



OIL INDIA LIMITED

DULIAJAN, DIBRUGARH, ASSAM



IFB NO.: CPI0339P19

**EPC Tender Document for new
Central Bowser Unloading Station (CBUS)
At Duliajan**

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VOLUME - I
COMMERCIAL

VOLUME-I

COMMERCIAL

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**GENERAL
INFORMATION FOR BID**



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

PROJECTS DEPARTMENT
TEL: (91) 374-2807207
E-mail: prodproj@oilindia.in
Website: www.oil-india.com

FORWARDING LETTER

M/s _____

**Sub: IFB No. CPI0339P19 for Engineering, Procurement, Construction,
Testing and Commissioning of Central Bowser Unloading Station
(CBUS) at Duliajan, Assam.**

Dear Sirs,

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

2.0 OIL INDIA LIMITED proposes to construct a Central Bowser Unloading Station (CBUS) at Duliajan, Assam. The installations are to be constructed as per Design Basis, Scope of Work and Functional Specifications.

3.0 In this connection, OIL invites Competitive Bids from competent and experienced Indigenous Contractors through OIL’s e-procurement site for Supply, Installation & Commissioning of Central Bowser Unloading Station at Duliajan, Assam. One complete set of Bid Document covering OIL’s IFB for Supply, Installation & Commissioning is uploaded in OIL’s e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are:

(i)	IFB No./E-Tender No.	:	CPI0339P19
(ii)	Type of Bidding	:	National Competitive Bidding (NCB) under Single Stage 2-Bid System
(iii)	Last day for online registration in OIL’s e-tender portal (for new vendors)	:	04/03/2019
(iv)	Last day for clarification regarding eligibility for Bid Security/ EMD	:	04/03/2019

	exemption/waiver (for MSE vendors)		
(v)	Bid Closing Date & Time	:	11/03/2019 at 11:00 Hrs. (IST)
(vi)	Technical Bid Opening Date & Time	:	11/03/2019 at 14:00 Hrs. (IST)
(vii)	Priced Bid Opening Date & Time	:	To be intimated to the Technically & Commercially acceptable bidders at a later date.
(viii)	Bid Submission Mode	:	E-tendering through OIL's e- tendering portal.
(ix)	Bid Opening Place	:	Office of CGM-Projects Projects Department, Oil India Limited, Duliajan -786602, Assam, India.
(x)	Bid Validity	:	120 days from the bid closing date
(xi)	Completion Period	:	20 Months from the Date of Letter of Award (LOA).
(xii)	Bid Security Amount	:	Rs. 48,50,500.00
(xiii)	Bid Security Validity	:	150 days from the bid closing date
(xiv)	Original Bid Security to be submitted	:	GM(Projects-C&P) PROJECTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
(xv)	Original authenticated documents to be submitted by bidder towards meeting the BEC to	:	GM(Projects-C&P), PROJECTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
(xvi)	Amount of Performance Security	:	10% of the Total Contract Value. The Contract value is total evaluated price of the Contract.
(xvii)	Validity of Performance Security	:	3 months beyond Successful Completion of PGTR plus 12 months defect liability period plus 3 Yr AMC period
(xviii)	Duration of the Contract	:	20 Months from the Date of Letter of Award (LOA) for EPC works plus the Defect liability period plus 3 Yr AMC period
(xix)	Quantum of Liquidated Damage for Default in Timely completion	:	Refer to Clause No. 17.0 of Part-3, Section-I, General Conditions of Contract (GCC)
(xx)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial un-priced Bid.

(xxi)	Bids to be addressed to	:	GM (Projects-C&P), PROJECTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
(xxii)	Date and Venue of Pre-Bid Conference	:	11/02/2019 at PHQ, Guwahati, Assam
(xxii)	Date of receipt of Queries	:	08/02/2019 up to 15.30 Hrs. (IST)

4.0 INTEGRITY PACT:

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

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

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

5.2 Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

5.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly.

In case of loss of the certificate, OIL INDIA LIMITED is not responsible.

5.4 Bidders must have a valid User ID to access OIL's e-Procurement site for submission of bid. New vendor shall obtain User ID & password through online vendor registration system in e-portal. Bidders without having E-tender Login ID and Password should complete their online registration at

least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, bidder may visit the OIL's E-tender site <https://etender.srm.oilindia.in/irj/portal>. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374- 2807178/4903.

5.5 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the bidder. In the event of late registration/incomplete registration by bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374- 2807178/4903.

5.6 MSEs Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote/participate.

5.7 For availing benefits under Public Procurement Policy (EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender seeking clarification/confirmation as to whether their registered item is eligible for EMD exemption or not. Late communication in this regards and request for bid closing date extension on that plea shall not be entertained by Company.

5.8 The Central Govt. Departments and Central Public Sector Undertakings will also be exempted from the payment of tender fee.

6.0 CONSULTANT

OIL has appointed M/s. RICHARD DESIGN SERVICES INDIA KOLKATA (RDSI) as their EPMC Consultant for implementation of the project. OIL has also authorized the Consultant to enter into correspondence with bidders and obtain clarification/confirmation, if any, with respect to this Tender. Communications to Consultant shall be addressed to e-mail:

7.0 IMPORTANT NOTES :

7.1 PRE BID QUERIES/ CLARIFICATIONS ON THE TENDER: The prospective bidders shall submit their pre-bid queries/ clarifications against the tender through E-mail addressed to (shantanukr.gogoi@oilindia.in) or prodproj@oilindia.in on or before 15.30 Hrs. IST).

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

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

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

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

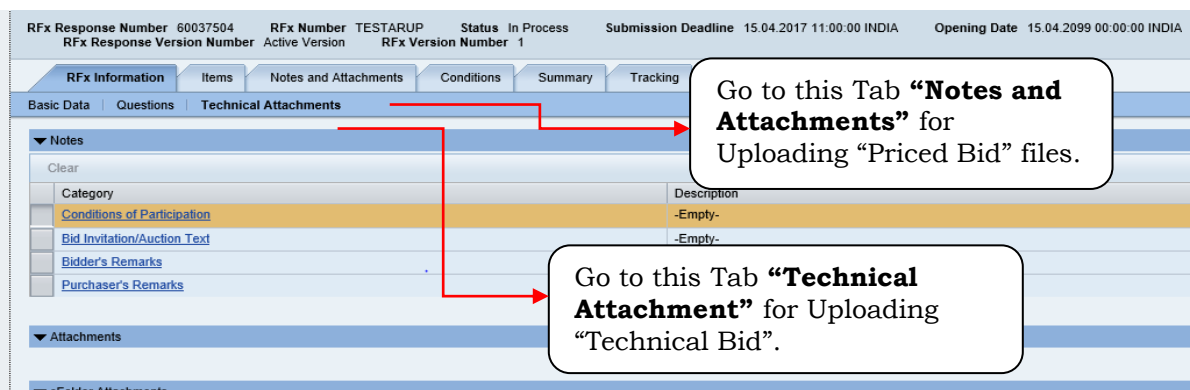
iv) HOLIDAY LIST: Bidders shall take note of the following important points while participating in OIL's e-procurement tender:
The bidders who are on Holiday/Negative list of OIL on due date of submission of bid/during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/evaluation/Award of Work.

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

vi) Bid should be submitted online in OIL's E-procurement site up to 11.00 Hrs (IST) (Server Time) on the date as mentioned and will be opened on the same day at 14.00 Hrs (IST) at the office of the CGM-Projects in presence of the authorized representatives of the bidders.

vii) The authenticity of 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.

viii) The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders shall submit both the “TECHNICAL” and “PRICED” bids through electronic form in the OIL’s e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender portal. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in **“Technical Attachments” Tab only**. Bidders to note that no price details should be uploaded in “Technical Attachments” Tab Page. Details of prices as per Price Bid format/Priced bid to be uploaded under “Notes & Attachments” tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria mentioned in Clause 4.1 of part 2- qualifying requirement and BEC and under Commercial Bid submission.



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

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

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

NOTE:

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

RfX Response Number 60037504 RfX Number TESTARUP Status In Process Submission Deadline 15.04.2017 11:00:00 INDIA Opening Date 15.04.2019 00:00:00 INDIA
RfX Response Version Number Active Version RfX Version Number 1

RfX Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions **Technical Attachments**

▼ Notes

Clear

Category	Description
Conditions of Participation	-Empty-
Bid Invitation/Auction Text	-Empty-
Bidder's Remarks	-Empty-
Purchaser's Remarks	-Empty-

▼ Attachments

▼ cFolder Attachments

Add Attachment Delete Verify Signature

cFolder Name	Category	Description	File Name	Version	Processor
The table does not contain any data					

Go to this Tab **"Technical Attachment"** for Uploading "Technical Bid".

Uploading of Price Bid:

RfX Response - Internet Explorer

RfX and Auctions

Edit RfX Response:

Submit Read Only Print Preview Check Technical RfX Response Close Save Delete Verify Signature Sign Response Refresh Smartform System Information Create Memory Snapshot

RfX Response Number 60032549 RfX Number SDIO66P17 Status Saved Submission Deadline 26.02.2017 11:00:00 INDIA Opening Date 26.02.2019 11:00:00 INDIA Remaining Time 4 Days 01:50:00
RfX Owner BHARALI Total Value 0.00 INR RfX Response Version Number Active Version RfX Version Number 2

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

▼ Notes

Add Clear

Assigned To	Category	Text Preview
The table does not contain any data		

▼ Attachments

Sign Attachment Add Attachment Edit Description Delete Create Qualification Profile

Assigned To	Category	Description	File Name	Version	Processor	Checked Out	Type	Size (KB)	Changed by	Changed on
The table does not contain any data										

Go to this Tab **"Notes and Attachment"** for Uploading "Price Bid".

b) After Uploading of Price bid Click 'Save'

RfX Response - Internet Explorer

RfX and Auctions

Edit RfX Response:

Submit Read Only Print Preview Check Technical RfX Response Close **Save** Delete Verify Signature Sign Response Refresh Smartform System Information Create Memory Snapshot

RfX Response Number 60032549 RfX Number SDIO66P17 Status Saved Submission Deadline 26.02.2017 11:00:00 INDIA Opening Date 26.02.2019 11:00:00 INDIA Remaining Time 4 Days 01:19:48
RfX Owner BHARALI Total Value 0.00 INR RfX Response Version Number Active Version RfX Version Number 2

RfX Information Items Notes and Attachments Conditions Summary Tracking

▼ Notes

Add Clear

Assigned To	Category	Text Preview
The table does not contain any data		

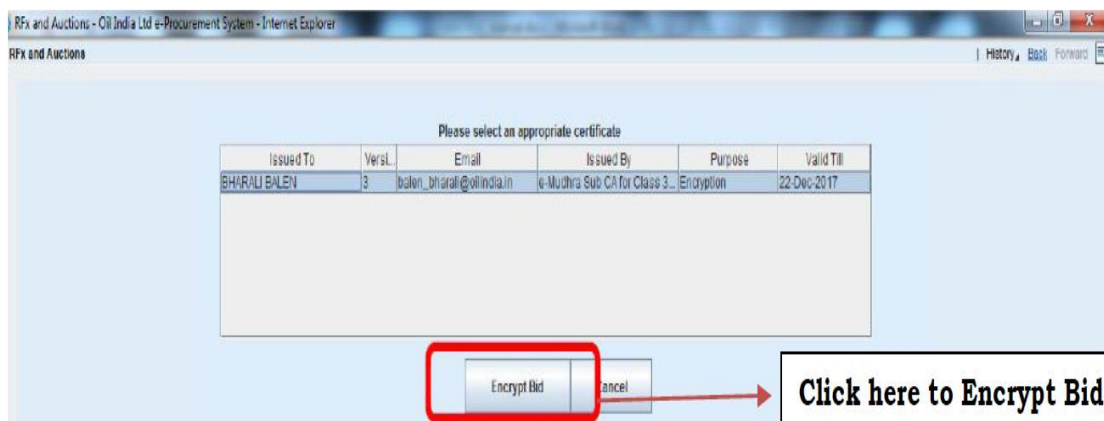
▼ Attachments

Sign Attachment Add Attachment Edit Description Delete Create Qualification Profile

Assigned To	Category	Description	File Name	Version	Processor	Checked Out	Type	Size (KB)	Changed by	Changed on
Document Header	Standard Attachment	PRICE BID	PRICE_BID.xls.sig	1		<input type="checkbox"/>	sig	10	1/210445	24.02.2017

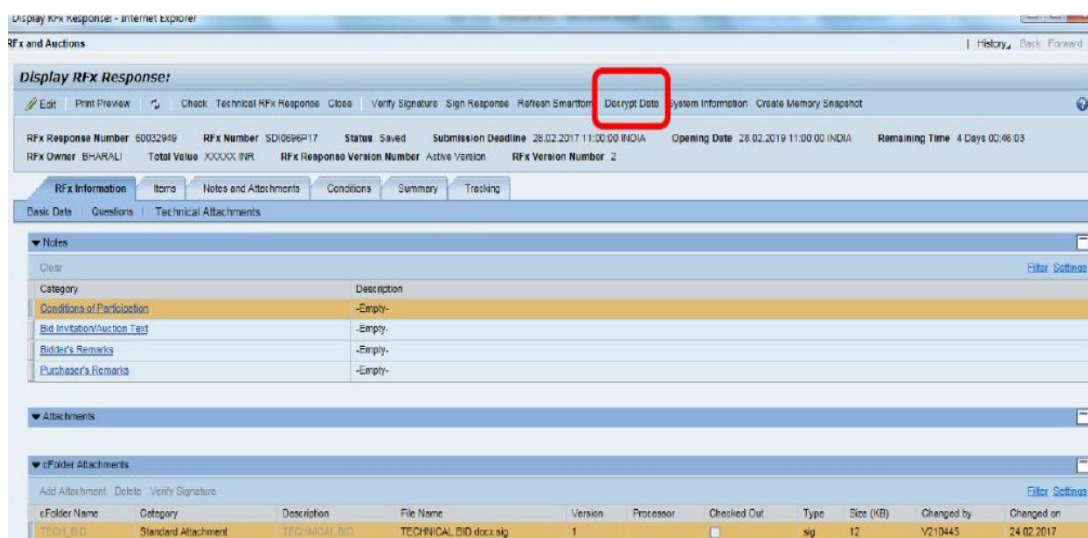
Once saved, the Data will be encrypted & the Encryption Certificate will be in use.

- d) Click to select the desired Encryption certificate & Encrypt Bid:

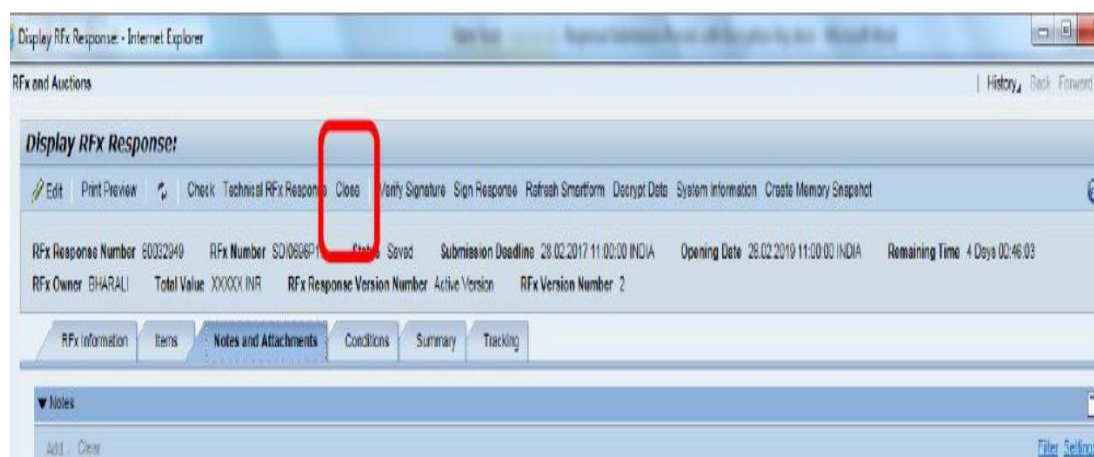


The Encrypted Data will be displayed only when click '**Decrypt data**'

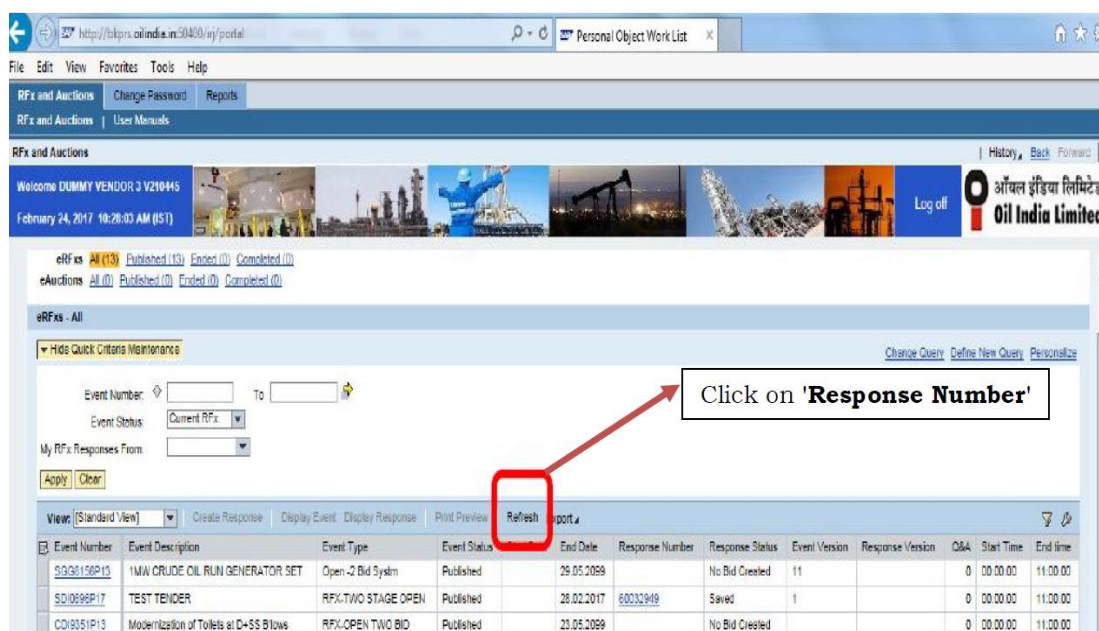
- e) The Encrypted Data will be displayed only when click '**Decrypt data**'



- f) Click on '**Close**'

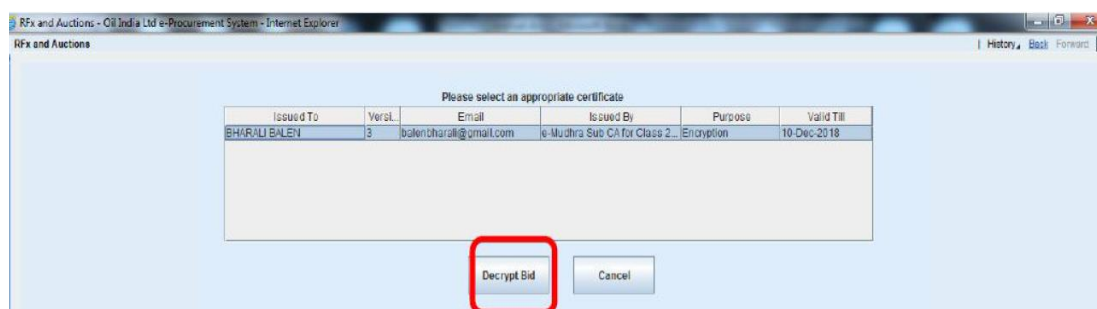


g) Click on '**Refresh**'. Then Click on '**Response No.**'

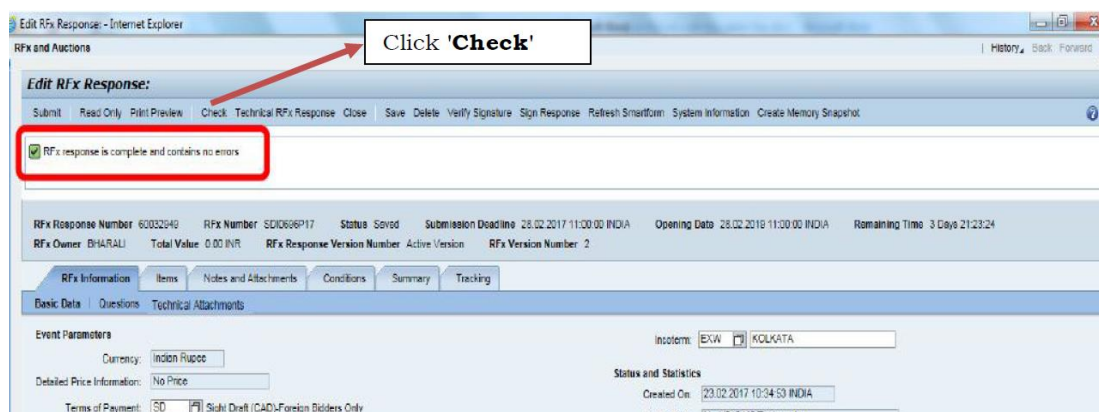


Now uploading part is complete. Bidders are requested to go to the Initial screen. It is always better to come to the first screen and refresh the page and then going in into the response for the submission process.

h) On '**Edit**' mode Click to select the same Encryption certificate used for Decryption else data will not Decrypt.



i) After Entering User pin, Click '**Check**'. Bidder may submit the response in case there is no error.



j) Click on **“Submit”** button

Edit Rfx Response:

Submit | Read Only | Print Preview | Check Technical Rfx Response | Close | Save | Delete | Verify Signature | Sign Response | Refresh Smartform | System Information | Create Memory Snapshot

RFx response is complete and contains no errors.

RFx Response Number: 60032949 | RFx Number: SDIO69P17 | Status: Saved | Submission Deadline: 28.02.2017 11:00:00 INDIA | Opening Date: 28.02.2016 11:00:00 INDIA | Remaining Time: 3 Days 21:23:24

RFx Owner: BHARALI | Total Value: 0.00 INR | RFx Response Version Number: Active Version | RFx Version Number: 2

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

Basic Data | Questions | Technical Attachments

Event Parameters

Currency: Indian Rupee | Incoterm: EXW | KOLKATA

Detailed Price Information: No Price

Terms of Payment: SD | Sight Draft (CAD)-Foreign Bidders Only

Status and Statistics

Created On: 23.02.2017 10:34:53 INDIA

Created By: Mr. V210445 Test vendor

Last Processed On: 24.02.2017 09:40:12 INDIA

Last Processed By: Mr. V210445 Test vendor

Before submit, please do check all the documents uploaded and on-line data maintained are correct.

k) After Clicking **“Submit”** below pop up will open. Select Digital Signature & **“Sign”**.

Digital Signature

Check the document displayed below.

Print | Save

Bid Response

Response Number : 60032949
Response Status : Saved

Bidder Details :
Company
test for transfer vendor2
duliajan
123456 DULIAJAN
INDIA

RFx Information :
RFx Number : SDIO69P17
Description: TEST TENDER

Payment Terms : Sight Draft (CAD)-Foreign Bidders Only

To sign the document select one of the certificates and choose Sign.

C:\IN_OIL INDIA LIMITED_OU-ERP_CN-BHARALI\BALEN_SERIALNUMBER-83d468013c1b40fe3d4ae0fd45398018e9a305c0d3911bd25f

SAP Digital Signature

Sign | Cancel

RFx and Auctions - Oil India Ltd e-Procurement System - Internet Explorer

Issued To	VerSt	Email	Issued By	Purpose	Valid Till
BHARALI BALEN	3	balen_bharali@oilindia.in	e-Mudhra Sub CA for Class 3...	Encryption	22-Dec-2017

Encrypt Bid | Cancel

l) After Signing the response has to be encrypted again. Select the encryption certificate and **“Encrypt Bid”**.

m) Click **“Close”**.

n) Click on **“Refresh”**. The status of Response must be **“Submitted”**.

Event Number	Event Description	Event Type	Event Status	Start Date	End Date	Response Number	Response Status	Event Version	Response Version	G&A	Start Time	End time
SDIO99P17	TEST TENDER	RFx-TWO STAGE OPEN	Published	28.02.2017	29.05.2099	60032949	Submitted	1	2	0	00:00:00	11:00:00
SDIO99P13	Modernization of Toilets at D+SS Blows	RFx-OPEN TWO BID	Published	23.05.2099	23.05.2099		No Bid Created			0	00:00:00	11:00:00
SDIO99P13	Modernization of Toilet TD + Blows	RFx-OPEN TWO BID	Published	23.05.2099	23.05.2099		No Bid Created			0	00:00:00	11:00:00

This is the end of Response submission with Encryption key process.

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED
Sr. Officer(Projects-C&P)
For CHIEF GENERAL MANAGER(Projects)
For RESIDENT CHIEF EXECUTIVE

PART - 1
INSTRUCTIONS TO BIDDERS (ITB)

PART - 1

INSTRUCTIONS TO BIDDERS

1.0 SCOPE OF BID:

- 1.1** The scope of Bid shall be defined in the Terms of Reference/Technical Specification issued as part of bidding document and the successful bidder shall be expected to fulfill the requirements of scope of bid within the contractual period stated in bidding document.
- 1.2** Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as the Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 1.3** Throughout this bidding documents, the term “bid” and “tender” and their derivatives (“bidder/tenderer”, “bidding/tendering” , etc) are synonymous, and day means calendar day. Singular shall also mean plural and vice versa.

A. BID DOCUMENTS:

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

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

- (i) Annexure-A : Format for Line of Credit from Scheduled Commercial bank
- (ii) Annexure-B : declaration by bidder regarding concurrent Commitment
- (iii) Annexure-I : Time Schedule
- (iv) Annexure-II : Preamble to schedule of rates/price for EPC
- Annexure-II : Schedule of Rates/ Prices & Schedule of Payment
- Annexure-IIA1 : Break up of Schedule of Rates/Prices
- Annexure-IIA2: Break up price of Mandatory spares
- Annexure-IIB : Comprehensive Annual Maintenance Contract (AMC) charges for 3 years
- Annexure-IIC : Integrity Pact
- (v) Annexure III : Approval of Construction Sub- Contractors
- (vi) Annexure-IV :Qualification & Experience of Key Supervisory Personnel
- (vii) Annexure-V : Quality Management System
- (viii) Annexure-VI: Health, Safety & Environment (HSE)
- (ix) Schedule-I : Performance Guarantee Schedule
- (x) Schedule-II : Manpower Schedule
- (xi) Schedule-III : Plant & Machineries Schedule
- (g) Estimated CIF value of items at the time of import, (Proforma-A)
- (h) Bid Form, (Proforma-B)
- (i) Statement of Non-Compliance, (Proforma-C)
- (j) Bid Security Form, (Proforma-D)
- (k) Performance Security Form, (Proforma-E)
- (l) Agreement Form, (Proforma-F)
- (m) Proforma of Letter of Authority, (Proforma-G)
- (n) Authorisation for Attending Bid Opening, (Proforma-H)
- (o) Information about Bidder (Proforma-I)
- (p) Details of Specific Experience & Annual Turnover (Proforma-J1, J2 & J3)
- (q) Details of similar work completed during last 7 years (Proforma-K)
- (r) Details of execution Philosophy of Work (Proforma-L)
- (s) Project Schedule for completion of major activities in the form of bar chart (Proforma-M)
- (t) Details regarding ESI & PF as per FORM-F (Proforma-N)

- (u) Reply to Commercial Questionnaire, (Proforma-O)
- (v) Income Tax, PAN No., PF Registration No., ESIC Registration No., GST Registration Nos. Including copies of Registration Certificates (Proforma-P)
- (w) CHECKLIST FOR SUBMISSION OF BID (Proforma-Q)

- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the bidder's risk & responsibility and may result in the rejection of its bid.
- 2.2 A bidder shall, on no account submit more than one bid either directly or indirectly failing which the bids stands rejected and Bid security, if any, shall be forfeited. A bidder who submits alternative bids will cause all alternative bids to be disqualified.
- 2.3 Any bidder meeting the Bid Qualification Criteria as per bidding document is eligible to bid. Consortium, Un-incorporated JVs etc cannot bid.
- 2.4 Bidder shouldn't be under Liquidation, Court Receivership or similar proceedings. Bidder shall submit a self- declaration on their letter head in this regard.
- 2.5 The bidder shouldn't be on Holiday list of the owner on due date of submission of bid. If the documents were issued inadvertently/ downloaded, offers submitted by such bidder shall not be considered for opening/ evaluation/ award.

3.0 TRANSFERABILITY OF BID DOCUMENTS:

- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.
- 3.2 Unsolicited bids will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BID DOCUMENTS:

- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of Corrigendum(s)/ Addendum(s).

- 4.2 The Corrigendum(s)/ Addendum(s) will be uploaded in OIL's E-Tender Portal in the Tab **“Technical Rfx” and** under External Area - “Amendments” folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Corrigendum(s)/ Addendum(s) into account in preparation and submission of their bid. **Bidders are to check from time to time the E-Tender portal [“Technical Rfx” Tab and under the folder “Amendments”] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

B. PREPARATION OF BIDS

5.0 LANGUAGE OF BIDS:

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

6.0 DOCUMENTS COMPRISING THE BID:

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

(a) TECHNICAL BID :

- (i) Complete technical details of the services and equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with Clause 10.0.
- (iii) Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original Bid Security should be sent as per Clause No. 11.11 below.
- (iv) Copy of Bid-Form without indicating prices in Proforma-B
- (v) Power of Attorney in favour of person(s) signing (digitally signing) the bid that such person(s) is/are authorised to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
- (vi) Schedule-I : Performance Guarantee Schedule
- (vii) Schedule-II : Manpower Schedule
- (viii) Schedule-III: Plant & Machineries Schedule
- (ix) Statement of Non-compliance as per Proforma-C
- (x) Proforma-A : List of items to be imported without the CIF values.

- (xi) Proforma-I : Information about Bidder
- (x) Proforma- J: Details of Specific Experience & Annual Turnover along with audited Annual Reports for the last three years and supporting documents
- (xi) Proforma-K : Details of similar work completed during last 7 years
- (xii) Proforma-L : Details of execution Philosophy of Work
- (xiii) Proforma-M : Project Schedule for completion of major activities in the form of bar chart
- (xiv) Proforma-N : Details regarding ESI & PF
- (xv) Proforma-O : Reply to Commercial Questionnaire
- (xvi) Proforma-P: Income Tax, PAN No., PF Registration No., ESIC Registration No., GST Registration Nos. Including copies of Registration Certificates
- (xvii) Proforma-Q : Check List for submission of Bids
- (xviii) Copies of documents defining constitution or legal status, place of registration and principal place of business of the Company & Organization details as below:
 - 1) In case of Sole Proprietorship Firm, Certified copy of “Certificate of registration of Firm” along with Copies of Telephone/ Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating there in the name, business and residential address, E-mail & telephone numbers of the owner and GSTIN number.
 - 2) In case of Partnership Firm, Copies of Telephone/Electricity/ Mobile Bill, PAN card, latest Income Tax Return form indicating there in the name, residential address, E-mail and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement/deed and GSTIN number.
 - 3) In case of Company (whether private or public), certified copy of the ‘Certificate of Incorporation’ together with certified Memorandum/Articles of Association along with Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating there in the name, business and residential address, E-mail & telephone numbers of the owner and GSTIN number.
 - 4) Self-Certificate that the Bidder is not under Liquidation, Court receivership or similar proceedings
 - 5) Copy of Priced Bid **without indicating prices**
 - 6) Integrity Pact digitally signed by OIL’s competent personnel as

Annexure-IIC, attached with the bid document to be digitally signed by the bidder.

- 7) Any other information required in the Bidding Documents or considered relevant by the Bidder.

NOTE:

1. Bidder shall furnish documentary evidence i.e. copies of work orders/ relevant pages of Contract/SOR/SOP, completion certificate, from the Company of work executed, annual reports containing audited balance sheets and profit & loss accounts statement in the first instance itself, in support of their fulfilling the qualification criteria. The Company reserves the right to complete the evaluation based on the details furnished without seeking any additional information.
2. A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BQC of the tender. However, jobs executed for Subsidiary/Fellow subsidiary/Holding Company will be considered as experience for the purpose of meeting BQC subject to submission of tax paid invoice(s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/ Holding Company. Such bidders shall submit these documents in addition to the documents specified in the bidding documents to meet BQC.
3. A job completed by a bidder as a sub-contractor shall be considered for the purpose of meeting the experience criteria of BQC subject to submission of following documents in support of meeting the "Bidder Qualification Criteria":
 - a) Copy of work order along with SOR/SOP issued by main contractor.
 - b) Copies of Completion Certificates from the end User/ Owner and also from the main Contractor. The Completion Certificates shall have details like work order no. /date, brief scope of work, ordered & executed value of the job, completion date etc.
4. Deleted
5. All documents submitted by bidder towards meeting BQC shall be furnished in a separate booklet titled 'Documentation against BQC (Experience and Financial)' with proper index.
6. Submission of authentic documents is the prime responsibility of the Bidder. Wherever the Company has concern or apprehension regarding the authenticity/correctness of any document, OIL reserves the right of getting the document cross verified from the document

issuing authority. Bidder has to provide undertaking in this regard as attached in Proforma- T

7. In absence of requisite document, the Company reserves the right to reject the bid without making any reference to the bidder.
8. All documents submitted by bidder towards meeting the Bid Qualifying Criteria shall be submitted in original physical form on or before the due date and time.
9. Bids are invited under zero deviation bidding basis. Bids with deviations shall be rejected.

(a) PRICED BID : (to be uploaded in “Notes and Attachments” tab)

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

- (i) Price-Bid Format as per Proforma-B
- (ii) Bid Form as per Proforma-C
- (iii) Proforma-A showing the items to be imported with the CIF values.

The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered. Bidder shall quote their prices in the following Proforma available in OIL’s E-procurement portal in the **“Notes & Attachments” Tab:**

- a. Form of Bid (For price bid)
- b. Preamble to schedule of prices
- c. FORM-SOR/SOP containing details of lump sum prices with break-up for supplies, services and taxation duly filled-in, signed & stamped. Schedule of Rates duly filled in with rates in Words and Figures.
- d. Bid Form as per Proforma-B

No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in Price Part of the bid. Any condition if stipulated shall be treated as null and void and shall render the bid liable for rejection.

7.0 BID FORM:

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

8.0 BID PRICES:

- 8.1 Prices must be quoted by the bidders online as per the price bid format available in OIL’s E-Tender Portal in **“Notes & Attachment” Tab**. Prices must be quoted by the bidders as per the Pricing Schedule SOR/P.

- 8.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account, except as otherwise specifically provided in the bidding documents.
- 8.3 All duties (except Customs Duty which will be borne by the Company) and taxes (excluding Goods and Service Tax) including Corporate Income Tax, Personal Tax, and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.
- 8.4 Prices shall be furnished strictly in the appropriate Price Schedule format(s) enclosed in the bidding document. Quoted prices shall be net of discount, if any. Conditional discounts, if offered by the bidder shall not be considered for evaluation.
- 8.5 The bidder shall quote the prices after careful analysis of cost involved for the performance of complete work considering all parts of bidding documents. In case, any activity though specifically not covered but is required to complete the work as per scope of work, scope of supply, specifications, standards, drawings, bidding document including its commercial section, SCC or any other part of bidding document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.
- 9.0 CURRENCIES OF BID AND PAYMENT:**
Currency of bid will be in INR.
- 10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**
These are listed in **BID EVALUATION CRITERIA (BEC), PART-2** of the Bid document.
- 11.0 BID SECURITY:**
- 11.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 11.9 hereunder.
- 11.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" or an equivalent amount in other freely convertible currency and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT vide **Proforma-D** from any of the schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve

Bank of India as scheduled foreign bank. Bank guarantee issued by a Scheduled Bank in India at the request of some other Non- Scheduled bank in India shall not be acceptable.

The Bank Guarantee shall be valid for the time as asked for in the Bid Document. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

Note:

- i. Bank Guarantee issued by a Scheduled Bank in India at the request of some other non-scheduled Bank in India shall not be acceptable.**
- ii. The bank Guarantee issued by the Bank must be routed through SFMS Platform as per the following details:**

- a) (i) MT 760/MT 760 COV for issuance of Bank Guarantee
(ii) MT 760/MT 767 COV for amendment of Bank Guarantee

The above Message/Intimation shall be sent through SMFS by the BG issuing Bank Branch to Axis Bank, Duliajan Branch, and IFS Code – UTIB0001129. Branch Address: Axis Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District: Dibrugarh, PIN: 786602.

- b) Bidders are to submit the copy of SFMS Message as sent by the issuing Bank Branch along with the original Bank Guarantee.
- c) Bank guarantee issued by a Scheduled Bank in India at the request of some other Non- Scheduled bank in India shall not be acceptable.

- 11.3 **Bidders can submit Bid Security on-line through OIL's electronic Payment Gateway.**
- 11.4 Any bid not secured in accordance with **sub-clause 11.2 and 11.3** above shall be rejected by the Company as non-responsive.
- 11.5 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by the Company at the bidders' cost.
- 11.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.
- 11.7 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the

contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with **Clause 27.0** below is furnished.

11.8 Bid Security shall not accrue any interest during its period of validity or extended validity.

11.9 The Bid Security may be forfeited if:

- i) The bidder withdraws the bid within its original/extended validity.
- ii) The bidder modifies/revise their bid suo-moto.
- iii) Bidder does not accept the Order/Contract.
- iv) Bidder does not furnish Performance Security Deposit within the stipulated time as per Tender/Order/Contract.
- v) If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the Bid Security shall be forfeited after due process in addition to other action against the bidder.

11.10 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 3 (three) years.

11.11 The scanned copy of the original Bid Security in the form of Bank Guarantee must be uploaded by bidder along with the Technical bid in the “Technical RFx Response” of OIL’s E-portal.

The original Bid Security shall be submitted by bidder to GM (Projects-C&P), PROJECTS DEPARTMENT, Oil India Ltd., Duliajan-786602(Assam), India in a sealed envelope which must reach GM (Projects-C&P), PROJECTS DEPARTMENT on or before 12.45 Hrs (IST) on the Bid Closing date.

11.12 A bid shall be rejected straightway if original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.

12.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:

12.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.

12.2 MSEs Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of

Bid Security (EMD) irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote/participate.

- 12.3 For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender; seeking clarification/ confirmation as to whether their registered item is eligible for EMD exemption or not. Late communication in this regards and request for bid closing date extension on that plea shall not be entertained by Company.
- 12.4 In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

13.0 PERIOD OF VALIDITY OF BIDS:

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

C. SIGNING & SUBMISSION OF BIDS:

14.0 SIGNING OF BIDS:

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

under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having “Organization Name” field other than Bidder’s Name are not acceptable. Digital Signature Certificates having Bidder’s Name in the “Organization Name” field are only acceptable.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the contract.

If any modifications are to be made to a document after uploading, the same may be deleted and such revised documents are to be Digitally Signed again before uploading. It is advised to delete the unwanted documents before submission of the response. The Power of Attorney shall be submitted by bidder as mentioned in Para 15.1 below.

In case the digital signature is not of “Class-3” with organization name, the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees. Owner/ consultant reserve the right to verify the authenticity of Digital signature. In case Digital Signature isn’t authorized, the bid shall be rejected.

- 14.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of Authorization (as per **Proforma-G**) shall be indicated by written Power of Attorney accompanying the Bid.
- 14.3 Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.
- 14.4 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.
- 14.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

15.0 SUBMISSION OF BIDS:

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

However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super scribing the "IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to GM (Projects-C&P), Projects Department, Oil India Ltd., Duliajan-786602(Assam) on or before 12.45 Hrs (IST) on the Bid Closing date indicated in the IFB:

- i. The Original Bid Security along with 1(one) copy
- ii. Power of Attorney for signing of the bid digitally
- iii. Any other document required to be submitted in original as per bid document requirement.
- iv. Printed catalogue and literature if called for in the bid document.

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

- 15.2 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per **Proforma-C** of the bid document and the same should be uploaded along with the Technical Bid.
- 15.3 Timely delivery of the documents in physical form as stated in Para 15.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

- 15.4 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 15.5 Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works to be executed under this contract.
- 15.6 Bidder shall furnish quotations only for those items/parts:
- For which bidder is enlisted with OIL (Limited tender); or
 - For which bidder can supply strictly as per Technical specifications including fulfillment of Bidder Qualification Criteria wherever applicable.
- 16.0 DEADLINE FOR SUBMISSION OF BIDS :**
- 16.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.
- 16.2 No bid can be submitted after the submission dead line is reached **[i.e 11:00 Hrs (IST) on the bid closing date]**. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 16.3 The Original Bid Security as stated in Para 15.1 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs(IST) on the Bid Closing Date mentioned in the "Forwarding Letter" failing which bid will be rejected. Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidder.
- 17.0 LATE BIDS:**
- Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. **The documents in physical form mainly the Original Bid Security if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.**
- 18.0 MODIFICATION AND WITHDRAWAL OF BIDS:**
- 18.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time.
- 18.2 The Bidder's modification or withdrawal notice may also be sent by fax/ e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

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

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

19.0 EXTENSION OF BID SUBMISSION DATE:

Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons. In such a case, all rights and obligations of the owner/ consultant and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

20.0 BID OPENING AND EVALUATION:

20.1 The Company (OIL) will open the Technical Bids, including submission made pursuant to clause 18.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per **Proforma-H**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical RFx Response" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical RFx Response" Tab Page only in the E-portal.

20.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

20.3 Bids which have been withdrawn pursuant to clause 18.0 shall not be opened. The Company (OIL) will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

20.4 At bid opening, the Company (OIL) will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the

presence of requisite Bid Security and such other details as the Company may consider appropriate.

- 20.5 To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by consultant/ company. Consultant/ company shall respond to such requests within a reasonable time. However, such information relating to the evaluation of bids and recommendation of award shall not be disclosed to any other person not officially concerned with bidding process.

In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

- 20.6 Prior to the detailed evaluation, the Company (OIL) will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's (OIL's) determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 20.7 A Bid determined as not substantially responsive will be rejected by the Company (OIL) and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 20.8 The Company (OIL) may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
- 20.9 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance to sub- clause 20.3 and 20.4.

21.0 OPENING OF PRICE BIDS:

- 21.1 The Company (OIL) will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 21.2 The Company (OIL) will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 21.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.
- 21.4 The Priced bids of the unsuccessful bidders which remain unopened with the company (OIL), may be returned to the concerned bidders on request only after receipt of performance security from the successful bidder after issue of Letter of Award (LOA) by the company (OIL).

22.0 EVALUATION AND COMPARISON OF BIDS:

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

The company may waive minor informality or nonconformity or irregularity in the bid, which doesn't constitute a material deviation, provided such waiver, doesn't prejudice or affect relative marking of the bidder.

If a bidder hasn't quoted any part/component, freight, TPI charges, the same shall be considered as inclusive. The evaluation and ordering shall be carried out considering the rate of taxes and duties as quoted in the bid. In case quoted taxes are more than the applicable rate, the evaluation shall be carried out based on the quoted rate but applicability of the tax shall be clarified before placement of the order.

In case, price increase is sought by the L1 bidder after price bid opening and the bidder doesn't agree to withdraw the price increase, the order shall not be placed with the price increase and the tender

enquiry shall be refloatated. Wherever, decision is taken to reject a bid, EMD/bid security, if submitted, by the bidder, shall also be forfeited and appropriate penal action shall be initiated, as per the company policy.

22.1 DISCOUNTS / REBATES:

Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.

22.2 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

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

23.0 CONTACTING THE COMPANY:

23.1 Except as otherwise provided in **Clause 20.0** above, Bidder shall not contact the Company (OIL) on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by the Company (OIL) vide **sub-clause 20.5**.

23.2 Any effort by a Bidder to influence the Company (OIL) in the Company's (OIL's) bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid

D. AWARD OF CONTRACT:

24.0 AWARD CRITERIA:

Subject to the conditions laid down under Clause 26.0 below, the Company(OIL) will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

25.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:

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

26.0 NOTIFICATION OF AWARD:

26.1 In the opinion of OIL, if the total lump sum price quoted by the lowest

bidder is considered high, OIL may invite the lowest bidder for price negotiation. Lowest bidder shall attend such negotiation meetings and if requested by OIL, bidder shall provide the analysis of break-up of lump sum amount quoted by him to demonstrate the reasonability. As a result of negotiation, Bidder may offer rebate on his earlier lump sum quoted price.

- 26.2 Prior to the expiry of the period of bid validity or extended validity, the Company (OIL) will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered/couriered letter) that its Bid has been accepted.
- 26.3 The successful bidders(s) shall be notified by the Company of its intention to enter into an Agreement with him/her/them on the basis of his/her/their acceptance of the offer. Such notification shall be treated as a "Letter of Award (LOA)". The notification of award will constitute the formation of the Contract.
- 26.4 Upon the successful Bidder's furnishing of Performance Security pursuant to **Clause 27.0** below, the Company (OIL) will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to **Clause 11.0** hereinabove.

27.0 PERFORMANCE SECURITY:

- 27.1 On receipt of notification of award from the Company (OIL), the successful Bidder shall furnish to Company (OIL) the Performance Security for an amount specified in the Letter of Award (LOA) issued by the Company (OIL) to Contractor awarding the contract) as per **Proforma-E** or in any other format acceptable to the Company (OIL) and must be in the form of a Bank Guarantee from any schedule Indian Bank or any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.

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

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

The bidders will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker. The Performance Security shall be denominated in the currency of the contract.

Note:

- iii. **Bank Guarantee issued by a Scheduled Bank in India at the request of some other non-scheduled Bank in India shall not be acceptable.**
- iv. **The bank Guarantee issued by the Bank must be routed through SFMS Platform as per the following details:**

- a) (i) **MT 760/MT 760 COV for issuance of Bank Guarantee**
(ii) **MT 760/MT 767 COV for amendment of Bank Guarantee**

The above Message/Intimation shall be sent through SMFS by the BG issuing Bank Branch to Axis Bank, Duliajan Branch, and IFS Code – UTIB0001129. Branch Address: Axis Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District: Dibrugarh, PIN: 786602.

- b) **Bidders are to submit the copy of SFMS Message as sent by the issuing Bank Branch along with the original Bank Guarantee.**
- c) **Bank guarantee issued by a Scheduled Bank in India at the request of some other Non- Scheduled bank in India shall not be acceptable.**

- 27.2 The Bank Guarantee shall be given on a non-judicial stamp paper as per OIL's PBG format. The Performance Security will be discharged by the Company (OIL) not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.
- 27.3 The Performance Security shall be payable to the Company (OIL) as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.
- 27.4 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 27.5 Failure of the successful Bidder to comply with the requirements of **clause 27.0 and/or 28.0** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 3(three) years from the date of default.

27.6 OIL shall not be liable to pay any bank charges, commissions or interest on the amount of Performance Security.

28.0 SIGNING OF CONTRACT:

28.1 At the same time as the Company (OIL) notifies the successful Bidder that its Bid has been accepted, the Company (OIL) will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.

28.2 The successful Bidder shall sign and date the contract and return it to the Company (OIL) within 30 days of issue of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

28.3 In the event of failure on the part of the successful Bidder to sign the contract, the Company (OIL) reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 3 (three) years from the date of default.

29.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

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

30.0 CREDIT FACILITY:

Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government to Government credits indicating the applicable terms and conditions of such credit.

31.0 MOBILISATION PERIOD:

Successful bidder shall be required to mobilise complete equipment along with crew for commencement of services at the specified site within a maximum of Fifteen days from the date of Kick off meeting.

32.0 MOBILISATION ADVANCE PAYMENT:

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

- 32.2 Advance payment agreed to by the Company (OIL) shall be paid only against submission of an acceptable Bank Guarantee whose values should be equivalent to the amount of advance plus the amount of interest estimated by OIL on the basis of contractual delivery period without further reference. The bank guarantee shall be valid for 3 months beyond the delivery period incorporated in the order and the same shall be invoked in the event of contractor's failure to execute the order within the stipulated delivery period.
- 32.3 In the event of any extension to the mobilisation period, the Contractor shall have to enhance the value of the Bank Guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.
- 32.4 Mobilization Advance shall be paid to the Contractor in two installments after signing the Contract agreement in the following manner:
- (a) **FIRST INSTALLMENT :**
5% (five percent) of awarded contract value shall be Payable as the first installment of mobilization advance after fulfilling the following formalities by the Contractor:
- Signing of contract agreement by the Contractor.
Submission of a separate Bank Guarantee towards Contract Performance from an Indian Nationalised/Scheduled Bank/ or any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in approved proforma towards due performance of contract.
 - Submission of a separate Bank Guarantee from an Indian Nationalised/Scheduled Bank/OR ANY Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank as stipulated in approved proforma equivalent to 10% of 110% of the awarded contract value covering mobilization advance which shall be kept valid till completion of work.
- However, Contractor may submit Bank Guarantee of 10% as above in two stages of 5% each for availing advance against sub-
clause (b) below.
- (b) **SECOND INSTALLMENT:**
Balance 5% (five percent) Mobilisation Advance shall be payable to the Contractor after the Contractor has constructed a site office for himself and EPMC/OIL personal , Dark Room, storage shed, fabrication yard, etc. and has physically mobilized construction equipment and is ready to start the Works to the entire satisfaction of the Engineer-in-Charge and commencement of work at Site. Where

the Contractor elects to submit 2 (two) separate Mobilization Advance Guarantees, one against each instalment of the Mobilization Advance, the second instalment of the Mobilization Advance will be released by the Company (OIL) only upon receipt of the second Mobilization Advance Guarantee

32.5 **RECOVERY OF MOBILISATION ADVANCE:**

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

33.0 **INTEGRITY PACT:**

- 33.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Annexure-IIC** of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. **If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.**

33.2 OIL has appointed the following persons as Independent External Monitors (IEM) to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

- (a) **SHRI SATYANANDA MISHRA, IAS (Retd.), former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India**
E-mail ID: satyanandamishra@hotmail.com
- (b) **SHRI RAJIV MATHUR, IPS (Retd.), Former Director, IB, Govt. of India,**
E-mail ID: rajivmathur23@gmail.com
- (c) **SHRI JAGMOHAN GARG, Ex-Vigilance Commissioner, CVC**
E-mail ID : jagmohangarg@gmail.com

33.3 However, Bidders should note that IEMs would consider only those representations on post contract issues wherein there is an alleged violation of provisions of IP. Hence, bidders should not refer those post contract issues to IEMs for resolution, for which dispute resolution mechanism has already been defined in the contract conditions. The post contract issues pertaining to alleged violation of provisions of IP, if any, should only be referred to IEMs.

33.4 COMPLIANCE OF THE COMPETITION ACT, 2002: The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

34.0 LOCAL CONDITIONS:

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

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from

responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

35.0 PURCHASE PREFERENCE POLICY- Not Applicable

36.0 CONFLICT OF INTEREST:

Contractors to be engaged for this assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment, shall not be eligible to participate in this Tender.

A firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services resulting from or directly related to the firm's consulting services for such preparation or implementation.

Conversely, a firm that has been engaged by OIL to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services for the Project.

PART - 2
**QUALIFYING REQUIREMENT &
BID EVALUATION CRITERIA (BEC)**

PART - 2

BID EVALUATION CRITERIA (BEC)

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

1.0 TECHNICAL CRITERIA :

The Bidder must meet all the following requirements: -

- 1.1 The bidder must be in the business of construction of Road tanker/Bowser Unloading Station (BUS) for Hydrocarbon or Oil Collecting Station (OCS) or Gas Compressor Station (GCS) or Group Gathering Station (GGS) or Oil Tank farms with dehydration facility or Crude Oil Refinery or Petrochemical Processing Plants or Natural Gas Processing Plants in Hydrocarbon sector in EPC/LSTK mode.
- 1.2 Such EPC Projects/jobs/work(s) referenced for qualification must involve Detailed Engineering, Procurement, Construction, Commissioning and PGTR (Performance Guaranteed Test Runs) works for above facilities/plants as stated in Para 1.1 above for Oil & Gas sector.
- 1.3 Experience of having successfully executed one similar job as mentioned in Para 1.1 above of value not less than **INR 26.0 Crore** by the bidders in the last 7 (seven) years as on the original Bid Closing Date (BCD) of this tender. The project, for which the above experience is claimed, should have been satisfactorily completed and/or handed over/commissioned prior to the date of bid closing.

Note:

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

certificate to arrive at the value of the completed job without Service Tax/GST.

1.4 Bid will be rejected if not accompanied with adequate documentary proof(s) in support of experience(s) as mentioned in Para 1.1, 1.2 & 1.3 in the form of - copy of Certificate of Completion (COC) from the clients / Certificate of Final Payment of jobs successfully completed during last 7(seven) years as on the original Bid Closing Date indicating the following details.

- Brief Description of Work
- Value of Contract
- Completion time as stated in Contract (months)
- Actual Completion time (months)
- Month/Year of completion
- Reasons for delay, if any
- Name & postal address of client
- Contact person

1.5 Bids from Consortium and Joint Venture (JV) are not permitted against this tender.

1.6 **Engineering and Design Capability:** The bidder should have in-house design and engineering capability for such EPC/LSTK job. The bidder should provide their in-house set up for design and engineering with the details of their personnel who are on regular pay roll of the bidder. The CV of all such personnel should also be submitted with the bid.

1.7 **Project Management:** The bidder should provide along with the bid the details of the project management, inspection & expediting & quality management team of the bidder who will be involved in managing the planning, execution of the project activities and supervising the construction work progress at site meeting all the quality requirements. The bidder should provide their in-house set up for project management, inspection & expediting & quality management team with the details of their personnel who are on regular pay roll of the bidder. The CV of such personnel should also be submitted with the bid.

1.8 Bidder will have to provide an undertaking that the list of manpower earmarked for this project will be associated with the project till project completion and in case of inevitable situation the replacement should be made with approval of client by personnel of same experience or more.

1.9 Bidder should submit the list of software available with them for carrying in-house Engineering & Project Planning and Reporting. However, the following minimum Engineering software required for carrying out detailed engineering has to be owned by bidder and license copy details of the same in name of bidder must be submitted to OIL along with bid.

List is as enclosed. Otherwise these software may be hired/ outsourced by the bidder. For hired/outsourced software, the Bidder shall submit commitment letter from the supplier agency on the availability of the software licence .

- Process Simulation
- Fire water network analysis
- Material selection study
- Heat Exchanger thermal design
- 3D modelling (Piping, Electrical, Instrumentation & Structural)
- AUTOCAD (or) equivalent
- Electrical-I Power system study
- Structural analysis and design
- Pipe stress analysis
- Pressure Vessel design calculation
- Project management tool - MS Projects or Primavera P6 or better

2.0 FINANCIAL CRITERIA:

- a) **Annual Turnover of the Bidder:** The bidder must have Annual Financial Turnover of at least **INR 15.60 Crore** in any one of the preceding 03 (Three) Financial/Accounting Year(s) from the original Bid Closing Date (BCD) as per the Audited Annual Reports.
- b) **Net Worth:** Net Worth of the bidder shall be positive and at least equal to **INR 4.68 Crore** as per immediate preceding audited financial year result.

Net worth shall mean: " Share capital + Reserves created out of profits and securities Premium - account (excluding revaluation reserves) - deferred expenditure - Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation.

- c) **Working Capital Requirement:** The Bidder should have minimum working capital equal to **INR 4.68 Crore**, as per immediate preceding audited financial year result. In case the working capital is short, the bidder can supplement the same through line of credit from a scheduled commercial bank having net worth more than INR 100 Crore as per enclosed format. **(Annexure A)**

In the event of award, the contractor shall open a project specific account in a nationalized bank located in the vicinity where the project is executed. The contractor shall deposit an amount equal to 10% of the annualized contract value within 15 days from the date of issue of LOA. All payments against the contract shall be remitted to the project specific account. Any withdrawal from this account shall be only after the first payment against the contract is made by OIL.

At any point of time the minimum balance after first remittance by OIL against invoice from the contractor shall remain 5% of the annualized contract value.

In addition to above the bidder should submit a financial resource/cash flow plan for execution of this contract.

Working Capital shall mean "Current Assets minus Current liabilities" as per latest year's audited consolidated annual Financial Statements.

- d) **Bid capacity:** The bidding capacity of the Bidder should be equal to or more than **INR 31.2 Crore**.

The bidding capacity shall be worked out by the following formula:

$$\text{Bidding Capacity} = [A \times 1.5] - B$$

Where,

A = Maximum annual turnover in any one of the preceding three financial years

B = Commitments in next twelve months from the date of expiry of the bid validity as per **ANNEXURE – B**

- e) **Debt equity ratio:** Debt equity ratio of the bidder should not be more than 2:1 as per immediate preceding audited financial year result.

Debt equity ratio shall mean long term borrowings/Net-worth.

Note: In case the audited Balance sheet and Profit & Loss Account submitted are in currencies other than INR or USD, the same shall be converted in equivalent INR or USD considering the foreign exchange rate (SBI TT Selling Rate) as on the date of balance sheet.

Note 1: Deleted

Note 2: For proof of Annual Turnover & Net Worth the following document must be submitted along with the bid:-

- i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in prescribed in Sub- Proforma J2.

AND

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

Note 3: In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General (CAG) of India and the Central Government, their certificates may be accepted even though FRN is not available. However, the bidder is to provide documentary evidence for the same.

Note 4: In case the audited Balance sheet and Profit & Loss Account submitted are in currencies other than INR or USD, the same shall be converted in equivalent INR or USD considering the foreign exchange rate (SBI TT Selling Rate) as on the date of balance sheet.

3.0 DOCUMENTARY EVIDENCES TO BE SUBMITTED BY THE BIDDERS IN SUPPORT OF THEIR BIDS:

Bidders must furnish documentary evidences in support of fulfilling the entire above requirement as under:

- (a) P.O/Work Order and job Completion Certificate or any other documents from their clients which can substantiate their claim towards experience.
- (b) Company Profile, address, concerned person and his/her contact details, organizational set up with details of professional technical and financial capabilities of client with reference to Para 3(a).
- (c) Documents in the form of copies of relevant pages of Contract and Completion Certificate or final bill payment documents etc. or any other documents issued by their clients in support of executing the job as mentioned in the Scope of Work/Terms of Reference/Technical Specification of the bidding document, during last 7 years prior to the bid closing date of the tender.
- (d) Bidder will have to submit Project Execution & Management/ Planning & Scheduling methodology for the project.
- (e) Proposed Overall Project Schedule (from the date of LOA till 'final commissioning and handover in line with project duration specified in the tender) in network form showing all the details.
- (f) Organizational set up for Planning, Scheduling, Procurement & Project Management, Construction Management, Quality Management, Inspection & expediting and Monitoring & Control at LSTK Contractor's Design Office and Site Office.
- (g) Resource Deployment plan to meet the project plan as per schedule.

- h) Health, Safety and Environment (HSE) policies, implementation procedures in line with internationality accepted practices and statistics covering the last five (5) years.
- j) LTIFR track record for last three (3) years.
- k) List of policies, procedures and quality assurance & quality control practices currently in place for execution of similar work.

All documents submitted with bid must be self-certified by the bidder's authorized person signing the bid and duly authenticated as mentioned elsewhere in the bidding document.

NOTE: In case Bidder has executed and completed a Composite work in a single contract which includes the qualifying work(s) stated under Clause No. 1.3 in (BEC) above, then value of such qualifying work(s) out of total value of composite work shall be considered for the purpose of evaluation.

For qualification based on composite works, in the event the value of the qualifying work(s) cannot be ascertained from the Work Order/Completion Certificate submitted by bidder, Copy of Schedule of Rates/Prices (SOR/P), Copy of relevant pages of contract, Copy of relevant pages of final bill certified by their OWNER for establishing requirement of BQC or written letter from their Owner specifying the nature of work with quantities and values shall be submitted for qualification.

4.0 COMMERCIAL – BID SUBMISSION

- 4.1 Bids shall be submitted under single stage two Bid system i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in **“Technical RFx Response” Tab** and Priced Bid uploaded in the **“Notes & Attachments” Tab**. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.
- 4.2 Except for the provisions of escalation provided elsewhere in the bidding document, bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account unless mentioned otherwise in the bidding document.
- 4.3 Bids with shorter validity will be rejected as being non-responsive.
- 4.4 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach GM (Projects-C&P), Projects Office at Duliajan

on or before 12.45 Hrs. (IST) on the bid closing date. A scanned copy of the Bid Security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.

- 4.5 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.
- 4.6 Physical Bids, if any received from the bidders, shall not be considered and will be rejected.
- 4.7 Bids submitted after the Bid Closing Date and Time will be rejected.
- 4.8 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 4.9 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 4.10 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized representative.
- 4.11 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.
- 4.12 Any Bid containing false statement will be rejected.
- 4.13 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document; otherwise the Bid will be summarily rejected.
- 4.14 Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate. Bids submitted by Indian Agent /Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway.
- 4.15 Bidder must accept and comply with the following clauses as given in the Bid Document in Toto failing which bid will be rejected:
- i) Performance Guarantee Clause

- ii) Force Majeure Clause
- iii) Tax Liabilities Clause
- iv) Arbitration Clause
- v) Acceptance of Jurisdiction and Applicable Law
- vi) Liquidated damage and penalty clause
- vii) Safety, Environment & Labour Law
- viii) Termination Clause
- ix) Integrity Pact
- x) Guarantee of material/ work
- xi) Scope of work
- xii) Delivery/ completion schedule
- xiii) Price schedule
- xiv) Period of validity of bid
- xv) EMD/ Bid bond

5.0 PRICE BID EVALUATION (Part of BEC) :

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 will be considered for further evaluation as given below:

- 5.1 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 5.2 The bidders must quote their charges/rates in the manner as called for vide "Schedule of Rates/Price (Form SOR/P) as per Part-3, Section III, Annexure II
- 5.3 The Contract will be signed with successful bidder for Engineering, Procurement, Supply, Installation, pre-commissioning & successful PGTR till handing over of the CBUS to the Company (OIL) and AMC for 3 yrs.

5.4 The Contract Price shall be calculated as follows:-

5.4.1 EPC Price:

- a) Lump sum Price quoted by the Bidder in the Schedule of Rates/Prices of Form SOR/P vide **Annexure II A** comprising the price of **Supplies & Services** (exclusive of GST).

b) The GST: The GST amount which is the resultant figure (the Quoted Price of the Bidder X* the Prevailing Rate of GST as at Bid Closing Date) to be considered for purpose of evaluation of Bid.

**c) Total Lump sum EPC Price = 5.4.1(a) + 5.4.1(b) and shall form the Total EPC Contract Value (Price).
X* is the multiplication sign**

5.4.2 AMC Price:

a) Total quoted AMC price indicated in the Schedule of Rates/Prices of Form SOR/P **for 3(Three) years vide Annexure II B.**

b) The GST: The GST amount which is the resultant figure (the Quoted Price of the Bidder X* the Prevailing Rate of GST as at Bid Closing Date) to be considered for purpose of evaluation of Bid.

**c) Total Lump sum AMC Price = 5.4.2(a) + 5.4.2(b) and shall form the Total AMC Contract Value (Price).
X* is the multiplication sign**

- AND -

The total Contract Price (Value) is 5.4.1.c + 5.4.2.c

6 GENERAL:

6.1 In case bidder takes exception to any clause of bid document not covered under BEC, then the Company (OIL) has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by the Company (OIL). The loading so done by the Company (OIL) will be final and binding on the bidders. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. The Commercial Bids shall be evaluated taking into account the rates quoted in the Price Bid Format. No deviations will what so ever be accepted in the clauses covered under BEC-BRC.

6.2 To ascertain the substantial responsiveness of the Bid, the Company (OIL) reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the dead line given by the Company (OIL) failing which the offer will be summarily rejected. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

6.3 If any of the clauses in the BEC contradicts with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.

6.4 The originals of documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

7.0 OTHER CONFIRMATIONS FROM BIDDER:

While submitting his bid, bidder will have to provide categorical confirmation to below requirements; otherwise his bid will be rejected.

- a) The successful Bidder is required to open a 'separate account' with any scheduled/nationalized bank in Duliajan/ Sphere of project execution wherein all receipts and payments in respect of the Contract are to be routed through this account only.
- b) The RA bills of the contractor will be processed when the monthly bank account statement is submitted to OIL along with the bill and it is established that the withdrawn money has been utilized only for the project work. Along with each RA bill the EPC/LSTK Contractor will have to submit the proof of payments being made to its sub-vendors and sub-contractors.
- c) If during the course of the project execution, it is established that the project progress is getting affected due to non-payment by EPC to its sub-vendors and sub-contractors than OIL will have the right to make direct payments to these sub-vendors and sub-contractors from EPC contractor RA bill final payable amount (after effecting statutory deductions as applicable) at total and risk and cost of EPC.
- d) The bidder will not be able to use this account for entering into any type of mortgage/loan/factoring arrangement with other financial institutions during the course of the contract execution with OIL without the written consent of OIL.

PART - 3
SECTION - I
GENERAL CONDITIONS OF

PART - 3

SECTION - I

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 DEFINITIONS:

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

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

2.0 EFFECTIVE DATE, COMPLETION PERIOD AND DURATION OF THE CONTRACT:

2.1 EFFECTIVE DATE OF THE CONTRACT: The contract shall become effective as of the date the Company notifies the Contractor in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the Company will be the Effective Date of Contract.

2.2 COMPLETION DATE OF THE CONTRACT: - The date of handing over of the Central Bowser Unlading Station (Duliajan) to OIL after successful installation, commissioning and PGTR shall be considered as the date of completion.

The Company shall issue a certificate that the Central Bowser Unlading Station (Duliajan) which has been duly constructed, commissioned and tested at site has been taken over by OIL for subsequent operations. The date of issuance of this certificate shall be considered as the completion date of Contract.

2.3 DURATION OF CONTRACT FOR SUPPLY , INSTALLATION, COMMISSIONING & PGTR : The contract shall come into force from the effective date of Contract & will remain in force & effect till the date of handing over of the Central Bowser Unlading Station (Duliajan) to Owner. The Contract for supply, construction, commissioning and testing will expire only after the expiry of the defect liability period.

2.4 In the event of delay on the part of Contractor to complete the project within the stipulated period of 20 months, Liquidation Damage (LD) as per clause No. 17.0 herewith will be applicable.

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

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

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

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

3.4 The Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for

the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

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

3.6 The Contractor shall have to bear the responsibility for employment matters and any problem in this regard inclusive of employment of local people and other issues pertaining to the Contractor's operations with Oil India Limited (OIL).

3.7 The Contractor shall also have to comply with all types of labour wages rates applicable in Assam and Arunachal Pradesh for unskilled, semi-skilled, skilled and highly skilled labourers employed locally or by the Contractor's sub-Contractors throughout the period of the contract.

3.8 The contractor shall pay the wages to the workers engaged under the Contract latest by 10th of each month on regular basis complying to the rates as per the Minimum wages Act and as notified by the Regional Labour Commissioner (Central), Guwahati from time to time.

3.9 The contractor shall issue wages slip every month to each worker as per the Government guidelines and pay the monthly wages to the workers through bank transfer to each individual workers bank account. Contractor must submit the monthly wages Bank statement/wages register statement to the Company along with their invoices.

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

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

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

4.3 Provide land free from all legal encumbrances for Construction of the Central Bowser Unlading Station (Duliajan).

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

5.0 PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR:

- 5.1 The Contractor warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.
- 5.2 The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. Upon Company's written request, the Contractor, entirely at its own expense, shall remove immediately any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the Company.
- 5.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan/field site, reroute /local boarding, lodging & medical attention etc. The Company shall have no responsibility or liability in this regard. However, the Company shall provide available medical assistance/facilities to the Contractor's Personnel in case of emergency at its own establishment on chargeable basis.
- 5.4 The Contractor's key personnel shall be fluent in English language (both writing and speaking).
- 6.0 WARRANTY AND DEFECT LIABILITY:**
- 6.1 The Contractor warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/oil field practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance which Company may, from time to time, furnish to the Contractor.
- 6.3 Should the Company discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilized from site or base camp (if applicable) that the work does not conform to the foregoing warranty, the Contractor shall after receipt of notice from the Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at the Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to the Contractor subject to a maximum of the contract value payable for the defective work which needs corrective action which the Contractor must pay promptly. In case the Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

6.4 Equipments and Mandatory Spares shall be warranted for 12 months from the date of successful commissioning or 24 months from the date of receipt at site, whichever is earlier.

6.5 In case of failure of any Equipment, the warranty for the repaired/ replaced Equipment shall be 12 months from the time such repair/ replacement has been completed.

7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

7.1 The Contractor shall not, without the Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of the Company in connection therewith, to any person other than a person employed by the Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance with prior permission from the Company. However, nothing hereinabove contained shall deprive the Contractor of the right to use or disclose any information:

(a) which is possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company ; or

(b) which is required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to the Company of such order to permit the Company an opportunity to contest such order subject to prior permission from Company.

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

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

7.4 During this Contract, the Company and its employees, agents, other contractors, sub-contractors (of any tier) and their employees etc. may be exposed to certain confidential information and data of the Contractor. Such information and data shall held by the Company, its

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

7.5 However, the above obligation shall not extend to information which:

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

8.0 TAXES:

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

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

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

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

8.5 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income

Tax Act as may be in force from time to time and Company will issue TDS Certificate to the Contractor as per the provisions of Income Tax Act.

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

8.7 Not Used

8.8 Not Used

8.9 Goods and Services Tax (GST):

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

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

8.9.3 The quoted price shall be deemed to be inclusive of all taxes and duties except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable). Supplier of goods/ services providing taxable service shall issue an invoice/ bill, as the case may be as per rules/ regulations of GST. Further, returns and details required to be filled under GST laws should be timely filed by the supplier of goods/services with requisite details.

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

- (i) The Central Goods & Services Tax Act, 2017;
- (ii) The Integrated Goods & Services Act, 2017;
- (iii) The Union Territory Goods & Services Tax Act, 2017;
- (iv) The Goods & Services Tax (Compensation to States) Act, 2017;
- (v) The respective State Goods & Service Tax Acts'

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

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

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

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

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

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

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

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

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

8.9.11 The Contractor shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the Rules & Regulations, as applicable from time to time. In particular, if any tax credit, refund or other benefit is denied or delayed to Company due to any noncompliance/ delayed compliance by the Contractor under the Goods & Service Tax Act (such as

failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Contractor, the Contractor shall be liable to reimburse Company for all such losses and other consequences including, but not limited to the tax loss, interest and penalty. Company shall be entitled to recover such amount from the contractor/vendor by way of adjustment from the next invoice, encashment of CPBG/PBG or by way of any other means.

- 8.9.12 Contractor/ vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by Company. In the event that the contractor/ vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, Company shall not be liable to make any payment on account of GST against such invoice.
- 8.9.13 GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the vendor, Company shall withhold the payment of GST.
- 8.9.14 GST payable under reverse charge for specified services or goods under GST act or rules, if any, shall not be paid to the vendor/contractor but will be directly deposited to the Government by Company.
- 8.9.15 Where Company has the obligation to discharge GST liability under reverse charge mechanism and Company has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to Company with respect to such payments is not available to Company for any reason which is not attributable to Company, then Company shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by Company to Contractor/supplier.
- 8.9.16 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor is denied by the tax authorities to Company for reasons attributable to Contractor/vendor, Company shall be entitled to recover such amount from the Contractor/vendor by way of adjustment from the next invoice. In addition to the amount of GST, Company shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on Company.

- 8.9.17 TDS under GST, if applicable, shall be deducted from vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the Contractor/vendor.
- 8.9.18 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/ concessions available under tax laws.
- 8.9.19 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 8.9.20 No variation on account of taxes and duties, statutory or otherwise, shall be payable by Company to Contractor except for GST. Any statutory variation for GST shall be payable up to contractual delivery period (including extended contractual delivery period for the reasons attributable to Company or due to Force Majeure condition) against documentary evidence. In case, input tax credit of GST is available to Company beyond contractual delivery period (including extended contractual delivery period for the reasons attributable to Company or due to Force Majeure condition), the same may be reimbursed by Company. Any reduction in taxes and duties included in the price shall be passed on to Company.
- 8.9.21 Any claim for arrears on account of statutory variation shall be submitted to company within two [02] months from the date of issue of 'Government Notification' towards statutory variation in GST, otherwise such claim may not be entertained. The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 8.9.22 The contractor will be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.
- 8.9.23 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 8.9.24 Company will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where Company is entitled for input credit of GST, the same will be

considered for evaluation of bid as per evaluation methodology of tender document.

- (i) GST amount shall be reimbursed to the Supplier at actuals against submission of invoice issued in accordance with the Invoice Rules which prescribe following particulars shall be included in the invoice:
 - (a) Name, address and GSTIN of the supplier;
 - (b) A consecutive serial number of the invoice;
 - (c) Date of issue;
 - (d) Name, address and GSTIN or UIN, if registered of the recipient;
 - (e) Name and address of the recipient and the address of the delivery, along with the State and its code,
 - (f) HSN Codes or Accounting Code of services;
 - (g) Description of goods or services;
 - (h) Total value of supply of goods or services;
 - (i) Taxable value of supply of goods or services taking into discount or abatement if any;
 - (j) Rate of tax (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
 - (k) Amount of tax charged in respect of taxable services (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
 - (l) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
 - (m) Address of the delivery where the same is different from the place of supply;
 - (n) Whether the tax is payable under Reverse Charge basis and
 - (o) Signature or digital signature of the supplier or his authorized representative.
- (ii) In case of any advance as per Purchase order, the Supplier shall issue a GST Invoice containing all the details stated in (i) (a) to (o). Subsequent recoveries/ adjustment of Advance amount shall be separately indicated in the GST Invoice for actual supply of Goods and Services.
- (iii) In case of Price Adjustment for delay in delivery as per GPC/SCC, the Supplier shall offer the Price Reduction amount as a discount to the invoice value containing all the details stated in (i) (a) to (o) for lower incidence of GST.

- (iv) It's the obligation on the part of Bidder/Contractor/Supplier to discharge his liability by payment of GST to Government of India in cash OR utilization of Input Tax credit in respect of such supply of services through GST Invoice under this Contract, so that Owner will avail Input Tax credit on such supply. In the event that the input tax credit of the GST charged by the Bidder/Contractor/Supplier is denied by the tax authorities to Owner due to reasons attributable to Bidder/Vendor/Supplier, Owner shall be entitled to recover such amount from the Bidder/Vendor/Supplier by way of adjustment from the next invoice or from Bank Guarantee. In addition to the amount of GST, Owner shall also be entitled to recover interest and penalty, in case same is imposed by the tax authorities on Owner.

8.10 NOT USED

8.11 ANTI-PROFITEERING CLAUSE

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

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

8.12 NEW TAXES & DUTIES

All new taxes/duties/cess /levies notified after the date of un-priced bid opening/ submission of any subsequent price implication/ revised prices, but within delivery period/extended delivery period (by Company due to reason attributable to Company or due to Force Majeure condition), shall be to Company's account. These shall be reimbursed against documentary evidence. However, in case of delay attributable to supplier, any new or additional taxes and duties including statutory variations imposed after Time for Completion, as above, shall be to supplier's account, however, any decrease in the taxes and duties shall be passed on to the owner.

8.13 GENERAL

- (i) The benefit of any Tax exemption, concessions, rebate or any other incentives available when the Contractor or its Sub Contractors are performing their obligations under the Purchase Order, shall be passed on to Company.

- (ii) If Company is not able to avail the credit of CGST & SGST/IGST, partially or entirely because the Supplier issued a defective invoice or failed to produce the requisite documents, then the Contractor shall immediately indemnify Company for such loss of Tax credit which would be otherwise available to Company. Company, in such case, may, in its sole discretion, decide to recover such loss by way of deduction from payment due to the Supplier or invoking the CPBG/PBG.
- (iii) Any error of interpretation of applicability of taxes/ duties by the supplier shall be to supplier's account.
- (iv) The classification of goods as per GST should be correctly done by the supplier to ensure that (Input Tax Credit) ITC benefit is not lost to the Company on account of any error on the part of the Company.
- (v) Cutting/ white fluid/overwriting is not allowed in the Invoice.
- (vi) Contractor GST related information should be provided along with the bid in the Performa P.

9.0 INSURANCE:

- 9.1 The Contractor shall at his own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:
- 9.2 The Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of the Company against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of the Contract shall be that of the Contractor alone. The Contractor's failure in this regard shall not relieve him or any of his responsibilities & obligations under the Contract. Any loss or damage to the equipment, during ocean transportation, port/custom clearance, inland & port handling, inland transportation, storage, erection and commissioning till such time the work is taken over by the Company, shall be to the account of the Contractor. The Contractor shall be responsible for preferring of all claims & make good for the damage or loss by way of repairs and/or replacement of the parts of the work damaged or lost. The Contractor shall provide the Company with a copy of all insurance policies & documents taken out by him in pursuance of the Contract. Such copies of document shall be submitted to the Company immediately upon the Contractor having taken such insurance coverage. The Contractor shall also inform the Company at least 60

days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time. Statutory clearances, if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/or during erection, shall be made available by the Company. The Contractor shall, however, be responsible for obtaining requisite licenses, port clearances and other formalities relating to such import. The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk [during ocean transportation only], etc. The scope of such insurance shall cover the entire value of supplies of equipment, plants and materials to be imported from time to time. All costs on account of insurance liabilities covered under Contract will be to the Contractor's account and will be included in Value of the Contract. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in value of the Contract to the extent of reduced premium amounts. The Contractor as far as possible shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation.

9.3 The Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:

- a) Employees' compensation insurance as required by the laws of the country of origin of the employee.
- b) The Company's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of the Contractor required to fulfill the provisions under this contract.
- d) The Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
- f) Public Liability Insurance as required under Public Liability Insurance Act 1991.

- g) Transit Insurance in respect of all items to be transported by the Contractor to the site of work, the cost of the transit insurance should be borne by the Contractor and the quoted price should be inclusive of this cost.
- 9.4 Any deductible set forth in any of the above insurance shall be borne by the Contractor.
- 9.5 The Contractor shall furnish to the Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 9.6 If any of the above policies expire or are cancelled during the term of this contract and the Contractor fails for any reason to renew such policies, then the Company at its discretion may renew/replace same and charge the cost thereof to the Contractor. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of the Contractor.
- 9.7 The Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as the Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.
- 9.8 All insurance taken out by the Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by the Contractor under this Contract.
- 9.9 Deductible: That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the Contractor.
- 10.0 CHANGES:**
- 10.1 During the performance of the work, the Company may make minor change to take care of any supplementary work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. The Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.
- 10.2 If any changes result in an increase in compensation due to the Contractor or in a credit due to the Company, the Contractor shall submit to the Company an estimate of the amount of such compensation or credit in a form prescribed by the Company. Upon review of the Contractor's estimate, the Company shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining

a reasonable compensation or credit for the change. If the Contractor disagrees with compensation or credit set forth in the Change Order, the Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with **Clause 13.0** hereunder. The Contractor's performance of the work as changed will not prejudice the Contractor's request for additional compensation for work performed under the Change Order.

11.0 FORCE MAJEURE:

11.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure' will stand suspended for the period during which such cause lasts. The word Force Majeure' as employed here in shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

11.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72(Seventy Hours) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim. Time for performance of the relative obligations suspended by the force majeure shall then be extended by the period for which such cause lasts.

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

12.0 TERMINATION:

12.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):

This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract or the extension period, if exercised by the Company under the provision of the Contract.

12.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:

Either party shall have the right to terminate this Contract on account of Force Majeure in case the Force Majeure condition persists for more than 3 months.

12.3 TERMINATION ON ACCOUNT OF INSOLVENCY:

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

12.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:

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

12.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:

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

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

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

12.8 CONSEQUENCES OF TERMINATION:

In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract

that reasonably require some action or forbearance after such termination.

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

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

13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

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

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

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

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

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

4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

7. The arbitral tribunal shall make and publish the award within time stipulated as under:

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

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

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

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

12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

13. Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):

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

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

14.0 NOTICES:

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

Company

a) **For contractual matters**

GM (Projects-C&P)
OIL INDIA LIMITED
PO DULIAJAN – 786602
ASSAM, INDIA
Fax No. 91-374-2803549
E-mail: prodproj@oilindia.in

b) **For technical matters**

GM(Projects)
OIL INDIA LIMITED
PO-Duliajan – 786602,
Assam, India
Tel No.
Email: prodproj@oilindia.in

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

15.0 SUBCONTRACTING / ASSIGNMENT:

- 15.1 **MINIMUM ACTIVITIES TO BE PERFORMED BY THE CONTRACTOR:**
The Contractor directly and shall not further sub-contract the following activities:
a) Project Management
b) Planning
c) Procurement
d) Construction Management
e) Commissioning
- 15.2 The Contractor may sub-contract construction work, to the Sub-Contractor having prior proven experience of similar WORK and on specific approval by the Company before award of WORK.
- 15.3 Following the notification of Acceptance of Bid, the Contractor will submit to OIL for approval with the details of nominated Sub-Contractors as per **Annexure-III** to the Special Conditions of Contract. The Contractor shall ensure that very competent and resourceful agencies with proven track record and performance should be proposed for the work to be sub-contracted.
- 15.4 The list of construction Sub-Contractors proposed in the Bids (if any) by the Bidders shall be considered as indicative only.
- 15.5 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 a Micro or Small Enterprise registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar Memorandum any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority /Engineer-in-Charge the details like Name, Registration No., Address, Contact No. details of material and value of procurement made, etc. of such enterprises shall be furnished by the Contractor at the time of submission of invoice/bill.
- 15.6 Where the Owner/OIL consents in writing to sub-contracting, the sub-contracting shall not act as a waiver of any of the contractor's liability or obligation under the contract and the contractor shall be responsible for the acts, defaults and neglects of any sub- contractor or its workmen. Sub-contracting shall not create any contractual relationship between sub-contractor and the company.
- 16.0 MISCELLANEOUS PROVISIONS:**
- 16.1 The Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or

other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

16.2 The Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep the Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

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

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

17.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILISATION AND COMPLETION:

17.1 **NOT USED**

17.2 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY COMPLETION OF PROJECT:

17.2.1 Time is the essence of this Contract. In the event, the Contractor fails to complete the works within the stipulated completion period mentioned elsewhere in the bidding document, the Contractor shall be liable to pay liquidated damages @ 0.5% of the total Contract Value, per week of delay or part thereof of delay subject to maximum of 7.5% of the Total Contract Value and where the amount of LD goes beyond specified limit, the contractor is considered as default and the company may terminate the contract. Liquidated Damages will be reckoned after expiry of the completion period.

17.2.2 If the Contractor fails to hand over the to the Company after successful testing & commissioning within 12 weeks after the

stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.

17.2.3 Both the Contractor and the Company agree that the above percentage of Liquidated damage is a genuine pre-estimate of the loss/damage which will be suffered by the Company on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever. Discussion of the company in the matter of applicability of LD shall be final and binding to the contractor.

17.2.4 The applicable GST on the LD shall have to be borne by the contractor. Accordingly, the liquidated damages shall be recovered from the contractor along with applicable GST.

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

18.0 PERFORMANCE SECURITY:

The Contractor has furnished to the Company a Bank Guarantee No. _____ dated _____ issued by _____ for _____ (being 10% of the Total Contract Price) with validity of 4 years plus 3 months from the date of Commissioning of the plant. The Performance Security shall be payable to the Company as compensation for any loss resulting from the Contractor's failure to fulfil their obligations under the Contract. In the event of extension of the Contractual period, the validity of the Bank Guarantee shall be suitably extended by the Contractor. The Bank Guarantee will be discharged by the Company not later than 30 days following its expiry.

19.0 ASSOCIATION OF COMPANY'S PERSONNEL:

The Company's engineer will be associated with the work throughout the operations. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and provide the Company with a standard of work customarily provided by reputed Contractors to major international oil companies in the petroleum industry.

20.0 LABOUR:

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

21.0 LIABILITY:

- 21.1 Except as otherwise expressly provided, neither the Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of the Company and/or its servants, agent, nominees, assignees, contractors and sub-Contractors. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 21.2 Neither the Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of the Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such liabilities and any suit, claim or expense resulting there from.
- 21.3 The Contractor hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against the Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this Contract.
- 21.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this Contract.
- 21.5 Except as otherwise expressly provided, neither the Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence

of the Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless the Contractor from and against such loss or damage and any suit, claim or expense resulting there from.

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

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

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

22.0 INDEMNITY AGREEMENT:

22.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

22.2 Except as provided hereof the Company agrees to protect, defend, indemnify and hold the Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which

may arise in favour of the Company's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

22.3 INDEMNITY APPLICATION:

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

23.0 SET-OFF:

Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract 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).

24.0 WITHHOLDING:

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

- a) For non-completion of jobs assigned as per Section-II.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-Contractor of the Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against the Contractor.
- e) Failure of the Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- f) Failure of the Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another the Contractor of the Company.

- h) All claims against the Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by the Contractor to fully reimburse the Company under any of the indemnification provisions of this Contract. If, during the progress of the work the Contractor shall allow any indebtedness to accrue for which the Company, under any circumstances in the opinion of the Company may be primarily or contingently liable or ultimately responsible and the Contractor shall, within five days after demand is made by the Company, fail to pay and discharge such indebtedness, then the Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to the Contractor, a sum equal to the amount of such unpaid indebtedness.

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

- i) Order issued by a Court of Law in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of the Contractor which by any law prevalent from time to time to be discharged by the Company in the event of the Contractor's failure to adhere to such laws.
- iv) Any payment due from the Contractor in respect of unauthorised imports.

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

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

25.0 APPLICABLE LAW:

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

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

- a) The Mines Act 1952- as applicable to safety and employment conditions
- b) The Minimum Wages Act, 1948

- c) The Oil Mines Regulations, 1984
- d) The Workmen's Compensation Act, 1923
- e) The Payment of Wages Act, 1963
- f) The Payment of Bonus Act, 1965
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- h) The Employees' Pension Scheme, 1995
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service)
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- k) The AGST Act, WB & Bihar GST Act
- l) Service Tax Act
- m) Customs & Excise Act & Rules
- n) Environmental Protection Act
- o) Public Liability Act

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

26.0 RECORDS, REPORTS AND INSPECTION:

The Contractor shall, at all times, permit the Company and its authorised employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records with major items consumed, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorised employees and representatives.

The Contractor shall provide the Company designated representatives with a daily written report, on form prescribed by the Company showing details of operations during the preceding 24 hours and any other information requested by the Company whenever so requested. The Contractor shall not, without the Company's written consent allow any third person(s) access to the said survey, or give out to any third person information in connection therewith.

The designated key person shall work as competent person on behalf of Installation Manager (Company representative) and shall be

responsible for compliance of all safety rules and practices. Contractor shall maintain all records pertaining to safety regulation as per instruction of Company and shall update regularly for inspection by Mines authority time to time at site.

27.0 SUBSEQUENTLY ENACTED LAWS :

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

28.0 ROYALTY AND PATENTS :

If any material used or methods or processes practiced or employed in the manufacture of items to conform with the requirements of the contract is/are covered by a patent(s) in respect of which contractor is not licensed, the contractor shall, before using the material, method or process, as the case may be, obtain such license(s) and pay such royalty(ies) and license- fee(s) as may be necessary

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

29.0 WAIVER :

Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.

30.0 CONSEQUENTIAL DAMAGE :

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

31.0 POLLUTION AND CONTAMINATION :

- 31.1 The Contractor shall be liable for all surface pollution to the extent caused by the Contractor and resulting from spillage or dumping of solvents/additive substances or pollutants which the Contractor brings to the site for use in connection with Work to be performed under this Contract.
- 31.2 Pursuant to Clause 32.1 above, the Company agrees that the Contractor shall not be responsible for and the Company shall indemnify and hold the Contractor, its agent, servants, officers and employees harmless from any liability, loss, cost or expense for loss or damage from pollution or contamination arising out of or resulting from any of the Contractor's services/operations unless such pollution or contamination is caused by the Contractor's Gross Negligence.
- 31.3 Notwithstanding anything to the contrary contained herein, it is agreed that the Company shall release, indemnify and hold the Contractor and its sub-contractors harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorneys fees") for:
- a) Damage to or loss of any reservoir or producing formation; and/ or
 - b) Damage to or loss of any well; and/ or
 - c) Any other subsurface damage or loss; and/ or
 - d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.
- 31.4 Contractor shall assume all responsibility and liability for all other pollution or contamination, howsoever caused including control and removal of same, which may occur during the term of or arising out of this contract and shall indemnify Company from and against all claims, demands and causes of action of every kind and character arising from said pollution or contamination. However settlement of claims against noise pollution/water pollution arising out of Company's equipments shall be the responsibility of Company, if the said pollution is not caused due to negligence of Contractor. Otherwise the claims shall have to be settled by the Contractor. Contractor at all times shall try to minimize water and noise pollution arising out of Company's equipments.
- 31.5 In the event a third party commits an act of omission which results in pollution or contamination for which either the Contractor or Company, by whom such party is performing work is held to be legally liable, the responsibility shall be considered as between Contractor and Company, regardless of the party for whom the job was performed

and liability as set forth in 31.1, 31.2, 31.3 and 31.4 above would be specifically applied

32.0 LIMITATION OF LIABILITY :

Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and / or criminal acts,

- (a) Neither the Contractor nor the Company shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.
- (b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under the Contract, in tort or otherwise, shall not exceed 50% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

The Company shall indemnify and keep indemnified the Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

PART - 3
SECTION - II
TERMS OF REFERENCE /
TECHNICAL SPECIFICATIONS

PART - 3

SECTION - II

TERMS OF REFERENCE /
TECHNICAL SPECIFICATIONS

For details of the technical scope and specifications, refer Vol-II of the Tender Document.

PART - 3
SECTION - III
SPECIAL CONDITIONS OF CONTRACT (SCC)

PART - 3

SECTION - III

SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0 GENERAL:

Special Conditions of Contract shall be read in Conjunction with the General Conditions of Contract, specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires.

Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.

Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his cost and the value of the Contract shall be deemed to have included cost of such performance and provisions, so mentioned.

The materials, design, and workmanship shall satisfy the relevant Indian Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulates requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:

1. Contract Agreement
2. Detailed Letter of Acceptance along with Statement of Agreed Variations.

3. Fax/Letter of Intent/Fax of Acceptance.
4. Schedule of Rates as enclosures to Detailed Letter of Acceptance.
5. Job/Particular Specifications.
6. Drawings
7. Technical/Material Specifications.
8. Special Conditions of Contract.
9. Instruction to Bidders:
 - (i) General Conditions of Contract.
 - (ii) Indian Standards
 - (iii) Other applicable Standards

It will be the Contractor's responsibility to bring to the notice of OIL's Engineer-in-Charge/consultant any irreconcilable conflict in the contract documents before starting the work (s) or making the supply with reference which the conflict exists.

In the absence of any Specifications covering any material, design of work(s) the same shall be performed/supplies/executed in accordance with Standard Engineering Practice as per the instructions/directions of the consultant, which will be binding on the Contractor.

2.0 SCOPE OF WORK:

The scope of work in general includes scope of work specified in Technical Documents enclosed and Schedule of Rates enclosed in Commercial Section of the Bidding Document. Further, it includes any other work not specifically mentioned but required to complete the work as per specifications, drawings and instructions of Engineer-in-Charge.

Scope of work shall be read in conjunction with item description of Schedule of Rates and the Contractor's scope shall include all activities of work specified in the item description of Schedule of Rates.

Rates shall include all costs for the performance of the item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under 'Schedule of Rates' but is required to complete the work which could be reasonably implied/informed from the content of Bidding Document, the cost for carrying out such activity of work shall be deemed to be included in the item rate.

3.0 SCOPE OF SUPPLY:

The Contractor shall supply all the materials, instruments, equipment, tools and tackles required for the completion of work in all respects as per the requirement enumerated in Technical Section of Bidding Document, at their sole cost and expense.

4.0 SUPPLY OF WATER, POWER & OTHER UTILITIES:

Water, power and land for the Contractor's Office and site fabrication, Ware house, residential accommodation etc. shall be arranged by the Contractor at no extra cost to the Company and the quoted prices shall be deemed to be inclusive of such expenses, if any. The Company shall provide land free from all encumbrances as per the Site map enclosed for Construction of New Central Bowser Unloading station. However, construction power, water and other utilities shall be arranged by the Contractor at his own cost.

5.0 TIME SCHEDULE:

The Work shall be executed strictly as per time schedule given in Annexure- I to SCC. The period of completion given includes the time required for mobilization, de-mobilization and completion of work in all respects to the satisfaction of the consultant. A joint programme of execution of work will be prepared by the consultant and Contractor. This program will take into account the time schedule as mentioned above. Weekly execution program will be drawn up by the consultant jointly with the Contractor based on priorities and the joint program of execution as referred to above. The Contractor shall scrupulously adhere to the Targets/Programs by deploying adequate personnel, Construction Equipment, Tools and Tackles and also by timely supply of required materials coming within his scope of supply as per the Contract. In all matters concerning the extent of target set out in the weekly/monthly program and the degree of achievement, the decision of the consultant / OIL's Engineer-in-Charge will be final and binding on the Contractor.

The Contractor shall give every day category-wise labour and equipment deployment report along with the progress of work done on previous day in the format prescribed by the consultant/ OIL's Engineer- in -charge. Within 7 (seven) days of the occurrence of any act, event of omission which, in the opinion of the Contractor, is likely to lead to delay in the commencement or completion of any particular work(s) or operation(s) or the entire work at any job site(s) and is such as would entitle the Contractor to an extension of time specified in this behalf in the Progress Schedule(s), the Contractor shall inform the Company and the Engineer-in-Charge, in writing, of the occurrence of the act, event or omission and the date of commencement of such occurrence. Thereafter, if even upon the cessation of such act or event or the fulfillment of the omission, the Contractor is of the opinion that an extension of the time specified in the Progress Schedule relative to particular operation(s) or item(s) or works or the entire work at the job site(s) is necessary, the Contractor shall, within 7(seven) days after the cessation or fulfillment as aforesaid, make a request to the Engineer-in-Charge for

extension of the relative time specified in the Progress Schedule. The Engineer-in-Charge may on such request at any time prior to completion of the works extend the relative time of completion in the Progress Schedule for such period(s) as he considers necessary, if he is of opinion that such act, event or omission constitutes a ground for extension of time in terms of the Contract and that such act, event or omission has in fact resulted in insurmountable delay to the Contractor. The opinion/decision of the Engineer-in-Charge in this behalf and as to the extension necessary shall be final and binding upon the Contractor. Notwithstanding the provisions hereof, the Company may at any time after final completion of the Unit or works in all respects of its own initiative consider a request for extension of time made by the Contractor to the Engineer-in-Charge or at the request of the Contractor made by way of appeal either against the decision of the Engineer-in-Charge taken or against the Engineer-in-Charge's failure to take a decision under the said clause, if satisfied of the existence of any ground(s) justifying the delay, extend the date for completion of the work or any item or operation thereof for such period(s) as the Company may consider necessary, and the decision of the Company as to the existence or otherwise of any grounds justifying the extension and as to the period(s) of extension necessary shall be final and binding upon the Contractor.

The extension of time shall be the sole remedy of the Contractor for any cause or event of delay and the Contractor shall not be entitled in addition to or in lieu of such extension, to claim any damages or compensation for extended stay or otherwise whether under the law governing contracts or quasi-contracts or any other relationship, and the Contractor hereby waives and disclaims any and all contrary rights.

6.0 DRAWINGS AND DOCUMENTS:

The drawings accompanying the bid document (if any) are of indicative nature and issued for bidding purpose only. Purpose of these drawing is to enable the bidder to make an offer in line with the requirements of the Company. However no extra claim whatsoever shall be entertained for variation in the "Approved for Construction" and "Bid document drawings" regarding any changes/units. Construction shall be as per drawings/specifications issued/ approved by the company/ consultant during the course of execution of work. Detailed construction drawings (wherever required) on the basis of which actual execution of work is to proceed will be prepared by the Contractor.

DCI (Drawing Control Index) will be prepared by Contractor and submitted for Company for approval within 21 days of LOA. The drawings and documents to be submitted by the Contractor to the Company after award of the work as per agreed DCI shall be for the Company's review, information and record. The Contractor shall ensure that drawings and documents submitted to the Company/consultant are accompanied by relevant calculations, data as required and essential for review of the document/drawings. The Company/ consultant shall review the drawings/documents within two weeks from the date of submission provided the same are accompanied by relevant calculations, data as required and essential for review.

All documents and drawings including those of the Contractor, sub-vendors manufacturer etc. shall be submitted to the consultant /Company after having been fully vetted in detail, approved and co-opted by the Contractor & shall bear Contractor's seal/certifications to this effect. All documents/drawings & submissions made to the Company without compliance to this requirement will not be acceptable and the delay & liability owing to this shall be to the Contractor's account.

The review of documents and drawings by the Company shall not absolve the Contractor from his responsibility to meet the requirements of specifications, drawings etc. and liabilities for mistakes and deviations. Upon receiving the comments on the drawings/documents reviewed by the Company/consultant, the Contractor shall incorporate the comments as required and ensure their compliance.

Copies of all detailed working drawing relating to the works shall be kept at the Contractor's Office at the site and shall be made available to the consultant/Company at any time during execution of the Contract. However, no extra claim whatsoever shall be entertained for any variation in the "approved/issued for construction drawings" and "tender drawings" regarding any changes/units unless otherwise agreed.

The Contractor shall rectify any inaccuracies, errors and non-compliance to contractual requirements. Any delay occurring on this shall not construe a reason for delay/ extension.

7.0 FIRM PRICES:

The quoted price shall remain firm and fixed till the completion of work except for the statutory variations of GST.

8.0 GOVERNMENT OF INDIA NOT LIABLE:

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

9.0 WORKS CONTRACT:

The work covered under this contract shall be treated as "Works Contract".

10.0 INTELLECTUAL PROPERTY:

Neither the Company nor the Contractor nor their personnel, agents nor any sub-contractor shall divulge to any one (other than persons designated by the party disclosing the information) any information designated in writing as confidential and obtained from the disclosing party during the course of execution of the works so long as and to the extent that the information has not become part of the public domain. This obligation does not apply to information furnished or made known to the recipient of the information without restriction as to its use by third parties or which was in recipient's possession at the time of disclosure by the disclosing party. Upon completion of the works or in the event of termination pursuant to the provisions of the Contract, the Contractor shall immediately return to the Company all drawings, plans, specifications and other documents supplied to the Contractor by or on behalf of the Company or prepared by the Contractor solely for the purpose of the performance of the works, including all copies made thereof by the Contractor.

11.0 PROVIDENT FUND ACT:

The Contractor shall strictly comply with the provisions of Employees Provident Fund Act and Miscellaneous Provisions Act, 1952 and register themselves with RPFC before commencing work and follow the relevant statutory provisions including Rules made there-under concerning contractual workers to be engaged by such bidder. If the bidder does not have P.F. Code number at the time of applying for this tender, then the bidder must apply for the same if the contract is awarded to the bidder. Such bidder shall furnish the Provident Fund code number issued by the appropriate Govt. Authority, within 45 days of signing of contract, to Company (or when advised by Company, after 45 days of signing the contract). The Contractor shall deposit Employees' and Owners' contributions to the RPFC every month. The Contractor shall furnish along with each running bill, the challan/receipt for the payment made to the RPFC for the preceding months failing which OIL will deduct from his bills the amount equivalent to such deductions with penalty as per the provisions of applicable act.

12.0 ALTERATIONS IN DESIGNS, PLANS, DRAWINGS, SPECIFICATIONS, ORDERS AND INSTRUCTIONS:

The consultant and/or company shall have the power, by written notice to the Contractor at any time prior to or in the course of the execution of works or any part thereof, to alter or amend the specifications, orders and/or instructions or any of them by addition, omission, substitution or otherwise howsoever with or without altering or amending the plans, drawings and/or design and the Contractor shall carry out the related work in accordance with such altered specifications, orders, instructions, plans, drawings and/or designs as the case may be, on the same terms and conditions in all respects, subject to the provisions set forth below :-

If such alteration or amendment shall, in the opinion of the Contractor, necessitates an extension in the time for completion, the provision of Clause **5.0** hereof and related clauses with regard to the extension of time, shall apply.

- (a) If such alteration or amendment shall, in the opinion of the Engineer-in-Charge (whose opinion in this behalf shall be final and binding upon the Contractor), necessitates the performance of any work not covered by the Schedule of Rates, the remuneration for such work or portion or item thereof not covered by the Schedule of Rates shall be determined in the following manner:

- i. If it is possible to derive the rate(s) for such work or items of work from any of the items of material and/or work covered in the

Schedule of Rate(s), the rate(s) for the relative works/items shall be the rate(s) arrived at on the basis of such derivation. The opinion of the Engineer-in-Charge as to whether or not the relative rates can be derived from the rates for the items of material and/or work included in the Schedule or Rates and the consequent derivation of rate(s) on basis thereof shall be final and binding upon the Contractor.

- ii. If, in the opinion of the Engineer-in-Charge, the relative rate(s) shall not be derivable within the provisions of paragraph (i) hereof above, the relative rate(s) shall be the rate(s) for the work or items of work settled as follows:

An analysis of the rate(s) for the completed work or items shall be prepared by taking (if and so far as applicable):

- A. Issue rate(s) for materials supplied by the Company, if applicable;
 - B. Materials supplied by the Contractor and incorporated in the permanent works at the rate(s) (if any) for material specified in the relevant Schedule forming part of the Contract; and
 - C. Labour cost at rate(s) for labour, if any, specified in the relevant Schedule forming part of the Contract.
- iii. The opinion of the Engineer-in-Charge as to the quantity of material and/or labour involved shall be final and binding on the Contractor.
- iv. In the event of any item of material or labour involved not being covered by the relevant schedule forming part of the Contract for the purpose of determining the rates in terms of items (B) and/or (C) of paragraph (ii) above, market rates shall be taken into account for such items of materials and labour as are not covered by the relevant schedules forming part of the Contract and there shall be added thereto 15% (fifteen percent) to cover Contractor's supervision, overheads and profits. For the purpose of clarification, it is stated that 15% (fifteen percent) addition shall apply only for any item not covered by the relevant schedule of the Contract.
- v. The opinion of the Engineer-in-Charge as to whether or not any particular item(s) of material(s) or labour involved is covered by the relevant Schedule(s) and if not as to the market rate(s) thereof shall be final and binding upon the Contractor.

- (b) If any alteration, amendment or modification shall, in the opinion of the Engineer-in-charge (whose opinion in this behalf shall be final and binding upon the Contractor) results in a reduction or increase or change in the work or supply covered by the lump sum price so as to render unreasonable the lump sum price, the Company and the Contractor shall negotiate a suitable increase or reduction, as

the case may be, in the lump sum price, and failing agreement on a negotiated rate for the item by appropriate reduction/increase, as the case may be, the Engineer-in-Charge shall fix the reduction or increase as he considers reasonable in the circumstances to the lump sum price, and the lump sum price shall be deemed to be accordingly amended to the extent applicable to the work covered by the alteration or amendment.

Pending finalization in respect of the revised rate of any item in the Price Schedule or increase/reduction in the lump sum price pursuant to the provisions hereof, the Contractor shall continue and be bound to continue and perform the works and/or make the supply to completion in all respects according to the contract (unless the contract or works be determined by the Company) and the Contractor shall be liable and bound in all respects under the contract.

The rate(s) for any work determined in accordance with the provisions mentioned above shall for the purpose of the Contract with respect to the work or item of work or supply affected by such amendment, alteration or modification be deemed to be rate(s) for such work or item(s) of work within the Schedule of Rates, or the lump sum Price, as the case may be.

The Contractor shall not be entitled to any compensation in addition to the payment for the work actually performed by the Contractor calculated on the basis of the Schedule of Rate(s) or lump sum Price or as provided for in this Clause hereof, as the case may be, as a result of any amendment or variation in the specification, orders, instructions, plans, designs or drawings notwithstanding that such alteration(s)/variation(s) may have resulted in a reduction of the total quantum or value of the work involved under the Contract, except as provided for in clause 18.4 hereunder.

(c) **ALTERATION IN THE SCOPE OF WORK:**

The Company may, at any time(s) before or after the commencement of the work, by notice in writing issued to the Contractor, alter the scope of work by increasing or reducing the works or the jobs required to be done by the Contractor or by adding thereto or omitting there from any specific works or jobs or operations or by substituting any existing works or jobs or operations with other works or jobs and/or operations or by requiring the Contractor to perform any additional works in or about the job site, and upon receipt of such notice the Contractor shall execute the job(s) as required within the altered scope of work.

If any alteration in the scope of work shall, in the opinion of the Contractor, necessitates any extension in the time for completion,

the provisions of Clause **5.0** hereof and associated clauses with regard to the extension of time shall apply.

If in the opinion of the Engineer-in-Charge (whose opinion in this behalf shall be final and binding upon the Contractor) any alteration in the scope of the work shall result in any reduction or increase or change in the work or supply covered by the lump sum price so as to render unreasonable the lump sum price, the lump sum Price shall be increased or reduced, as the case may be. Providing determination of the rates aforesaid, the provisions of this clause shall mutatis mutandis apply.

The Contractor shall not be entitled to any compensation in addition to the payment for the work actually performed by the Contractor calculated on the basis of the Schedule of Rates or lump sum price or as provided in this hereof, as the case may be, as a result of any alteration in the scope of work notwithstanding that such alteration may have resulted in a reduction in the total quantities or value of work-involved.

13.0 CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION:

CONSTRUCTION EQUIPMENT:

The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy construction equipments and tools & tackles as specified in this SCC as and when required augment the same as decided by the Engineer-in-Charge depending on the exigencies of the work so as to complete all works within the contracted time schedule and without any additional cost to the Company. No construction equipment shall be supplied by the Company.

The complete list of minimum critical equipments required to be owned/ hired/ leased by the bidder is attached with the Bidding Document.

Bidder shall submit the supporting documents as stipulated in schedule III regarding minimum critical equipments required to be owned/hired/leased by the Bidder.

The Company shall supply no Construction Equipment.

SITE ORGANIZATION:

Subject to the provisions in the Contract document and without prejudice to the Contractor's liabilities and responsibilities to provide adequate qualified skilled, semi-skilled and unskilled personnel on the work, the Contractor shall deploy supervisory personnel as

specified in this SCC and augment the same as decided by the Engineer-in-Charge depending upon the site requirement & the exigencies of work so as to complete all works within the contracted time schedule and without any additional cost to the Company.

Qualification and experience of Key Supervisory Personnel to be deployed for this work shall be as per schedule II to this SCC. The Contractor shall submit bio-data of Key Supervisory Personnel meeting the requirement of this Annexure which will be reviewed and approved by the Engineer-in charge.

13.1 QUANTITIES OF WORK:

The quantities of work stated in the Form of Schedule of Rates do not form part of the Contract and the Company shall not be liable for any increase or decrease in the actual quantities of work performed (notwithstanding the percentage of such increase or decrease), nor shall such increase or decrease in the actual quantities form the basis of any alteration of rates quoted and accepted or in the quoted price or for any claim for additional compensation, damages or loss or profits or otherwise, with the intent that the Contractor shall notwithstanding the quantities mentioned in the Form of Schedule of Rates only be entitled to payment in respect of actual quantities of work performed in terms of the Contract and measured in the Final Measurements, notwithstanding the percentage of increase or shortfall in such quantities and notwithstanding that the total contract value for the completed works on finalization of all dues to the Contractor under the Contract shall be less than the total Contract Value as specified for the purpose of Security Deposit in the Acceptance of Tender.

14.0 MEASUREMENT OF WORKS:

This being a lumpsum Contract, mode of measure of work appearing anywhere in the GCC or elsewhere in the Bidding Documents shall not be applicable. Progress payment will be governed by Terms of Payment

15.0 TERMS OF PAYMENT:

Basis and terms of payment for making “On Account Payment” shall be as set out in Annexure-II to SCC.

16.0 TEMPORARY WORKS:

All Temporary and ancillary works including enabling works connected with the work shall be responsibility of the Contractor and the price quoted by them shall be deemed to have been included the cost of such works which shall be removed by the Contractor at his cost, immediately after completion of his work.

17.0 PROTECTION OF EXISTING FACILITIES:

The Contractor shall obtain all safety clearance (viz. Excavation, Hot/Cold Work permit) from the Company, as may be required from time to time, prior to start of work. Work without Safety Permit shall not be carried out. Safety Permit and fire service facility, if available, shall be provided on daily allocation basis upon application.

The Contractor shall obtain plans and full details of all existing and planned underground services from the Company and shall follow these plans closely at all times during the performance of work. The Contractor shall be responsible for location and protection of all underground lines and structures at his own cost.

The Contractor shall take all precautions to ensure that no damage is caused to the existing pipelines, cables etc. during construction. Valve cabin of existing pipelines, other existing structures, existing stone pitching and other stabilisation measures along the track route damaged/disturbed during construction shall be repaired and restored to their original condition by the Contractor after completion of construction to the complete satisfaction of the Company.

Despite all precautions, should any damage to any structure/utility etc. occur, the Contractor shall contact OIL/authority concerned and the Contractor shall forthwith carry out repair at his expenses under the direction and to the satisfaction of OIL/concerned authority. The Contractor shall in consultation with OIL and the concerned authorities, take adequate measures for strengthening the existing electric poles, telephone poles etc. in the proximity of the pipeline/cable alignment. The Contractor shall take adequate protective measures to prevent damage to these facilities during construction. The Contractor shall have to adopt such method of construction as will be suitable for working in these areas using the limited space available and without causing any damage to these facilities. The Contractor shall be deemed to have taken cognisance of all such constraints, etc. while working in this area and the Contractor shall not be entitled to claim any extra at a later stage.

18.0 WORK FRONT:

The work involved under this Contract may include such works as have to be taken up and completed after other agencies have completed their jobs. The Contractor will be required and bound to take up and complete such works as and when the fronts are available for the same and no claim of any sort whatsoever shall be admissible to the Contractor on this account. Only extension of time limit shall be admissible, if the availabilities of work fronts to the Contractor are delayed due to any reason not attributable to the Contractor.

19.0 CRANES AND LIFTING TOOLS & TACKLES:

Lifting tools tackles and cranes of required capacity will be arranged by the Contractor at his own cost. All tools, tackles including cranes shall have required certificates from the competent authority before mobilisation at site.

All rigging and lifting tools & tackles and cranes should be properly tested as per the safety/statutory requirements and their latest certification documents shall be submitted to OIL. Equipment older than 10 years shall not be deployed for the site work.

20.0 STATUTORY APPROVALS:

The Company has applied for the approval from all concerned authorities, for activities such as railway, roads, water crossings and at places where blasting is envisaged required as per statutory rules and regulations of Central/State Government/ Local Bodies and is expected to receive the approvals. However, any further liaisoning /left over approval after award of this Contract shall be the Contractor's responsibility. The application on behalf of the Company for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction/commissioning of the work is not delayed for want of the approval/inspection by the concerned authorities.

The Contractor shall arrange the inspection of the works by the authorities and necessary co-ordination and liaison work in this respect shall be the responsibility of the Contractor. However statutory fees paid, if any, for all inspection and approvals by such authorities shall be reimbursed at actual by the Company to the Contractor on production of documentary evidence.

Any change/addition required to be made to meet the requirements of the statutory authorities shall be carried out by the Contractor free of charge. The inspection and acceptance of the work by statutory authorities shall however, not absolve the Contractor from any of his responsibilities under this Contract.

21.0 TESTS AND INSPECTION:

The consultant shall provide all requisite inspection service for all indigenous equipment/ bulk material procured for the project and no additional charges shall be payable to contractor on the account of the same.

In any case bidder sourcing materials from abroad, the inspection shall be arranged through the Third Party Inspection Agencies out of BV/DNV/LRS/IRS/RITES in the country of origin. The contract price

shall be inclusive of such TPI inspection charges and no extra claim shall be entertained towards the same.

The Contractor shall carry out the various tests as enumerated in the technical specifications of this bid document and the technical documents that will be furnished to him during the performance of the work.

The work is subject to inspection at all times by the consultant/company. The Contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this bid document, the technical documents and the relevant codes of practice will be furnished to him during the performance of the work.

The Contractor shall provide for purposes of inspection access ladders, lighting and necessary instruments at his own cost.

Any work not conforming to execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carryout the rectifications at his own cost.

All results of inspection and tests will be recorded in the inspection reports, proforma of which will be approved by the consultant. These reports shall form part of the completion documents.

For materials supplied by the Company, the Contractor shall carryout the tests, if required by the company, and the Company shall reimburse the cost of such tests at actual to the Contractor on production of documentary evidence.

Statutory fees paid to IBR authorities and for repeat tests and inspection due to failures, repairs etc. such reasons attributable to the Contractor shall be borne by the Contractor.

Inspection and acceptance of work shall not relieve the Contractor from any of his responsibilities under this Contract.

22.0 MECHANISED CONSTRUCTION:

The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule adopt as far as practicable, mechanized construction techniques for major site activities. Contractor agrees that he will deploy the required numbers and types of the plant & machinery applicable for different activities in consultation with the consultant/company during execution of works.

The Contractor further agrees that Contract price is inclusive of all the

associated costs, which he may incur for actual mobilization, required in respect of use of mechanised construction techniques and that the Company in this regard shall entertain no claim whatsoever.

23.0 TEMPORARY WORKS:

All Temporary and ancillary works including enabling works connected with the work shall be responsibility of the Contractor and the price quoted by them shall be deemed to have included the cost of such works which shall be removed by the Contractor at his cost, immediately after completion of his work.

24.0 QUALITY MANAGEMENT SYSTEM:

Bidder shall include in his offer the Quality Assurance Programme containing the overall quality management and procedures, which is required to be adhered to during the execution of contract. After the award of the Contract detailed quality assurance programme shall be prepared by the contractor for the execution of the Contract for various works, which will be mutually discussed and agreed to.

The Contractor shall establish document and maintain an effective quality assurance system outlined in recognised codes.

Quality Assurance System plans/procedures of the Contractor shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the Quality Assurance, plans or procedures to be followed for quality control in respect of Engineering, Procurement, Supply, Construction, Commissioning and Testing. The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all stages of work at site as well as at manufacture's works and dispatch of materials.

The consultant/company or its representative shall reserve the right to inspect/witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.

The Contractor has to ensure the deployment of Quality Assurance and Quality Control Engineer(s) depending upon the quantum of work. This QA/QC group shall be fully responsible to carry out the work as per standards and all code requirements. In case consultant feels that the Contractor's QA/QC Engineer(s) are incompetent or insufficient, the Contractor has to deploy other experienced Engineer(s) as per site requirement and to the full satisfaction of the consultant.

In case the Contractor fails to follow the instructions of the consultant with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of the consultant.

The Contractor shall adhere to the quality of work as per laid down Specification elsewhere in the Bidding Document.

25.0 HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT:

The Contractor, during entire duration of the Contract, shall adhere to HSE requirement as per spec. enclosed in the bidding document as Annexure-VI to SCC.

26.0 SITE CLEANING:

The Contractor shall clean and keep clean the work site from time to time to the satisfaction of the consultant/company for easy access to work site and to ensure safe passage, movement and working.

If the work involves dismantling of any existing structure in whole or part, care shall be taken to limit the dismantling up to the exact point and/or lines as directed by the consultant/company and any damage caused to the existing structure beyond the said line or point shall be repaired and restored to the original condition at the Contractor's cost and risks to the satisfaction of the consultant/company, whose decision shall be final and binding upon the Contractor.

The Contractor shall be the custodian of the dismantled materials till the company takes charge thereof.

The Contractor shall dispose off the unserviceable materials, debris etc. to any area as decided by the company.

The Contractor shall sort out, clear and stack the serviceable materials obtained from the dismantling/renewal at places as directed by the company.

No extra payment shall be paid on this account.

27.0 COMPLETION DOCUMENTS:

The following documents shall be submitted in hard binder by the Contractor/Sub-Contractor in 6 (Six) sets, as a part of completion documents. These will be in addition to those mentioned in General Conditions of the Contract.

- (i) Material Inspection/Test Report for supply of all materials, TPI release notes and dispatch release notes by consultant.
- (ii) As built drawings.

- (iii) Any other drawing/document/Manuals/report specified elsewhere in the bidding document.
- (iv) Commissioning manual
- (v) Operation and maintenance manuals
- (vi) No Demand Certificate from the Administration Department of OIL regarding vacation of land, housing accommodation if any, recovery of rents, hire charges, return of surplus materials, reconciliation statement for all the material issued etc.
- (vii) No Demand Certificate regarding surrendering of Gate Passes etc.

28.0 COORDINATION WITH OTHER AGENCIES:

Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the Contractor. Proper coordination with other agencies will be the Contractor's responsibility. In case of any dispute, the decision of company/consultant shall be final and binding on the Contractor.

29.0 TEST CERTIFICATES:

The Contractor shall be required to submit recent Test Certificates for the materials being used in works from the recognised laboratories. These certificates should indicate all properties of the materials as required in relevant IS Standards or International Standards.

30.0 ROYALTY:

The Contractor's quoted rate should include the royalty on different applicable items as per the prevailing Government rates. In case, the Company is able to obtain the exemption of Royalty from the State Government, the Contractor shall pass on the same to the Company for all the items involving Royalty. Any increase in prevailing rate of Royalty shall be borne by the Contractor at no extra cost to the Company. The Contractor should indicate the rate of Royalty considered in their offer.

31.0 EXCAVATION BY BLASTING:

The Contractor shall obtain licence from the District authorities for undertaking blasting work as well as for obtaining and storing the explosive as per Explosive Rules 1940, corrected up to date. He shall purchase the Explosives, fuses, detonators etc. only from a licensed dealer. He shall be responsible for the safe custody and proper accounting of the explosive materials. The company/consultant and his authorised representative shall have the access to check the Contractor's store of explosives and his accounts. In case where the explosive are required to be transported and stored at site, relevant clauses of the Explosive rules 1940 as amended subsequently shall

apply. The Contractor shall be responsible for any accident to workman, public or property, due to blasting operations

32.0 MINIMUM SITE FACILITIES FOR WORKMEN:

The following facilities are to be ensured at all work places where workmen are deployed/engaged by the Contractor.

Arrangement of first aid, clean drinking water, Toilets, Canteen (where tea & snacks are available) and a Creche where 10 or more women workmen are having children below the age of 6 years.

33.0 ADDITIONAL WORKS / EXTRA WORKS:

The Company reserves the right to execute any additional works/extra works, during the execution of work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the Contractor. In the event of such decisions taken by the Company the Contractor is required to extend necessary cooperation, and act as per the instructions of the company.

34.0 RESPONSIBILITY OF CONTRACTOR:

It shall be the responsibility of the Contractor to obtain the approval for any revision and/or modifications decided by the Contractor from the company/consultant before implementation. Also such revisions and/or modifications if accepted/ approved by the company/consultant shall be carried out at no extra cost to the Company. Any changes required during and/or after approval for detailed construction drawings due to functional requirements or for efficient running of system keeping the basic parameters unchanged and which has not been indicated by the Contractor in the data/drawings furnished along with the offer will be carried out by the Contractor at no extra cost to the Company.

All expenses towards mobilisation at site and de-mobilisation including bringing in equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.

It shall be entirely the Contractor's responsibility to provide, operate and maintain all necessary construction equipment, scaffoldings and safety gadgets, cranes and other lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all the jobs as per time schedules.

Preparing approaches and working areas for the movement and operation of the cranes, levelling the areas for assembly and erection shall also be the responsibility of the Contractor. The Contractor shall acquaint himself with access availability, facilities such as railway siding, local labour etc. to provide suitable allowances in his quotation. The Contractor may have to build temporary access roads to aid his own work, which shall also be taken care while quoting for the work.

The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the Contractor's responsibility and his rates for execution of work will be inclusive of supply of all these items.

35.0 SINGLE POINT RESPONSIBILITY:

The entire work as per Scope of Work covered under this contract shall be awarded on single point responsibility basis.

36.0 CHECKING OF LEVELS:

The Contractor shall be responsible for checking levels, orientation plan of all foundations, foundation bolts, etc., well in advance of taking up the actual erection work and bring to the notice of the company/consultant the discrepancies, if any. In case of minor variations in levels etc. the Contractor shall carry out the necessary rectifications to the foundations within his quoted price.

The Contractor shall also be responsible for checking with templates, wherever necessary, the disposition of foundation bolts with the corresponding bases of structure and shall effect rectifications, as directed, within his quoted rate.

37.0 CLEARANCE OF SITE ON COMPLETION:

Upon the issue of the taking-over certificate the Contractor shall clear away and remove from the part of the site to which such taking-over certificate relates all the Contractor's equipment, surplus materials, rubbish and temporary work of every kind and leave such part of the site and works clean and in a workmanlike condition to the satisfaction of the company. Provided that the Contractor shall be entitled to retain on site, until the end of the defects liability period, such materials, the Contractor's equipment and temporary works as are required by him for the purpose of fulfilling his obligations during the defects liability period.

38.0 COORDINATION WITH CONSULTANT:

The Contractor shall coordinate with the consultant, for his day-to-day

activities and provide free access and assistance during the inspections and other activities to be carried out by the consultant. The Contractor shall comply with the requirements of the consultant and obtain all the clearances from the consultant for his work.

39.0 DELAYS BY THE COMPANY OR ITS AUTHORISED AGENTS:

In case the Contractor's performance is delayed due to any act or omission on the part of the Company or its authorised agents, then the Contractor shall be given due extension of time for the completion of the work, to the extent such omission on the part of the Company has caused delay in the Contractor's performance of his work.

No adjustment in Contract Price shall be allowed for reasons of such delays and extensions granted except as provided in Tender Document, where the Company reserves the right to seek indulgence of the Contractor to maintain the agreed Time Schedule of Completion.

In such an event the Contractor shall be obliged for working by the Contractor's personnel for additional time beyond stipulated working hours as also Sundays and Holidays and achieve the completion date/interim targets.

40.0 FAILURE BY THE CONTRACTOR TO COMPLY WITH THE PROVISIONS OF THE CONTRACT:

40.1 If the Contractor refuses or fails to execute the work or any separate part thereof with such diligence as will ensure its completion within the time specified in the Contract or extension thereof or fails to perform any of his obligation under the Contract or in any manner commits a breach of any of the provisions of the Contract it shall be open to the Company at its option by written notice to the Contractor:

- a. To determine the Contract in which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Company on that behalf, whereupon the Contractor shall stop forthwith any of the Contractor's work then in progress, except such work as the Company may, in writing, require to be done to safeguard any property or work, or installations from damage, and the Company, for its part, may take over the work remaining unfinished by the Contractor and complete the same through a fresh contractor or by other means, at the risk and cost of the Contractor, and any of his sureties if any, shall be liable to the Company for any excess cost occasioned by such work having to be so taken over and completed by the Company over and above the cost at the rates specified in the schedule of quantities and rate/prices.
- b. Without determining the Contract to take over the work of the Contractor or any part thereof and complete the same through a

fresh contractor or by other means at the risk and cost of the Contractor. The Contractor and any of his sureties are liable to the Company for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/Rates, occasioned by such works having been taken over and completed by the Company.

- c. The whole or part of the Contract Performance Security furnished by the Contractor is liable to be forfeited without prejudice to the right of the Company to recover from the Contractor the excess cost referred to in the sub-clause aforesaid, the Company shall also have the right of taking possession and utilising in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the Contractor as may be necessary and the Contractor shall not be entitled for any compensation for use or damage to such materials, equipment and plant.
- d. The amount that may have become due to the Contractor on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of Contract or from the taking over of the work or part thereof by the Company as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the Contract, rest exclusively with the Contractor. This amount shall be subject to deduction of any amounts due from the Contractor to the Company under the terms of the Contract authorised or required to be reserved or retained by the Company.

40.2 Before determining the Contract as per Clause 40.1 provided in the judgement of the Company, the default or defaults committed by the Contractor is/are curable and can be cured by the Contractor if an opportunity given to him, then the Company may issue Notice in writing calling the Contractor to cure the default within such time specified in the Notice.

The Company shall also have the right to proceed or take action as per 40.1(a) or (b) above, in the event that the Contractor becomes bankrupt, insolvent, compounds with his creditors, assigns the Contract in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the Company to give any prior notice to the Contractor.

Termination of the Contract as provided for in sub- clause 41(a) above shall not prejudice or affect their rights of the Company which may have accrued upto the date of such termination.

41.0 COMPLETION OF WORK:

The Final Report of Completion of Work shall be issued by the

Company against the written application of the Contractor after completion of successful PGTR. The issue of Completion Certificate/Report shall be considered as the completion of all the obligations of the Contractor under the Contract.

42.0 GENERAL GUIDELINES DURING AND BEFORE ERECTION:

The Contractor shall be responsible for organising the lifting of the equipment in the proper sequence, that orderly progress of the work is ensured and access routes for erecting the other equipments are kept open.

Orientation of all foundation, elevations, lengths and disposition of anchor bolts and diameter of holes in the supports saddles shall be checked by the Contractor, well in advance. Minor rectifications including chipping of foundations as the case may be shall be carried out at no extra cost by the Contractor after obtaining prior approval of the company/consultant. The Contractor shall also be provided with the necessary structural drawings and piping layouts etc., wherever required for reference. During the structural member need to be dismantled, to facilitate the equipment erection, same shall be done by the Contractor after ensuring proper stability of main structure with prior permission of the company/consultant. All such dismantled members shall be put in position back after the completion of equipment erection to satisfaction of company/consultant.

During the performance of the work the Contractor at his own cost, shall keep structures, materials and equipment adequately braced by guys, struts or otherwise approved means which shall be supplied and installed by the Contractor as required till the installation work is satisfactorily completed. Such guys, shoring, bracing, strutting, planking supports etc. shall not interfere with the work of other agencies and shall not damage or cause distortion to other works executed by him or other agencies.

Manufacturer's recommendations and detailed specifications for the installation of the various equipment and machines will be passed on to the contractor to the extent available during the performance of work. The requirements stipulated in these clauses shall be fulfilled by the Contractor.

Various tolerances required as marked on the drawings and as per specifications and instructions of the company/consultant, shall be maintained. Verticality shall be maintained. Verticality shall be verified with the theodolite.

ERECTION OF EQUIPMENTS:

All the erection shall be carried out by Cranes of suitable capacity. Erection by derrick shall not be permissible. The Contractor shall

arrange the crane of suitable capacity required for erection and include cost for same in respective items without any liability on the part of the Company.

The Contractor shall submit the indicative erection scheme for equipment and shall undertake the erection only after obtaining approval of erection scheme by the company/consultant.

Grouting of equipment, anchor bolts, pockets and under base plates shall be carried out as per technical specifications.

43.0 DISTINCTION BETWEEN SUBSTRUCTURE AND SUPERSTRUCTURE:

To distinguish between work in substructure and superstructures, the following criteria shall apply:

For all equipment, pedestals, pipe racks, other foundations and RCC structures, work done upto 300 mm level above Highest Pavement Point/Finished Floor Level will be taken work in sub-structure and work above this level will be treated as work in superstructures.

For Buildings only, all works upto level corresponding to finished floor level (Ground Floor) shall be treated as work in “Substructure” and all works above the finished floor level shall be treated as “Work in Superstructure”.

Irrespective of what has been stated above, all pavements, RCC retaining wall, all pipe sleepers and any similar item would be taken as work done in substructure irrespective of locations nomenclature, and levels given anywhere. Where not specifically pointed out all works in sumps, drains manholes, tank pads, cable trenches or such similar items would be taken as work in substructure

44.0 UNDERGROUND AND OVERHEAD STRUCTURES:

The Company shall provide, to the best possible extent, details in respect of existing structures, overhead lines, existing pipelines and utilities existing at job site to the Contractor. The Contractor shall execute the work in such a manner that the said structures, utilities, pipelines etc. are not disturbed or damaged, and shall indemnify and keep indemnified the Company from and against any destruction thereof or damages thereto. Moreover, the Contractor shall prepare drawing showing all the above stated details accurately and submit to the company/consultant. No extra payment shall be made on this account. The prices quoted in SOR/SOP are deemed to be inclusive of the costs towards this activity as well.

45.0 EXECUTION OF ELECTRICAL WORKS:

The Contractor shall engage an approved electrical agency for execution of electrical works, holding valid electrical contractor licence. In case the Contractor himself executes electrical works then he shall arrange valid Electrical Contractor Licence before start of electrical works at site. Notwithstanding, the Contractor shall adhere to the entire safety standard as included in bidding document.

46.0 MAKE OF MATERIALS:

46.1 Structural Steel: Steel manufacturers having valid BIS certificate and listed in the BIS website as on date of procurement of steel shall be allowed for supply of steel (Structural steel and TMT bars) and the Contractor shall procure from them with prior intimation to company/consultant.

46.2 Test after receipt of TMT bars at Site: In addition to availability of valid BIS license and MTC, sample as specified under shall be drawn and tested in approved laboratory. The charges for such testing shall be borne by the Contractor.

- Under 10 mm bars, one sample for each 25 MT (or part thereof) for consignment below 100 MT and one sample for each 40 MT (or part thereof) for consignment above 100 MT shall be tested.
- For 10 mm to 16 mm bars, one sample for each 35 MT (or part thereof) for consignment below 100 MT and one sample for each 45 MT (or part thereof) for consignment above 100 MT shall be tested.
- Over 16 mm bars, one sample for each 45 MT (or part thereof) for consignment below 100 MT and one sample for each 50 MT (or part thereof) for consignment above 100 MT shall be tested.

46.3 Cement: Cement manufacturers having valid BIS certificate and listed in the BIS website as on date of procurement of cement shall be allowed for supply of cement and the Contractor shall procure cement from them with prior intimation to company/consultant.

46.4 Test after receipt of cement at site: Each batch of cement (week wise as mentioned on cement bags) supplied by the contractor after delivery at site shall be subjected to the tests and analysis required by the relevant Indian Standard Codes. The contractor shall carry out and bear the cost of all tests and analysis to ensure quality of cement before using in actual.

47.0 BUILDING AND OTHER CONSTRUCTION WORKER'S ACT:

In order to govern welfare and working conditions of labourers engaged in construction activities, the Building and Other

Construction Workers' (Regulation of Employment and Conditions of Service "RE&CS") Act, 1996 is applicable in respect of building and other construction work. Wherever applicable, The Contractor shall strictly comply with the following provisions pertaining to RE &CS Act, 1996.

- a. The Contractor must be registered with the concerned authorities under the Building and Other Construction Workers' (RE&CS) Act, 1996 or in case of non-registration; the Contractor should obtain registration within one month of the award of the Contract.
- b. The Contractor shall be responsible to comply with all provisions of the Building and Other Construction Workers' (RE&CS) Act, 1996, the Building and Other Construction Workers' Welfare Cess Act, 1996, the Building and Other Construction Workers' (RE&CS) Rules, 1998 and the Building and Other Construction Workers Welfare Cess Rules, 1998.
- c. Cess as per the prevailing rate, shall be deducted at source from bills of the Contractor by the Engineer-in-Charge of the Contract and remitted to the "Secretary, Building and Other Construction Workers Welfare Board" of the concerned State. The Contractor shall be responsible to submit final assessment return of the cess amount to the assessing officer after adjusting the cess deducted at source.

48.0 SURPLUS MATERIALS:

Surplus Civil Construction materials comprising sand, bricks, stones and aggregate and the products of dismantling temporary works erected by the Contractor shall vest in and belong to the Contractor upon completion of the works and/or earlier termination of the Contract for any cause, with right in the Contractor, subject to the other terms & conditions of the Contract, to remove the same from the job site subject to satisfactory proof of supply. No other surplus materials will be allowed to be taken out and deemed to be the property of the Company and the same shall be transported properly to the Company's store or as directed by the Company. Accordingly quoted prices shall be deemed to be inclusive of the same.

49.0 FABRICATION SHED :

The Contractor shall provide all weather fabrication sheds at site for all pre-fabrication of piping works and fabrication of structural steel work to the satisfaction of the Engineer-in-charge. The requirement of fabrication sheds shall be firmed up in consultation with the Engineer-In-Charge for numbers/ size of fabrication shed.

50.0 WAREHOUSING:

In line with requirements specified in Bidding Document, materials shall be properly stored by the Contractor in his warehouse to enable easy traceability, handling and preservation of all materials having proper identification marks, colour coding etc. In case the Contractor fails to follow the specified requirements, next payment due to the Contractor shall not be released till he complies with all the requirements.

51.0 LABOUR LICENCE:

Before starting of work, the Contractor shall obtain a licence from the concerned authorities under the Contract Labour (Abolition and Regulation) Act, 1970 and shall furnish copy of the same to the Company. The labour licence for the appropriate labours shall be valid for the total contractual period including extended period, if any.

52.0 LABOUR RELATIONS:

In case of labour unrest/labour dispute arising out of non-implementation of any law the responsibility shall solely lie with the Contractor and he shall remove/resolve the same satisfactorily at his cost and risk.

The Contractor shall deploy workmen with required skill set for carrying out various jobs as assigned by the Engineer-in-Charge from time to time. The workmen deployment by the Sub-Contractor shall also possess the necessary skill set and licence if required under any law, rules and regulations.

53.0 DEPLOYMENT OF LOCAL LABOUR:

The Contractor shall ensure that local labourers - skilled and/or unskilled, to the extent available shall be deployed in this work. In case of non-availability of suitable labourer in any category out of the above persons, labourers from outside may be deployed.

The Contractor shall not recruit workmen of any category from among those who are already deployed by other agencies working at site, but shall make maximum use of local labour available.

54.0 WARRANTY /GUARANTEE:

Goods, materials, package (s), system (s) etc., to be supplied under the scope of supply of the Contractor shall be new, of recent make, of the best quality & workmanship and shall be guaranteed for a period 18 months from the date of despatch/shipment or 12 months from the date of successful commissioning, whichever is later, against defects arising from faulty materials, workmanship or design. Defective goods/materials or parts notified by the Company shall be

replaced immediately by the Contractor on F.O.R. destination basis including payment of all taxes and duties at Seller's expense. This guarantee shall survive and hold good notwithstanding inspection, payment for and acceptance of the goods.

55.0 DEFECT LIABILITY PERIOD:

The Contractor shall guarantee the installation/work for a period of 12 months from the date of Completion of WORK as certified by OIL/consultant which is indicated in the Completion Certificate. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the Contractor at his own expense as deemed necessary by OIL/consultant.

If the Contractor feels that any variation in work or in quality of materials or proportions would be beneficial or necessary to fulfil the guarantees called for, he shall bring this to the notice of OIL / consultant in writing.

If during the period of liability any portion of the work/equipment, is found defective and is rectified/replaced, the period of liability for such equipment/ portion of work shall be operative from the date such rectification/ replacement are carried out and the Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of work/equipment only. Notwithstanding the above provisions the supplier's, guarantee/warranty for the replaced equipment shall also be passed on to the Company.

56.0 PAYMENT & INVOICING PROCEDURE:

The Company shall pay to the Contractor, during the term of the Contract, the amount due calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from the Company unless specifically provided for in this Contract. All payments will be made in accordance with the terms hereinafter described.

Payments due by the Company to the Contractor shall be made at the Contractor's designated bank account. All bank charges will be to their account.

Payment of any invoices shall not prejudice the right of the Company to question the validity of any charges therein, provided the Company within one year after the date of payment shall make and deliver to the Contractor written notice of objection to any item or items the validity of which the Company questions.

The Contractor will require to submit 2 (two) copies of all bills/invoices including the original within 7 (seven) days of the month in which the service is rendered or from the date of completion of specific job under the Contract. The Contractor should submit 2 (two) copies including original of the above bills/invoices to the User Department i.e. Production Project Department.

The Company on receipt of the following documents from the Contractor shall make payment of demobilization charges when applicable following receipt of invoice:

- a) Proof of re-export of all items (excepting consumables and spares consumed during the contract period) which were imported on the explicit understanding that they would be re-exported once the contract is over.
- b) No dues certificate from the District Transport Authorities.
- c) Any other documents are required by applicable Indian Laws.

The Company shall within 10 days of receipt of the invoice notify the Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion within 30 days subject to RBI's approval. This will not prejudice the Company's right to question the validity of the payment at a later date.

The acceptance by the Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of the Contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.

The Contractor shall maintain complete and correct records of all information on which the Contractor's invoices up to 2 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query / objection. Any audit conducted by the Company of the Contractor's records, as provided herein, shall be limited to the Company's verification (i) of the accuracy of all charges made by the Contractor to the Company and (ii) that the Contractor is otherwise in compliance with the terms and conditions of this Agreement.

57.0 NIL Customs Duty & Concessional GST Applicable for Import in ML/PEL Area

57.1 Consequent upon implementation of GST w.e.f. 01.07.2017, various Office Ordered/Circulars and clarifications thereof have been notified by Govt. of India regarding applicability of exemption /concession on the Customs Duty as well as on GST

for procurement of goods & services by OIL & ONGCL in connection with use in PEL/ML Areas for exploration purpose. The items eligible for NIL rates of Customs Duty and Concessional GST @5% are as applicable.

57.2 As per Sl. No. 404 of Customs Notification No. 50/2017-Cus dated 30.06.2017, the goods required for petroleum operation for eligible areas, as mentioned in list 33 of said notification, would attract 5% Customs Duty (BCD Nil & IGST @ 5%) subject to submission of EC to DGH.

57.3 For import of rigs/equipment/vessel/tool/spares, consumables and accessories for execution of contract for petroleum operations, the Company will issue Essentiality Certificate (EC) from Directorate General of Hydrocarbons, to enable the Contractor to import goods at concessional Customs Duty so as to provide the services under this Contract.

58.0 TAXES, DUTIES AND LEVIES:

58.1 GST :

58.1.1 Lumpsum prices in the Schedule of Rates/Prices shall be EXCLUSIVE of GST.

58.1.2 GST shall be reimbursed to the Contractor at actual against submission of Invoice issued in accordance with GST Rules.

58.1.3 GST rate shall be subject to Statutory Variation subsequent to submission of last price bid.

Concessional rate of GST on Indigenous supply of goods is not applicable in works contract.

58.2 E-way bill

Under GST regime, E-way bill would be required prior to movement of goods via a conveyance (i.e by road/ rail/ air/ ship) for each transaction.

59.0 Not Used

60.0 INCOME TAX & CORPORATE TAX:

The Contractor shall be exclusively responsible and liable to pay all income taxes on any payments arising out of the Contract, whether payable in India or in any other jurisdiction.

Withholding tax/tax deductible at source is applicable to all payments to be made to the Contractor. Withholding/deduction is required to be made at the rates specified in the Indian Income Tax Act as varied by the provisions of any applicable double taxation treaty between India and the country of citizenship of a foreign Contractor. The Indian Income Tax contains provisions permitting deduction of tax at a lesser rate if the Contractor is able to justify to the Income Tax Authorities such lesser rate of deduction. A deduction once made has to be deposited by the Company with the Income Tax Authorities in India and will not be adjustable by the Company. It is therefore in the interest of the Contractor that prior to release of any payment due to the Contractor under the Contract that the Contractor obtains, from the relevant Income Tax Authorities in India, a certificate specifying the rate of deduction/withholding of income tax at source, failing which, payment to the Contractor shall be made by the Company subject to the withholding/deduction at full rates aforesaid.

Corporate Tax liability, if any, shall be to the Contractor's account.

61.0 STATUTORY VARIATION:

At a later date during the Contractual Time Schedule, if there is variation in, GST applicable on materials brought for the purpose of permanent incorporation in the works/services, work performed by the Contractor or imposition of new levies, taxes and duties due to subsequent statutory legislation, then the financial implications to the extent of such variation shall be reimbursed to Contractor at actual subject to production of documentary evidence by the Contractor. In case of any reduction in the above taxes and duties, the Contractor shall pass on the benefits to the Company. In case of any statutory variation in taxes/duties and introduction of any new taxes, duties, levies beyond the Contractual Time Schedule, due to delays in completion of work for the reasons not attributable to Owner, shall be to the Contractor's account. The base date for the purpose of statutory variations shall be the data of submission of last price bid.

In the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or any change in the interpretation by any Court of India of any said Act or law, rules or regulations which becomes effective after the date of submission of Price Bid or revised price bid, if any, which results in increased cost of the Works under the Contract through increased liability of taxes (other than personnel taxes), duties, fees the Contractor shall be indemnified for any such increased cost which is directly attributable to such introduction of new legislation or change or amendment as mentioned above till

schedule completion date by the Company subject to production of documentary proof to, the satisfaction of the Company, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above and as specified in the contract

Similarly, if introduction of new legislation or any change or amendment or enforcement of any Act or Law, Rules or Regulations of Government of India or Public Body or any change in the interpretation by the Supreme Court of India of any said Act or Law, rules or regulations which becomes effective after the date of submission of Price Bid or revised price bid, if any, which results in decreased cost of works through reduced liability of taxes (other than personnel taxes), duties fees, the Contractor shall pass on the benefits of such reduced taxes, duties or fees to the Company to the extent, which is directly attributable to such introduction of new legislation or change or amendment as mentioned above and as specified in the contract.

Notwithstanding the provision contained in above paras, the Company shall not bear any liability in respect of:

- i. Personal taxes on the personnel deployed by Contractor, their sub-contractors/ and agents etc.
- ii. Corporate taxes in respect of contractors and all of their sub-contractors, agents etc.
- iii. GST in respect of the sub-contractors, agents etc.

ANNEXURES

ANNEXURE-A

**FORMAT FOR LINE OF CREDIT FROM SCHEDULED
COMMERCIAL BANK
CONFIRMATION FROM THE BANK FOR THE AVAILABILITY
OF UNUTILIZED
LINE OF CREDIT:**

We (Name of bank) having our registered office at

..... hereby confirm the company M/s (Bidder) having registered office at is having account with our bank. Presently the credit limits of the company are as under:

Item	INR
Sanctioned Line of Credit	
Utilized Line of Credit	
Balance Line of Credit	

We further confirm that we are scheduled commercial bank having Net Worth more than INR 100 Crore.

Authorized Signatory of Bank

ANNEXURE -B

DECLARATION BY BIDDER REGARDING CONCURRENT COMMITMENT

I/We ----- age----- son of-----
do hereby solemnly affirm and declare as follows for and on behalf of the Firm

LIST OF EXISTING COMMITMENT AND ONGOING WORKS

Sr. No.	Name of Works	Client Name & Address	Work Order Value (INR)	Work executed till date of submission of bid (INR)	Amount of balance work which may fall for execution during the period of 12 months from the date of expiry of the bid validity (INR)
1	2	3	4	5	6 (4-5)
	Balance commitments in 12 months from the date of expiry of the bid validity				(INR)
	It is certified that the above particulars furnished are true and correct. If any information given is found to be misleading at a later date' OIL will have the authority to take necessary action as per provision of the Contract and as per laid down procedure of the Company (OIL).				

SIGN AND STAMP OF BIDDER (AUTHORISED SIGNATORY HAVING POWER OF ATTORNEY)

Note: Accuracy level of balance commitments as per total of column 6 above should be within +/- 10%

ANNEXURE- I

TIME SCHEDULE

NAME OF WORK	TIME OF COMPLETION
CENTRAL BOUWSE UNLOADING STATION , DULIAJAN, ASSAM	20 Months from date of issue of LOA
BID DOCUMENT NO. CPI8376P19	

Note:

1. The Time of completion shall be reckoned from date of award of contract, which shall be the date of issue of Letter of Award (LOA).
2. The Time indicated is for completing all the works in all respects as per specifications, codes, drawings and instructions of Engineer-in-Charge.
3. It should be noted that the period of completion of all works given above includes time required for mobilisation at site, carrying out the works as per the requirements Contract Document, de-mobilisation, preparation of all reports in requisite quantities as mentioned in the Bidding document, rectifications, if any, rework etc. complete in all respects to the entire satisfaction of Engineer-in-Charge.
4. Any delay in completion shall be subject to Liquidated Damages as defined in the bidding document, which shall be applicable only for the period of Mechanical Completion as mentioned above.
5. All demurrage on account of non-readiness of contractor like non arrangement of requisite vehicles, all requisite permissions including the one from port authorities etc. shall be borne by the contractor

(SIGNATURE OF BIDDER)

ANNEXURE- II

PREAMBLE TO SCHEDULE OF RATES/PRICE **FOR EPC**

1. Bidder's quoted prices shall be strictly as per various FORMS included under Schedule of Prices. Bidder shall quote LUMPSUM PRICE for entire scope of work including Pre-Engineering Survey, Detailed design/ engineering based on Design Basis, Scope of work & Functional specification, Procurement, Manufacturing & Delivery, Fabrication and supply, site grading and leveling, Construction (Civil and Structural), Transportation, Erection / Installation, Piping, Hook-up to the systems, Painting, Instrumentation, Electrical works, Testing, Pre-commissioning and Commissioning after successful completion of one (1) month continuous Performance Guarantee Test Run (PGTR) of the total System and other works as indicated above and the quote shall be **inclusive of all tax excluding GST**. This LUMPSUM PRICE may also be referred as Engineering, Procurement, Construction & Commissioning Basis (EPC) and EPC shall include supply of mandatory spares.
2. The price quoted shall be lump sum price on turnkey basis. Unless the basic parameter changes or additional/ extra requirements are made, total payments to be made to the contractor shall be limited to lump sum price indicated, irrespective of the progressive payments made during execution based on the split up of price.

Obligation of the Contractor is not limited to the quantities that the Contractor may either indicate in the Schedule of Breakup of Lump sum Prices along with his bid or in further detailed break of lump sum prices furnished after award of work. Contractor shall carry out entire scope of work/supplies as detailed in various sections/volumes of the Bidding Document within the quoted EPC Price (Contract Price).
3. Lump sum prices quoted by the Bidder shall include cost of any other supplies/work(s) not specifically mentioned in the Bidding Document but necessary for the efficient, trouble free operation of the Plant and to make this package job complete.
4. Bidder to note that the Lump sum Price as stated in Schedule of Rates/Price (Form SOR/P) shall be considered and shall form the Total Price payable under the Contract as the **EPC Contract Price exclusive of GST**. The Spares for start-up/commissioning and mandatory spares required are in CONTRACTOR's scope and are included in their above quoted EPC Prices.

5. Bidder shall also furnish the Cost Break up of Schedule of Rates/Price as per Annexure- A **which will not be used for Price Evaluation purpose.**
6. Bidder shall indicate foreign currency component considered by them for overseas component.
7. Bidder shall ensure that Lump sum prices quoted include the complete scope of supply/work in totality as below and as per the scope of work mentioned in Vol II part A:

Sr. No-1 : Procurement, Fabrication and Supply including but not limited to –

- a) Procurement of all materials whatsoever required for the fabrication, supply of equipment along with associated piping, instrumentation. Structural platforms, ladders / stairs, support etc. within the specified battery limits and delivery of the complete system at site
- b) Procurement and supply of package systems
- c) Procurement and supply of Mandatory spares
- d) Fabrication of all items covered in Bid Package including Surface Preparation and Painting.
- e) Packing, Transportation and supply of all items to site.
- f) Inspection and expediting for procurement
- g) Supply of All special tools and tackles as required and recommended by bidder

Sr. No-2 : Engineering including but not limited to –

- a) Pre-Engineering Survey, Soil testing. Topographical survey & Report Generation
- b) HAZOP, SIL and QRA study
- c) Detailed engineering including preparation of PFD, plot plan, P&ID, hazardous area identification, equipment & piping layout diagram, stress analysis, mechanical design, piping design, civil engg. design, electrical & instrumentation engg. design, Engineering drawings for all items, based on Design Basis, Scope of work & Functional Specifications, Detailed fabrication drawings, MTO etc, for all Equipment/ Vessels and package systems.
- d) Provision of necessary supports for obtaining statutory approvals for individual equipment / instrument, if required.
- e) Submission of list of BOM (Bill of materials) in soft and hard form against all materials & equipment installed along with quantities, manufacturer details, technical specifications etc.
- f) Submission of Quality assurance, Quality Control, Quality Plan and Inspection plan.

g) Submission of HSE Plan

Sr. No-3, Construction (Erection/Installation) including but not limited to

- a) Unloading of all materials, storage at site in a safe place and in-situ transportation.
- b) Construction supervision and assistance in project management
- c) All site work including site grading and levelling, earth-filling, Erection of chain link fencing along with Entry/Exit gates around the plant area, Construction of Construction (Civil and Structural), Site welding, Erection / Installation, Piping, Hook-up to the systems, Painting, Instrumentation, Electrical works and Testing including third party inspection (TPI).
- d) Pre-commissioning, Commissioning, Performance Guarantee Test Run (PGTR) for continuous one month
- e) Operator training and technical support during test run

8. Title of material other than finished goods shall not be transferred by Contractor to OIL at the time of supply and brought to site and shall only be deemed to be transferred by Contractor upon final completion.

ANNEXURE- IIA

SCHEDULE OF RATES/ PRICES (SOR/P)

Sr. No.	Description	Unit	Total Quoted Price
			Amount in Indian Rupees
I. SUPPLIES			
(1)	Total Cost of Supplies / Material covering procurement, Fabrication and supply for the complete project on EPC basis for entire scope of Project as given in bidding document including inland freight, insurance and all other applicable taxes and duties but excluding GST	Lump sum	
II. SERVICES			
(2)	Total Cost for Engineering inclusive of all applicable Taxes, duties except GST	Lump sum	
(3)	Total Cost of Services for entire Work including Construction/fabrication, Erection, installation & Commissioning and Performance Guarantee Test Run (PGTR), inclusive of all applicable Taxes&duties except GST	Lump sum	
III AMC FOR 3 YRS			
(4)	COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AMC) CHARGES FOR 3 YEARS AS PER ANNEXURE- IIB		
TOTAL of Quoted Price (1+2+3+4):			

NOTE: Quoted Price shall be inclusive of all taxes and duties Except GST & Associated Cess, if any.

SCHEDULE OF PAYMENTS

Progressive Payments to Contractor shall be made for the activities as stated below to the extent of weightage mentioned against each on basis of EPC price (*quoted vide Sl. 4 of Form SOR/P*).

SL. No.	Description of Work	Wt %	Payment limited to
	PROJECT MANAGEMENT and ENGINEERING		5% of EPC Price
1	Submission and Approval of Project schedule, WBS breakup (Bar Chart with weighted percentage (breakup uptoLevel-2), communication matrix, responsibility matrix for the whole project), Project Organograms, all Quality and HSE documents.	10%	
2	Construction of Site office, storage yard, Fabrication yard etc and physical mobilization of equipment/Tools and tackles required for construction and ready to start site work to the entire satisfaction of EPMC/OIL.	10%	
3	Engineering- Submission of documents for approval (IFA), approval under category code-2.	30%	
4	Engineering- QRA, HAZOP study, SIL study etc. for New CBUS and close-out.	10%	
5	Engineering- Submission of AFC/IFC documents under category code-1.	20%	
6	Engineering- Submission of As-Built documents, Operation and Maintenance manual.	10%	
7	Engineering-Completion of all works in all respects and against issuance of completion certificate.	10%	

SL No	Description of Work	Wt %	Payment limited to
	PROCUREMENT (SUPPLIES)		45% of EPC Price
8	<p><u>Procurement:</u></p> <p>1.Placement of Purchase Orders (List of raw materials for major items/critical items, Package systems, Miscellaneous items and Bar chart with weighted percentage will be agreed after award of contract and receipt of BOM)</p> <p>2. Verification of materials by OIL/ EPMC or 3rd party and certification(List of raw materials for major items/critical items, Package systems, Miscellaneous items and Bar chart with weighted percentage will be agreed after award of contract and receipt of BOM)</p> <p>3. Ready for Delivery of items (List of raw materials for major items/critical items, Package systems, Miscellaneous items and Bar chart with weighted percentage will be agreed after award of contract and receipt of BOM) Against proof of shipment / dispatch of materials.</p>	50%	
9	Procurement-Delivery of items at site with relevant/document test certificate (List of raw materials for major items/critical items, Package systems, Miscellaneous items and Bar chart with weighted percentage will be agreed after award of contract and receipt of BOM) Against certification by OIL/EPMC	40%	
10	Procurement-Completion of erection/ construction activities (Hydro test and pre-commissioning) and total plant ready for commissioning	10%	

SL No	Description of Work	Wt %	Payment limited to
	CONSTRUCTION, INSTALLATION AND COMMISSIONING		45% of EPC Price
11	Construction- Fabrication of all items, NDT, Radiography, 3 rd party inspection, Hydro test, Surface Preparation and Painting as certified by EPMC/3 rd party on pro-rata basis as per the approved schedule of activities.	30%	
12	Construction- All site work including site grading and leveling, earth filling, Construction (Civil and Structural) and Site welding, Erection / Installation, Piping, Hook-up to the systems, Painting, Instrumentation, Electrical works and Testing as certified by EPMC/OIL on pro-rata basis as per the approved schedule of activities.	55%	
13	Construction- Systems hydro test and pre-commissioning as certified by EPMC/OIL on pro-rata basis as per the approved schedule of activities.	5%	
14	Successful Commissioning of CBUS	10%	
	PGTR		5% of EPC Price
15	PGTR- as certified by EPMC/OIL on pro-rata basis as per the approved schedule of activities.	60%	
16	PGTR-Successful Trail run of the CBUS	40%	

A) PAYMENT SUMMARY

- i. Payment shall be made for Sl. Nos. 1, 2, 4, 6 & 7 upon completion of these activities and acceptance by EPMC/OIL.
- ii. Monthly Payment shall be made for Sl. Nos. 3 & 5 on prorata basis depending upon progress of each event as per approved schedule of activities (Bar Chart as in Sl. No 1)
- iii. Monthly payment for Sl. Nos. 8 & 9 shall be made on the basis of physical progress of the work of each activity as per approved schedule of activities (Bar Chart).
- iv. Payment shall be made for Sl. No. 10 upon completion of this activity and acceptance by EPMC/OIL.
- v. Monthly payment for Sl. Nos. 11, 12, 13 shall be made on the basis of physical progress of the work of each activity as per approved schedule of activities (Bar Chart as in Sl. No 1).
- vi. Payment shall be made for Sl. Nos. 14 upon completion of these activities and acceptance by EPMC/OIL.
- vii. Payment for Sl. 15 shall be made on monthly instalment basis depending upon job progress as per approved schedule of activities (Bar Chart as in Sl. No 1).
- viii. Payment for Sl. No. 16 shall be after successful completion of 1 months of uninterrupted trouble free operation of the plant to the desired performance level & handing over of the WIP to OIL.

ANNEXURE-II A-1

BREAK UP OF SCHEDULE OF RATES/PRICES

Sr No.	Description	HSN/ SAC Code	Amount in INR
1	Engineering & Project Management		
2	Procurement		
2.1	Unloading Arms & Transfer pumps with commissioning spares or any other item needed to complete the project as per SOW.		
2.2	Screw Unloading Pumps along with all ancillary equipment to complete the SOW		
2.3	Not Used		
2.4	Screw Transfer Pumps, complete with all accessories, instrumentations and BOP or any other item needed to complete the project as per SOW.		
2.5	Fire Water Pumps & Accessories items or any other item needed to complete the project as per SOW		
2.6	Complete Tank Plates & Accessories items or any other item needed to complete the project as per SOW..		
2.7	Complete Pipes, Fittings , Valves, Piping ,Specialty items or any other item needed to complete the project as per SOW.		
2.8	Complete Electrical switchboards/panels, cables, cable trays, Battery/battery chargers, Illumination, Cabling, Grounding and Lightning protection etc. and any other items needed to complete the project as per SOW.		
3	Construction		

Sr No.	Description	HSN/ SAC Code	Amount in INR
3.1	Civil works for Foundations, Pipe Racks, Buildings, Drains, Roads , culverts , shed, etc. including but not limited to excavation, backfilling, shuttering, PCC, RCC, reinforcement steel, masonry works, plastering, painting and all other items /activity needed to complete the job as per SOW		
3.2	Structural Jobs including but not limited to fabrication, erection, alignment, welding, painting and all other items/activity needed to complete the job as per SOW.		
3.3	Equipment Erection including alignment and grouting painting and all other activity needed to complete the job as per SOW.		
3.4	Above and Underground complete Piping Works including but not limited to fabrication, erection, alignment, welding, testing, painting and all other activity needed to complete the job as per SOW.		
3.5	Complete Mechanical works erection, testing and all other activity needed to complete the job as per SOW.		
3.6	Complete Electrical works erection, testing and all other activity needed to complete the job as per SOW.		
3.7	Complete Instrumentation works erection, testing and all other activity needed to complete the job as per SOW.		
4	Commissioning including commissioning spares , first fill , oil & grease etc. or any other item/activity needed to complete the job as per SOW.		
5	PGTR of the plant as per SOW.		

Note: Bidder' s may indicate more cost breakup if necessary.

ANNEXURE-II A-2

BREAK UP PRICE OF MANDATORY SPARES

Sr No.	Description	HSN/ SAC Code	Amount in INR
1	Mandatory spare for Mechanical, piping & Valves		
2	Mandatory spare for Electrical		
3	Mandatory spare for Control & Instrumentation		

Note: Bidder' s may indicate more cost breakup if necessary.

ANNEXURE-II B

**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AMC)
CHARGES FOR 3 YEARS**

ITEM NO.	DESCRIPTION	TOTAL QUOTE (IN INR)
1	AMC charges for 1 st Year of DCS System, Safety PLC, Fire Protection PLC, Fire & Gas Detection System, Access Control System ,Plant Surveillance System & Weigh Bridge	
2	AMC charges for 2 nd Year of DCS System, Safety PLC, Fire Protection PLC, Fire & Gas Detection System, Access Control System ,Plant Surveillance System & Weigh Bridge	
3	AMC charges for 3 rd Year of DCS System, Safety PLC, Fire Protection PLC, Fire & Gas Detection System, Access Control System ,Plant Surveillance System & Weigh Bridge	
Total AMC charges for 3 years (1+2+3)		

Note:

1. AMC charges shall be inclusive of all Taxes & Duties except GST, which shall be payable extra against documentary evidence
2. EPC Contractor should have tie-up with respective OEMs to provide AMC services.
3. AMC should be comprehensive.
4. AMC consists of two Preventive maintenance in a year and Break Down maintenance as and when required basis.
5. Payment shall be made half yearly basis.

ANNEXURE-II C

INTEGRITY PACT

AS ATTACHED WITH THE BIDDING DOCUMENT.

ANNEXURE-III

APPROVAL OF CONSTRUCTION SUB-CONTRACTOR

- 1) NAME OF MAIN CONTRACTOR : _____
- 2) NAME OF WORK, LOCATION : _____
- 3) NAME OF PROPOSED
SUB-CONTRACTOR : _____
- 4) SCOPE OF WORK PROPOSED TO
BE SUB-CONTRACTED (BRIEF) : _____
- 5) ESTIMATED VALUE OF THE PROPOSED
WORK TO BE SUB-CONTRACTED (INR): _____
- 6) QUALIFYING CRITERIA FOR SUB-CONTRACTOR:
 - i) Similar Work experience in an Industrial Plant:
1 Contract of 80% of estimated value of
proposed work to be sub-contracted :
 - OR
 - ii) Similar Work experience in an Industrial Plant :
2 Contracts of 50% of estimated value of
proposed work to be sub-contracted
OR
 - iii) Similar Work experience in an Industrial Plant :
3 Contracts of 40% of estimated value of
proposed work to be sub-contracted
 - iv) Average Annual Turnover of last three years :
Not less than 30% of estimated value of
proposed work to be sub-contracted :
- 7) EXPERIENCE AND FINANCIAL DETAILS OF
PROPOSED SUB-CONTRACTOR:
 - i) Contract Value of similar works executed (as
evidenced by work Order & Completion Certificate):
During the last 7 (Seven) years

ii) Average Annual Turnover for last 3 (three) years :
(as evidenced by Balance Sheets)

:

8) CRITERIA FOR QUALIFICATION OF SUB-CONTRACTOR:

i) Sl.No. 7(i) ≥ 6 (i) or (ii) or (iii) YES / NO

ii) Sl.No. 7 (ii) ≥ 6 (iv) YES / NO

9) Based on above information, we M/s _____
(Name _____ of _____ CONTRACTOR) propose
M/s. _____ (Name of proposed sub-
contractor for specific portion of work) as our sub-contractor for the
above mentioned works. We understand that notwithstanding above
approval, we shall remain fully responsible for the performance of the
said sub-contractor and any failure of the sub-contractor shall not
absolve/relieve us of our responsibility to complete the works as per
the terms and conditions of the Contract.

NOTE:

CONTRACTOR to fill all the details in the above proforma. Further
CONTRACTOR shall also fill-in the details at Sl.No.5 above based on the
estimated value of the proposed work to be subcontracted.

(STAMP & SIGNATURE OF CONTRACTOR)

ANNEXURE-IV

QUALIFICATION & EXPERIENCE OF KEY SUPERVISORY PERSONNEL

1. Residence Construction Manager: Engineering graduate with 15 years experience or Diploma holder with 15 years experience as Site in-Charge of EPC construction job.
2. Domain Expert: Engineering Graduate in respective branch and having at least 5 years field experience.
3. HSE Officer: Graduate with 3 years experience in HSE job/Diploma in HSE having experience of minimum 5 years working as Safety Officer in engineering construction job.
4. QA/QC Manager: Engineering Graduate with 2 years experience on QA/QC job/Diploma in engineering with 5 years of QA/QC job.
5. Commissioning Engineer: Graduate/Diploma in respective engineering with minimum 5 years experience.

ANNEXURE-V

QUALITY ASSURANCE REQUIREMENTS

**For details, please refer to Volume-II, Technical, Part-A, GENERAL,
Section – A6.**

ANNEXURE-VI

HEALTH, SAFETY AND ENVIRONMENT (HSE) POLICY

**For details, please refer to Volume-II, Technical, Part-A, GENERAL,
Section – A13.**

SCHEDULES

SCHEDULE - I
PERFORMANCE GUARANTEE SCHEDULE

For detail requirement of Performance Guarantees, Tests and Penalties, please refer to Volume-II, Technical, Part-A, GENERAL, Section – A11.

The data to be furnished by the Bidder in this schedule shall be the “Guaranteed Performance” to be verified during Performance Guarantee test. Any variation from actual performance test data and guaranteed data will attract penalty and /or rejection of plant / equipment. This schedule will have only specific data – no note/ addendum / use of * / tolerance will be entertained.

i		
ii		
iii		
iv		
v		
vi		
vii		
viii		

SCHEDULE - II
MANPOWER SCHEDULE

For detail requirement of Site Services, please refer to Volume-II, Technical, Part-A, GENERAL, Section - A8.

Sl. No.	Manpower	Nos. (Permanent)	Nos. (Contractual)
A.	Design		
1.	Structural Engineer		
2.	Geotechnical Engineer		
3.	Architect		
4.	Designer (Draughtsman)		
B.	Construction		
1.	Construction Engineer (Civil)		
2.	Fabrication & Erection Engineer (Structural)		
3.	Quality Control Engineer (Civil)		
4.	Surveyor		
5.	Mason		
6.	Carpenter		
7.	Fitter		
8.	Welder		
9.	Bar Binder		
10.	Foreman		
11.	Scaffolder		
12.	Unskilled labor		

SCHEDULE - III

PLANT & MACHINERY SCHEDULE

For detail requirement of Site Services, please refer to Volume-II, Technical, Part-A, GENERAL, Section - A8.

Sl. No.	Plant and Machineries	Nos. (Own)	Nos. (Hired)
1.	Concrete mixer Machine		
2.	Mini Weigh batch Concrete mixing plant		
3.	Concrete Batching Plant		
4.	Ready mix concrete transporting Miller		
5.	Bitumen hot Mix plant		
6.	Paver		
7.	Road Roller (Static)		
8.	Road Roller (Vibrating)		
9.	Bitumen Tanker		
10.	Bitumen Melting machine		
11.	Concrete Vibrator		
12.	De-watering Pump		
13.	Concrete Pump		
14.	Drilled pile Rig (without tripod system)		
16.	Driven Pile Rig		
17.	Excavator		
18.	Mini Excavator, JCB		
19.	Road Dumper		
20.	Tractor Dumper		
21.	Trailer		
22.	DG Set		
23.	Welding Machine		
24.	Gas Cutting Set		
25.	Hydra		
26.	Crane 40T to 80T		
27.	Crane 80T to 150T		
28.	Crane 150T and above		
29.	Trimmie Pipe		
30.	Scaffolding Material		
31.	Tube well Boring Rig		

PROFORMAS

PROFORMA- A: NOT USED

PROFORMA- B

BID FORM

To

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

Sub: IFB No.

Gentlemen,

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

We undertake, if our Bid is accepted, to commence the work within (_____) days calculated from the date both parties have signed the Contract.

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

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2018.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

PROFORMA-C

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

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

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

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

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

PROFORMA-D
BID SECURITY FORM (BANK GUARANTEE)

To:

M/s. OIL INDIA LIMITED,
GM (Projects-C&P),
PROJECTS DEPARTMENT,
Duliajan, Assam, India, Pin - 786 602

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain oil field services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s **IFB No.** _____ KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this ____ day of ____ 2018.

THE CONDITIONS of these obligations are:

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

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including the date (**) and any demand in respect thereof should reach the Bank not later than the above date.

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

- * The Bidder should insert the amount of the guarantee in words and figures.
- ** Date of expiry of Bank Guarantee should be as specified in the tender document.

Note:

- a. Bank Guarantee issued by a Scheduled Bank in India at the request of some other non-scheduled Bank in India shall not be acceptable.
- b. The bank Guarantee issued by the Bank must be routed through SFMS Platform as per the following details:
 - (i) MT 760/MT 760 COV for issuance of Bank Guarantee
 - (ii) MT 760/MT 767 COV for amendment of Bank Guarantee

The above Message/Intimation shall be sent through SMFS by the BG issuing Bank Branch to Axis Bank, Duliajan Branch, and IFS Code – UTIB0001129. Branch Address: Axis Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District: Dibrugarh, PIN: 786602.

- d) Bidders are to submit the copy of SFMS Message as sent by the issuing Bank Branch along with the original Bank Guarantee.

PROFORMA – E

PERFORMANCE SECURITY FORM (BANK GUARANTEE)

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

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

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

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

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

This guarantee is valid until the date _____ (calculated 3 years plus three months years from the date of Commissioning)

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Place _____

Note:

- a. Bank Guarantee issued by a Scheduled Bank in India at the request of some other non-scheduled Bank in India shall not be acceptable.
- b. The bank Guarantee issued by the Bank must be routed through SFMS Platform as per the following details:
 - (i) MT 760/MT 760 COV for issuance of Bank Guarantee
 - (ii) MT 760/MT 767 COV for amendment of Bank Guarantee

The above Message/Intimation shall be sent through SMFS by the BG issuing Bank Branch to Axis Bank, Duliajan Branch, and IFS Code – UTIB0001129. Branch Address: Axis Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District: Dibrugarh, PIN: 786602.

- c. Bidders are to submit the copy of SFMS Message as sent by the issuing Bank Branch along with the original Bank Guarantee.

PROFORMA-F
AGREEMENT FORM

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

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

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

WHEREAS, Company accepted the bid submitted by the Contractor and had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB No. _____. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
 - (a) Section-I indicating the General Conditions of this Contract;
 - (b) Section-II indicating the Terms of Reference;
 - (c) Section-III indicating the Special Terms & Condition;
3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.
4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

for and on behalf of Contractor
(M/s. _____)

Name:
Status:
In presence of

Name:
Status:
In presence of

1.

1.

2.

2.

PROFORMA-G

PROFORMA OF LETTER OF AUTHORITY

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

Sir,

Sub: OIL's IFB No. -----

We _____ confirm that Mr. _____ (Name and address) as authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. _____ for Supply, Installation & Commissioning of Central Bowser Unloading Station at Duliajan, Assam.

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

PROFORMA-H

AUTHORISATION FOR ATTENDING BID OPENING

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

Date: _____

Sir,

Sub : OIL's IFB No. -----

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

PROFORMA-I

INFORMATION ABOUT BIDDER

BIDDER'S GENERAL INFORMATION

To,
OIL INDIA LTD.

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Address of Registered Office: _____

City _____ District _____

State _____ PIN/ZIP _____

1-4 Operation Address
if different from above: _____

City _____ District _____

State _____ PIN/ZIP _____

1-5 Telephone Number: _____

(Country Code) (Area Code) (Telephone Number)

1-6 E-mail address: _____

1-7 Website: _____

1-8 Fax Number: _____
(Country Code) (Area Code) (Telephone Number)

1-9 ISO Certification, if any {If yes, please furnish details}

1-10 Banker's Name : _____

1-11 Branch : _____

1-12 Branch Code : _____

1-13 Bank account number : _____

1-14 GST Registration number : _____

1-15 GST Range. : _____

1-16 GST Division: _____

1-17 PAN/ Tax identification No. _____

DETAILS OF SPECIFIC EXPERIENCE & ANNUAL TURNOVER

S.No.	Description	Details
-------	-------------	---------

- | SL. NO. | SUBJECT | DETAILS | |
|---------|-------------------------------|--|--|
| 2A. | Name of Work | | |
| 2B. | Details of Client/ Consultant | CLIENT | CONSULTANT |
| 2B1 | Name | | |
| 2B2 | Postal Address | | |
| 2B3 | Phone, Fax, e-mail | Phone_____
Fax _____
e-mail_____ | Phone_____
Fax _____
e-mail_____ |
| 2C. | Work Details | | |

SL. NO.	SUBJECT	DETAILS
2C1	Basis of Execution	
2C2	Contract Value (exclusive of taxes)	Awarded - Executed -
2C3	Time Schedule	Date of Award of Work - Time Schedule - Schedule Date of Completion - Actual Date of Completion - Reasons for delay, if any -

3. **Submission of Documentary Evidence:**

- | | | |
|-----|--------------------------------|--------------------------|
| i) | Copy of Work Order | Submitted/ Not Submitted |
| ii) | Copy of Completion Certificate | Submitted/ Not Submitted |

Bidder must ensure that all details filled at Sr. No.3 above are covered in work order/ completion certificate. In case certain detailed are not covered, bidder may submit additional authenticated document/ certificate in respect of the same.

4. **Annual turnover for the last three financial years:**

- i) Year 1 :
ii) Year 2 :
iii) Year 3 :

5. **Submission of Documentary Proof:**

- (i) Audited Balance Sheet including

Profit Loss Accounts Statement
for the last three years of the
Bidder

Yes/No

NOTE:

- i) Bidder shall furnish the experience details as above only of those projects which they consider suitable for meeting the Qualification Criteria. OIL reserves the right not to evaluate any other project details. Details of more projects may be furnished in the same format, if desired.
- ii) Bidder to note that non-submission of relevant supporting documents may lead to rejection of their bid. It shall be ensured that all relevant supporting documents are submitted along with their bid in the first instance itself. Evaluation may be completed based on the details so furnished without seeking any subsequent additional information.

SIGNATURE OF THE BIDDER : _____

NAME OF THE BIDDER : _____

COMPANY SEAL : _____

SUB-PROFORMA J2

ANNUAL TURNOVER STATEMENT

The bidder shall indicate herein his Annual Turnover during preceding 3 years based on the audited balance sheet/profit & loss account statement.

FINANCIAL YEAR	ANNUAL TURNOVER (RS.)
Year 1	
Year 2	
Year 3	

NOTE:

1. Copies of audited balance sheets with Profit & Loss account statement for last 3 years are enclosed along with the bid.
2. A brief note should be appended describing thereby details of turnover as per audited results..
3. In case of tenders having the bid closing date up to 30th September of the relevant financial year and audited financial results of immediate 3 preceding financial year being not available, the bidder has an option to submit the audited financial results of three years immediately prior to relevant financial year. Wherever, the bid closing date is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediate preceding three financial years. However, the bidder has to submit an affidavit/ undertaking certifying that the “the balance sheet/ Financial Statements of the preceding financial year has actually not been audited so far”.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

SUB PROFORMA-J3

FORMAT FOR CHARTERED ACCOUNTANT / STATUTORY AUDITOR CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

We have verified the Annual Accounts and other relevant records of M/s..... (Name of the bidder) and certify the following

A. ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :

Description	Year ____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital	
4. Net Worth	
5.RETURN ON EQUITY (ROE)	

Name of Audit Firm: [Signature of Authorized Signatory]

Chartered Accountant Name:

Date: Designation:

Seal:

Membership no:

Instructions:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non responsive.

This certificate is to be submitted on the letter head of Chartered Accountant.

PROFORMA-K

DETAILS OF SIMILAR WORK COMPLETED DURING LAST 7 YEARS

Similar works means construction of Central Bowser Unloading Station or Oil Collecting Station (OCS) or Group Gathering Station (GGS) or Tank farms with ancillary facility or Crude Oil Refinery or Petrochemical processing Plants or Natural Gas Processing Plants or Gas Compressor Station (GCS) in Oil & Gas sector (except pipeline job) in EPC/LSTK mode implementing Engineering, Procurement, Construction and Commissioning activity. The activities in the said job include civil engineering, piping & mechanical engineering, equipment engineering, electrical & instrumentation engineering, Quality Assurance & Quality Control, transportation and insurance and HSE as sub-activities performed under the project.

PROFORMA-L

DETAILS OF EXECUTION PHILOSOPHY OF WORK

The execution of the project shall be carried out in turnkey basis includes Engineering, Procurement, Fabrication/construction of CBUS packages and transportation of packages to site. OIL/ Consultant will receive the package at site (in presence of CBUS package supplier representative).

OIL will provide the plot of land with boundary wall. The LSTK Contractor/Contractor shall start the activities from earth filling, levelling & grading, equipment design, procurement & erection/construction, testing and commissioning for mechanical & piping, electrical and instrumentation works.

Necessary documentation for installation of CBUS packages shall be provided by LSTK contractor. The Pre-commissioning, Commissioning & trial runs shall be done jointly by LSTK contractor, OIL appointed consultant and OIL's Engineer-in charge. Further LSTK contractor has to guarantee Performance Guarantee Test Runs (PGTR) of package he is supplying. The contractor shall submit commissioning plans which shall state recommended check-outs and commissioning activities. The procedures for Commissioning & trial runs shall be prepared in-line with Original Equipment Manufacturer (OEM)'s recommendation. The contractor shall provide adequate supervision and OEM specialists at all times during the Commissioning and trial runs.

OIL shall engage consultancy service for review/evaluation of engineering drawing/documents, generated by the contractor. The consultant shall be available up to successful commissioning and handing over of the project.

The detail technical specification and details for constructing/fabricating CBUS package is enclosed in the Vol-II of the tender document.

PROFORMA-M

PROJECT SCHEDULE FOR COMPLETION OF MAJOR ACTIVITIES IN THE FORM OF BAR CHART

The scheduled timeframe for the project is 20 (Twenty) months from the date of issue of LOA.

The EPC contractor shall provide a detailed schedule (prepared in MS projects highlighting major activities involved from engineering till delivery, commissioning and PGTR at site.

PROFORMA-N

DETAILS REGARDING ESI & PF AS PER FORM-F Registration (as applicable)

DETAILS OF P.F. & ESI REGISTRATION

Bidder to furnish details of Provident Fund Registration and ESI Number:

PF REGISTRATION NO. :

DISTRICT & STATE :

ESI NO. :

We hereby confirm that the above PF Account is under operation presently and shall be used for all PF related activities for the labour engaged by us in the present work (if awarded to us).

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

PROFORMA-O

REPLY TO COMMERCIAL QUESTIONNAIRE

Sr. No.	Commercial Query	Bidder's Reply / Confirmation
1	Please confirm that Main Index Document along with Amendment, if any, duly signed and stamped on each page has been submitted along with the Bid.	
2	Confirm that all pages of the Bid have been numbered in sequential manner	
3	Confirm that Bid has been submitted to OIL's E- Procurement website as specified in Instructions to Bidders.	
4	Confirm that you have studied complete Bidding document including technical and commercial part and your Bid is in accordance with the requirements of the Bidding documents.	
5	Confirm that the price part does not include any terms and conditions. In case any terms and conditions are mentioned in the price part, the same shall be treated as null and void.	
6	Confirm your compliance to total scope of work mentioned in the Bidding document.	
7	Confirm your acceptance for "SCOPE OF SUPPLY" mentioned in the Bidding Document. Please note that scope of supply mentioned in the Bidding document is not limitative and except for the material specifically identified as that to be issued by OIL, LSTK CONTRACTOR's scope shall include supply of all materials required for completion of Work irrespective of whether such materials are mentioned in the Bidding document or not.	
8	Confirm your acceptance for time schedule as per bidding document.	

Sr. No.	Commercial Query	Bidder's Reply / Confirmation
9	Confirm that your Bid is substantially responsive to the requirements of the Bidding document, and you have not stipulated any material deviation and submitted all details as specified in the Bidding document.	
10	<p>Confirm that while proposing the list of construction equipment, the following equipment are included :</p> <ul style="list-style-type: none"> • Cranes of adequate capacity. • DG Sets • Compressors • Spray Painting Machines • Test Pumps • Adequate Nos. of welding machines • All relevant civil construction equipment. • All Electrical equipment. • All Instrumentation equipment. • Dewatering Pumps • Any Other 	
11	Confirm that proposed adequate project / site organization with qualified supervisory personnel having sufficient experience shall be engaged.	
12	Confirm that all costs resulting from safe execution of work, such as safety induction, use of protective clothing, safety glasses and helmet etc. have been considered, including any special safety measures required to be taken during monsoon, or any other safety measures to be undertaken by the LSTK CONTRACTOR for the execution of Work are included in the quoted price.	

Sr. No.	Commercial Query	Bidder's Reply / Confirmation
13	Please confirm that all safety rules & regulations as mentioned in Bidding Document shall be adhered by LSTK CONTRACTOR within quoted price.	
14	<p>Confirm that the following safety precautions shall be followed by LSTK CONTRACTOR as mandatory:</p> <ul style="list-style-type: none"> • Use of safety goggles while grinding • Use of helmet / safety shoes. • Crane movement area to be barricaded. • Cylinders of flammable gases to be stacked upright. • Earthing of equipment to be made proper. • Toe boards to be provided in scaffolding platforms. • Excavations to be properly shored / slopped. • Safety net for construction • Plant gas detectors as per NFPA. • Barricading with sprinkler system. • Enabling works within battery limit. • Testing of fuel, water quality, soil testing. 	
15	<p>Confirm the following :</p> <p>“The planning schedule, S-curves, manpower estimates, construction equipment deployment schedule etc; submitted by the bidder with his bid, are indicative and shall not be basis for extra compensation in case actual needs are higher.</p> <p>Detailed planning schedule developed by LSTK CONTRACTOR after Contract award may be subject to fluctuations depending upon actual progress of the project and available work front.</p> <p>Co-ordination and making available by LSTK CONTRACTOR of all staff, manpower, construction equipment, tools, cranes, etc. and materials as required for a timely completion of all</p>	

Sr. No.	Commercial Query	Bidder's Reply / Confirmation
	<p>Work as per OIL/OWNER's construction and priority schedule and in accordance with the available Work front are to be included in the pricing"</p> <p>Notwithstanding the above provision, the bidder shall submit these details in accordance with the volume of work which may be reviewed and commented by us during pre award stage / post award stage.</p>	
16	Please furnish the biodata of key personnel including nominated Project Director, Project Manager, Engineering Manager, Engineering Co-ordinator, Purchase Manager, QA/QC Manager, Commissioning Manager, Commissioning Engineer, etc. These will be reviewed and approved by Consultant.	
17	Please confirm that all chemicals, consumables etc. required for initial charge as per provision of Bidding document shall be supplied by the LSTK CONTRACTOR.	
18	Please confirm that your sub-contractor for construction shall be meeting the requirements as specified in Special Conditions of Contract including the provision of GCC. Also that the agency for executing electrical work shall have a valid license for carrying out the work in the state of Assam.	
19	Please confirm, you shall submit Completion Documents.	
20	Please confirm that your bid is valid for 120 days from the date of closing of bid.	
21	Whether the Bidder has quoted after taking into account various incentives and concessions granted to them for supplies to OIL, like facility to import raw material and components on concessional rate of customs duty, Input Tax Credit, etc. ?	

STAMP AND SIGNATURE OF BIDDER

PROFORMA-P

**INCOME TAX, PAN NUMBER, PF REGISTRATION NUMBER, ESIC REGISTRATION NO.,
GST REGISTRATION NOS. INCLUDING COPIES OF REGISTRATION CERTIFICATES**

TO BE PROVIDED BY THE BIDDER

PROFORMA-Q

CHECKLIST FOR SUBMISSION OF BID

BIDDER'S NAME: M/s. -----

RFQ No.:-----

Bidder's Offer Ref. No. :-----dated -----

Contact Person :-----E-Mail :-----Mobile No:-----

Tel No. : ----- Fax No. :-----

PLEASE SIGN AND STAMP EACH PAGE OF THIS DOCUMENT.

SL. NO .	DESCRIPTION	BIDDER'S CONFIRMATION
1.	DESPACH POINT	
2.	GSTIN NO. OF DESPATCH POINT	
3.	SPECIFY INVOICING PLACE	
4.	GSTIN NO. OF INVOICING PLACE	1.
		2.
		3.
5.	HSN CODE OF GOODS	

SL. NO.	DESCRIPTION	BIDDER'S CONFIRMATION
	GST APPLICABLE ON QUOTED FOT DESPATCH POINT	1. CGST %
	PRICES	2. SGST/UGST %
	CGST PLUS SGST/UGST () / IGST() (√) WHICHEVER IS APPLICABLE	3. IGST %
7.	FREIGHT CHARGES (EXCLUDING GST) BY ROAD EXTRA UPTO SITE	AS PER PRICE BID
8.	RATE OF GST ON FREIGHT	@_%
	SAC CODE FOR	
	1. SITE SUPERVISION	1.
9.	2. SITE WORK	2.
	3. TRAINING	3.
	4. HAZOP	4.
	5. AMC	5.
10.	Corporate Identification No. (CIN)	
11.	Whether bidder is covered under composition scheme of GST laws [In case bidder does not specify Yes/No, it will treated that	1. Yes 2. No

SL. NO.	DESCRIPTION	BIDDER'S CONFIRMATION
	bidder is not covered under composition scheme of GST Laws]	
13.	a) CIF VALUE OF IMPORT CONTENT INCLUDED IN QUOTED PRICE	AS PER PRICE BID
	b) RATE OF CUSTOMS DUTY CONSIDERED	MERIT RATE
14.	DELIVERY PERIOD/COMPLETION PERIOD AS PER RFQ COVERING LETTER	CONFIRMED
15.	VALIDITY OF THE OFFER AS PER RFQ COVERING LETTER	CONFIRMED
16.	PAYMENT TERMS AS PER RFQ COVERING LETTER	CONFIRMED

PROFORMA-Q

CHECKLIST FOR SUBMISSION OF BID

Bidder is requested to fill this check list and ensure that all details/documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped checklist **with each copy of the “Techno-Commercial bid”**.

Please tick the box and ensure compliance:

(1.0) Pro-Forma of Acknowledgement Letter & Intention to Bid

Submitted

☐

(2.0) Pro-Forma of Declaration of blacklisting / holiday listing

Submitted

☐

(3.0) Power of Attorney in favour of the person who has signed the bid on stamp paper of Appropriate value

Submitted

☐

Not Applicable

☐

(4.0) Submission of documents to establish conformity with Bidder's Qualification Criteria as per Instruction to bidder (ITB)

Submitted

☐

Not Applicable

☐

(5.0) Partnership Deed in case of partnership firm and Article of Association (AOA) / Memorandum of Association (MOA) in case of limited company

Submitted

☐

Not Applicable

☐

(6.0) Present/ Concurrent Commitments as per ITB

Submitted

☐

(7.0) Schedule of Deviations to General & Commercial conditions as per ITB

Submitted

☐

(8.0) Schedule of Deviations to technical specifications as per ITB

Submitted

☐

(09.0) Overall schedule for completion of work in the form of Bar Chart

Submitted

☐

(10.0) Commercial Details/ Documents specified in Volume –I : Commercial

Submitted

☐

Not Applicable

☐

(11.0) Technical Details/ Documents specified in Volume – II : Technical

Submitted

☐

Not Applicable

☐

(12.0) Blank copy (without price) of schedule of Price indicating “Quoted” duly signed and stamped on each page

Submitted

☐

(13.0) Schedule Bar chart, proposed site organization chart

Submitted

☐

(14.0) PAN Details EPF, ESI, , GST certificate, Schedule Bar chart, proposed site organization chart, income tax clearance certificate, solvency certificate

Submitted

☐

(15.0) Applicable registration certificates for claiming benefit under MSME policy:

Submitted

☐

Not Applicable

☐

(16.0) Financial balance sheet, profit and loss account, Assets / Liability sheet as per ITB

Submitted

☐

Not Applicable

☐

(17.0) Complete tender document duly signed and stamped by the Bidder in token of having received and read all the parts of the Bidding documents and having accepted and considered the same in preparing and submitting the Bid and submission of an undertaking that no pages have been altered / changed with respect to the tender documents and all subsequent amendments.

Submitted

☐

(18.0) Earnest Money Deposit (EMD) as per ITB section

Submitted

☐

Not Applicable

☐

(19.0) Integrity pact duly signed and stamped

Submitted

☐

(20.0) Quality manual, sample audit report as per QMS section and safety assurance plan

Submitted

☐

(21.0) Information about Tenderer and details of similar work done

Submitted

☐

(22.0) Details of tool, tackles & equipment available with tenderer for use in this work

Submitted

☐

(23.0) Manpower estimation for job, deployment chart with bio-data / Experience / qualification of all supervisory staff

Submitted

☐

(24.0) Certificate of approval for compliance to ISO:9001 standard submitted by contractor

Submitted

☐

(25.0) Performance Guarantee Schedule (Schedule-I)

Submitted

☐

CONFIRM THE FOLLOWING:

(1.0) All pages of the bid have been page numbered in sequential manner.

YES

☐

(2.0) Bidding Document marked “ORIGINAL” along with Original offer, Compliance Letter for Addendum/ Amendment, if any, has been submitted duly signed and stamped on each page.

YES

☐

(3.0) Declaration By Bidder Regarding Directors Of The Company

YES

☐

CONFIRM & ENSURE COMPLIANCE:

DESCRIPTION	YES / NO
Cover Envelope containing submission of Physical documents	
a. Original Bid Security b. Printed catalogue and Literature, if any c. Power of Attorney for signing the bid. d. Any other document required to be submitted in original as per tender.	

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

PROFORMA-R: NOT USED

PROFORMA-S

UNDERTAKING BY BIDDER FOR AMC

We hereby confirm that we will be carry out the AMC of the following system with the help of OEMs of respective system. We also confirm that all the selected OEM shall support for minimum 5 years after commissioning of the plant.

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

(Undertaking required for DCS System, Safety PLC, Fire Protection PLC, Fire & Gas Detection System, Access Control System, Plant Surveillance System & Weigh Bridge)

PROFORMA-T

FORMAT OF UNDERTAKING BY BIDDERS TOWARDS SUBMISSION OF AUTHENTIC INFORMATION/DOCUMENTS

(To be typed on the letter head of the bidder)

Ref. No. _____ Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. _____ Dated _____

To,
GM(Projects- C&P)
Projects Department
OIL, Duliajan
Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

PROFORMA-U

INFORMATION ABOUT ANY CURRENT LITIGATION / ARBITRATION, IF ANY, IN WHICH BIDDER IS INVOLVED OR DETAILS REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

(On your company's letter head duly signed & stamped)

The litigation history shall include:

Sl. No.	DESCRIPTION	DETAILS
a.	Arbitration cases pending	
b.	Disputed incomplete works	
c.	Pending civil cases against the firm and/or its Proprietor / Partner(s) / Director(s) involving moral turpitude in relation to business dealings	
d.	Pending criminal cases against the firm and / or its Proprietor / Partner(s) / Director(s) involving moral turpitude in relation to business dealings. (v) Punishments awarded under civil cases and/or criminal cases involving moral turpitude in relation to business dealings to the firm and/or its Proprietor/ Partner(s)/ Director(s)	

STAMP AND SIGNATURE OF BIDDER

END OF VOLUME-I