

 ऑयल इंडिया लिमिटेड Oil India Limited	MODULAR PACKAGE CONTRACT (MPC-4) Engineering, Procurement, Fabrication and Supply of Modular Instrument Air Package for OCS, Nadua and GGS, East Khagorijan IFB No. CPI1622P20	
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FORWARDING LETTER

M/s.

Sub: IFB No. CPI1622P20 for Engineering, Fabrication and Supply of Modular Packages Contract (MPC) for OCS, Nadua and GGS, East Khagorijan in Dibrugarh, Assam

Dear Sirs,

1. OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, [here in after referred also 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 nearest Airport being at Dibrugarh, 45 km away.
2. OIL INDIA LIMITED proposes to construct an Oil Collecting Station (OCS) at Nadua and a Group Gathering Station (GGS) at East Khagorijan in upper Assam. The installations are to be constructed on Modular basis with standard sizes of modules as per Design Basis, Scope of Work and Functional specifications.
3. In this connection, OIL invites National Competitive Bids (NCB) from competent and experienced Bidders through OIL’s e-procurement site for Engineering, Procurement, Fabrication and Supply of Modular Air Packages for OCS, Nadua and GGS East Khagorijan in Dibrugarh district, Assam. One complete set of Bid Document covering OIL's IFB for Engineering, Procurement, Fabrication and Supply of Modular Air Packages for OCS, Nadua and GGS East Khagorijan is uploaded in OIL’s e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

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1.	IFB No./E-Tender No.	:	CPI1622P20
2.	Type of Bidding	:	National Competitive Bidding (NCB) under Single Stage 2-Bid System
3.	Last day for online registration in OIL's e-tender portal (for new vendors)	:	25/06/2019
4.	Last day for clarification regarding eligibility for Bid Security/ EMD exemption/waiver (for MSE vendors)	:	25/06/2019
5.	Bid Closing Date &Time	:	02/07/2019 at 11:00 Hrs. (IST)
6.	Technical Bid Opening Date & Time	:	02/07/2019 at 14.00 Hours (IST)
7.	Priced Bid Opening Date & Time	:	To be intimated to the Technically & Commercially acceptable bidders at a later date.
8.	Bid Submission Mode	:	E-tendering through OIL's e- tender Portal.
9.	Bid Opening Place	:	<u>Office of ED-Projects</u> <u>Projects Department,</u> <u>Oil India Limited, Duliajan -786602,</u> <u>Assam, India.</u>
10.	Bid Validity	:	120 days from the Bid Closing date
11.	Completion Period	:	Seven Months (7) from the Date of Letter of Award (LOA).
12.	Bid Security Value	:	INR 12,25,000.00
13.	Bid Security Validity	:	150 days from the Bid Closing date
14.	Original Bid Security to be submitted	:	GM(Projects-C&P), PROJECTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
15.	Original authenticated documents to be submitted by bidder towards meeting the Bid Qualifying Criteria	:	GM(Projects-C&P), PROJECTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
16.	Amount of Performance Security	:	For Successful Completion & covering the Defect Liability Period: 10% of the total annualized Contract Value.
17.	Validity of Performance Security	:	Up to 3 months from date of completion of Contract

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18.	Duration of the Contract	:	Seven Months (7) from the Date of Letter of Award (LOA).
19.	Quantum of Liquidated Damage for Default in Timely completion	:	Refer to Clause No. 54.0 of Part-I, Introduction to Bidders and General Terms and Conditions
20.	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Un-priced Bid.
21.	Bids to be addressed to	:	GM(Projects-C&P), PROJECTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
22.	Date of receipt of Queries	:	25/06/2019/16/201830 Hrs. (IST) 15.30 Hrs. (IST)

4. INTEGRITY PACT:

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

5. 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 Organization's Name and Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.
- 5.2 Digital 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

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bidder to keep their DSC certificate properly.

In case of loss of the certificate, Oil India Limited (OIL) 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.
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/capacity and category of registration provided that certificate issued by the relevant agency is valid (wherever validity is specified in the certificate) on the date of Bid Closing Date.

7. CONSULTANT

OIL has appointed M/s. Kavin Engineering and Services Private Limited, Coimbatore (KAVIN) as their EPCM 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: satish.madhavan@kavinengg.com

8. QUERIES/CLARIFICATIONS ON THE TENDER

The prospective bidders shall submit their queries/clarifications against the tender through **e-mail** addressed to satish.madhavan@kavinengg.com with a copy to Oil India Limited, Duliajan, Assam-786602 (shantanukr_gogoi@oilindia.in) on or before 24.06.2019 (15.30 Hrs. IST).

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9. IMPORTANT NOTES

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

- i) **BIDDERS ON HOLIDAY LIST:** The bidders who are on Holiday 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.
- ii) **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 list as per the Banning Policy (available in OIL's website) of Company.
- iii) **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.
- iv) **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.
- 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) (Server Time) at the Office of the ED-Projects, Duliajan in presence of the authorized representatives of the bidders.
- vii) The authenticity of digital signature shall be verified through authorized CA after bid opening. The digital signature used for signing the bid shall be of "Class -3" with Organizations name, failing which 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

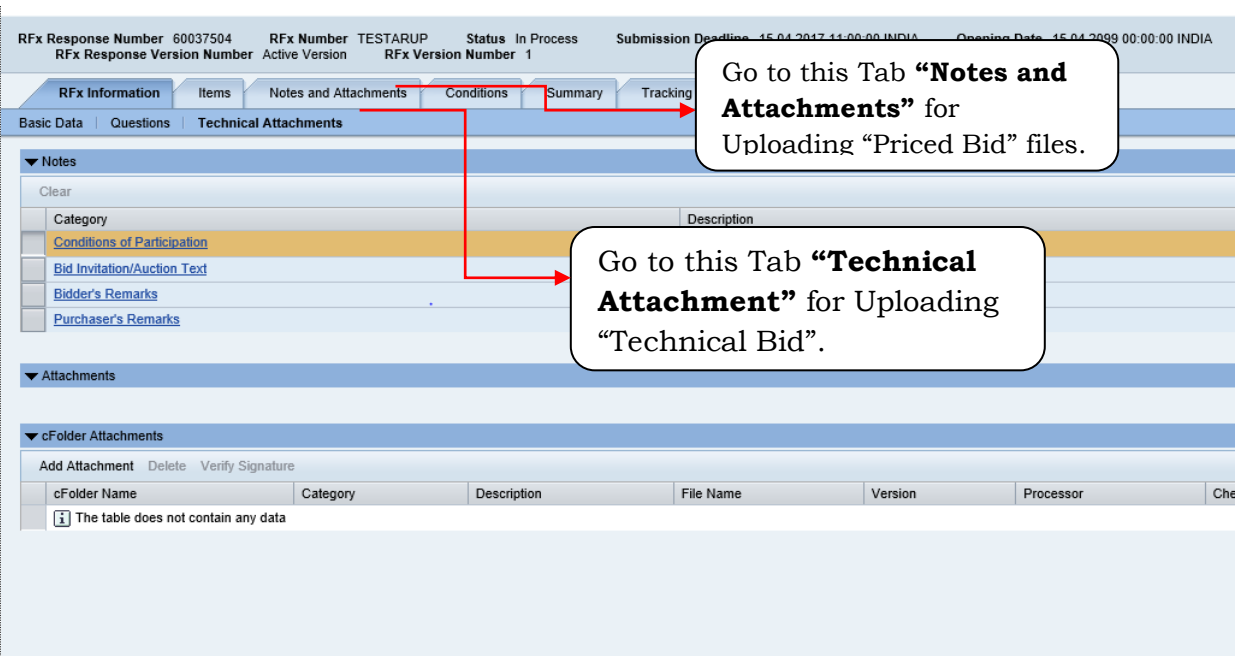
 ओयल इंडिया लिमिटेड Oil India Limited	MODULAR PACKAGE CONTRACT (MPC-4) Engineering, Procurement, Fabrication and Supply of Modular Instrument Air Package for OCS, Nadua and GGS, East Khagorijan IFB No. CPI1622P20	
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in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender portal. The Technical Bid should be submitted as per Terms of Reference & 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.

- ix) The bid along with all supporting documents must be submitted through OIL's e-Procurement site only except the following documents which shall be submitted manually by the bidder in duplicate in a sealed envelope super scribed with OIL's IFB No./E-Tender No., Bid Closing Date and marked as “Original Bid Security/Catalogue and Literature/ Power of Attorney” etc. as the case may be and addressed to GM(C&P)-Projects Department, Oil India Limited, Duliajan, Assam-786602, India.
- a. Original Bid Security
 - b. Power of Attorney for signing the bid.

The Original bid security must be received at GM(C&P)-Projects Office, Projects Department, Oil India Limited, Duliajan, Assam-786602, India on or before 13.00 Hrs. (IST) on the technical bid closing date failing which the bid shall be rejected. A scanned copy of the Bid Security shall also be uploaded by the bidder along with their Technical Bid in OIL's E-procurement site.



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

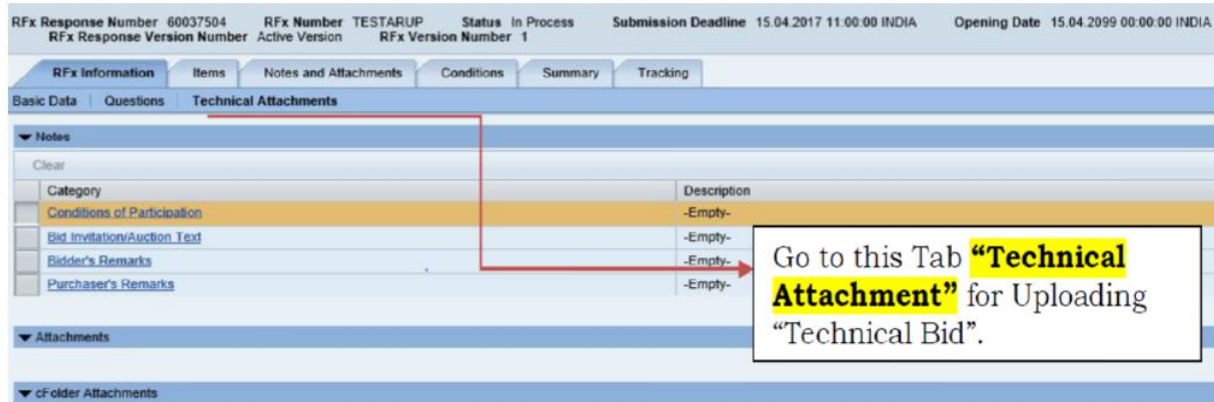
Go to this Tab “Technical Attachment” for Uploading “Technical Bid”.

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

Basic Data Questions **Technical Attachments**

▼ Notes

Clear

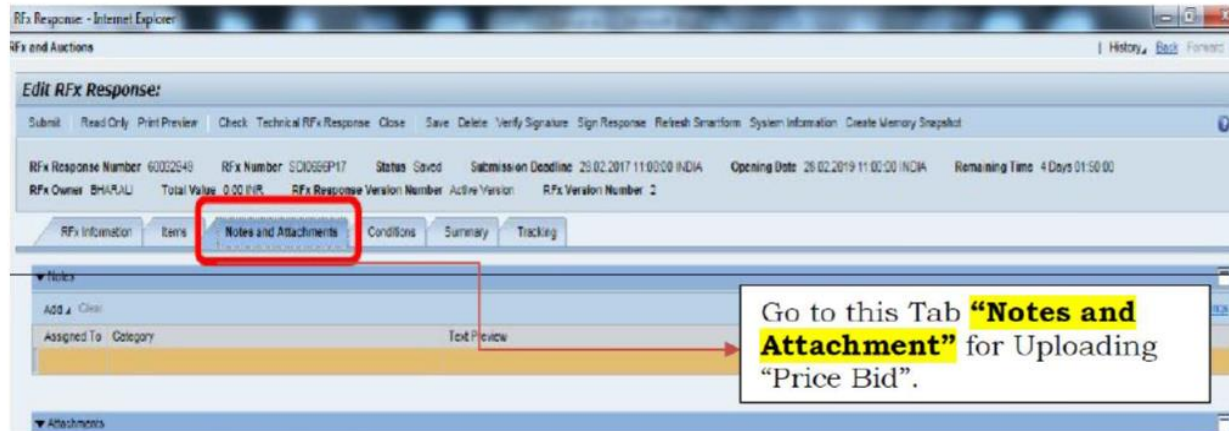
Category	Description
Conditions of Participation	-Empty-
Bid Invitation/Auction Text	-Empty-
Bidder's Remarks	-Empty-
Purchaser's Remarks	-Empty-

▼ Attachments

▼ cFolder Attachments

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

- b) 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: SC0356P17 Status: Saved Submission Deadline: 25.02.2017 11:00:00 INDIA Opening Date: 25.02.2019 11:00:00 INDIA Remaining Time: 4 Days 01:50:00

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

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

▼ Notes

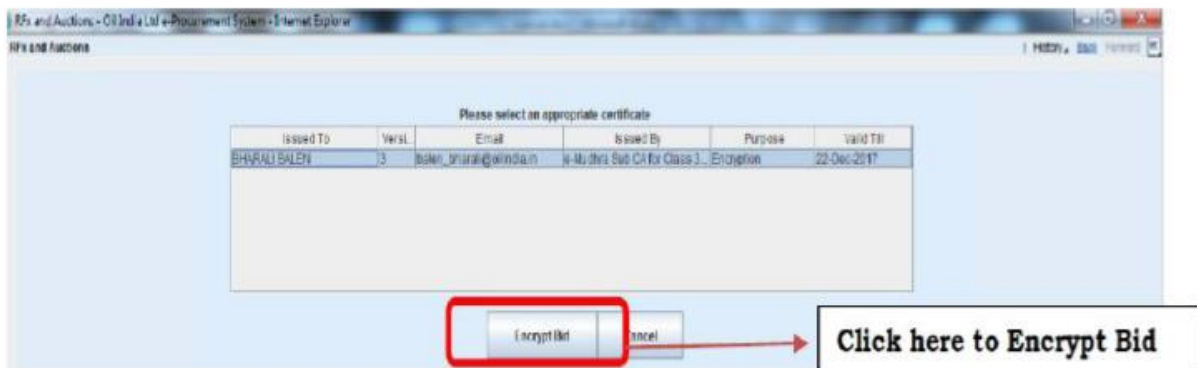
Add Clear

Assigned To	Category	Text Preview

▼ Attachments

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

- c) After Uploading of Price bid Click 'Save'. Once saved, the Data will be encrypted & the Encryption Certificate will be in use.



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

RFx and Auctions

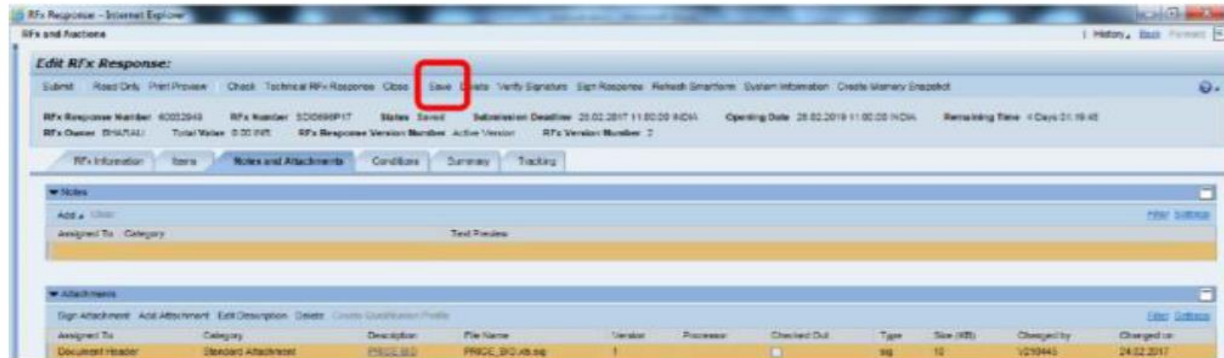
Please select an appropriate certificate

Issued To	VerSt	Email	Issued By	Purpose	Valid Till
BHARALI BALEN	3	balen_bharali@oilindia.in	Oil India Ltd e-Procurement System	Encryption	22-Dec-2017

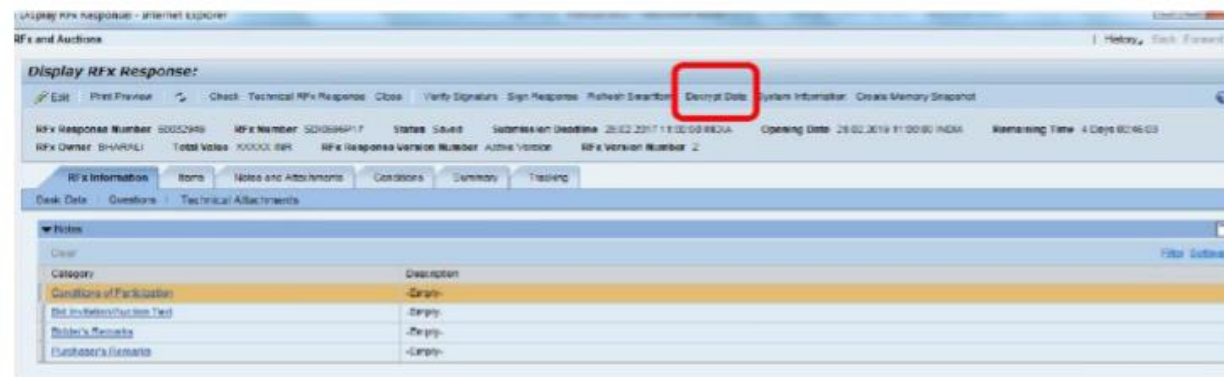
Encrypt Bid Cancel

Click here to Encrypt Bid

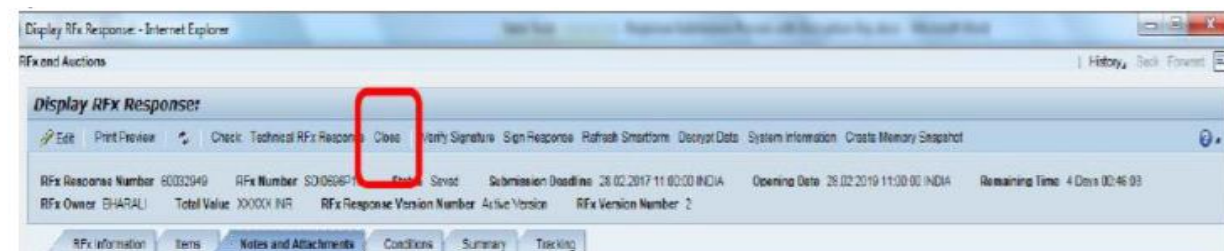
d) Encrypt Bid.



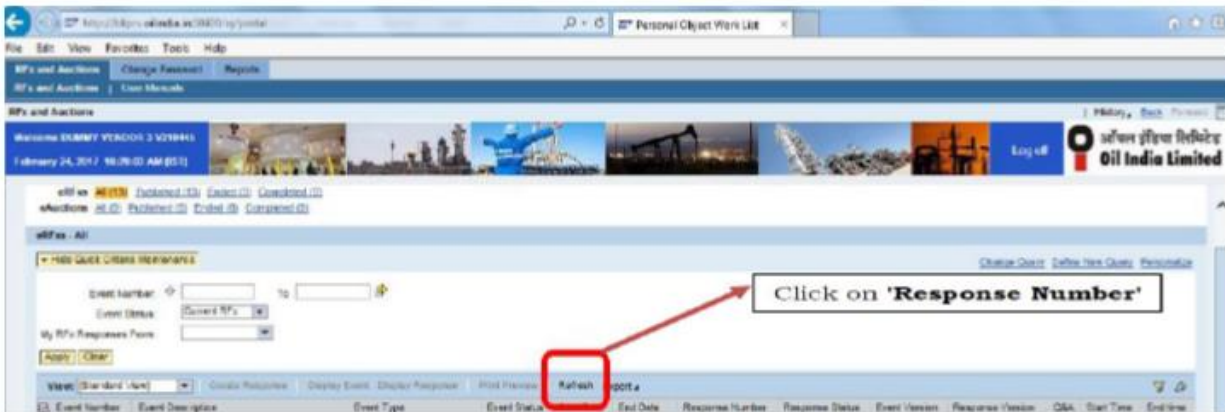
e) The Encrypted Data will be displayed only when click 'Decrypt data'



f) Click on 'Close'

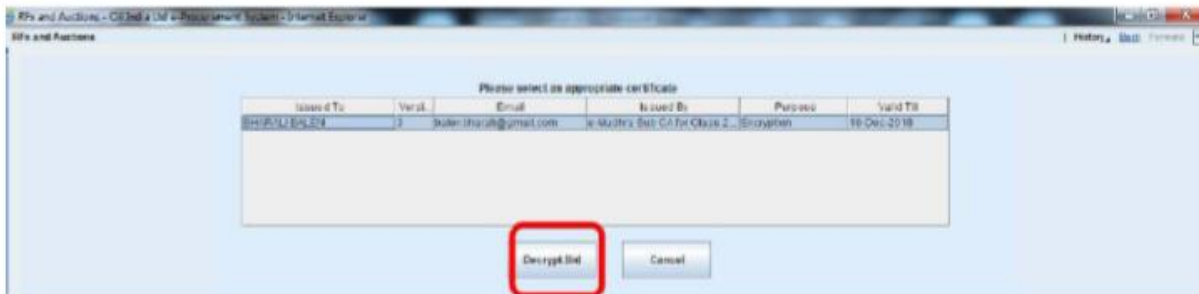


g) Click on 'Refresh'. Then Click on 'Response No.'

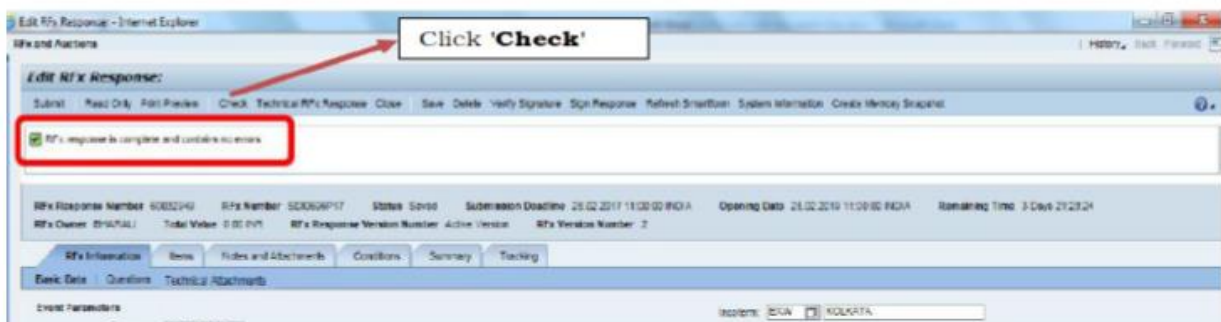


Now uploading part is complete. Bidders are requested to go to the initial screen. It is always better to come to the first screen and refresh the page and then going in into the response for the submission process.

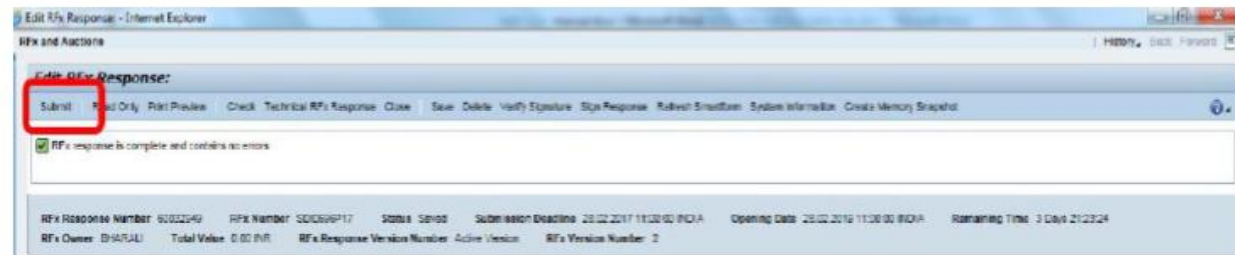
h) On 'Edit' mode Click to select the same Encryption certificate used for Decryption else data will not Decrypt.



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



j) Click on "Submit" button

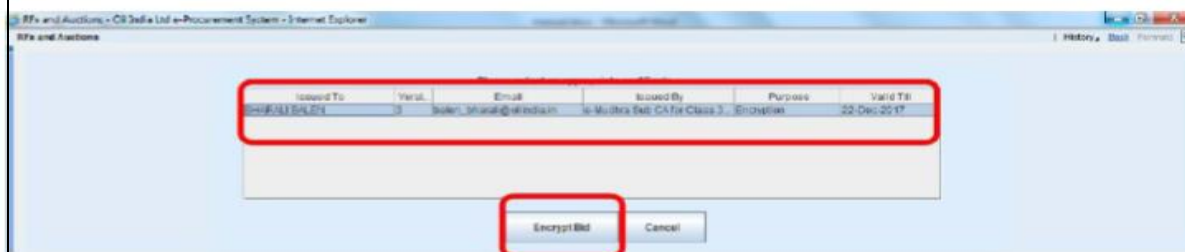


Before submit, please do check all the documents uploaded and on-line data maintained are correct.

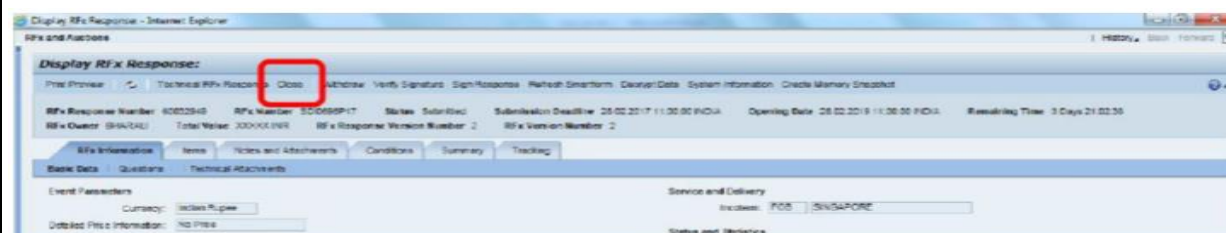
- k) After Clicking “Submit” below pop up will open. Select Digital Signature & “Sign”



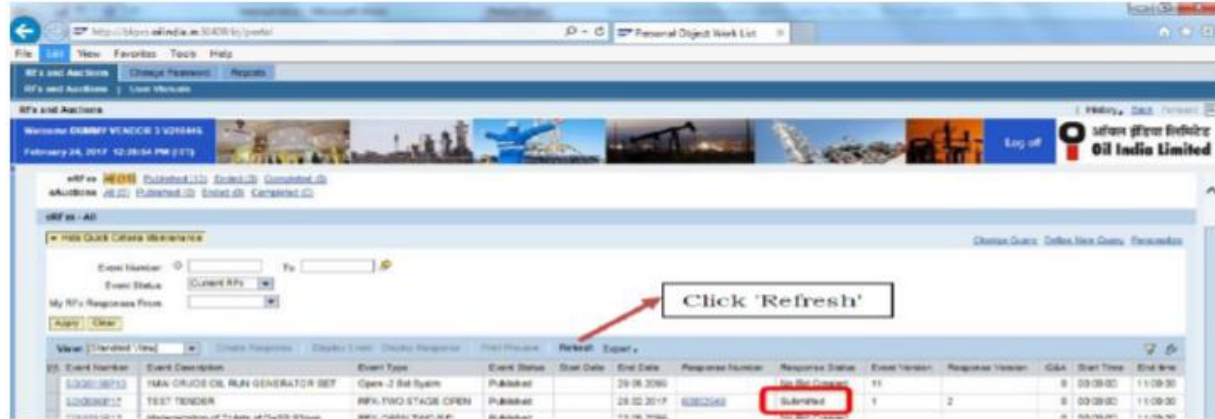
- l) After Signing the response has to be encrypted again. Select the encryption certificate and “Encrypt Bid”.



- m) Click “Close”.



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



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

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

Thanking you,

Yours faithfully,

OIL INDIA LIMITED
Sr. Officer (Projects-C&P)
For EXECUTIVE DIRECTOR (PROJECTS)
For RESIDENT CHIEF EXECUTIVE

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MPC TENDER PACKAGE 4

IFB No.:

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PART III	SECTION 1: TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS	
	SECTION 2: SPECIAL CONDITIONS OF CONTRACT	
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VOLUME I: COMMERCIAL PART 1

INSTRUCTIONS TO BIDDERS (ITB) AND GENERAL TERMS & CONDITIONS (GTC)

M/s. Kavin Engineering and Services Private Limited (KAVIN) herein after “the Consultant” on behalf of Oil India Limited (OIL) herein after “the Company/Owner” wishes to receive bids as described in the Bidding Documents.

1. SCOPE OF BID

- 1.1 The scope of Bid shall be as defined in the Terms of Reference and Specifications issued as part of Bidding Document.
- 1.2 The successful bidder shall be expected to fulfill the requirements of Scope of Bid within the contractual period stated in bidding document
- 1.3 Throughout this Bidding Documents, the term “Bid” and “Tender” and their derivatives (“Bidder/Tenderer”, “Bid/Tendered/Tender”, “Bidding/Tendering”, etc.) are synonymous, and day means calendar day. Singular shall also mean plural and vice versa.

2. ELIGIBILITY TO BID

- 2.1 Eligible bidder means, a bidder meeting the Bidder Evaluation Criteria (BEC) as per the bidding document.
 - 2.1.1 Pursuant to evaluation criteria specified in Bidding Document, the bidder, along with his bid, shall furnish all necessary supporting documentary evidence to establish the Bidder claim of meeting evaluation criteria.
 - 2.1.2 The documentary evidence of the bidder’s qualifications to perform the contract if their bid is accepted, shall establish to the Owner’s/Consultant’s satisfaction that, the bidder has the financial and technical capacity necessary to perform the contract.
- 2.2 Consortium, Un-incorporated JVs etc. can not bid
- 2.3 A bidder shall not be affiliated with a firm or entity
 - 2.3.1 that has provided consulting services related to the project during the preparatory stages of the works or of the project of which the works form a part, or
 - 2.3.2 that has been hired by the Owner as Engineer/Consultant for the contract.
- 2.4 Bidder should not be under Liquidation, Court Receivership or similar proceedings. In case bidder is under Liquidation, court receivership or similar proceedings, the offer submitted by such bidder shall be rejected. Bidder shall submit a self-declaration on their letter head in this regard.
- 2.5 The bidder should not be on Holiday/Negative list of OWNER on due date of submission of bid. If the documents were issued inadvertently/downloaded from website, offers submitted by such bidders shall not be considered for opening/evaluation/award.
- 2.6 If the Bidder is placed on Holiday/Negative list of OWNER after opening of unpriced bids but before opening of price bids, further evaluation of bid of such bidders shall be stopped and the corresponding price bid will not be opened.

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3. MULTIPLE/ALTERNATIVE BIDS

- 3.1. A bidder (i.e., the bidding entity) shall, on no account submit more than one bid either directly (as a single bidder) or indirectly (as a sub-contractor) failing which following actions shall be initiated:
- 3.1.1. All bids submitted by such bidder (say 'A') as a single bidder or as a consortium, shall stand rejected and BID SECURITY, if any, in case of all such bids submitted by bidder 'A' shall be forfeited.
- 3.1.2. If another bidder (say 'B') has proposed bidder 'A' as a sub-contractor then bidder 'B's bid shall also be rejected. However, in case the bidder 'B' has also proposed an alternative sub-contractor who is other than the bidder 'A', then bidder 'B's bid shall be evaluated with the proposed alternative sub-contractor only. Hence, every bidder shall ensure in his own interest that his proposed sub-contractor is not submitting alternative/multiple bids. Note: However, in case Consultant has proposed a list of sub-contractors/sub-vendors in the bidding document itself which shall be common for all the bidders, the provision at (b) above shall not be applicable as long as only the sub-contractors/ sub-vendors are common in case of various bidders.
- 3.2. Alternative priced bids are not acceptable. A bidder who submits alternative bids will cause all alternative bids to be disqualified.

4. TRANSFERABILITY OF BID DOCUMENTS

- 4.1 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.
- 4.2 Unsolicited bids will not be considered and will be rejected straightway

5. AMENDMENT OF BID DOCUMENTS

- 5.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum.
- 5.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area-"Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal ["Technical RFX" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

6. LANGUAGE OF BID

- 6.1 The Bid prepared by the bidder, all correspondence/drawings and documents relating to the bid exchanged by the bidder with the Owner/Consultant shall be in English language only. If the supporting documents are not in English language, then the English translation copy of the same shall also be furnished duly certified from any one of the following :
- Official of Indian Embassy/High Commission/Consulate General situated in the country where language has been translated.
 - Official of Embassy/High Commission/Consulate General of the country where language has been translated, in India.

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6.2 In case any printed literature furnished by the bidder in another language and is accompanied by an English translation, in which case, for the purpose of interpretation of the bid, the English translation shall govern.

7. BIDFORM

The bidder shall complete the Bid Form as per Proforma B.

8. 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 under "Notes & Attachment" Tab. Prices must be quoted by the bidders as per the Pricing schedule SOR/P.
- 8.2. Prices shall be furnished strictly in the appropriate Price Schedule format(s) enclosed with the Bidding Document. Quoted prices shall be net of discount, if any. Conditional discounts, if offered by a bidder, shall not be considered for evaluation.
- 8.3. Price quoted by the bidder, shall remain firm & fixed until completion of the contract and will not be subject to any variation, except as otherwise specifically provided in the Bidding Documents. Bidder's prices shall also remain firm and fixed on account of foreign exchange variation unless otherwise any specific provision is indicated in bidding document.
- 8.4. The bidder shall quote the prices after careful analysis of cost involved for the performance of complete work considering all parts of the 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.
- 8.5. Bidders shall indicate the following in their offer:
 - 8.5.1. Ex Works price of packages including packing, forwarding and insurance; such price to include engineering, fabrication /manufacturing of package, all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods, etc
 - 8.5.2. 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)
 - 8.5.3. Item wise/Lumpsum Transportation Charges (as per Price Schedule) up to respective project site exclusive of GST (Goods & Service Tax)
 - 8.5.4. Bidder shall indicate the following separately:
 - 8.5.4.1. Built in CIF value of import for raw material and components incorporated or to be incorporated in the goods and included in quoted price. The bidder shall provide description of such material, quantity, rate, value etc.
 - 8.5.5. Site work Prices, if applicable as per Bid Documents for the scope of work mentioned in Bidding Documents inclusive of all taxes & duties but exclusive of GST (Goods & Service Tax). All necessary registration, if required for carrying out the site activities shall be done by the bidder and cost towards the same shall be included in quoted site work prices.

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9. BID SECURITY

- 9.1. The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 9.8.
- 9.2. All the bids must be accompanied by Bid Security in Original 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-E or a Bank Draft/Bankers' cheque in favour of OIL and payable at Duliajan, Assam from any of the following Banks –
 - a) Any schedule Indian Bank or Any Branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign
 - b) **Note:** Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-scheduled Bank of India shall not be acceptable.

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

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

The above Message/Intimation shall be sent through SFMS by the BG issuing Bank Branch to Axis Bank, Duliajan Branch, IFS Code- UTIB0001129.

Branch Address: Axis Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District: Dibrugarh, PIN: 786602"

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

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.

- 9.3. Bidders can submit Bid Security on-line through OIL's electronic Payment Gateway.
- 9.4. The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 9.5. Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.
- 9.6. Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause 33 below is furnished.
- 9.7. Bid Security shall not accrue any interest during its period of validity or extended validity.
- 9.8. The Bid Security may be forfeited:
 - i) If the bidder withdraws the bid within its original/extended validity.
 - ii) If the bidder modifies/revise their bid suo-moto.
 - iii) If the bidder does not accept the order/contract.
 - iv) If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.

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- 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. 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 two(2) years.

9.9. The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC or Banker's Cheque or Bank Draft must be uploaded by bidder along with the Technical bid in the "Technical Attachment" tab of OIL's e-portal. The original Bid Security shall be submitted by bidder to the office of GM(Projects-C&P), Oil India Ltd., Duliajan-786602 (Assam), India, in a sealed envelope which must reach GM(Projects-C&P)'s office on or before 12.45 Hrs (IST) on the Bid Closing date.

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

10. EXEMPTION FROM SUBMISSION OF BID SECURITY

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

10.2 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/capacity and category of registration provided that certificate issued by the relevant agency is valid (wherever validity is specified in the certificate) on the date of Bid Closing Date.

10.3 Deleted

10.4 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.

11. PERIOD OF VALIDITY OF BIDS

11.1. 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.

11.2. In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through e-mail. The Bid Security provided under Para 9.0 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.

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12. SIGNING OF BIDS

- 12.1. Bids are to be submitted online through OIL's e-tender portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organization's Name [e-commerce application (Certificate with personal verification and Organisation Name)] and Encryption Certificate as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India 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.
- 12.2. The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the contract. If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 13.2 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.
- 12.3. 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 authorisation (as per Proforma-H) shall be indicated by written Power of Attorney accompanying the Bid.
- 12.4. 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 initialled by the person or persons who has/have digitally signed the Bid.
- 12.5. Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

13. SUBMISSION OF BIDS

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-tender 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 under Heading **HELP DOCUMENTATION** are available in OIL's e-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "**Technical Attachment Tab**" Page only. Prices to be quoted as per **Annexure - II** and should be uploaded as Attachment just in the attachment link under "Notes & Attachments" Tab under General Data in the e-portal. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid should not be submitted in physical form which shall not be considered.

14. 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 documents:

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14.1. PART - 1 : TECHNO-COMMERCIAL/ UNPRICED BID (to be uploaded in “Technical Attachments” tab)

- a) Offer Covering letter (in bidder’s letter head) – Proforma B
- b) Letter of Authority in favour of Authorized signatory of the bid, as per Proforma G
- c) Copy of Power of Attorney
- d) Bid Security as per Proforma D
- e) Documentation against Bidder’s Evaluation Criteria
- f) Integrity Pact as in Annexure B to Bid Package
- g) General Information of the bidder as per Proforma – I
- h) Financial & Specific experience details as per Proforma - J
- i) Self-Declaration as per Proforma – S
- j) Undertaking for applicability of Purchase Preference Policy.
- k) Exact Unpriced copy of Price Bid in price schedule format issued with the bidding document duly indicating ‘Q’ (Quoted) in place of “price” and ‘NQ’ (Not Quoted) where against each item where price to be quoted.
- l) Cover sheet of Addendum/Amendment (if any).
- m) Documentary evidence in case bidder is MSE bidder.
- n) Compliance to requirement of PAN No., Tax Residency Certificate and Proforma P as per relevant forms provided in Bidding Forms
- o) Contract execution plan as per Proforma - K
- p) Project Schedule as per Proforma - M
- q) Technical Compliance/data sheets/documents, required as per Terms of Reference (TOR)
- r) Reply to Commercial Questionnaire as per Proforma – O
- s) Checklist for Submission of bid as per Proforma – Q
- t) Undertaking for Authenticity of Information/Documents Submitted-Proforma-T

Any other document required as per, Technical Specifications; and Please note that, price should not be mentioned in the “Technical Attachments” tab. The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

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

14.2. PART-2 : PRICED BID (to be uploaded in “Notes and Attachments” tab)

Priced Bid containing only prices filled in the prescribed price schedule excel format and other formats provided in the Bidding Document, consisting of the following:

- a) Prices in Price Schedule formats issued with bidding document shall be uploaded at the designated place of the e-tender portal of OIL

Notes:

1. Part-II (Priced Bid) shall be uploaded in Notes and Attachments” tab of e-tender portal as mentioned in above
2. Deviation to terms & conditions, presumptions etc. shall not be stipulated in Priced part of bid. In case of any conditions stipulated in price bid, the bids of such bidders shall be summarily rejected and shall not be considered for further evaluation. Evaluation shall be carried out excluding such bidder(s).

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Bidders are supposed to submit their financial bid in the prescribed format and no other format is acceptable. If the Price-Bid format is found to be modified/ tampered by the bidder, the bid will be rejected.

14.3.No Physical Bids/Offeres shall be permitted. The offers/bids submitted online on e-tender portal of OIL shall only be considered for evaluation and ordering.

14.4.Bidders are required to submit the following documents in original also as per the manner prescribed in the bid document in sealed envelope titled "Original Documents for respective IFB. No" and the same shall be sent to OIL Office at Duliajan. Kind Attention: (Name mentioned in BID document) Dy. General Manager (C&P) within the final bid due date, besides uploading the scanned copies of the same on E-tender portal along with the e-bid:

14.5.i) Original EMD/Bid Security along with 2(two) copies) (if applicable).

14.6.ii) Power of Attorney (POA) in favour of the bid signatory for signing the bid digitally (if applicable).

14.7.Timely delivery of the documents in physical form as stated in Para 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.

14.8. Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

15. DEADLINE FOR SUBMISSION OF BIDS

15.1.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.

15.2.No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.

15.3.The documents in physical form as stated in Para 14.4 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs(IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

16. 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 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.

17. MODIFICATION AND WITHDRAWAL OF BIDS

17.1. The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time.

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

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

18. 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.

19. COMPLIANCE WITH TENDER

19.1. Enquiry has been issued on ZERO DEVIATION BIDDING basis, wherein bids with deviations shall not be acceptable. In view of the same, Bidder in his own interest is advised not to submit any deviation. Owner/Consultant reserves right to carry out bid evaluation with available information in the bid without any post-bid correspondence. Accordingly, bidder shall submit Techno-commercial compliance format duly signed as token of his acceptance.

19.2. Bidder shall furnish quotations only for those items / parts:

- a) For which bidder is enlisted with OIL (Limited enquiries); or
- b) For which Bidder can supply strictly as per Technical specifications including fulfilment of BQC wherever applicable (Press enquiries).

20. CLARIFICATION ON BIDDING DOCUMENTS

20.1. A bidder may seek clarification regarding the Bidding Document provisions, bidding process and/or rejection of his bid. Consultant/Owner 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 persons not officially concerned with the bidding process.

20.2. A prospective bidder requiring any information or clarification of the Bidding Documents, may notify the Consultant in writing by e-mail/post at Consultant's mailing address indicated in the Bidding Document. All question/ queries should be referred to Consultant not later than three (3) days before scheduled date of pre-bid meeting and OWNER/Consultant reserves the right not to entertain any prebidquery after cut-off date. Pre-bid meeting shall be attended by competent representative(s) of the bidder. Reply to Pre-Bid Queries shall be hosted on Tender portal.

20.3. Any modifications of the Bidding/RFQ Document, which may become necessary as a result of pre-bid queries/pre-bid discussion, shall be intimated to all the bidders through issue of an Addendum/Amendment.

21. OFFER WITHOUT ANY DEVIATION

21.1. Owner/Consultant will appreciate submission of offer based on the Terms and Conditions in the bid document, Scope of Work, and Technical Specification enclosed with Material Requisition etc. to avoid wastage of time and money in seeking

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clarifications on technical/commercial aspect of the offer. Bids having any deviation to the bid document Terms & Conditions shall lead to the offer liable for rejection.

21.2. If a bidder has not quoted any part/component, Freight, the same shall be considered inclusive. Supervision, Training etc. which needs to be quoted on per diem basis, the same shall also be considered inclusive for the number of days specified in the enquiry document. However, per diem rates of supervision rates included in the quoted prices shall be obtained from the bidder before award of work which shall be used for making payment based on actual number of days of working at site.

21.3. Non-compliance shall result in rejection of the corresponding item/group/block.

21.4. Error/non-submission of Taxes & Duties

The evaluation and ordering shall be carried out considering the rates of Taxes & 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 applicable rate of tax shall be clarified before placement of order.

21.5. Taxes & Duties, if not quoted:

- a) Composite bidding – Bids shall be rejected.
- b) Other than Composite bidding: Bidder shall be given chance to absorb the same, failing which the bid shall be rejected.

22. PRICE CHANGES/IMPLICATIONS AFTER OPENING OF TECHNICAL BIDS

22.1. In the event of any unsolicited price increase sought by any bidder, subsequent to the bid due date, the bid of such a bidder shall be rejected, in case the bidder does not agree to withdraw the price increase. Wherever, decision is taken to reject a bid, Bid Security, if submitted by the Bidder, shall also be forfeited and case shall be referred to PDD for appropriate action as per procedure.

22.2. In the event of any suo-moto decrease in price sought by a Bidder subsequent to the bid due date and which is not as a result of any change in scope of supply or terms and conditions specified in the bid document, the reduction in price shall not be considered for evaluation, however, the same shall be considered for ordering in case the Bidder happens to be the lowest techno-commercially acceptable.

23. BID EVALUATION CRITERIA

If there is correction/wrong entry or a difference between the values entered in figures and in words, the following procedure shall be adopted for evaluation:

- i) When there is a difference between the rate in figures and in words for an item, the rate which corresponds to the amount worked out by the Bidder for the item based on the quantity specified, shall be taken as correct.
- ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the Bidder shall be taken as correct.
- iii) When it is not possible to ascertain the correct rate as detailed above, the rate quoted for the item in words shall be adopted as the quoted rate.
- iv) If the total amount written against an item does not correspond to the rate written in figures and if the rate in words is not written by the bidder, then the higher of the rates, i.e. higher of the rate worked out by dividing the amount by the quantity and the rate quoted shall be considered for evaluation. In the event that such a bid is determined as the lowest bid, the lower of the rates shall be considered for ordering.

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24. BID REJECTION CRITERIA

- 24.1. Bids are invited under Zero Deviation bidding basis. Bids with deviations shall be rejected.
- 24.2. Owner/Consultant reserves the right to verify the authenticity of Digital Signature. In case Digital Signature is not authorized, the bid shall be rejected.
- 24.3. If a bidder submits prices in un-priced part of bid, the bid shall be rejected. Prices uploaded at the designated priced folder of the e-tendering website shall only be considered.

25. BID OPENING

- 25.1. Company will open the Technical Bids, including submission made pursuant to clause 15.0, 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 Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the e-portal.
- 25.2. 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.
- 25.3. Bids which have been withdrawn pursuant to clause 17.0 shall not be opened. Company 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.
- 25.4. At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security and such other details as the Company may consider appropriate.

26. EVALUATION AND COMPARISON OF BIDS

- 26.1. The Company will evaluate and compare the bids as per BID EVALUATION CRITERIA (BEC), PART-II of the Bid Documents.
- 26.2. DISCOUNTS/REBATES: Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.
- 26.3. 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.
- 26.4. Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will

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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.

- 26.5. Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 26.6. A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 26.7. The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
- 26.8. For convenience of the qualified Bidders and to improve transparency, online viewing of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the e-tender.

Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only.

27. COMPARISON OF OFFERS

- 27.1. The lowest evaluated bid shall be considered for award of order on the basis of landed cost atsite for the respective grouped items as per Material Requisition including Supply, Site work, Training. The evaluated price shall be calculated based on the prices quoted by the bidder after considering the following:
- i. FOT dispatch point price quoted by the bidder including packing and forwarding.
 - ii. Cost of Mandatory spares, Special Tools & Tackles, Commissioning spares, etc., if quoted extra.
 - iii. GST (Goods & Service Tax) will be cost loaded as quoted and in line with provisions of bidding document.
 - iv. Road Freight charges.
 - v. Site Work/Supervision/Training charges wherever applicable as per Bid Documents.
 - vi. Technical loading, if any, as defined in the Bidding document.
- 27.2. Cost (including taxes & duties) of Mandatory/Insurance spares if identified in the Material Requisition, Commissioning spares and Special tools and tackles will be

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included for price evaluation of bids, but costs of Specific Spares for two years normal operation shall be excluded.

27.3. Cost of loading towards Technical Parameters (Utilities etc.) wherever applicable shall be considered for evaluation.

27.4. Wherever supervision, site works, AMC, training etc. are required as per Bid Documents/RFQ; the same shall be considered for evaluation for no. of man days specified elsewhere in RFQ document along with the respective GST (Goods & Service Tax) at applicable rates.

27.5. Item shall be awarded on individual/group wise/bottom line basis as per Bid Documents/RFQ to the Bidder(s) whose evaluated price for the individual item/group items/ bottom line is the lowest.

27.6. Transit Insurance shall not be added for evaluation.

27.7. Other Conditions Related to Bid Evaluation

i. Input Tax Credit on GST (Goods & Service Tax) is available to Owner& the same shall be considered for the Purpose of evaluation.

ii. Prices quoted in PRICE BID as per the requirement of the bidding document shall only be considered for evaluation.

iii. Offer evaluation and ordering shall be on lowest bottom line group price basis in case of Group Bid Documents or on in individual item wise lowest basis or on bottom line basisas mentioned in Price schedule.

iv. In case, price increase is sought by the L1 bidder after priced bid opening and thebidder does not agree to withdraw the price increase, the order shall not be placedwith price increase and the tender enquiry shall be refloated. 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 Company Policy.

v. Purchase Preference to MSE bidders: Refer Clause No.8 of BEC of the Part II of this bidding document.

vi. Shifting: OWNER also reserves the right to consolidate the quantities of PO whereit is commercially prudent to place single order. In the case of shifting of order as above, the following shall govern:

a) In order to avoid splitting of order on number of bidders, particularly when order value is small, shifting shall be resorted to so that time and effort on ordering, expediting, inspection etc. is saved in dealing with extra suppliers.

For the purpose of shifting, cost of order management per order is considered as INR. 1,00,000/-.

b) Based on the lowest evaluated item wise prices the shifting shall be carried outprovided the following conditions are met:

Shifting shall be done only if shifting cost of each order is upto INR.1,00,000/-.

Shifting shall not be resorted to if the value of the order is more than 25% of the total order value of the recommendation. However, this ceiling will not be applicable where total order value of recommendation is upto INR. 4,00,000/-

In case the order value on L1 bidder is more than INR 2,00,000/- then shifting shall not be resorted.

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With above shifting the selected bidder for award will be deemed to be the L1 bidder.

10.3.1 In case **MSE bidder** is the L1 bidder, shifting shall not be resorted to.

28. ADVANCE PAYMENT

Request for advance payment shall not be normally considered. However, depending on merit and at the sole discretion of OIL, advance payment may be agreed at an interest rate of 1% above the prevailing Bank rate (CC rate) of State Bank of India compounding on quarterly basis from the date of payment of the advance till recovery /refund.

- 28.1. Advance payment if agreed to by the Company shall be paid only against submission of an acceptable Bank Guarantee whose value should be equivalent to the amount of advance plus the amount of interest estimated by OIL on the basis of contractual delivery period without further reference.
- 28.2. Bank Guarantee shall be valid for 3 months beyond the delivery period incorporated in the order and same shall be invoked in the event of Seller's failure to execute the order within the stipulated delivery period.
- 28.3. In the event of any extension to the delivery date, seller shall enhance the value of the bank guarantee to cover the interest for the extended period and also shall extend the validity of bank guarantee accordingly.

29. OPENING OF PRICED BIDS

- 29.1. Company 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.
- 29.2. The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 29.3. 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.

30. NOTIFICATION OF AWARD OF CONTRACT/ORDER

- 30.1. The Company 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.
- 30.2. Prior to the expiration of period of bid validity, the Company/Owner will notify the successful bidder by e-mail to be confirmed in writing, that his bid has been accepted. The notification of Award/Letter of Acceptance will constitute the formation of the Order.

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- 30.3. The Delivery Schedule shall commence from the date of issue of notification of award/Letter of Acceptance (LOA).
- 30.4. Award of Contract/Order will be by way of issuing a Letter of Acceptance (LOA). LOA will contain price, delivery and other salient terms of bid and bid document. Bidder will be required to confirm receipt of the same by returning "Copy of the LOA" duly signed and stamped by the bidder as a token of acknowledgement to the Company/Owner and the Consultant. Subsequently, detailed Purchase Order/Contract will be issued. Alternatively; direct detailed Purchase Order may be issued without issuing LOA.
- 30.5. Upon the successful bidder's furnishing of Performance Security pursuant to Clause 34.0 below, the Company/Owner will promptly notify each un-successful bidder and will discharge their Bid Security as per relevant Clause herein in ITB.

31. CONTACTING THE COMPANY AFTER BID OPENING

- 31.1. Except as otherwise provided elsewhere in the bid, no bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 31.2. An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

32. COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID

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

33. PERFORMANCE SECURITY

- 33.1. On receipt of notification of award from the Company, the successful Bidder (including MSEs, Public Sector undertakings and other Government bodies) shall furnish to the Company the Performance Security for an amount specified in the Forwarding Letter and Letter of Award (LOA) issued by the Company to the Bidder as per Proforma-F or in any other format acceptable to the Company and must be in the form of a Bank Guarantee or irrevocable Letter of Credit (LC) 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
- 33.2. Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:
- Full address.
 - Branch Code.
 - Code Nos. of the authorized signatory with full name and designation.
 - Phone Nos., Fax Nos., E-mail address.
- 33.3. 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.

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

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33.4. The bank Guarantee issued by the Bank must be routed through SFMS Platform as per 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 SFMS by the BG issuing Bank Branch to Axis Bank, Duliajan Branch, IFS Code- UTIB0001129. Branch Address : Axis Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District : Dibrugarh, PIN : 786602”

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

The Performance Security shall be denominated in the currency of the contract.

33.5. The Performance Security specified above must be valid for three months(3) beyond the contract period. The Performance Security will be discharged by Company 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.

33.6. The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor’s failure to fulfil its obligations under the Contract.

33.7. The Performance Security will not accrue any interest during its period of validity or extended validity.

33.8. Failure of the successful Bidder to comply with the requirements of clause 10.8 and 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 two years (2) from the date of default.

34. INTEGRITY PACT

34.1. The bidder confirms that all declarations made in this Integrity Pact are true and correct. In case of any declaration turning out to be false, the bidder shall not be allowed to take the defence that the correct declaration is given elsewhere in the offer. For example, any and all cases of transgression as defined in the Integrity Pact must be reflected in the Integrity Pact itself or attached as an appendix to the Integrity Pact with a corresponding reference marked in the transgression provision in the Integrity Pact so that Integrity Pact remains a single and unified document with regard to the objective of Integrity Pact.

34.2. This Integrity Pact proforma has been duly signed by OIL’s competent signatory. The proforma has to be uploaded by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who signs the Bid. The names of the OIL’s Independent External Monitors (IEMs) at present are as under:

SHRI SATYANANDA MISHRA, IAS (Retd.), former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India,
e-mail ID : satyanandamishra@hotmail.com

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SHRI RAJIV MATHUR, IPS (Retd.,) Former Director, IB, Govt. of India,
e-mail ID : rajivmathur23@gmail.com and

SHRI JAGMOHAN GARG, Ex-Vigilance Commissioner, CVC ,
e-mail ID : jagmohangarg@gmail.com

34.3. Bidder (s) not complying with the requirements of Integrity Pact shall be rejected.

35. PACKING

Packing of goods must be sufficiently robust to withstand multiple handling during transit for delivery to their final destination so that contents do not get damaged. Protection of the plant and equipment against corrosion or deterioration must be given special attention

1. Machined steel and iron parts are to be heavily greased/varnished as a prevention against rust.
2. In the case of internal combustion engines, compressors and similar equipment, internal parts are to be sprayed with an inhibitor or water splitting preservative and all openings covered with tape to prevent ingress of water.
3. Boxes/Packing cases containing electrical/electronic equipment are to be waterproof lined.
4. All items must have their respective identification marks painted /embossed on them.
5. Crates or boxes should have a list of items contained therein secured to the exterior by means of an enveloping piece of tin sheet nailed to the wood. A duplicate list should also be included inside the crate with the contents.
6. The Seller shall be responsible for damage of goods either in full or in part and for corrosion and/or deterioration of the plant and equipment during transit due to inadequate/insufficient packing or due to non-compliance with the above Para Nos. 1 to 4 depending upon the nature of items and as such shall be obligated to repair or replace the damaged goods or plant or equipment in full or in parts thereof, at free of cost to OIL.

36. INSPECTION AND TEST

- 36.1. The Consultant shall provide all requisite inspection services for all indigenous equipment/bulk material procured for the project and no additional charges shall be payable to seller on account of the same. In the case Indian bidder sourcing materials from abroad, the inspection shall be arranged through Third Party Inspection Agency (TPIA - i.e.LR/BV/DNV/TUV/CEIL).
- 36.2. The Inspection Agencies mentioned at any other place in bid document shall stand modified with agencies indicated above.
- 36.3. Also,
 - i) Quality Assurance Plan (QAP) will be approved by Inspection agency incorporating requirements of Inspection and Test Plan, Technical specifications provided with Purchase Order/Contract document.
 - ii) The Inspection release note issued by the Third Party Inspection agency shall clearly stipulate that materials/equipment have been inspected as per Code-1 approved drawings and approved QAP.
 - iii) Certification of final documents, wherever applicable, for release of final payment, shall be carried out by Inspection Authority issuing the final inspection certificate.

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37. WARRANTY / GUARANTEE & DEFECT LIABILITY PERIOD

Contractor also guarantees the design, workmanship and the freedom from defects of the Goods and/or Services for a period of one (1) Gregorian year from the installation, commissioning and PGTR or twenty four (18) Gregorian months from the date of receipt of the Goods and/or Services by Company whichever occurs earlier.

Notwithstanding anything else to the contrary, If, within these specified periods, Contractor receives notice from COMPANY of any alleged defect in or non conformance of any product or repair and if in the Contractor's sole judgment the product or repair does not conform or is found to be defective in material or workmanship then COMPANY shall at Contractor's request, return the part or product F.O.B. for Foreign Contractor and F.O.R Duliajan (Despatching Station) for Indian Contractor to Contractor's designated plant or service location. Any repair work performed by Contractor is warranted for one year from completion of such repairs and applies only to work performed.

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 the Consultant/OIL in writing.

Defective goods / materials or parts notified by OIL to the Seller shall be replaced immediately by the Seller on F.O.R destination basis for Indian Contractor and C.I.F Kolkata for Foreign Contractor including payment of all taxes and duties at Seller's expense. Also, an additional Contractual Performance Guarantee shall be furnished separately for the extended period of liability for that portion of work/equipment only.

Contractor, at Contractor's option and expense, shall repair or replace the defective part or product, or repay to COMPANY the full price paid by COMPANY for such defective part, repair or product. Any repayment of the purchase price shall be without interest. Contractor's warranty liability, including for defects caused by Contractor's negligence, shall be limited to such repair, replacement or refund, and shall not include claims for labour costs, heavy lifting, rig stand-by time, expenses of COMPANY resulting from defects, recovery under general tort law or strict liability or for damages resulting from delays, loss of use, or other direct, indirect, incidental or consequential damages of any kind.

However, guarantee for the Basic Engineering & FEED of PLANTS in respect of suitable, appropriate & fault-free design, and system adaptability, process philosophy, etc. without defects/faults that affect operation of the plant will be provided by the Consultant.

Any Liability arising due to failure to obtain required mandatory statutory approval for the Plant and the installed instrument/facility as stipulated vide provisions of Oil Mines Regulations, DGMS, Indian Explosives Act, Indian Electricity Rules, Petroleum Rules, Indian Boiler Regulations etc. in force or byelaws / directives promulgated by Govt. Circulars/ Regulatory Boards/Panels, Enforcement Directorates etc will be borne by the Consultant.

Any liability due to wrong/improper framing of commissioning & testing procedures and Safe Operating Procedures (SOPs) for all field equipments, system, etc. will be borne by Consultant.

Contractor will not be responsible for failures of products which have been in any way tampered with or altered by anyone other than Contractor's authorized representative, failures due to lack of compliance with recommended maintenance procedures or

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products which have been repaired or altered in such a way (in Contractor's judgment) as to affect the products adversely.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE WHICH EXCEED THE FOREGOING WARRANTY.

38. APPLICABLE LAW

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

39. INSURANCE

The Seller shall arrange Comprehensive Marine Cum Transit (MCT) insurance policy for the goods being dispatched to Project site. However, storage of goods at site and erection of all the material and equipment's to be incorporated in permanent works shall be covered under above Marine Cum Erection (MCE) insurance policy by Owner. The insurance required under prevailing Indian laws for bidder's personnel, equipments as well as Third Party Insurance shall be arranged by the Seller.

40. TERMS OF PAYMENT

40.1. Payment Terms are enclosed as Annexure to Special Conditions of Contract (SCC).

40.2. Advance payment as specified in the payment terms shall be payable.

41. SHIPMENT DOCUMENTATION

41.1. Following despatch documents are required to be submitted by the Supplier immediately after shipment is made.

41.1.1. Invoice

41.1.2. Inspection Release Note by Third Party Inspection Agency / Purchaser / Consultant.

41.1.3. Clean Bill of Lading / Clean Airway Bill

41.1.4. Packing List identify contents of each package

41.1.5. Test Certificates (NDT reports, MTC, etc. as per Bid Documents)

41.1.6. Certificate of Measurement and Weight

41.1.7. List of documents as specified in Vendor Data Requirement in Material Requisition / Purchase Requisition & counter stamped by TPIA / Consultant

41.1.8. Estimated Time of Arrival (ETA) of Vessel at port of entry

41.1.9. Documents pertaining to ocean freight

41.1.10. Country of origin certificate issued by relevant Chambers of Commerce

41.1.11. Documents in support of Customs duty exemption or waiver or reduced rate, as applicable under CEPA, FTA, Multi-lateral, Bi-lateral trade agreement between India and bidder's country, if exemption is claimed in the bid.

42. TAXES & DUTIES

42.1. GOODS AND SERVICES TAX:

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.

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- 42.2. Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.
- 42.3. “GST” shall mean Goods and Services Tax charged on the supply of material(s) and services. The term “GST” shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as “IGST”) or Central Goods and Services Tax (hereinafter referred to as “CGST”) or State Goods and Services Tax (hereinafter referred to as “SGST”) or Union Territory Goods and Services Tax (hereinafter referred to as “UTGST”) depending upon the import/interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.
- 42.4. Quoted prices should be inclusive of all taxes and duties, except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable). Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods /Services (Service Provider) only. Supplier of Goods /Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.
- 42.5. 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.
- 42.6. The input tax credit of GST quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 42.7. 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.
- 42.8. The bids will be evaluated based on total price including applicable GST.
- 42.9. 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.
- 42.10. Contractor/Vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, OIL shall not be liable to make any payment on account of GST against such invoice.

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- 42.11. GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/vendor, OIL shall withhold the payment of GST.
- 42.12. GST payable under reverse charge for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.
- 42.13. Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or/and is liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/setoff/recover such amounts against any amounts paid or payable by OIL to Contractor/Supplier.
- 42.14. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor/Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor/Vendor, OIL shall be entitled to recover such amount from the Contractor/Vendor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 42.15. TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 42.16. 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.
- 42.17. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 42.18. In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision. Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL. Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.
- 42.19. Claim for payment of GST/Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears. The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 42.20. 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

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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.

42.21. 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.

42.22. OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

42.23. Documentation requirement for GST :

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

Any invoice issued shall contain the following particulars -

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

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

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

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of advance taken along with particulars as mentioned in Clause nos. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

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42.24. Anti-profiteering clause -

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

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

43. INCOME TAX

Income Tax as applicable shall include in the price and will be deducted at source as TDS by OIL. Owner shall issue a Tax deduction or withholding certificate to the MPC Contractor evidencing the Tax deducted or withheld and deposited by Owner on payments made to the MPC Contractor to enable him to claim the credit of the Tax deducted or withheld by Owner.

44. STATUTORY VARIATIONS

44.1. No variation on account of taxes and duties, statutory or otherwise, shall be payable by OIL/Consultant to contractor/vendor except for GST. Any statutory variation for GST shall be payable up to contractual date of completion against documentary evidence. In case, input tax credit of GST is available to OIL/Consultant beyond Contractual completion date, the same may be reimbursed by OIL/Consultant. Any reduction in taxes and duties included in the price shall be passed on to OIL/Consultant.

44.2. For the purpose of applicability of statutory variations on GST (Goods & Service Tax) as above (including imposition of any new taxes/duties/levies, etc.) under above terms, each staggered delivery of lots (due in a specific month as per delivery schedule for bulk items) shall be considered as delivery date for the respective lot(s).

44.3. Statutory Variation in GST (Goods & Service Tax), within the contractual completion period shall be on Owner's account against submission of documentary evidence. However, in case of delay in completion beyond the contractual date, for reasons attributable to Seller, any increase in GST (Goods & Service Tax) shall be borne by Seller, whereas any decrease shall be passed on to OIL.

44.4. If the statutory variation entitles the employer to recover the amount (irrespective of contractual delivery) such amount will be recovered from any bill of the Supplier immediately on enforcement of such variation under intimation to the Supplier.

44.5. NEW TAXES & DUTIES

All new Indian taxes/duties/cess/levies notified after the date of unpriced bid opening/submission of any subsequent price implication/revised prices, but within Time for Completion/extended Time for Completion (due to reason attributable to OIL), shall be to Owner's account. These shall be reimbursed against documentary evidence. However, wherever any new taxes & duties are imposed and previous taxes & duties are abolished/discontinued, the same shall be considered on case to case basis. Further, in case of delay attributable to supplier, any new or additional taxes

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and duties imposed after Time for Completion, as above, shall be to supplier's account.

Note: wherever any price implication/revised prices is obtained from bidders after un-priced bid opening, bidder to consider any new taxes/duties/cess/ levies notified after un-priced bid opening in this price implication/revised prices.

44.6. GENERAL

- a) Any error of interpretation of applicability of taxes/duties by the contractor shall be to bidder's account.
- b) The classification of goods as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the Owner on account of any error on the part of the SUPPLIER.
- c) Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of Owner towards Payment of Taxes & Duties shall be limited to applicable GST except for the statutory variation in taxes & duties & Clause 50.3 above.

45. LIMITATION OF LIABILITY

Notwithstanding anything contrary contained herein, the aggregate total liability of Seller, excluding his liability towards infringement of patent, trade mark or industrial design rights, breach of Confidentiality, Anti-Bribery, Corruption and Conflicts of Interest, under the contract or otherwise shall be limited to 100% of value of Purchase order. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

46. CARTEL FORMATION

In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation/placement of order. EMD/Bid Security submitted by such bidder shall be forfeited and such bidder will also be put on Holiday/Negative list of OWNER barring them from bidding in future.

47. ORDER OF PRECEDENCE

The documents forming the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the Term & Conditions defined in the various documents, the order of Precedence shall be as follows:

- Contract Agreement
- Letter of Award
- Schedule of Rates
- Terms of Reference
- Technical/Material Specifications & Drawings
- Special Conditions of Contract
- Instruction to Bidders and General Conditions of Contract.
- Indian Standards
- Other applicable Standards

A variation or amendment issued after the execution of the formal contract shall take precedence over respective clauses of the formal contract and its Annexure.

48. FORCE MAJEURE

- 48.1. 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 herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade, 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.
- 48.2. Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within seventy two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 48.3. Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two hours (72) 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 days (15) 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 days (15) force majeure period unless otherwise agreed to.

49. SETTLEMENT OF DISPUTES AND ARBITRATION

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 3rd 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.

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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 INR. 5 Crore	Within 8 months
Above INR. 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.

The venue of all arbitrations will be at Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

50. NOTICES

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

Company

ED(Projects)
Projects Department
OIL INDIA LIMITED
PO DULIAJAN - 786602
ASSAM, INDIA
Email: prodproj@oilindia.

c) Contractor

e-mail id:

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

51. ROYALTY AND PATENTS

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

52. 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.

53. 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.

54. LIQUIDATED DAMAGE

CONTRACTUAL DELIVERY PERIOD

In event of of delay on the part of the contractor to deliver materials (as per Annexure- I to Special Conditions of Contract) within the stipulated delivery period Liquidated Damages (LD) at the rate of 0.5% per unit package cost, per week or part there off subject to maixum of 5% will be applicable. Liquidated damages are subject to maximum of 7.5% of the contract value.

The bidder to note that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of

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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.

It is agreed that the payment of such liquidated damages shall represent the sole remedy available to the Company in respect of delay under Contract or otherwise at law.

55. TERMINATION

- 55.1. **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** This contract shall be deemed to have been automatically terminated on the expiry of duration of the contractor the extension period, if exercised by Company under the provision of the Contract.
- 55.2. **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 48.0 above.
- 55.3. **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.
- 55.4. **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.
- 55.5. **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.
- 55.6. **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.

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END OF VOLUME I: PART 1

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VOLUME I: COMMERCIAL
PART II

BID EVALUATION CRITERIA (BEC)

PREAMBLE:

The bid shall conform generally to the specifications, 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 :

- 1.1 Bidder should have successfully supplied, installed and commissioned one Instrument/Utility Air System with minimum design capacity of 800 Nm³/hr for Oil & Gas installation/Refinery/ Petrochemical/ pipeline transmission/Chemical Plant project in last 5 (Five) years to be reckoned from the original bid closing date, under one single contract.
- 1.2
 - a) Packaging of the equipments under 1.1 shall have to be carried out in India.
 - b) Indian Bidders can buy the equipment and take required technical support from their overseas Parent/Subsidiary Company (ies) for Packaging the Product in India.
 - c) The Indian Bidders can also use the credentials of their overseas Parent/Subsidiary to meet the experience criteria as per 1.1 above.
- 1.3 Bidder should have In-House engineering capability.
- 1.4 Documentary evidence in support of the above works in the form of Purchase Order or Work Order and Work Completion Certificates or Commissioning certificate from the client(s) is to be submitted, failing which the offers will be rejected. The bidder shall give information about similar work executed during the past five years (05) from original bid closing date, indicating the following details.
 - Purchase Order/ Work Order
 - Value of Contract
 - Scope of Work
 - Completion time as stated in Contract (months)
 - Actual Completion time (months) with reason for delay, if applicable
 - Name & Contact address of client/end user
- 1.5 **BIDS FROM CONSORTIUMS ARE NOT ACCEPTED. BIDS FROM JOINT VENTURES NOT ACCEPTED.**

Note 1: In case more than one contract are emanating against one tender/RFQ, these contracts/orders are to be considered as single contract/order for evaluation of credentials of a bidder for meeting their experience criteria.

Note 2: In case the bidder is an Authorized dealer / Authorized distributor / of original equipment manufacturer the bidder shall satisfy the above Technical Criteria and shall submit a valid authorization certificate/letter issued by the original equipment manufacturer confirming the bidder's status as their authorized dealer/distributor to sell their products with proper warranty/gaurentee in India and such certificate/letter shall be valid for the entire contract period.

Note 3: If the bidder is procuring Instrument Air Package from subvendor, then bidder shall provide an undertaking from the sub vendor for provision of services for five (05) years for the package(s) supplied.

2.0 FINANCIAL CRITERIA:

- a) **Annual Turnover of Bidder:** The Annual Financial turnover of the Bidder in any of the three (3) preceeding Financial / Accounting Years from the original bid closing date (BCD) must be equal or more than INR 3.25 Crores as per Audited Annual Financial Reports.
- b) **Net Worth:** The financial Net Worth of the Bidder must be **Positive** networth for the preceding Financial/Accounting year from the original bid closing date.
- c) **Working Capital Requirement:** The Working Capital of the Bidder must be minimum INR 0.65 Crores in the preceding Financial/Accounting year from the original bid closing date.

Note 1: Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net Worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that the balance sheet/Financial Statements for the financial year (as the case may be) have not been audited so far.

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

- i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number-FRN), certifying the Annual turnover & Net worth.

AND

- i) 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 to provide documentary evidence for the same.

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 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, qualification and experience certificates.
- (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 (Section-II) of the bidding document, during last five (05) years prior to the bid closing date of the tender.
- (d) Reference address under which last service provided. 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. 1.1 to 1.3 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 BEC 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 systems 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 Validity of bids shall be minimum 4 months (120 days). Bids with lesser validity will be rejected as being non-responsive.

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- 4.4 Bid without original Bid Security and confirmation regarding submission of bid security as per para 9 of Volume I - Commercial -Part I - ITB shall be rejected.
- 4.5 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.
- 4.6 The authenticity of digital signature shall be verified through authorised CA after bid opening and in case if the digital signature is not authorised, the bid will be rejected.
- 4.7 Bids received through the e-procurement portal shall only be accepted. Bid not submitted in compliance with special methods of submitting system mentioned in 4.1 above (wherever applicable) will be rejected. Bids received in any other form shall not be accepted.
- 4.8 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.
- 4.9 Physical Bids, if any received from the bidders, shall not be considered and will be rejected.
- 4.10 Bids submitted after the Bid Closing Date and Time will be rejected.
- 4.11 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.
- 4.12 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative.
- 4.13 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 initialled by the person or persons who has/have digitally signed the Bid.
- 4.14 Any Bid containing false/incorrect statement will be rejected.
- 4.15 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.
- 4.16 Bidders shall quote directly and not through their Agent/Representative/Retainer/Associate in India.
- 4.17 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) Delivery / Completion Schedule
 - xi) Period of Validity of Bid

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 Volume I- Commercial Part III, Section 2, Annexure II.
- 5.3 The MPC Contract will be signed with successful bidder for Engineering, Procurement and Supply of Modular Instrument Air Package.
- 5.4 The MPC Contract Price shall be calculated as follows:-
 - a) Grand Total Prices quoted in the Schedule of Rates/Prices (Form SOR/P)
 - b) Goods and Services Tax (GST): The GST amount obtained by multiplying the quoted Grand Total price in the Schedule of Rates/Prices (Form SOR/P) with the prevailing rate of GST as on the Bid Closing Date is to be considered for purpose of evaluation of Bid.
 - c) Total Lump sum MPC Price = (a) + (b) shall form the MPC Contract Value

6.0 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.
- 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.
- 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.

7.0 CUSTOMS DUTY :

The supplies under this Contract shall be carried out in PEL/ML areas of the Company (OIL) which have been issued or renewed after 01/04/1999 and therefore, Customs Duty on the imports under this Contract presently shall be Nil. Bidders should take note of the same while quoting. No Customs Duty is therefore considered for evaluation of bids.

8.0 PURCHASE PREFERENCE CLAUSE:

8.1 Purchase Preference to Micro and Small Enterprises:

- 8.1.1 Purchase Preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME.
- 8.1.2 In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.
- 8.1.3 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.
- 8.1.4 In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.
- 8.1.5 DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:

Copy of valid Registration Certificate to be submitted, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar Memorandum (UAM) or any other body specified by Ministry of MSME. MSEs Units (manufacturers/ Service Providers only and not their dealers /distributors) irrespective of monetary limit/capacity and category of registration are eligible for price preference provided that certificate issued by the relevant agency is valid (wherever validity is specified in the certificate) on the date of Bid Closing Date.

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.

9.0 PURCHASE PREFERENCE LINKED WITH LOCAL CONTENT : NOT APPLICABLE

VOLUME-1 Part-3
SECTION-I

TERMS OF REFERENCE & TECHNICAL SPECIFICATIONS

 ऑयल इंडिया लिमिटेड Oil India Limited INCORPORATED IN INDIA	MODULAR PACKAGE CONTRACT (MPC-4) Engineering, Procurement, Fabrication and Supply of Modular Instrument Air Package for OCS, Nadua and GGS, East Khagorijan IFB No. CPI1622P20	
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VOLUME-1 Part-3

SECTION: I

TERMS OF REFERENCE & TECHNICAL SPECIFICATIONS

1.0 INTRODUCTION:

OIL INDIA LIMITED (OIL) a Government of India Enterprise, proposes to construct two number of Surface Production facilities primarily for separation of Oil, Gas & Water and processing of non-associated & associated gas in its producing field at Nadua and East Khagorijan. The installation will be constructed on Modular design concept with emphasis on skid mounted prefabricated facilities minimizing civil construction work at site to the extent possible as per functional specifications of various process/utility packages. Instead of permanent civil buildings, containerized offices/structures will be preferred.

KAVIN ENGINEERING AND SERVICES PRIVATE LIMITED (Consultant) has been appointed as Engineering Procurement Construction Management Consultant for construction of surface production facilities Oil Collection Station (OCS) at Nadua and Group Gathering Station (GGS) at East Khagorijan, in upper Assam.

The NADUA (OCS) oil field is located near Dibrugarh town in Assam. The field is presently producing from 04 Nos. of wells through a QPS (Quick Production Setup). Considering the potential of the field, it is envisaged that Oil production is expected to rise to a level of 1200 KLPD from 15 HP wells and 15 LP wells. Associated Gas is expected to be around 0.2 MMSCMD. Oil India Limited proposes to construct an Oil Collecting Station (OCS) at NADUA to cater to the production in that area. It is also expected that the field will produce about 800 KLPD of water along with the 1200 KLPD of crude, so the plant will be designed for handling 2000 KLPD of total well fluid.

The East Khagorijan (GGS) field is located near Dibrugarh town in Assam at a location approximately 200m south (aerial distance) of Loc# TAI at 27°32'N 95°09'E approx. Elevation 121 m MSL. The field is presently producing from 02 Nos. of wells through a QPS (Quick Production Setup). Considering the potential of the field it is envisaged that Oil production is expected to rise to a level of 1000 KLPD from 06 HP wells, 06 LP wells and 06 Non Associated Gas wells. Associated Gas is expected to be around 0.1 MMSCMD. The East Khagorijan gas field is expected to produce about 1 MMSCMD of non-associated natural gas from this area. It is also expected that the field will produce about 800 KLPD of water along with the 1000 KLPD of crude, so the plant design will be for handling 1800 KLPD of total well fluid. Oil India Limited proposes to construct a Group Gathering Station (OCS + FGS) at East Khagorijan to cater to the production in that area.

Pipelines carrying well fluids to the proposed surface production facilities and pipelines transporting dry crude, separated gas, treated water from the facilities are not in the project scope.

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1.1 SUBJECT:

OIL is in the process of development of surface production facility in Nadua and East Khagorijan. As a part of this development scheme, OIL desires to procure **Modular Air Package** providing Instrument air, Utility air for Oil Collection Station(OCS) at Nadua and Group Gathering Station (GGS) at East Khagorijan in Upper Assam, India.

1.2 SITE DETAIL: Nadua & East Khagorijan

Location:

Nadua is a village in Panitola Tehsil in Dibrugarh District of Assam State, India. It is located 20 KM towards East from District headquarters Dibrugarh and 426 KM from State capital Dispur. East Khagorijan is close to Chauba town, located 11km from Chabua Railway station.

Dibrugarh Town Rail Way Station is major railway station 23 KM near to Nadua

Airport: Nearest airport Dibrugarh

1.3 FIELD DETAILS

Nadua and East Khagorijan are Oil producing fields with associated gas. East Khagorijan produces non-associated gas also. Nadua production facility will be connected to 15 LP well and 15 HP wells and will produce 2000 KLPD fluid, out of which 1200 KLPD will be crude. East Khagorijan will be connected with 6 LP wells, 6 HP wells, 6 Non-Associated Gas wells. East Khagorijan will produce 1000 KLPD crude and 1 MMSCMD of non-associated gas.

2.0 OBJECTIVE:

This document specifies the scope and schedule of work to be performed by the MPC contractor for the supply of Containerized Instrument / Utility Compressed air system package for each field (Nadua & East Khagorijan). Modular Package Construction (MPC) Contractor shall supply in accordance with the given Terms of Reference, guidelines, instructions etc.

The equipment's which are to be supplied for this facility, Nadua and East Khagorijan shall be latest, suitable, appropriate & proven technology. The proposed installation is designed to meet all the latest and relevant standards for QHSE-ISO and ISRS (International Safety Rating System), OMR (Oil Mines Regulations) 2017, IE Rules, OISD (Oil Industry Safety Directorate), DGMS guidelines (Director General of Mines and Safety), Ministry of Environment and Forest (MOEF), Central & Assam Pollution Control Board and any other relevant laws, by-laws, or Acts in force, etc.

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3.0 SCOPE OF SUPPLY FOR FACILITIES IN NADUA AND EAST KHAGORIJAN

The Scope of supply involves package engineering, procurement, fabrication of plant air system package required for OCS Nadua and GGS East khagorijan including transportation and delivery of complete package/skid to respective site. The Scope of supply is not limited to the below mentioned items, MPC Contractor shall supply all required items for the satisfactory operation of the unit.

The scope of work described below is for one facility, the second facility follows the typical arrangement.

3.1 INSTRUMENT AIR / UTILITY AIR SYSTEM

Instrument air / utility air compressor shall be designed for the total capacity of 800 Nm³/hr at 8.8 kg/sq.cm (g) pressure at the battery limit. The Quality of the Instrument Air shall be in accordance with the 'ISA 7.0.01 Quality Standard for Instrument Air'.

- a) Three (3) nos. of Rotary screw compressor, oil free, air cooled type driven by AC electric motor (2W+1S) of capacity 400 Nm³/hr each. PLC based control panel with associated piping and instrumentation shall be provided for the Compressor.
- b) Each Compressor shall be complete with individual inter cooler, after cooler, lube oil circuit with pumps & oil cooler, air inlet silencer & filter etc.
- c) Two (2) nos. of Air Dryer Heatless type 2 x 100% (1W+1S) with pre-filter and After-filter for each air drier. Local control panel for each dryer.
- d) Two (2) nos. of Instrument air receiver and each vessel shall be sized for 5 minutes residence time between normal and minimum supply pressure for instrument air capacity of 300 Nm³/hr.
- e) One (1) no. of Utility air receiver sized for 5 minutes residence time between normal and minimum supply pressure for utility air capacity of 100 Nm³/hr.
- f) Compressor and Dryer package shall be containerized. Rain protectors shall be installed above the Container openings in order to prevent rainwater ingress.
- g) Ventilation system, duct arrangement for dispatch of Hot air from Compressor etc. as required for Containerized Compressor package shall be provided.
- h) Complete interconnecting piping, valves, instruments etc. from Compressor outlet to Air dryer and Utility air receiver and Dryer outlet to Instrument air receiver. Piping battery limit shall be Instrument air receiver outlet piping to skid edge, Utility air receiver outlet piping to skid edge.
- i) Fire fighting system including fire extinguisher as per OISD-STD-189 requirements and shall be of standard capacity as per IS 15683, IS 2878 & IS 10658.

The complete system including equipments, pipes, instruments etc. shall be pre-fabricated and assembled at shop as a single skid and transported in container. If skid size exceeds the transport regulations, then the same shall be split suitable for road conditions of Assam. The skid fabrication at the site shall be avoided. The

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overall skid dimension shall not exceed the dimension specified in Plot plan attached in Volume-II.

3.2 GENERAL

- a) Complete equipment, piping, fittings, valves, instruments and controls, supports, structures within the Compressor package etc.
- b) Complete electrical system required for satisfactory operation of the unit including earthing design, preparation of detailed drawings, manufacture, testing.
 - Power and control cabling, cable trays and tray supports
 - Local control station (as applicable)
 - Lighting & small power sockets and distribution boards
 - Earthing protection system
 - Junction boxes (Where required)
 - Cable glands
 - Local AC UPS distribution
 - Local DC UPS distribution
- c) Surface preparation and painting
- d) Supply of Anchor bolts for the complete package as required and steel foundation template for Anchor bolt fixation.
- e) Shop inspection and testing, Factory Acceptance Tests (FAT), Site Acceptance Test (SAT)
- f) Packing, marking and forwarding
- g) Spares and Special tools
 - Supply of Start-up spares as required during start-up and commissioning
 - Supply of Maintenance tools and tackles including special tools
- h) Price list of recommended spares for smooth operation of the system / equipment for a minimum period of 2 years.
- i) Noise level of the equipments shall be 85 dBA @ 1m distance from periphery of the equipment.
- j) Process / Performance Guarantee
- k) Access platforms, ladders, stairways, handrails etc as required

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- l) List of consumables and First fill of Lubricants for the complete package. Additional top-up quantity as required during commissioning period and PGTR of 1 month shall also be supplied.
- m) Process / Performance Guarantee
- n) Commissioning Assistance at Site
- o) Guarantee to Meet all HAZOP, SIL and Safety Operational Requirements

3.3 AREA CLASSIFICATION

The complete Compressor package is located in SAFE area.

3.4 PACKAGE RESPONSIBILITY

The Package responsibility shall rest with the MPC Contractor, who shall be responsible for the complete Package including Compressor, Air dryer, Receiver, associated auxiliary system etc.

3.5 SPARE PARTS PHILOSOPHY:

MPC contractor shall provide Spares necessary for Start-up and Commissioning, Special tools as part of the offer.

Price list for 2 years operation and maintenance spares shall be submitted along with the offer. Prices for these spares shall not be taken into consideration for evaluation of Contractor's offer. This price list will be utilized during the award of O&M Contract at later stage.

4.0 MPC BATTERY LIMIT

- a) All the package equipment described in the scope of supply shall be in the scope of the MPC contractor. The design, procurement and fabrication within the package shall be under the scope of MPC contractor. All piping, cable tray, etc., Tie-in shall be terminated at the package edge.
- b) Refer "P&ID of Instrument / Utility Air system" attached in Volume-II, Section-III for detailed scope of battery limit of the MPC contractor.
- c) MPC contractor's scope of supply for electrical cable tray shall be terminated at package tie-in. Power cables for motors and incomers for distribution boards inside package shall be sized and directly terminated by others.
- d) Providing UPS power supply for Instrumentation & Control, Control Panel at one tie-in-point specified by the MPC contractor will be provided by others.
- e) Providing lighting power supply to the designated connection point of the lighting DB as specified by the MPC contractor will be provided by others.
- f) Utility water (If required) connections will be provided at one single tie-in point location at the package edge, further internal piping distribution within the package shall be under the scope of the MPC contractor.

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- g) All interconnecting pipe, cable tray tie-in co-ordinates location shall be mutually agreed between the MPC contractor and EPCM consultant. The same shall be provided in the tie-in register by the MPC contractor.
- h) The plant air system package shall be installed on the concrete pedestal / foundation. The inputs required for design, construction of civil foundation shall be provided by the MPC contractor in a timely manner. The civil design & construction scope will be by others.

5.0 MODULAR PACKAGE DESIGN CONCEPT:

- a) The plant air system facilities involved in the Nadua and East Khagorijan plant to be pre-fabricated and transported as Modular skid in Container. The dimension of skid shall be selected in such a way to be transported as a standard size of the container.
- b) The plant air system facilities should involve designing the systems into portable Containers. These skids should be self-contained units which can be stacked or rearranged in different formations to add or to form entire plants.
- c) The modular package shall be transportable via roads of Assam and to the plant locations. The regulation of road safety shall be met by the package supplier.
- d) The skid fabrication at site shall be avoided by the package supplier.
- e) Civil work i.e. foundation for the Containerized skids shall be done by others based on the inputs given by the package supplier.

6.0 PACKAGE ENGINEERING:

MPC Contractor shall carry out the package engineering as detailed below:

- a) The design life of the complete package shall be minimum 20 years.
- b) MPC Contractor shall develop package engineering based on the design basis, specifications, drawings, etc. attached in Volume-II. Basic engineering documents provided are for guidance and are minimum / indicative only. It is the responsibility of the MPC contractor to develop any missing information based on good engineering practices for completing the project in all respect meeting quality requirement and desired level of operational efficiency. The successful MPC Contractor shall carry out package engineering over and above of that mentioned in the tender, required to deliver the package with no extra cost. All such activities shall be vetted by EPCM consultant /OIL.
- c) MPC Contractor shall carry out design and fabrication of plant air system as per latest codes & standards.
- d) Equipment engineering shall include but not limited to the Preparation of drawings as per Basic Engineering provided, defining major equipment, giving the layout of equipment with sections and elevations, wherever necessary for equipment engineering as per the statutory guidelines. The proposed facilities shall be designed and executed on modular concept by MPC contractor.

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- e) MPC contractor shall attend the overall plant HAZOP/SIL study workshop, which will be conducted by other process package MPC Contractor. MPC-4 contractor shall implement the HAZOP/SIL study recommendation for their part of scope without any additional cost and time impact.
- f) Package engineering phase shall include submission of HSE plan and Quality assurance plan, procurement plan, fabrication drawings, steel frame, drawings & datasheet for Equipment, instruments, piping, etc.
- g) MPC contractor has to prepare and submit documents, drawings, fabrication drawings, As-built drawings, calculations and information as requested in the tender document for review / approval and information. Manufacturing process shall only be carried out based on the drawings / documents approved by the EPCM.
- h) MPC contractor to ensure that the plant air packages are sized and located in accordance with the overall plot plan attached in the Volume-II. The design of the modular package shall not exceed the package size specified in the overall plot plan.
- i) MPC contractor shall design the modular package considering the approaches for maintenance, emergency evacuation, fire fighting etc.

7.0 TECHNICAL REQUIREMENTS:

7.1 GENERAL

- a) All possible efforts have been made to establish a link between the Basic Engineering, Scope of work, Design basis, Standard Specifications, Standards and Drawings so that the MPC contractor has clear cut frame work of guidelines within which the package engineering would be performed. Despite this, it may still be required to apply judgment and reason to certain areas based on experience and sound engineering practice to achieve desired results.
- b) MPC contractor must understand and undertake clearly that it is the sole responsibility of the MPC contractor to complete all works in all respect leading to mechanical completion and make the plant ready for commercial operation. Codes and standards included shall be followed and considered as the minimum requirement.
- c) In case of any conflicting requirement of various chapters, which are part of this document following order of priority shall govern in general.
 - Basic Engineering Design Package
 - Local regulation
 - Codes & standards

However, in case of conflict, it shall be referred to EPCM for clarifications and the decision of EPCM consultant shall be final and binding on the MPC contractor without any cost and time implications.

- d) The requirement of any statutory body like Chief Controller of Explosive (CCE), Nagpur, India, Environmental Clearances, Factory Inspector, and Director General of

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Civil Aviation Authority (DGCA) etc. shall govern where these are more stringent than the requirement specified above.

- e) Although the scope of work has been defined package wise, the MPC contractor would be required to interact with other agencies working in the adjoining areas. It is essential to coordinate the interface directly or through EPCM consultant as and when required to attain unhindered and smooth completion.
- f) The coordinates at the battery limits will be provided later, same shall be accommodated without any cost/time implication by the MPC contractor.
- g) MPC contractor shall submit the progress report every month or mutually agreed intervals.
- h) The technical evaluation of the bid shall be based on review of deviations, scope of work and selection of efficient equipment. Critical and long delivery items may however be reviewed to ensure pre-selection of vendors before award of work.
- i) After award of Contract, the MPC contractor shall furnish discipline wise detailed index of all drawings and documents, indicating schedule dates of submission.
- j) MPC contractor shall submit updated discipline-wise drawing index fortnightly, so that the error in Manufacturing on previous revision could be avoided. Manufacturing shall not be carried out with advance revision, not reviewed by EPCM Consultant.
- k) The fire protection and fire fighting facilities shall conform to OISD 189, OMR, NFPA, IS standards.

7.2 PROCESS

The process design condition shall be in accordance with the requirements specified in “Process Design Basis” and P&IDs

7.3 PIPING

- a) Piping design shall be in accordance with project piping design basis
- b) MPC Contractor shall prepare the Equipment Layout, within the specified area for Air Compressor package in the Overall Plot plan attached in Volume-II Technical.
- c) The piping layout shall be prepared for the complete system supplied by the MPC Contractor taking consideration of operability, safety of installations, ease of maintenance and construction etc. MPC Contractor shall provide inputs and drawings in native file format required for 3D Modeling preparation.
- d) 3D model ‘STEP file’ for Critical equipments such as Compressor, Air dryer etc. shall be provided to EPCM by MPC Contractor. The 3D model file shall match with the dimensions of the specific Equipment Model supplied for the project. EPCM shall prepare the 3D Modeling based on the provided documents.
- e) Model review will be conducted stage by stage which is from 30%, 60% and 90% review during package engineering phase at EPCM consultant location. MPC Contractor shall attend the review and provide required clarification as necessary.

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MPC-4 Contractor shall implement any correction/change in pipe routing if required, at the outcome of the review.

7.4 MECHANICAL

- a) The mechanical equipment shall be designed and fabricated in accordance with the requirements specified in ‘Specification for Compressor’ and relevant codes & standards.
- b) Design of pressure vessel shall be performed based on ASME SEC VIII Div.1 and specification for unfired pressure vessel.

7.5 INSTRUMENTATION

The selection of instrumentation and control equipment shall be in accordance with the requirements specified in “Functional Specification for Package Instruments”.

7.6 ELECTRICAL

The selection of electrical equipment shall be in accordance with the requirements specified in “Specification for electrical requirements for MPC-4 Package”.

7.7 STRUCTURAL

MPC contractor shall provide frame arrangements and details, foundation loading for access platforms, pump, ladders, stairways, handrails etc. within the package as required. MPC contractor shall refer the “Package specification for Structural works” for Structural design. MPC contractor shall provide the input required to design foundation for the package in early stage to start up the civil activity.

8.0 MINIMUM DELIVERABLES

List of documents to be submitted by MPC contractor during MPC Contract phase for review / approval by EPCM consultant / OIL [after award of contract] is listed below.

Documents specified below are minimum requirements. MPC Contractor shall submit any other documents / drawings required for the completion of the project as per EPCM instruction.

S. No.	DOCUMENT DESCRIPTION
PROJECT MANAGEMENT	
1	Document Control Index (DCI)
2	Organization Chart
3	Project schedule
4	Procurement & Manufacturing schedule
5	Progress Report (Weekly and Monthly)
6	Spares list (Commissioning & start-up, Price list for 2 years operational spares)

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S. No.	DOCUMENT DESCRIPTION
7	Special tools & Tackles
8	First fill of Lubricants
9	List of Sub-Vendors
10	Unpriced purchase order along with specification
MECHANICAL	
1	Technical data sheet for Compressor, Receiver, Air dryer etc.
2	General Arrangement Drawings with dimensions, BOM, material of construction, instruments, weight, handling item details etc. for all equipment within the package
3	Vessel Design calculation
4	GA of Containers
5	Equipment list
6	Manual Valves and Piping Speciality MTO
7	Equipment Performance Curves and Data
8	Material Handling Study & Report
PROCESS	
1	Line List
2	Alarm & Trip Schedule
3	Utility Consumption Schedule
4	Line sizing calculations
5	PSV sizing calculations
6	Process Utility Flow Diagram – Instrument air/Utility air system
7	Piping & Instrumentation Diagram – Instrument air/Utility air system
PIPING	
1	Equipment Layout Plan & Elevation
2	Tie-In Register
3	MTO for Piping and Appurtenances

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S. No.	DOCUMENT DESCRIPTION
4	Piping GA plan & Elevation
5	30% Model Review Close out Report
6	60% Model Review Close out Report
7	90% Model Review Close out Report
8	Fabrication Isometrics
ELECTRICAL	
1	Electrical load list
2	Electrical material take-off
3	Electrical equipment list
4	Tie-in point schedule
5	Electrical cable schedule
6	Lux calculation
7	Data sheet for distribution boards
8	Data sheet for motor
9	Data sheet for local control station
10	Lighting and small power layout
11	Lighting and power panel distribution diagram
12	Earthing layout
13	Cable tray / trench routing layout with cable fill report
INSTRUMENTATION	
1	Instrument Data Sheets
2	Instrument Index
3	I/O List
4	Instrument Cable Schedule
5	Instrument and Junction Box Location Layout
6	Instrument Process Hook ups Detail
7	Instrument Cable Tray Layout
8	Junction Box Construction Diagram

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S. No.	DOCUMENT DESCRIPTION
9	Junction Box Wiring Diagram
10	Level Sketches
11	Instrument Earthing Layout
12	Instrument Cable Block Diagram
13	Instrument Bulk MTO
14	Interconnection Diagram
15	Loop Diagram
16	Logic Diagram
STRUCTURAL	
1	Design Report for Module Package
2	Structural Beam Layout and Details
3	Equipment Support Layout and Details
4	Secondary details (ladder, staircase, handrails etc.,)
5	Module Lifting Layout and details
6	Transportation beam Layout and Details
7	Weight Control Report
8	Foundation loading Diagram
QUALITY CONTROL	
1	Inspection, Testing & Quality plan and Procedure
2	Material Certificates for Supplier's/Contractor's Materials & Mill Certificates
3	WPS & PQR, Welder Qualification Records
4	NDT requirements/procedure & record
5	Painting/Coating Procedure & Result
6	Test Procedure & Report (Including FAT / SAT)
7	Shop & Fabrication Inspection Plan
8	Manufacturer Inspection Final Books
9	Material Traceability Reports

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S. No.	DOCUMENT DESCRIPTION
MDR (MANUFACTURER DATA RECORD)	
1	Operating & Maintenance manuals and catalogues
2	Lubrication schedule
3	Priced spare parts list with part no. and Interchange ability record
4	Spare parts list & Special tools list
5	Packing, Transportation, Storage and Installation procedure
6	As-built document, drawings & manuals

MPC Contractor shall maintain an up to date drawing & document register and monitor drawing & document issued. This register shall list all drawings & documents used in the design and construction. The drawing register shall be a controlled document and shall be kept updated / revised and shall be issued on A3 / A4 size sheets.

9.0 DOCUMENTATION

MPC contractor shall follow the documentation procedure as mentioned below for the drawings / documents submitted for EPCM consultant approval and records.

- MPC contractor shall follow the drawing / document template as per the format provided by the EPCM.
- Drawing and documentation are only accepted by the EPCM when signed by the MPC contractor as checked and approved in the coversheet.
- All the drawings (package engineering) & documents have to be prepared by the MPC contractor in a presentable manner with all texts in the English language.
- Drawings shall show all necessary dimensions and details required for interface information and installation.
- Required clearance for maintenance and weight / dimension of heaviest single piece item to be handled shall be indicated in the drawing.
- MPC contractor shall submit major documents and drawings containing interface information for the EPCM consultant approval according to the minimum document requirement list but in any case prior to start of manufacturing.
- All revised drawings and documents shall clearly show revision cloud, revisions with the issue date and the MPC contractor's checked and approval signature.
- Drawings shall be in AUTOCAD format, other documentation shall be in Microsoft Office format (Excel / Word / Power Point / Access).

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- Drawings, documentation and certification requiring an independent certifying authority to approve shall be done at the vendor's initiation, direction and expense.
- All final drawings, manuals and computer based training information for the MPC contractor's equipment (i.e.: operation and maintenance manuals) shall be provided. Further details are specified within the minimum document requirement list.
- MPC contractor shall provide six (6) sets of final approved documents and laminated drawings and 3 sets of soft copies (2 copies in CD-ROM and 1 copy in Flash Drive) of all the Final/As-Built documents listed in the minimum document requirement list.
- The Supplier, and his sub-supplier, shall operate a quality system satisfying the applicable provisions of BS5750/ISO 9000 (series). A detailed quality plan shall be provided with the bid.
- The EPCM consultant reserves the right to carry out quality and technical review at both supplier's and sub-supplier's works.

10.0 STATUTORY APPROVALS

It is the responsibility of MPC Contractor to meet all the requirements of Statutory approvals, within the quoted rates. Documents, drawings, forms, affidavits etc required for the Statutory approval shall be prepared and submitted by the MPC contractor.

11.0 PROCUREMENT

The scope of work of MPC Contractor is composite in nature which contains broadly:

- a) All Major bought-out items shall be sourced from reputed manufacturer, before placing order necessary PTR of the Sub-vendor shall be submitted for EPCM review and approval.
- b) Factory Acceptance Tests (FAT) shall be as per approved QAPs.
- c) The MPC Contractor shall carry out Inspection and expediting services for all the bought-out items for the package and submit the inspection reports to EPCM review.

12.0 MATERIAL CODING:

MPC contractor shall provide unique asset code for every individual equipment / item in their scope of supply.

13.0 QUALITY CONTROL:

Owner/EPCM reserves the right to appoint independent Third Party Agency for quality control/quality surveillance of materials and fabrication activity.

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14.0 INSPECTION AND TESTING

- a) Detailed quality control Plan (Inspection Test Plan) shall be submitted to EPCM consultant for approval before starting the fabrication work. All inspections / tests / Certificates shall have approval of EPCM consultant.
- b) MPC contractor shall provide the certification of material compliance in accordance with EN 10204, Type 3.1 for all materials used in pressure parts and EN 10204, Type 2.2 for non-pressure parts.
- c) The testing and inspection shall be in strict accordance with the design code requirements and OIL/EPCM approved ITP.
- d) The right to witness all inspection and Non-Destructive Test from raw material certification till final stage of inspection is reserved by EPCM /OIL and their TPI agency.
- e) All test procedures shall be forwarded to the EPCM for review / approval.
- f) EPCM / OIL will inspect the various equipment and machinery during the various stages of construction and tests at the manufacturer's works.
- g) MPC contractor shall intimate EPCM consultant / OIL, the location and date of inspection before fifteen (15) days.
- h) The inspector may at his discretion examine the following
 - Materials of construction of standard parts prior to start of work
 - Quality of casting or machined parts
 - Complete or part assembled units
 - Functional testing and simulation of control system including local control panel.

15.0 PAINTING

- a) Painting covers the general requirements like surface preparation, painting, application sequence, colour codes etc.
- b) Paint selected shall be such that they should be able to withstand all weather conditions as well as atmospheric conditions of the plant area.
- c) Painting of entire installation including, equipment, piping, structure, and all other facilities in the Modular package.
- d) The Paint Material, colour coding, Procedure of application, Selection etc. shall be as per specification for surface preparation and painting.

16.0 MARKING

In case the package is necessary to separate into different parts for the transportation all components and subassemblies shall be carefully identified and match marked to prevent any error in assembly.

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All loose components such as studs, nuts, washer, gasket etc., shall be packed in creates and shall be marked for the project, consignee, consigner, job number, item number, order number, gross and net weight, dimensions etc. A copy of loose component list shall be enclosed in a water tight envelope.

Additional indications such as North / East / South / West along with (COG) centre of gravity shall be clearly marked with white paints.

Equipment / piping which have been post weld heat treated or have an applied lining, e.g. lead glass, rubber etc., shall have a suitable warning printed on the visible portion on the outside of equipment / pipe.

17.0 TRANSPORTATION

MPC Contractor shall arrange to transport the skid mounted package equipment to site location at Nadua and East Khagorijan (Dibrugarh district) of Assam. The MPC Contractor shall consider the limitation of transportation dimension to site as follows.

- The dimensions of any skid shall not exceed the standard ISO container size (for any mode of transportation):
- The total weight of any skid shall not exceed the weight limitation of the “Ministry of road transport and highways and transportation mode.

MPC contractor to undertake route survey, arrange and provide all loading/unloading facilities, transportation of entire skid to Contractor’s premises including all roll on, roll off facilities, crane(s), labour etc.

18.0 INSTALLATION AND COMMISSIONING SUPERVISION

MPC Contractor shall supervise the site execution work i.e. hook-up of skids, erection, installation, commissioning and PGTR of the complete system at each site, to ensure soundness of erection and installation by providing adequate qualified experienced engineers.

The duration of PGTR will be one (1) month.

19.0 TRAINING

MPC Contractor has to provide training for operation and maintenance for the modular packages they are supplying to Owner’s personnel. Prices for Training and for clause no. 18 shall be included in item no.1 of SOR/P in Annexure to SCC.

20.0 TECHNICAL COMPLIANCE

MPC Contractor must furnish answers/clarifications/confirmations of all the following queries and submit along with offer. MPC Contractor shall indicate the reply in the space provided in the Technical Questionnaire. In case space provided is not adequate, the reply may be furnished separately under suitably numbered annexure /attachments duly referred against the comment/query.

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The Compliance Statements/Queries are required to be categorically confirmed /answered by the bidder and the completely filled in Tech Questionnaire shall be submitted together with the Bid.

Sl. No.	COMPLIANCE STATEMENT/ QUERY	MPC CONTRACTOR'S CONFIRMATION/ ANSWER
1	MPC contractor to note that the scope of supply / work consists of 2 (Two) units, which are located at different locations at Nadua and East Khagorijan, Assam. Confirm that all requirements for each location are taken care without any deviations.	
2	Confirm that all requirements as per tender documents including Terms of Reference, Design basis, Volume-II - technical documents and Codes & Standards shall be complied without any technical deviation. Deviations, if any against the above mentioned documents shall be duly consolidated under deviation list and submitted for EPCM approval. In case no deviations are furnished, it shall be construed that MPC contractor's proposal is in total compliance to tender document requirements.	
3	Any deviations/deletions/corrections made elsewhere in the body of the bid (on specs etc.) other than deviation list will not be taken cognizance of and all such deviations shall be deemed to have been withdrawn by the MPC contractor. Confirm compliance.	
4	MPC contractor to confirm compliance to Piping Material Specifications and Valve Material Specifications given in the tender document.	
5	Equipment data sheets, performance data for the selected vendor/ equipment model shall be subject to OIL/EPCM approval, during package engineering. Confirm compliance.	
6	Compliance of MOC for equipment / components as per Volume-II specifications or superior MOC if required for the package shall be offered.	
7	Compliance to supply the Compressors & Air dryer in Containers pre-fabricated at shop including piping, valves, instrument & electrical items etc. and transported. No site work is allowed.	

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Sl. No.	COMPLIANCE STATEMENT/ QUERY	MPC CONTRACTOR'S CONFIRMATION/ ANSWER
8	Dimension of skid shall be complied in accordance with the Overall plot plan attached in Volume-II. Any changes in the size and no. of skids shall be submitted for EPCM approval before order finalisation. Any changes in post order shall not be accepted. MPC contractor to confirm.	
9	Confirm that technical particulars of each LV motor of the package have been furnished on LV Motor Data sheet.	
10	Confirm to furnish filled up electrical load data sheet.	
11	Confirm that all electrical equipment shall be provided with valid type test certification from agency such as CMRI / BASEEFA / UL / FM / PTB / LCIE or equivalent.	
12	All FLP / WP cable glands shall be provided for each electrical equipment.	
13	Confirm inclusion of Structural platforms, ladders / stairs, handrails, support as required for the package etc.	
14	Confirm inclusion of anchor bolts & Steel foundation template for anchor bolt fixation.	
15	MPC contractor confirm to furnish the schedule of submission of drawings, documents during kick-off meeting after order placement. Drawing / documents schedule shall be in compliance with clause no.8 of Terms of reference.	
16	Confirm that MPC Contractor and Sub-vendor are meeting the equipment qualification criteria Requirements. Confirm Compliance.	
17	Confirm that all requirements as per Performance Guarantee shall be complied	
18	Confirm that guarantee / warranty of each equipment are included in MPC contractor's scope of work.	
19	All fire extinguishers shall be I.S.I marked / UL listed.	

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Sl. No.	COMPLIANCE STATEMENT/ QUERY	MPC CONTRACTOR'S CONFIRMATION/ ANSWER
20	MPC contractor to confirm that the requirement of surface preparation, primer and finish paint shall be as per painting specification. Normal corrosive environment shall be considered while referring to painting specification.	
21	Confirm that all Inspection & Tests as required for each equipment, as per Volume-II, Site acceptance test and Codes & standards referred to have been included by the MPC contractor in their proposal. Inspection and testing shall be carried out as per OIL/EPCM approved QAP / ITP.	
22	Confirm that all consumables, chemicals, first fill of lubricants etc. for initial charge including commissioning & PGTR period have been included in the MPC contractor's proposal.	
23	Confirm that Erection & Commissioning Spares as required for each equipment have been included by the MPC contractor in their proposal. Further, in case any spare is consumed over and above the quoted commissioning spares during start-up/ commissioning, the same shall be supplied free of cost.	
24	MPC contractor shall obtain and submit the priced list of operation and Maintenance spares required for Two Year Normal Operation as recommended by the equipment manufacturer. Confirm Compliance.	
25	Confirm that Special Tools & Tackles, as required for each equipment have been included.	

Bidder's Signatures, with Stamp and Date

END OF VOLUME-1 Part-3 SECTION-I

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VOLUME I: COMMERCIAL
PART III
SECTION - 2

SPECIAL CONDITIONS OF CONTRACT

VOLUME I: COMMERICAL
PART III

SECTION - 2
SPECIAL CONDITIONS OF CONTRACT

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 (SCC), 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:

- Contract Agreement
- Letter of Award
- Schedule of Rates
- Terms of Reference
- Technical/Material Specifications & Drawings
- Special Conditions of Contract.

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- Instruction to Bidders and General Conditions of Contract.
- Indian Standards
- Other applicable Standards

It will be the MPC Contractor's responsibility to bring to the notice of 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 Consultant.

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 Instrument Air Package including all the Materials, Equipments, Tools and Tackles required for delivery of Instrument Air Package in all respects as per the requirement enumerated in Technical Section of Bidding Document, at their sole cost and expense.

4.0 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 delivery of packages in all respects to the satisfaction of the Consultant.

Project Execution Plan shall be prepared by the Contractor and approved by the Consultant. This programme will take into account the Time Schedule as mentioned in Annexure- I.

Weekly execution progress shall be reported to Consultant.

5.0 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.

The drawings and documents to be submitted by the Contractor to the Company after award of the work as per agreed Document Control Index (DCI)/Master Document Schedule (MDS) shall be for the Company/Consultant's approval, review, information and record. The Contractor shall ensure that drawings and documents submitted to the Company/Consultant's are accompanied by relevant calculations, data as required and essential for review of the document/drawings. The Company 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 Consultant/Company, 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 and shall be made available to the

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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.

6.0 FIRM PRICES:

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

7.0 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

8.0 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

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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.

9.0 PROVIDENT FUND ACT:

The MPC Contractor shall comply with the provisions of Employees Provident Fund Act and register them with RPFC as applicable.

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

a. The Consultant/ The 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.

b. 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.

11.0 TERMS OF PAYMENT:

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

12.0 TESTS AND INSPECTION:

Materials to be supplied by the Contractor under his scope of work shall be inspected as per the detailed scope provided in the Technical Part of Bidding Document.

All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by the Contractor at his own cost. Consultant will arrange Third Party Inspection wherever necessary.

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.

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.

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

13.0 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, Fabrication, Testing, Preservation, Packing, Transportaiton and Supply to site. The quality assurance system should indicate organizational approach for quality control and quality assurance at all stages of work including at manufacture's works and dispatch of materials.

The Company/Consultant 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 carryout 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 requirement and to the complete 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 complete satisfaction of the Consultant.

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

14.0 HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT:

The Contractor, during entire duration of the Contract, shall adhere to agreed HSE plan.

15.0 COMPLETION DOCUMENTS:

The following documents shall be submitted in hard binder by the Contractor/Sub-Contractor in Six sets (6), 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
- (ii) TPI release notes and dispatch release notes by Consultant
- (iii) As-Built drawings
- (iv) Operation & Maintenance Manual of each package
- (v) Commissioning Manual
- (vi) Any other drawing/document/report specified elsewhere in the bidding document.

16.0 COORDINATION WITH OTHER AGENCIES:

Proper coordination with other agencies will be the Contractor's responsibility. In case of any dispute, the decision of Consultant shall be final and binding on the Contractor.

17.0 RESPONSIBILITY OF MPC 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/the Consultant before implementation. Also such revisions and/or modifications if accepted/ approved by the Company/the 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.

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.

18.0 SINGLE POINT RESPONSIBILITY:

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

19.0 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.

20.0 DELAYS BY THE COMPANY OR ITS AUTHORISED AGENTS:

No adjustment in Contract Price shall be allowed for reasons of any 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.

21.0 FAILURE BY THE CONTRACTOR TO COMPLY WITH THE PROVISIONS OF THE CONTRACT

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

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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.

Before determining the Contract as per above clauses, 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.

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The Company shall also have the right to proceed or take action as per 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 the clauses above shall not prejudice or affect their rights of the Company which may have accrued upto the date of such termination.

22.0 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.

23.0 WARRANTY /GUARANTEE & DEFECT LIABILITY PERIOD:

Contractor also guarantees the design, workmanship and the freedom from defects of the Goods and/or Services for a period of one (1) Gregorian year from the installation, commissioning and PGTR or twenty four (24) Gregorian months from the date of receipt of the Goods and/or Services by Company.

Notwithstanding anything else to the contrary, If, within these specified periods, Contractor receives notice from COMPANY of any alleged defect in or non conformance of any product or repair and if in the Contractor's sole judgment the product or repair does not conform or is found to be defective in material or workmanship then COMPANY shall at Contractor's request, return the part or product F.O.B. for Foreign Contractor and F.O.R Duliajan (Despatching Station) for Indian Contractor to Contractor's designated plant or service location. Any repair work performed by Contractor is warranted for one year from completion of such repairs and applies only to work performed.

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 the Consultant/OIL in writing.

Defective goods / materials or parts notified by OIL to the Seller shall be replaced immediately by the Seller on F.O.R destination basis for Indian Contractor including payment of all taxes and duties at Seller's expense. Also, an additional Contractual Performance Guarantee shall be furnished separately for the extended period of liability for that portion

of work/equipment only.

Contractor, at Contractor's option and expense, shall repair or replace the defective part or product, or repay to COMPANY the full price paid by COMPANY for such defective part, repair or product. Any repayment of the purchase price shall be without interest. Contractor's warranty liability, including for defects caused by Contractor's negligence, shall be limited to such repair, replacement or refund, and shall not include claims for labour costs, heavy lifting, rig stand-by time, expenses of COMPANY resulting from defects, recovery under general tort law or strict liability or for damages resulting from delays, loss of use, or other direct, indirect, incidental or consequential damages of any kind.

However, guarantee for the Basic Engineering & FEED of PLANTS in respect of suitable, appropriate & fault-free design, and system adaptability, process philosophy, etc. without defects/faults that affect operation of the plant will be provided by the Consultant.

Any Liability arising due to failure to obtain required mandatory statutory approval for the Plant and the installed instrument/facility as stipulated vide provisions of Oil Mines Regulations, DGMS, Indian Explosives Act, Indian Electricity Rules, Petroleum Rules, Indian Boiler Regulations etc. in force or byelaws / directives promulgated by Govt. Circulars/ Regulatory Boards/Panels, Enforcement Directorates etc will be borne by the Consultant.

Any liability due to wrong/improper framing of commissioning & testing procedures and Safe Operating Procedures (SOPs) for all field equipments, system, etc. will be borne by Consultant.

Contractor will not be responsible for failures of products which have been in any way tampered with or altered by anyone other than Contractor's authorized representative, failures due to lack of compliance with recommended maintenance procedures or products which have been repaired or altered in such a way (in Contractor's judgment) as to affect the products adversely.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE WHICH EXCEED THE FOREGOING WARRANTY.

24.0 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 hereinas 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 is required to submit all bills/invoices, other negotiating documents etc as applicable and as set out in Annexure II Schedule of Payments.

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, and 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 necessary 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 are based up to two (2) 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.

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25.0 NIL Customs Duty and Concessional GST Applicable for Projects in ML/PEL Area

1.0 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 rate of Customs Duty and Concessional GST @5% are appended in the list as appended below.

2.0 In this regard, the following Govt. Notifications may also be referred:

- (a) Notification No. 3/2017-Integrated Tax (Rate) dated 28.06.2017 for IGST @5% (five percent) on procurement from Domestic / Indigenous Suppliers having interstate movement.
- (b) Notification No. 3/2017-Central Tax (Rate) dated 28.06.2017 for GST @5% (CGST+SGST) on procurement from Domestic / Indigenous Suppliers having intrastate movement.
- (c) Sl. No 404 and Chapter 84 of Notification No. 50/2017-Customs dated 30.06.2017 for NIL Rate of Customs Duty and IGST@5% on procurement from Overseas Suppliers (Imported Goods).

3.0 To avail benefit under above Government Notification, OIL needs to put up application for obtaining Essentiality Certificate (EC) from DGH. While applying for EC, following information are required to be furnished to DGH:

- Technical Justification of the ordered items regarding use of the item.
- Nature of operation under which the ordered items fall out of the following categories:
 - Production, Drilling, Logging, Seismic acquisition, Chemical, Reservoir, Geophysics, Geology, IT and Software
 - Area (specific ML / PEL area) where the item will be used as in the list, as furnished vide Annexure A, under which the ordered item falls.

26.0 PACKAGING

1. Packing of goods must be sufficiently robust to withstand multiple handling during transit for delivery to their final destination so that contents do not get damaged. Protection of the plant and equipment against corrosion or deterioration must be given special attention. In case of foreign Bidders, the packing should be seaworthy.
2. Machined steel and iron parts are to be heavily greased /varnished as prevention against rust.

3. In the case of transformers, panels, switch gears and similar equipment, internal parts are to be sprayed with an inhibitor or water splitting preservative and all openings covered with tape to prevent ingress of water.
4. Boxes / Packing cases containing electrical / electronic equipment are to be waterproof lined.
5. All items must have their respective identification marks painted / embossed on them. MM-LOCAL-E-01-2005 – FHQ (Rev Jan.2018)
<http://oilindia.com/pdf/tenders/limited/General Terms and Condition Indigenous E-Tenders-MM-LOCAL-E-01-2005FHQ.pdf>
6. Crates or boxes should have a list of items contained therein secured to the exterior by means of an enveloping piece of tin sheet nailed to the wood. A duplicate list should also be included inside the crate with the contents.
7. The Seller shall be responsible for damage of goods either in full or in part and for corrosion and/or deterioration of the plant and equipment during transit due to inadequate/insufficient packing or due to non-compliance with the above Para Nos. 1 to 4 depending upon the nature of items and as such shall be obligated to repair or replace the damaged goods or plant or equipment in full or in parts thereof, at free of cost to OIL within a time period stipulated by OIL.

27.0 DESPATCH

Road Despatch

- a) In the event of an order other than FOR Destination terms, the material will be required to despatch through OIL's approved transporters (which will be specified in the order) on "Door Delivery" basis.
- b) For orders placed on FOR Destination basis, the material will be required to despatch through reputed Bank approved transporters only on Door Delivery basis. In case OIL is required to collect the material from transporters godown, extra expenditure incurred thereof will be recovered from the Bidder/seller.

Rail Despatch:

- a) In case of Rail despatch, the Bidder will be fully responsible for arranging required railway wagons/rake. Tubular consignment will be despatched on open type wagons only. Height of the wagons should not exceed 4.6 metres.

28.0 INSURANCE

- a) Transit insurance will be arranged and paid for by OIL for all orders other than FOR Destination orders. The Bidder/seller will be required to intimate the insurance agency (which will be specified in the Purchase Order) regarding the despatch details immediately after despatch. The Sellers have to arrange the transit insurance at their cost in case of orders placed on FOR Destination basis.

ANNEXURE- I TO SPECIAL CONDITIONS OF CONTRACT

TIME SCHEDULE

NAME OF WORK	TIME OF DELIVERY TO SITES
SUPPLY OF MODULAR INSTRUMENT AIR PACKAGE AT OCS, NADUA AND AT GGS, EAST KHAGORIJA	SEVEN MONTHS (7)

Note:

1. The Time of delivery of modular package at sites (Nadua and East Khagorijan), 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 delivery of Air packages in all respects as per specifications, codes, drawings and instructions of Consultant
3. In event of delay on the part of the contractor to deliver materials within the stipulated delivery period Liquidated Damages (LD) at the rate of 0.5% per unit package cost, per week or part thereof subject to maximum of 7.5% will be applicable. Liquidated damages are subject to maximum of 7.5% of the contract value.
4. All demurrage on account of non readiness of contractor like non arrangement of requisite vehicles, all requisite permissions shall be borne by the contractor.

(SIGNATURE OF BIDDER)

ANNEXURE- II TO SPECIAL CONDITIONS OF CONTRACT

PREAMBLE TO SCHEDULE OF RATES/PRICE (SOR/P)

1. Bidder's quoted prices shall be strictly as per various FORMS included under Schedule of Prices. Bidder shall quote prices against each item mentioned in SOR/P. GRAND TOTAL PRICE may be referred as Engineering, Procurement, Supply and Installation of Modular Package (MPC) price and other charges to effect safe delivery of MPC packages at site and then associated service/works. MPC Contract Price quoted shall be inclusive **of all taxes, duties, except Goods and Service Tax (GST)**.
2. The price quoted shall be on contract basis. Payments to contractor shall be made limited to Contract price indicated, irrespective of the progressive payments made during execution.

Obligation of the Contractor is not limited to the quantities that the Contractor may either indicate in the Schedule of Break up of Package Material 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 MPC Price (Contract Price).
3. Contract 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 package items and to make this package complete in every respect.
4. Bidder to note that the 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 MPC Price before Goods & Service Tax. The GST as computed as per Para 5.4 of VOLUME I: COMMERCIAL PART II BEC shall be added to the quoted MPC Price to ascertain the Total Contract Value (Price). The Spares for start-up/commissioning and mandatory spares required are in CONTRACTOR's scope and are included in their above quoted MPC Prices. In addition, for information the bidder shall furnish mandatory spares for two years operation & maintenance (not for evaluation).
5. Bidder shall ensure that prices quoted include the complete scope of supply in totality as below :
 - i) Engineering including but not limited to -
 - a) Detailed engineering including preparation of PFD/UFD, plot plan, simulation, heat & mass balance, hazardous area identification(if applicable), equipment & piping layout diagram, stress analysis, mechanical design, piping design,

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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 Equipments/ Vessels and package systems.

- b) Preparation and updating with life cycle data of 3D Computer modelling with simulation of the Air package at OCS&GGS
 - c) Provision of necessary supports for obtaining statutory approvals for individual equipment / instrument.
 - d) Submission of list of BOM (Bill of materials) in soft and hard form against all materials & equipments supplied at OCS&GGS along with quantities, manufacturer details, technical specifications etc.
 - e) Submission of as built live 3D computer animated walkthrough model of Air packages at OCS &GGS
 - f) Submission of Quality assurance, Quality Control, Quality Plan and Inspection plan.
 - g) Submission of HSE Plan
- ii) Procurement 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.
 - h) Unloading of all materials at site.
 - i) Supervision during Commissioning.

- 6.** Title of Air Packages shall not be transferred by Contractor to OIL at the time of supply and brought to site, and shall be transferred by Contractor upon obtaining acceptance certificate from Consultant/Company.

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SCHEDULE OF RATES/PRICES (SOR/P) FOR MODULAR AIR PACKAGES
[AS DETAILED IN TERMS OF REFERENCE (TOR)]

DESCRIPTION	PRICE IN INDIAN RUPEES(INR)
1. Package Material Price covering Engineering, Construction of Modular Air Packages including packing/forwarding on Ex Work's basis.	
2. Freight, Insurance Charges for delivery & Unloading at site for Modular Air Packages	
Total Cost (excluding GST)	

Note: Price quoted A and B above is exclusive of GST, which is extra as applicable

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SCHEDULE OF PAYMENTS

FOR SUPPLY OF PACKAGES

1. 10% of Package Material Price (SOR/P Item No. 1) against approval of documents and drawings identified in Contract at least in Code-2 and against placement of sub-order for specified major raw material (to be identified during kick off meeting, if not specified in bidding documents) and against submission of Advance Bank Guarantee (ABG) of equivalent amount.
2. 10% of Package Material Price (SOR/P Item No. 1) against identification of raw materials at Contractor's works (to be identified during kick off meeting, if not specified in bidding documents) and against submission of advance Bank Guarantee of equivalent amount.
3. 55% of Package Material Price (SOR/P Item No. 1) against submission of despatch documents (along with copy of LR/GR and IRN) together with full taxes, duties and transportation charges.
4. 2% of Package Material Price (SOR/P Item No. 1) on receipt of Final/As built Drawings/Documents/Data/Manual in requisite number of copies/sets/CDs as per VDR specified in bidding documents (to be identified during kick off meeting, if not specified in bidding documents)
5. 20% of Package Material Price (SOR/P Item No. 1) on successful completion of Commissioning and PGTR of the project works (by others)
6. Payment for item No. 2 in SOR/P shall be limited to quoted price against submission of relevant documents.

Note: If the payment is not claimed as per item No.1 & 2 above on account of non submission of Advance Bank Guarantee (ABG), the payment can be claimed for item no 1, 2 & 3 together against despatch documents. ABG submitted for payment of item No. 1 & 2 the same shall be returned after completion of activities in item No.5 above.

FOR ASSOCIATED SERVICES/WORKS

1. Supplier's Services/Works: Supervision of Erection, Testing & Commissioning/ assistance during erection, Testing & Commissioning: 2% of Package Material Price (SOR/P Item No. 1) will be paid after PGTR.
2. Training: 1% of Package Material Price (SOR/P Item No. 1) on successful completion of Training as per bidding documents, duly certified by Consultant/Owner

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GENERAL NOTES:

- (i) 1ST Milestone payment shall be released only after receipt of Performance Bank Guarantee (PBG)
- (ii) Pro rata payments shall be applicable on dispatch of equipment. In case of equipment, prorate shall not be on part of equipment.
- (iii) In case of Indigenous SUPPLIER's, wherever taxes/duties are separately indicated, the order value shall be exclusive of taxes/duties. 100% payment of taxes/duties shall be paid along with the payment released against dispatch documents on receipt of GST tax invoice.
- (iv) Payment to Indigenous SUPPLIER's shall be released through Electronic Clearing System (ECS).
- (v) All bank charges of respective bankers shall be to respective account.
- (vi) Supplier shall submit Billing Schedule, wherever applicable, within three weeks of award for OIL/Consultant approval. Suppliers requiring multiple despatches will restrict the number of despatches to maximum three, unless agreed otherwise by Project Manager.
- (vii) Bidders to arrange for necessary/applicable road permits/e-way bill for every dispatch.
- (viii) In case site is not available up to Six (6) months (wherever site work is applicable), after receipt of all supplies at site, the payment against the same shall be released on submission of additional Bank Guarantee of equivalent amount valid for One year (1) or such extended period as may be required

ANNEXURE II- A: BREAK UP OF SCHEDULE OF RATES/PRICES

(Not to be considered for Evaluation of Bid)

S No.	System / Descriptions	Estimated Quantity	Ex - Works Price In INR	FOR Destination In INR
1	2	3	4	5
A.1	INSTRUMENT AIR COMPRESSOR			
A.2	AIR RECEIVER			

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[ANNEXURE - III TO SPECIAL CONDITIONS OF CONTRACT]

APPROVAL OF CONSTRUCTION SUB-CONTRACTOR

NOT APPLICABLE

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[ANNEXURE - IV TO SPECIAL CONDITIONS OF CONTRACT]

QUALIFICATION & EXPERIENCE OF KEY SUPERVISORY PERSONNEL

1. Project Director/ Project Manager: Engineering Graduate with 15years experiencein engineering or fabrication or construction experience in Upstream Oil and Gas Industry. Should have been having atleast two years project management experience previous
2. Lead Engineers (Process, Mechanical, Electrical, Instrumentation, Piping, and Structural): Engineering Graduate in respective branch and having at least 10 years engineering experience.
3. Procurement Manager: Engineering Graduate with atleast 10 years of procurement experience.
4. Fabrication Manager: Engineering Graduate with atleast 10 years of module fabrication experience.
5. HSE Officer: Graduate with 03 years experience in HSE job/Diploma in HSE having experience of minimum 07 years working as Safety Officer in engineering construction job.
6. QA/QC Manager: Engineering Graduate with 10years experience on QA/QC job/Diploma in engineering with 15 years of QA/QC job.

[ANNEXURE - V TO SPECIAL CONDITIONS OF CONTRACT]

QUALITY MANAGEMENT SYSTEM

**MPC CONTRACTOR TO SUBMIT THEIR QUALITY MANAGEMENT POLICY AND
QUALITY MANUAL WITH QMS CERTIFICATE**

[ANNEXURE - VI TO SPECIAL CONDITIONS OF CONTRACT]

HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT

**MPC CONTRACTOR TO SUBMIT THEIR HSE MANAGEMENT POLICY AND HSE
MANUAL WITH HSE CERTIFICATE**

ANNEXURES TO BID PACKAGE

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ANNEXURE –A: LIST OF ITEMS

(Related To NIL Customs Duty and Concessional GST Applicable for Projects in ML/PEL Area)

1. Land Seismic Survey Equipment and accessories, requisite vehicles including those for carrying the equipment, seismic survey vessels, global positioning system and accessories, and other materials required for seismic work or other types of Geophysical and Geochemical surveys for onshore and offshore activities.

2. All types of drilling rigs, jack up rigs, submersible rigs, semi-submersible rigs, drill ships, drilling barges, shot-hole drilling rigs, mobile rigs, work over rigs consisting of various equipment and other drilling equipment required for drilling operations, snubbing units, hydraulic work over units, self-elevating work over platforms, Remote Operated Vessel (ROV)

3. Helicopters including assemblies / parts

4. All types of marine vessels to support petroleum operations including work boats, barges, crew boats, tugs, anchor handling vessels, lay barges and supply boats, marine ship equipment including water maker, DP system and Driving system.

5. All types of equipment/ units for specialised services like diving, cementing, logging, casing repair, production testing, simulation and mud services, oil field related lab equipment, reservoir engineering, geological equipment, directional drilling, stimulation, Coil Tubing units, Drill Stem Testing (DST), Data acquisition and processing, solids control, fishing (as related to down hole retrieval in oil field operations or coal bed methane operations), well control, blowout prevention (BOP), pipe inspection including Non Destructive Testing, coring, gravel pack, well completion and work over for oil/gas/ CBM wells including wireline and down hole equipment.

6. All types of casing pipes, drill pipes, production tubing, pup joints, connections, coupling, Kelly, cross overs and swages, Drive Pipes.

7. All types of drilling bits, including nozzles, breakers and related tools

8 All types of oil field chemicals or coal bed methane operations, oil well cement and cement additives, required for drilling, production and transportation of oil or gas.

9. Process, production and well platforms/ installation for oil, gas or CBM and water injection including items forming part of the platforms/ installation and equipment required like process equipment, turbines, pumps, generators, compressors, prime movers, water makers, filters and filtering equipment, telemetry,

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telecommunication, tele-control and other material required for platforms/ installations
10. Line pipes for flow lines and trunk pipelines including weight-coating and wrapping.
11. Derrick barges, Mobile and stationary cranes, trenchers, pipe lay barges, cargo barges and the like required in the construction / installation of platforms and laying of pipelines.
12. Single buoy mooring systems, mooring ropes, fitting like chains, shackles, couplings marine hoses and oil tankers to be used for oil storage and connected equipment, Tanks used for storage of oil, condensate, coal bed methane, water, mud, chemicals and related materials.
13. All types of fully equipped vessels and other units/equipment required for pollution control, fire prevention, fire fighting, safety items like Survival Craft, Life Raft, fire and gas detection equipment, including H2S monitoring equipment.
14. Mobile and skid mounted pipe laying, pipe testing and pipe inspection equipment.
15. All types of valves including high pressure valves
16. Communication equipment required for petroleum or coal bed methane operations including synthesized VHF Aero and VHF multi channel sets/ VHF marine multi channel sets.
17. Non-directional radio beacons, intrinsically safe walkie-talkies, directional finders, EPIRV, electronic individual security devices including electronic access control system.
18. Specialized antenna system, simplex telex over radio terminals, channel micro wave systems, test and measurement equipment,
19. X-band radar transponders, area surveillance system.
20. Common depth point (CDP) cable, logging cable, connectors, geo-phone strings, perforation equipment and explosives
21. Wellhead and Christmas trees, including valves, chokes, heads spools, hangers and actuators, flexible connections like chocks and high pressure hoses, shut down panels

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22. Cathodic Protection Systems including anodes
23. Technical drawings, maps, literature, data tapes, Operational and Maintenance Manuals required for petroleum or coal bed methane operations
24. Sub-assemblies, tools accessories, stores, spares, materials, supplies, consumables for running, repairing or maintenance of the goods.

ANNEXURE –B: INTEGRITY PACT

INTEGRITY PACT

Between

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

And

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

Preamble:

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

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

Section 1 - Commitments of the Principal

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

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

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any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

3. The Principal will exclude from the process all known prejudiced persons.

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

Section 2 - Commitments of the Bidder/Contractor

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

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

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

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

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends

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to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

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

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

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

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

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

5. Integrity Pact, in respect of a particular contract, shall be operative from the

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date Integrity Pact is signed by both the parties till the final completion of the contract or as mentioned in Section 9 – Pact Duration whichever is later. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

Section 4 - Compensation for Damages

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

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

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

Section 5 - Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact. The bidder/contractor shall be responsible for any violation(s) of the provisions laid down in this

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Agreement/Pact by any of its sub-contractors/sub-vendors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidders/Contractors/Sub-contractors

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

Section 8 - External Independent Monitor/Monitors

1. The Principal appoints competent and credible External Independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

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

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding

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recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clauses provided in the main Tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

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

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For the Principal

Place: Duliajan.

Date : .

For the Bidder/Contractor

Witness 1 :

Witness 2 :

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ANNEXURE -C

Format of undertaking by Bidders towards submission of authentic
information/documents

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

Sub: Undertaking of Authenticity of Information/Documents Submitted

Ref: IFB No._____ Dated _____

To,
GM (Projects-C&P),
PROJECTS DEPARTMENT,
OIL INDIA LIMITED, DULIAJAN
ASSAM-786 602, INDIA

Sir,

With reference to above-referred IFB No._____, 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 Bidder)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

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ANNEXURE-D

VENDOR SELECTION CRITERIA

1.0 GENERAL:

- (i) The Package/Equipment/system (with all its sub-systems) as being offered /supplied should have been installed and operating satisfactorily in similar application for at least the period as mentioned in the individual package/equipment/system/sub-system (as collaborated by user certificate).
- (ii) The Package/Equipment system should be supplied, engineered & tested from a factory from where the Package/Equipment/system/sub-systems as offered/supplied, engineered & tested/have already been supplied and meet the criteria 1(i) above.
- (iii) All the activities including engineering should be carried out by the engineering firm which has carried out the similar activity in the past and meets the criteria 1(i) above.
- (iv) The system should be supplied by the manufacturer/authorized dealer in the fully engineered condition or should be supplied by the manufacturer's representative/subsidiary (except basic engineering- refer responsibility chart and explanation given above) who have proper infrastructural facilities and meets the criteria 1(i) above.
- (v) The design life of the Package/Equipment/system shall be as mentioned in individual package.
- (vi) Vendor List for Package/Equipment/system is NOT provided elsewhere in the Bid package. For any Package/Equipment/system, the offered items for the same must meet the tender specifications and proven track record (PTR) requirement. The responsibility of ensuring the performance of these items as per tender specification is EPC responsibility. Any vendor who meets the vendor selection criteria such as EQC and PTR requirement shall be considered for this project and also for the items where selection criteria (like EQC, PTR) is not provided, in such cases vendor has to arrange for procurement by strictly complying to the tender specifications and the responsibility of ensuring the quality of these items as per tender specification is EPC responsibility.
- (vii) Vendors on Owner holiday list shall not be considered for ordering. Names of such vendors who are put on Owner "Holiday List" subsequent to vendor approval at bidding stage shall be informed to the EPC CONTRACTOR at any stage of the project. CONTRACTOR shall comply with this requirement without any time or cost implication to the OWNER.
- (viii) No obsolete equipment/package/system will be acceptable.
- (ix) The equipment selected shall be rugged in design and must be field proven. Prototype design or equipment of experimental nature or design undergoing testing etc. shall not be selected and supplied.
- (x) Any equipment/package/systems offered by the vendor for this project has to ensure that continued support services such as technical support,

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availability of spares etc. are provided for a period of at least 10 (ten) years from the date of commissioning.

2.0 MECHANICAL PACKAGE/ EQUIPMENTS

2.1 IA COMPRESSOR PACKAGE

2.1.1 EQUIPMENT QUALIFICATION CRITERIA (EQC)

The vendor for the complete unit shall be an OEM/ authorised packagers/authorised dealers of oil free type screw compressor (electric motor driven). The manufacturer/packagers/dealers of the proposed compressors shall have the adequate engineering, manufacturing & testing facilities for the same.

The compressor model offered shall be from regular manufacturing range of the manufacturer and shall meet the following minimum service and manufacturing experience requirements.

Compressors shall be of similar or higher rating and at least ONE of the unit shall have successfully operated in an onshore/Off-shore, installation for at least 3 Years intermittently or 8000 hrs continuously (including normal maintenance shutdowns/replacement etc.) Without any major problems as on the date of bidding

1.1.1 PROVEN TRACK RECORD (PTR)

Compressor vendor shall complete the Experience Record Performance to amply prove that the Equipment offered meets the EQC for technical acceptance. Compressor vendor may furnish additional information to justify that the EQC is being met. In addition, manufacturer's catalogue and general reference list for all the above equipment shall also be furnished along with the bid/proposal

1.2 IA DRYER PACKAGE

1.2.1 EQUIPMENT QUALIFICATION CRITERIA (EQC)

The vendor for the complete unit shall be an OEM/authorised packagers/authorised dealers of IA dryer package. The manufacturer/packagers/dealers of the proposed IA dryer package shall have the adequate engineering, manufacturing & testing facilities for the same.

1.2.2 PROVEN TRACK RECORD (PTR)

Vendor shall complete the Experience Record Performance to amply prove that the Equipment offered meets the EQC for technical acceptance. Vendor may furnish additional information to justify that the EQC is being met. In addition, manufacturer's catalogue and

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general reference list for all the above equipment shall also be furnished along with the bid/proposal.

1.2.3 OTHER REQUIREMENTS

The Vendor shall have total responsibility for the Dryer Package being designed, fabricated, and tested at the Vendor's facility in accordance with the requirements of this specification, referenced codes, regulations, and standards.

2.0 INSTRUMENTATION SYSTEM / SUB-SYSTEM

2.1 REQUIREMENT FOR FIELD PROVEN QUALITY OF ITEMS

- 2.1.1** The system/sub-system/bought out items and services as offered should have been supplied and working satisfactorily for a period of minimum 8000 hrs. in a similar application.
- 2.1.2** The instrumentation selected shall be rugged in design and must be field proven. Prototype design or equipment of experimental nature or design undergoing testing etc. shall not be selected and supplied.

3.0 ELECTRICAL SYSTEM / SUB-SYSTEM

3.1 4.1 REQUIREMENT FOR FIELD PROVEN QUALITY OF ITEMS

- 3.1.1** The system/sub-system/bought out items and services as offered should have been supplied from a vendor who has been supplying electrical items and services for last 5(five) years to any Govt./Semi-Govt./PSU/Public Limited Company and the model/item offered in the bid should have been working satisfactorily for a period of minimum 8000 hours in a single similar application.
- 3.1.2** The electrical item/system/sub-system selected shall be rugged in design and must be field proven. Prototype design or equipment of experimental nature or design undergoing testing etc. shall not be selected and supplied.
- 3.1.3** In addition to the above, the Contractor shall also ensure the electrical equipment/accessories/bought out items to be supplied conform to the statutory safety norms as detailed in (Indian) Central Electricity Authority Regulations (Measures relating to Safety and Electric Supply)- 2010 and (Indian) Oil Mines Regulations-2014, with latest amendments.
- 3.1.4** As per present statutory norms and CEA regulations, the following minimum electrical safety issues are required to be addressed in Hazardous areas of Oil and Gas Mines.
 - a) Valid DGMS approval for all Electrical Equipments to be used in Hazardous Zones 1 & 2. Suitable Earth leakage protection devices to be used in every motor starter or supply feeder so as to trip the incomer to that motor starter or supply feeder instantly on the

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occurrence of earth fault or earth leakage current. ELCB shall be used for all power feeders up to 63A rating and motor feeders upto 7.5kW rating. For rating higher than these CBCT, earth leakage relay and timer along with indication lamps shall be provided.

- b) Resistance Grounding system for generator neutral to limit the ground fault current to 750 mA in installations of voltages exceeding 250 V up to 1100 V [CEA Regulation # 100]. Since generator neutral will be resistance grounded, neutral will not be used throughout the system. In case the neutral is required, it shall be generated through the employment of a separate unity isolation transformer (415/415, Dyn11).
- c) Voltage shall not exceed 240V between phases used for lighting purpose. This has to be done by employing 415/240 V phase-to-phase lighting transformer. [CEA Regulation # 102 (ii) (b)]
- d) Remote Push Button Station for starting of motors shall be intrinsically safe and remote starter control supply voltage shall not exceed 30 Volts. [CEA Regulation # 102 (iv) & 110 (4) (i)].

3.2 AREA CLASSIFICATION AND EQUIPMENT SELECTION

- a) For Hazardous Area locations, i.e., Zone 1 and Zone 2, electrical equipment (motors, light fittings, pushbutton stations, junction boxes etc.) shall comply with the requirement of IS: 5572/ IS/IEC 60079. No electrical equipment shall be installed in Zone 0.
- b) Irrespective of the extent of hazardous areas, electrical equipment used in these areas shall invariably be of FLP type-‘d’ (Flameproof/Explosion-proof only). For flameproof enclosure located in hazardous areas, Gas group classification i.e. IIA and IIB will be as per IS: 2148.

4.0 CEMENT AND STRUCTURAL STEEL :NOT APPLICABLE

&&&&&&&

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IFB No.

PROFORMAS

PROFORMA-A LIST OF ITEMS

(Equipment, Tools, Accessories, Spares & Consumables)

**TO BE IMPORTED IN CONNECTION WITH EXECUTION
OF THE CONTRACT SHOWING CIF VALUE**

NOT APPLICABLE

PROFORMA-A1

FORMAT FOR CALCULATION OF LOCAL CONTENT- GOODS

NOT APPLICABLE

PROFORMA-B
BIDFORM

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

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

FORM OF BID SECURITY (BANK GUARANTEE)

To:
M/s. OIL INDIA LIMITED,
GM (Projects - C&P),
Projects Department,
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

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: The bank Guarantee issued by the Bank must be routed through SFMS Platform as per 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 SFMS by the BG issuing Bank Branch to Axis Bank, Duliajan Branch, IFS Code- UTIB0001129.
 Branch Address: Axis Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District: Dibrugarh, PIN: 786602”

- b. Bidders should submit the copy of SFMS Message as sent by the issuing Bank Branch along with the original Bank Guarantee.

PROFORMA -E

FORM OF PERFORMANCE BANK GUARANTEE

To:
M/s. OIL INDIA LIMITED,
GM (Projects - C&P),
Projects Department,
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

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 at 3 months after Contract completion date and defect liability period).

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date

Place _____

Note :Note: The bank Guarantee issued by the Bank must be routed through SFMS Platform as per 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 SFMS by the BG issuing Bank Branch to Axis Bank, Duliajan Branch, IFS Code- UTIB0001129.

Branch Address: Axis Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District: Dibrugarh, PIN: 786602”

- b. The Contractor/Supplier should 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 Supply of _____ (brief description of supplies) should be provided by the Contractor as detailed hereinafter or as Company may requires;

WHEREAS, Contractor engaged themselves in the business of offering such supplies 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 supplies 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) Part I indicating the General Conditions of this Contract;
- (b) Part III Section-1 indicating the Terms of Reference;
- (c) Part III Section-2 indicating the Special Terms & Condition;
- (d) Part III Section- 2 indicating the Schedule of Rates.

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

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

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

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

PROFORMA-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 the supply of _____.

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:

Note: **Power of attorney shall be annexed**

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

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 _____

Country _____

1-4 Operation Address
if different from above:

City _____ District _____

State _____ PIN/ZIP _____

Country _____

1-5 Telephone Number: _____

(Country Code) (Area Code) (Telephone No.)

1-6 E-mail address: _____

1-7 Website: _____

1-8 Fax Number: _____

(Country Code) (Area Code) (Telephone No.)

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. : _____

 ऑयल इंडिया लिमिटेड Oil India Limited (A Public Limited Company)	MODULAR PACKAGE CONTRACT (MPC-4) Engineering, Procurement, Fabrication and Supply of Modular Instrument Air Package OCS, Nadua and GGS, East Khagorijan IFB No.	
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PROFORMA-J

SUB PROFORMA J1

PROFORMA FOR SUBMISSION OF DETAILS OF SPECIFIC EXPERIENCE
AND ANNUAL TURNOVER DETAILS AS CALLED IN “QUALIFICATION
CRITERIA” OF INVITATION FOR BID

1. Name of the Bidder :
2. Bidder to specify the details of work(s) executed by the Bidder complying the requirement of IFB Experience details as below

SNo	Name& Description of Work	WO No & Date	WO Value	Completion Certificate & Date	Completion Date	Executed Value (excluding tax)

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.2 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

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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 alongwith 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 (INR.)
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 balance sheet /financial statement 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 (Current Assets-Current liabilities)	
4. Net Worth (Paid up share capital and Free Reserves & Surplus)	

Name of Audit Firm: [Signature of Authorized Signatory]
Chartered Accountant Name:
Date: Designation:
Seal:

Membership no.

Instructions:

- The financial year would be the same as one normally followed by the bidder for its Annual Report.
- 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.
- For the purpose of this Tender document, (i) Annual Turnover shall be "Sale value/ Operating Income" (ii) Working Capital shall be "Current Assets less

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Current liabilities” and (iii) Net Worth shall be “Paid up share capital and Free Reserves & Surplus”

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

PROFORMA-K

CONTRACT EXECUTION PLAN

The execution of the contract includes Engineering, Procurement, Supply, Installation and Commissioning of Instrument Air Packages to site.

OIL/Consultant will receive the packages at site (in presence of package supplier representative). Further MPC contractor/ package supplier has to guarantee Performance Guarantee Test Run (PGTR) of the Instrument Air Package he is supplying.

The technical specification and details for constructing/ fabricating Instrument Air Package are enclosed in the Vol-II of the tender document.

MPC contractor has to provide a detailed level 4 schedule in MS Projects/Prime Vera, detailing all the activities of the contract. This shall be part of the bid.

PROFORMA-L

DETAILS OF SIMILAR WORK COMPLETED DURING LAST FIVE YEARS.

PROFORMA-M

PROJECT SCHEDULE FOR COMPLETION OF MAJOR ACTIVITIES

The scheduled period for delivery of Instrument Air Package at OCS Nadua and GGS East Khagorijan is as per ANNEXURE-I from the date of issue of LOA/LOI.

MPC Contractor shall provide a detailed schedule (prepared in MS Projects/Prime Vera) highlighting major activities involved from engineering until commissioning of packages.

PROFORMA N

1. DETAILS OF P.F. & ESI REGISTRATION (As Applicable)

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 :_____

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PROFORMA-O

REPLY TO COMMERCIAL QUESTIONNAIRE

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 shall include supply of all materials required for completion of Work irrespective of whether such materials are mentioned in the Bidding document or not.	

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Sr. No.	Commercial Query	Bidder's Reply / Confirmation
8	Confirm your acceptance for time schedule as per Bidding Document.	
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	Confirm that proposed fabrication facility is having qualified managerial and supervisory personnel having sufficient experience. .	
11	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 or any other safety measures to be undertaken for the execution of Work are included in the quoted price.	
12	Please confirm that all safety rules & regulations as mentioned in Bidding Document shall be adhered by bidder within quoted price.	
13	Confirm the following : “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. Detailed planning schedule developed by MPC CONTRACTOR after Contract award may be subject to fluctuations depending	

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Sr. No.	Commercial Query	Bidder's Reply / Confirmation
	upon actual progress of the project. 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.	
14	Please furnish the biodata of key personnel including nominated Project Director/Project Manager, Engineering Manager, Engineering Co-ordinator, Purchase Manager, QA / QC Manager, etc. These will be reviewed and approved by CONSULTANT	
15	Please confirm that all chemicals, consumables etc. required for initial charge as per provision of Bidding document shall be supplied by the MPC CONTRACTOR.	
16	Please confirm, you shall submit PACKING LIST, conforming bid requirement.	
17	Please confirm that your bid is valid for 120 days from the date of closing of bid.	

STAMP AND SIGNATURE OF BIDDER

PROFORMA-P

INCOME TAX PAN NUMBER PF REGISTRATION NUMBER (AS APPLICABLE)
TO BE PROVIDED BY THE BIDDER

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

☐

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

Submitted

☐

(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 IFB

Submitted

☐

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

Submitted

☐

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

Submitted

☐

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(9.0)	Overall schedule for completion of work in the form of Bar Chart	☐
	Submitted	
(10.0)	Commercial Details/ Documents specified in part – I: Commercial	
	Submitted	☐
(11.0)	Technical Details/ Documents specified in part – II: Technical	
	Submitted	☐
(12.0)	Blank copy (without price) of schedule of Price indicating “Quoted” duly signed and stamped on each page	
	Submitted	☐
(13.0)	Proposed project organization chart	
	Submitted	☐
(14.0)	PAN Details EPF, ESI, GST registration certificate, income tax clearance certificate, solvency certificate	
	Submitted	☐
(15.0)	Relavant Registration certificate for claiming benfit under MSME	
	Submitted ☐ Not Applicable ☐	
(16.0)	Financial balance sheet, profit and loss account, Assets / Liability sheet as per IFB	
	Submitted	☐
(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	☐

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(18.0) Earnest Money Deposit (EMD) as per IFB section Submitted	<input style="width: 40px; height: 30px; border: 1px solid black;" type="checkbox"/>
(19.0) Integrity pact duly signed and stamped Submitted & Uploaded	<input style="width: 40px; height: 30px; border: 1px solid black;" type="checkbox"/>
(20.0) Quality manual, sample audit report as per QMS section and safety Assurance plan Submitted	<input style="width: 40px; height: 30px; border: 1px solid black;" type="checkbox"/>
(21.0) Information about Tenderer and details of similar work done Submitted	<input style="width: 40px; height: 30px; border: 1px solid black;" type="checkbox"/>
(22.0) Details of tool, tackles & equipment available with tenderer for use in this work Submitted	<input style="width: 40px; height: 30px; border: 1px solid black;" type="checkbox"/>
(23.0) Manpower estimation for job, deployment chart with bio-data / Experience / qualification of all supervisory staff Submitted	<input style="width: 40px; height: 30px; border: 1px solid black;" type="checkbox"/>
(24.0) Certificate of approval for compliance to Quality standard submitted by contractor Submitted	<input style="width: 40px; height: 30px; border: 1px solid black;" type="checkbox"/>

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. Power of Attorney for signing the bid	

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

PROFORMA-R
DECLARATION BY BIDDER
NOT APPLICABLE

PROFORMA-S

DECLARATION OF BIDDER REGARDING BLACK LISTING/ HOLIDAY LISTING

MPC BIDDER SHALL PROVIDE SELF DECLARATION

PROFORMA-T

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

Sub: Undertaking of Authenticity of Information/Documents Submitted

Ref: IFB No. _____ Dated _____

To,
GM (Projects-C&P),
PROJECTS DEPARTMENT,
OIL INDIA LIMITED, DULIAJAN
ASSAM-786 602, INDIA

Sir,

With reference to above-referred IFB No. _____, 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 Bidder)
Signature of Authorised Signatory
Name :
Designation :
Phone No.
Place :
Date :

(Affix Seal of the Organization here, if applicable)

END OF VOLUME I PART III
SECTION-2