors such as accelerated depreciation, normal depreciation, income tax holiday taking into consideration the special status given to North Eastern states, etc.
- ii) Cost benefit analysis / Comparative study of the cost of production of electricity from the Solar plant vis a vis the existing conventional power generators. OIL shall provide the relevant inputs regarding existing conventional power generators.

**H. Statutory Clearances**

Facilitate and monitor the EPC contractor in acquiring the following if required

- i) NOC from SEB / Regulatory Commission
- ii) PPA with State utility for sale of the power or captive use.
- iii) Safety clearance from Chief Electrical Inspector for the State.
- iv) Environmental clearances if required.
- v) Preparation of documents related to clearance from Directorate General of Mine Safety / OISD / Factories Act, 1948 etc.

**2. Services for selection of EPC Contractor :**

- (i) Preparation of EPC tender document,
- (ii) Assisting in pre-bid meetings and replies to the queries raised
- (iii) Evaluation of technical bids
- (iv) Recommendation of technically qualified bidders,
- (v) Financial evaluation of bids and final recommendation for award of EPC Contract.

**3. Services after award of contract to EPC contractor**

**A. Review & Approval of Drawings /Data**

- i) Engineering data, specifications, drawings etc submitted by EPC
- ii) Electrical installation drawing viz. Single line diagram for Solar farm interfacing, etc.
- iii) Layout plan for control & metering station, unit sub-station, internal OH lines, control room, trenches, earthing, lighting, fencing gate etc.

- iv) Details of Civil work involved for the above.
- v) Verification of detailed Bill of Materials along with specifications.
- vi) Verification of job completion, schedule of work for various activities related to erection of structures, Electrical installations, PV module Erection and Commissioning.
- viii) Checking of Quality Assurance plan (QAP) / check list for structure Foundations and electrical installations.

**B. Site Supervision**

- i. Posting of an experienced and competent site engineer to supervise activities of micro siting, construction of foundation, erection of structures, PV modules and Commissioning as per implementation schedule.
- ii. At least once a month site visit by consultant's senior management during the erection and commissioning period.
- iii. Verification of all equipment after receipt at site and inform discrepancies if any.
- iv. Checking and certifying quality / plan of erection work.
- v. Witnessing pre-commissioning and commissioning tests of all equipments.
- vi. Submission of Progress Report PERT CHART/BAR CHART incorporating all activities required for the completion of the project well in time.
- vii. Checking of Operation & Maintenance documents (equipment specific journals) submitted by the EPC contractor.
- viii. Preparation of list of incomplete jobs and defects, if any to be attended by the EPC contractor.

**C. Other Responsibility:**

- i) Checking and certification of invoices/bills submitted by EPC contractor against milestone activities to Owner for payment to Contractor.
- ii) Review of contract documents and all other documents related to various statutory approvals/ clearances etc.
- iii) Provide necessary assistance / back up in liaison work with concerned authorities for the implementation of project.
- iv) Providing all required services and assistance for replying to the queries of concerned Government Departments/ statutory bodies and agencies on the progress and any other aspect related to the project
- v) Provide necessary back up / technical assistance for co- ordination with external agencies viz. Insurance agencies etc.
- vi) To ensure the EPC contractor carry out the activities in accordance with the safety plan throughout the course of the construction of the project.

**D. Post Commissioning Monitoring of Solar Plant for 2 months:**

Deputation of one Senior Engineer at wind farm site for:

- i) Ensure smooth functioning of the Solar Plant by close monitoring the installed system
- ii) Ensure that the system is performing as designed giving the desired output.
- iii) Discussions with O&M staff of Service Provider for any issues relating to Solar project performance.

**E. Analysis of collected information and data available at site using licensed**

software and preparation of report for the Solar plant containing the following:

- i) Physical observation
- ii) Actual generation and comparison with guaranteed / estimated generation.
- iii) Internal losses.
- iv) Actual KVARh consumption
- v) Stoppage hours of the plant with break-up for low Solar and non- availability of grid and machine.
- vi) Component failure, if any.
- vii) Present maintenance status
- viii) Recommendations for improvement in O & M of Solar farm to achieve better performance.

**(END OF SECTION – IV)**



## **SECTION – V**

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

WHEREAS, (Name of Bidder)\_\_\_\_\_ (hereinafter called "the Bidder") has submitted his bid dated (Date) \_\_\_\_\_ for the provision of certain oilfield services (hereinafter called "the Bid").

WE KNOW ALL MEN by these presents that We (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto Oil India Ltd (hereinafter called "Company" in the sum of (\_\_\_\_\_) \* for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the Bank this \_\_\_\_\_ day of \_\_\_\_\_, 201.

#### **THE CONDITIONS of this obligation are:**

- (1) If the Bidder withdraws his Bid during the period of bid validity specified by the bidder**
- (2) If the Bidder, having been notified of the acceptance of his Bid by the Company during the period of Bid validity:**
  - z(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, on tender document;**
  - or**
  - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders on tender documents.**
- (3) If the Bidder furnished fraudulent document/information in their bid.**

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

This guarantee will remain in force up-to and including the date (date of expiry of bank guarantee should be minimum 30 days beyond the validity of the bid) any demands in respect thereof should not reach the bank not later than the above date.

-----  
\* The bank should insert the amount of guarantee in words and figures

Date :

Signature of issuing authority of Bank with  
designation seal and seal of the bank.

**(END OF SECTION-V)**

## **SECTION – VI**

### **FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)**

( Not applicable for this PMC. Provided for information against the EPC)

To : (Name of Company \_\_\_\_\_)  
(Address of Company \_\_\_\_\_)

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

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee, NOW  
HEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf  
of the Contractor, up to a total of (Amount of Guarantee) \* \_\_\_\_\_ (in  
words) \_\_\_\_\_ such sum being payable in the  
types and proportions of currencies in which the Contract Price is payable, and we  
undertake to pay you, upon your first written demand and without cavil or argument, any  
sum or sums within the limits of the 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 modifications of the terms of the  
contract or of the work to be performed there-under or of any of the contract documents  
which may be made between you and Contractor shall in any way release us from any  
liability under this guarantee, and we hereby waive notice of any such change, addition or  
modification.

This guarantee is valid until .....one month after Contract completion.

#### **SIGNATURE & SEAL OF THE GUARANTOR**

Name of Bank

Address

Date

\_\_\_\_\_

\* An amount is to be inserted by the Guarantor, representing the percentage of the  
Contract price specified in the forwarding letter, and denominated either in the currency of  
the Contract or in a freely convertible currency acceptable to the Company.

**NOTE : Bidders are NOT required to complete this form while submitting the Bid.**

**(END OF SECTION-VI)**

## **SECTION – VII**

### **SAMPLE FORM OF AGREEMENT**

THIS AGGREEMENT is made on the ..... day of..... 2013, between (Name of Company)\_\_\_\_\_ of (Mailing address of Company) \_\_\_\_\_, hereinafter called "the Company", of the one part and (Name of Contractor) \_\_\_\_\_ (hereinafter called "the Contractor") of the other part.

WHEREAS the Company is desirous that certain works should be executed viz. (Brief description of works)\_\_\_\_\_ and has, by Letter of acceptance dated (Date of Letter of Acceptance)\_\_\_\_\_, accepted a Bid by the Contractor for the execution, completion and maintenance of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a) This form of Agreement,
  - b) The Letter of Acceptance,
  - c) The said Bid and Appendix,
  - d) The Technical Specifications and
  - e) The Priced Bid and Quantities,
  - g) The Schedules of Supplementary Information,
  - h) The Special Conditions of Contract and
  - i) The General Conditions of Contract
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies they shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.
5. The Company hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals to this Agreement on the day, year first written above.

SIGNED, SEALED AND DELIVERED.

By the said Name\_\_\_\_\_

On behalf of the Contractor  
in the presence of:

**(END OF SECTION - VII)**

## **SECTION – VIII**

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

The bid shall conform generally to the specifications and terms and conditions given in the Tender Document. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the Scope of Work. Notwithstanding 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 documents related to BRC must be submitted along with the Bid.

### **1.0 TECHNICAL**

- 1.1 Any offer which does not include all the jobs/services mentioned in the Scope of work will be considered as incomplete and rejected.
- 1.2 A bidder should have the following experience in Solar Energy Generation and the Bidder shall furnish documentary evidences as mentioned below along with the bid to establish his experience / track record meeting the Technical Criteria. The certification by the bidder for his / her own Solar Energy Generation Project or any in-house work experience shall not be considered as valid experience.
  - (a) Bidder shall have experience of having successfully carried out Project Management Consultancy (PMC) from concept to commissioning during the preceding 7 years prior to the final due date of bid opening, which experience should be one of the following:
    - i) One similar completed works for a Solar Energy Generation Project of minimum capacity of 500 KW.
    - ii) Two similar completed works for a Solar Energy Generation Project of minimum capacity of 250 KW.
  - (b) Bidder shall have at least one Solar Energy Generation Project, for which PMC services were provided by the bidder, working successfully for a period of one year from the date of commissioning.
- 1.3 Supporting documentary evidences to be provided:
  - a) Copy of work Order or Contract Agreement and completion certificate issued by the client showing reference no. of work order / Agreement, date of completion of the work as mentioned in 1.2(a).
  - b) Certificate regarding successful operation of the Solar Energy Generation Project for a period of at least one (01) year from the date of commissioning as mentioned in 1.2(b).
- 1.4 Annual Financial Turnover of the bidder during any of preceding three financial / accounting years from the original bid closing date should be at least Rs.3.0 Lakh (Rupees Three Lakh) only.
- 1.5
  - a) For proof of Annual turnover, any one of the following document must be submitted along with the bid:
    - i) A certificate issued by a practicing Chartered/ Cost Accountants ( with Membership Number and Firm Registration Number (FRN)), certifying the Annual Turnover, Net Worth and nature of business as per format prescribed in ANNEXURE

OR

ii) Audited Balance Sheet along with Profit and Loss account.

- b) In case the bidder is a Central Govt. Organization/ PSU/ State Govt. Organisation /Semi-State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available.

However, the bidder to provide documentary evidence for the same.

## **2.0 COMMERCIAL:**

- 2.1 The bids are to be submitted / uploaded under Single Stage Composite Bid System in OIL's e-Procurement portal as explained in the Covering Note.
- 2.2 The User ID & Password are not transferable. Bids submitted by parties to whom the User ID & Password was not issued by the Company will be rejected.
- 2.3 Rates quoted by the successful bidder must remain firm during the entire period of execution of the contract and not subject to variation on any account whatsoever. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 2.4 Conditional offers will be rejected.
- 2.5 Bids received in any form or media other than through OIL's e-Procurement portal will not be accepted.
- 2.6 Bid documents uploaded in the e-Procurement Portal shall be typed/written and scanned clearly and contain no interlineation, erasures or overwriting except as necessary to correct errors made by bidder. Any bid not meeting this requirement shall be rejected.
- 2.7 Bids must be kept valid for a minimum period of 90 days from the date of scheduled bid closing. Bids with inadequate validity will be rejected.
- 2.8 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Schedule Format" (**PROFORMA-II**) of bidding documents; otherwise the bid will be summarily rejected. The Bids in which the rates for any part of the work are not quoted shall be rejected.
- 2.9 **Bid Security:** Bid Security in original must reach the office of DGM –Contracts (BD), Business Development Department, Oil India Limited (OIL), Plot No. 19, Sector-16A, Noida-201301 UP, India, before the Bid Opening Date and Time. The amount of Bid Security shall be as specified in the "Covering Note" and should be valid till the date mentioned in the on-line Tender. Scanned copy of this Bid-Security should also be submitted / uploaded online along with the Bid. Central Govt. departments , Public Sector Undertakings and Micro and Small Enterprises are exempted from submission of bid security against this tender. If Bid Security in ORIGINAL in prescribed format for an amount and validity as aforesaid is not received, within the Bid Opening date and Time at the office of DGM –Contracts (BD), Business Development Department , Oil India Limited (OIL), Plot No. 19, Sector-16A, Noida-201301 UP, India, the bid will be rejected without any further consideration.
- 2.10 Bidder must accept and comply with the following clauses as given in the Bidding Document in toto, failing which offer will be rejected-

a) Liquidated Damage clause	d) Arbitration clause
b) Force Majeure clause	e) Applicable Law
c) Tax liabilities clause	

### **3.0 GENERAL:**

- 3.1 **PROFORMA-I:** The Compliance statement must be filled up by bidders and to be submitted/uploaded along with their bids. In case bidder takes exception to any clause of the 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. If the proforma is left blank or not submitted, then it would be construed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document. No deviation will, however, be accepted in the clauses covered under BRC.
- 3.2 If any of the clauses in the BRC contradicts with other clauses of bidding document elsewhere, then the clauses in the BRC shall prevail.

### **B. BID EVALUATION CRITERIA (BEC):**

- 1.0 The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria (BRC) will be considered for further evaluation as per the Bid Evaluation Criteria given below.
- 1.1 Commercial Evaluation of bids submitted by the technically qualified bidders will be done on the basis of rates quoted by them as per the enclosed Price Schedule Format (**PROFORMA-II**) to ascertain the inter-se-ranking on total value basis considering all the items. However, it is to be clearly understood that the estimated man-hours indicated therein is based on estimates/assumptions of the Company and valid for bid evaluation purpose only. Payment will be made by OIL on actual job done/studies carried out during execution of the contract.
- 1.2 In the event of computational error between unit rate and total price, the unit rate as quoted by the bidder shall prevail. Similarly, in the event of any discrepancy between words and figures, the unit rates as quoted in words shall prevail.

**(END OF SECTION-VIII)**

**STATEMENT OF COMPLIANCE**  
(Only exceptions/deviations to be rendered)

<b>SECTION NO. (PAGE NO.)</b>	<b>CLAUSE NO. SUB-CLAUSE NO.</b>	<b>COMPLIANCE/ NON COMPLIANCE</b>	<b>REMARKS</b>

(Authorised Signatory)

Name of the bidder\_\_\_\_\_

**NOTE:** OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their technical bids. If the proforma is left blank or not submitted, then it would be construed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.



**PROFORMA-II**

<b>PRICE SCHEDULE FORMAT</b>					
<b>PROJECT MANAGEMENT CONSULTANCY (PMC) FOR SETTING UP SOLAR ENERGY POWER PROJECT OF 500 KW AT PUMP STATION # 3, JORHAT, ASSAM</b>					
<b>Srl. No.</b>	<b>Description</b>	<b>UOM</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Total Price</b>
				In INR	In INR
A.	Preparation of Detailed Feasibility Report for the envisaged 500KWp Solar Energy Power Project	AU (Lumpsum)	1		
B.	Project management Consultancy for 500 KWp Solar Energy Power Project at Pump Station # 3, Jorhat, Assam including preparation of tender document till selection of EPC cum O&M contractor. The charges will also include supervision/ validation of design, engineering, erection, testing and commissioning of the project, Boarding & lodging charges for site visits & supplier plant visits to carry out the work as defined in the detailed scope of work of the tender.	AU (Lumpsum)	1		
C.	Monitoring O & M on behalf of OIL for a period of two (2) months from Date of Commissioning including the Boarding & Lodging Charges	Payment against satisfactory supervision of O&M Services at site will be made on monthly pro-rata basis			
	GRAND TOTAL				

**Notes:**

1. Price quoted above should be inclusive of all applicable statutory taxes and duties, except Service Tax and Cess which will be on OIL's account.
2. For Sl. No. "C" above the quantity given is purely estimated figure only. Payment will be made on actual utilization for the same.

#####

## **PROFORMA-II**

**( To please sign and upload with the bid)**

### **INTEGRITY PACT**

Between

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

And

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

#### **Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for -----  
------. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

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

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

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

**(2)** If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

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

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

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

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

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

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

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

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

#### **Section 5 -Previous transgression**

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

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

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

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

(three in number depending on the size of the contract)

(to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

**Section:9 -Pact Duration**

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

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

**Section:10 -Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....  
**For the Principal**

.....  
**For the Bidder/Contractor**

Witness 1: .....

Witness 2: .....

Place. NOIDA.  
Date .....

## APPENDIX-A

Guidelines to bidders for participating in

OIL's e-Procurement tenders

Bid invitations (Tenders)

The details of e-Procurement tenders can be accessed from our e-Procurement site. <https://etender.srm.oilindia.in/irj/portal>.

To view e-Procurement tenders you need to login using your login id & password to view all tenders available for you.

If you do not have a user id, please click on Guest login button to view available open tenders.

Pre-requisites to submit tenders on line through e-Procurement Portal

Bidders should have a valid User Id to access OIL e-Procurement site.

Bidders should have a legally valid Class 3 digital certificate with Organizations Name as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

Tender fee must have been paid, if applicable for the Bid Invitation. If Bidder is exempt from paying tender fee, Bidder must hold exemption from the Tender Officer.

Bidder should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.

Obtaining User Id to access OIL e-Procurement site

Initially user id and password will be assigned to you against request letter and other requisite documents, tender fee etc., if any as mentioned in the Tender/NIT.

Instructions for obtaining Digital Certificate

In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid digital certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. (<http://www.cca.gov.in/>)

Steps for obtaining Digital Certificate

Visit the site of the licensed CA using internet browser.

Apply online for a class 3 digital certificate for the designated individual with organization name. Ensure the Digital Certificate is legally valid in India.

For making payment and submission of documents required for issue of the Digital Certificate, follow the instructions on the CA's website.

Use the class 3 Digital Certificate thus obtained for online bidding on OIL e-Procurement site.

Links to some licensed CA's are provided below

1. TCS
2. Safescrypt
3. MTNL Trustline
4. (n)Code Solutions
5. e-mudhra etc.



#### Technical Settings

1. Web Browser Supported: Microsoft IE Ver 6.0 or higher recommended
2. Java: To view some of the components, you need to install Java Internet component JDK 5.0 from <http://java.sun.com/javase/downloads/index.jsp>
3. Proxy: If you are unable to access OIL e-Procurement site or Bid Documents, check if you are using proxy to connect to internet or if your PC is behind any firewall. Contact your system administrator to enable connectivity. Please note that standard Port for HTTPS (443) connectivity should be enabled on your proxy/firewall. Dial-up internet connectivity without Proxy settings is another option.
4. Pop-ups: Pop-ups should be enabled on OIL e-Procurement URL and Bid Documents URLs. This is required to view tender documents.
5. Recommended Screen Resolution: 1024 by 768 pixels.
6. Internet Speeds: If you are experiencing slow connectivity to OIL e-Procurement, then contact your system administrator/ISP provider for desirable speeds.
7. Active-x controls: Maintain the settings as described in Internet Explorer settings document to enable digital signature signing and verification.

Parameter	Value
Allow Script lets	Enable
Automatic prompting for ActiveX controls	Enable
Binary and script behaviors	Enable
Download signed ActiveX controls	Enable
Download unsigned ActiveX controls	Enable
Initialize and script ActiveX controls not marked as safe	Enable
Run ActiveX controls and plug-ins	Enable
Script ActiveX controls marked safe for scripting	Enable
Use Pop-up Blocker	Disable

8. Digital signature client SW/component : To use Digital Signature, a client level Software is required.

This is third party software from Safescrypt. This is installed automatically, once you start working on

OIL's e-procurement system. A popup will come before it starts installation. You need to ensure you have administrative rights on the PC or the laptop. This installation is one time activity for a PC or Laptop.

However for any problem in uploading Bids you may Contact ERP MM Team of OIL.

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