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

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

FORWARDING LETTER

Sub: Tender No. CPI2385P23 for Hiring of Services for a GGS (Group Gathering Station) consisting of an OCS, ETP + STP and WIS at Lakwagaon in Sivasagar District, Assam on Build, Own, Operate and Transfer (BOOT) basis for a period of 10 (Ten) years from the date of successful commissioning with provision for extension by another 5 (Five) years.

Dear Sir(s),

1.0 **OIL INDIA LIMITED (OIL)**, a "Navaratna" Category, Government of India Enterprise, is a premier Oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.

2.0 **Brief Project Details:**

The Lakwagaon field is near Demow (in between Demow and Sivasagar towns) in the district of Sivasagar, Assam and is at a distance of about 70 Km from Dibrugarh town and about 110 KM from OIL Field Head Quarters at Duliajan.

The field was discovered in the year 2017. Lakwagaon area is located in the western part of OIL's operational area to the south-west of Moran oilfield. Operationally, the field is operated by Western Asset of OIL. This field is expected to boost OIL's crude oil production which is likely to be sustained for next 15 to 20 years.

The field at present mostly produces crude oil and formation water from 10 nos. of wells. Current rate of production from the field is about 626 KLPD of oil and 15 KLPD of water. The associated gas produced is around 0.05 MMSCMD, which is partly supplied to AGCL and rest is being flared at present.

With the current exploration / development activities in the field, the rate of production of crude oil from Lakwagaon field is expected to peak at 964 KLPD by 2025-26. Tentative Production profile of the field from 12 released / under drilling locations + 7 existing wells are as below. As per profile, the field is expected to produce for a shorter period with peak production of 964 KLPD in 2024-25.

In view of above, development of Lakwagaon field has been proposed as a major step towards fulfilment of Mission 4+ initiative of OIL.

To handle the expected enhanced crude oil production as above (along with increased produced water) it has become crucial to construct a full-fledged surface production facility at Lakwagaon which will also take care of the safety/statutory requirements. The proposed facility should also be able to maintain the reservoir pressure and to assist low BHP wells by gas lift (artificial lift). Accordingly, creation of a Group Gathering Station (GGS) is envisaged in the Lakwagaon field, comprising an Oil Collecting Station (OCS), an Effluent Treatment Plant (ETP)(along with Sewage Treatment Plant) & a Water Injection Station (WIS).

The production facility (GGS) is envisaged to be constructed on Modular design concept. The project is planned to be executed under **BOOT (Build-Own-Operate-Transfer)** modality.

As per execution modality in the Project Charter for the Project, it was decided to engage an EPMC consultant for preparation of the tender documents for the EPC contract (which was the envisaged original mode of construction of the installation). However, after several rounds of discussion and meetings, it was finally decided to go for BOOT mode of execution for the proposed GGS.

For preparation of cost estimate & tender documents for the proposed BOOT basis service and for project monitoring during construction of the proposed GGS facility at Lakwagaon, the EPMC contract was awarded to **M/s Kavin Engineering and Services Pvt. Ltd. (M/s KESPL)** on 19.02.2022.

3.0 In connection with its operations, OIL invites National Competitive Bids (NCB) from competent and experienced Contractors for the mentioned work/service under **open e-tender single stage two bid system** through OIL's E-Procurement Portal: "https://etender.srm.oilindia.in/irj/portal". One complete set of Bid Document covering OIL's IFB for hiring of above service is uploaded in OIL's E-Procurement Portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's E-Procurement Portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	Tender No.	:	**CPI2385P23**
(ii)	Type of Bid	:	**Open Indigenous E-Tender, Single-Stage Two Bid System**
(iii)	Bidding Documents and subsequent addendum/ corrigendum (if any) and its fee		Complete bidding documents can be viewed and downloaded from OIL's E-Procurement Portal: https://etender.srm.oilindia.in/irj/portal Tender details are also available on OIL's website https://www.oil-india.com/ Cost of Bidding Document – NIL
(iv)	Bid Closing Date & Time	:	**22.02.2023 at 11:00 AM (IST) (Server Time)**
(v)	Technical Bid Opening Date & Time/ Opening of Techno-Commercial (Un-priced) Bid	:	**22.02.2023 at 02:00 PM (IST) (Server Time)**
(vi)	Price Bid Opening Date & Time	:	Will be intimated to the eligible/qualified bidders nearer the time.
(vii)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-Procurement Portal.
(viii)	Bid Opening Place	:	Office of CGM (Projects) Projects Department, Oil India Limited, Duliajan-786602, Assam, India.

(ix)	Bid Validity	:	Minimum **120 (One Hundred Twenty) days** from Bid Closing Date. Note: In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their bid
(x)	Mobilization Period	:	Refer Article-1 of SCC. (VOLUME-I Part-3 SECTION – III)
(xi)	Bid Security/EMD Amount	:	Not Applicable. However, bidder shall have to submit a '**Bid Securing Declaration**' as per **Annexure-L to BEC** alongwith the Technical Bid. Tenders received without Bid Security Declaration Form shall be summarily rejected.
(xii)	Amount of Performance Security	:	3% of Annualised Contract value Refer Clause No. 23.0 of Instruction to Bidder (ITB)
(xiii)	Validity of Performance Security	:	90 (Ninety) days beyond the contract period.
(xiv)	Duration of the Contract	:	10 (Ten) years from the date of successful commissioning with provision for extension by another 5 (Five) years
(xv)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	:	Refer Article-14 of Special Conditions of Contract (SCC).
(xvi)	Integrity Pact	:	Bidder to submit filled in Integrity Pact as per format given in VOLUME-I PART – 3 SECTION-VI as token of acceptance of Integrity Pact conditions.
(xvii)	Bids to be addressed to	:	GM-Projects (C&P) Projects Department, Oil India Limited, Duliajan-786602 Assam, India.
(xviii)	Site Visit		Bidder has to complete the site visit within 2 weeks from the date of issue of Bidding Documents, with prior intimation to site representative of OIL. Site address: Lakwagaon, Near Demow Town, Sivsagar Dist., Assam All costs pertaining to Site Visit by bidder shall be to prospective bidders' account.
(xix)	Pre-Bid Meeting Schedule and Address	:	Pre-Bid Meeting shall be held on 20.01.2023 from 10:00 Hrs onwards. Address: Conference Hall, Pipeline Head Quarters, OIL, Narengi- Guwahati, Assam

(xx)	Date for Receipt of Queries from Bidders before Pre-bid meeting	:	Bidder may submit the tender related queries (if any) prior to Pre-bid meeting, addressed to the following email IDs within 18.01.2023. 1) susantasarmah@oilindia.in 2) sanjibroy@oilindia.in 3) basab@oilindia.in 4) harish.shindagi@oilindia.in With CC to EPCM: selvaraj@kavinengg.com

4.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT

4.1 Bids are to be submitted online through OIL's E-Procurement Portal with digital signature. To participate in OIL's E-Procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** and **Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (http://www.cca.gov.in). Digital Signature Certificates having "**Organization Name**" field other than **Bidder's Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

In case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.

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

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature used for signing is not of "**Class 3 with Organizations Name** and **Encryption Certificate**", the bid will be rejected.

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

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

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the Bidder/Bidding company to bind the Bidder/Bidding company to the contract.

4.2 For participation, applicants already having User ID & Password for OIL's E-Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL's E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.

4.2.1 Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online registration, bidder may visit OIL's E-Tender site https://etender.srm.oilindia.in/irj/portal.

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

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

4.4 The link to OIL's E-Procurement Portal has been provided through OIL's web site (www.oil-india.com).

5.0 Pre Bid Meeting: In order to avoid clarification/confirmation after opening of bids, wherever specifically mentioned in NIT, Pre-bid meeting shall be held so as to provide an opportunity to the participating bidders to interact with OIL with regard to various tender provisions/tender specifications and to explain the requirements of Company in details to the interested prospective Bidders and to understand bidders' perspective including exchange of views/clarifications, if any, on the Scope of Work, Bid Evaluation Criteria and other terms & conditions of the Tender.

5.1 All costs for attending the Pre-Bid meeting shall be to prospective bidders' account.

5.2 The bidders meeting following requirement shall only be considered for attending the pre-bid conference.

• Bidders should depute their employees (preferably) who are competent to present their queries in the Pre-Bid Meeting.

• While submitting queries before pre-bid meeting, bidder(s) shall be required to provide details (of its representative, who will attend pre-bid meeting and those persons only will be permitted to attend the pre-bid meeting. The maximum number of persons that would be permitted per bidder for participation in pre-bid meeting shall be limited to two (2) persons.

5.3 Further clarification on the bid documents subsequent to pre-bid meeting can be sought within **24.01.2023** and the same should be addressed to the email IDs: susantasarmah@oilindia.in, sanjibroy@oilindia.in, basab@oilindia.in, harish.shindagi@oilindia.in, with copy to EPCM: selvaraj@kavinengg.com
Queries / Clarifications against the tender received after **24.01.2023** will not be entertained and replied to. OIL will not be responsible for non-receipt or late receipt of any Bidder's query in OIL's office.

5.4 Non-attendance of the pre-bid meeting shall not be a cause for disqualification of the bidder.

5.5 Any modification to the Bidding Documents, which may become necessary as a result of the pre-bid meeting, if agreed by OIL, shall be made by OIL through the issuance of an amendment to tender only.

6.0 Bid should be submitted online in OIL's E-Procurement site up to **11:00 AM (IST) (Server Time)** on the date as mentioned and will be opened on the same day at **2:00 PM (IST) (Server Time)** at the office of the CGM-PROJECTS in presence of the authorized representatives of the bidders.

7.0 The rates shall be quoted as specified in the **"PRICE BID FORMAT"** attached under **"Notes and Attachments"** tab. Bidder should note that no pricing information is furnished in the "**Technical Attachment**" (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.

8.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to debarment from participation in future tenders, at the sole discretion of the company.

(b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/correspondence will be entertained in this regard.

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

10.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced Techno-Commercial Bid documents.

10.1 In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and GSTIN number.

10.2 In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and GSTIN number.

10.3 In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement/deed and GSTIN number.

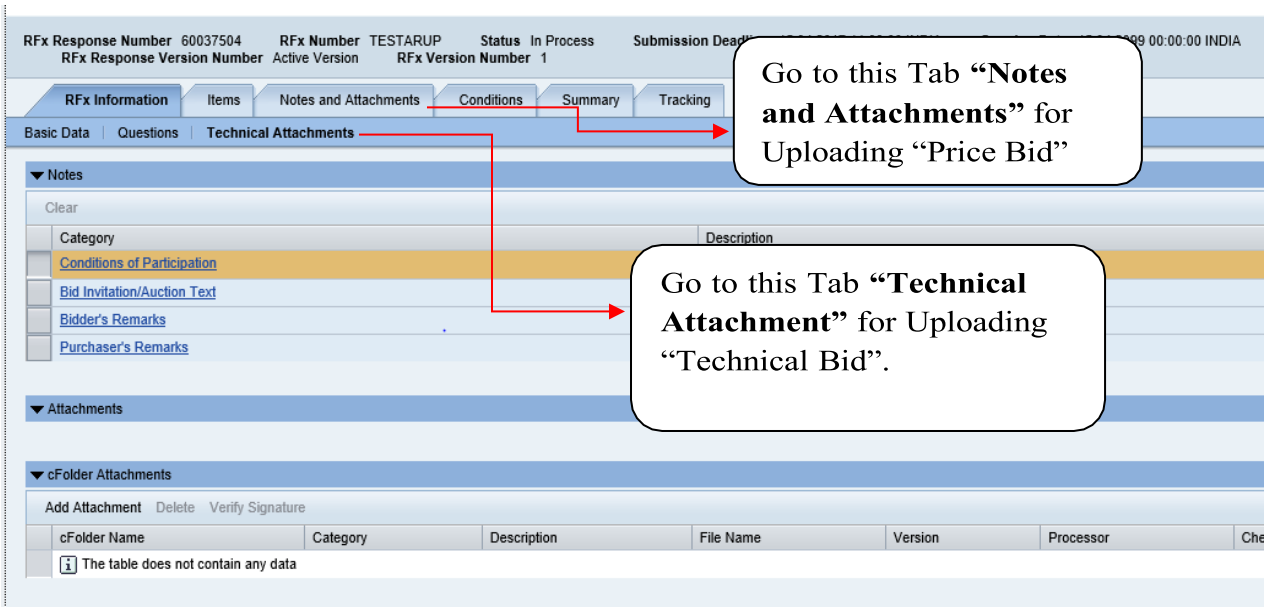
10.4 In case of Co-Operative Societies, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and GSTIN number.

10.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and GSTIN number.

10.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and GSTIN number.

10.7 In case of Trusts registered under the Indian Trust Act, Copies of Telephone/ Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and GSTIN number.

11.0 SCREEN SHOTS



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

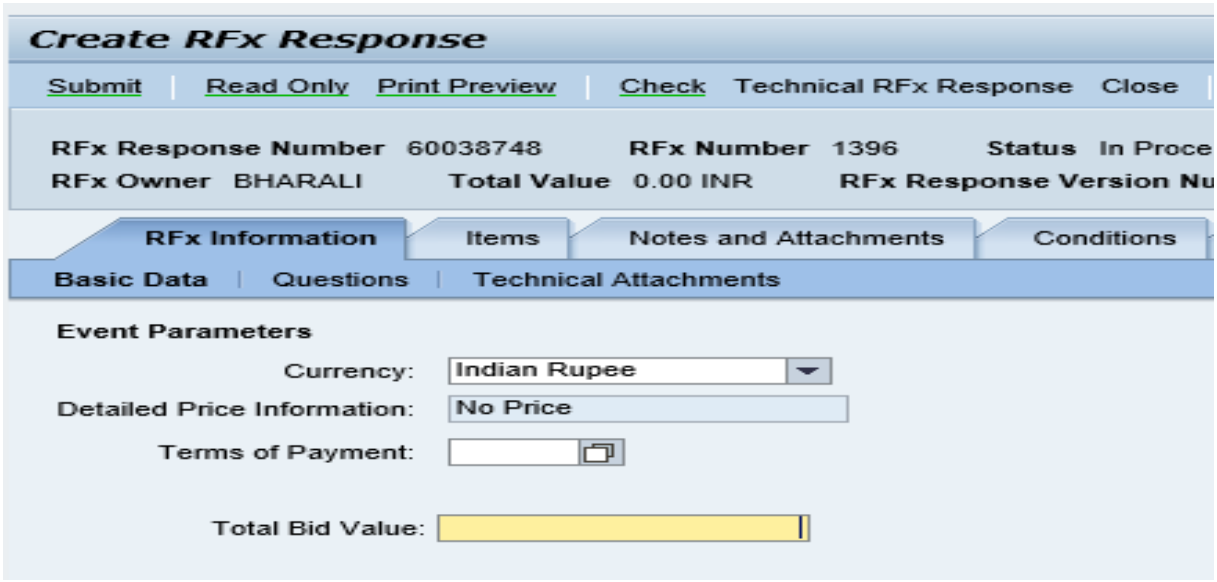
Note:

* The "**Technical Bid**" shall contain all techno-commercial details **except the prices**.

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

12.0 MAINTENANCE OF TOTAL BID VALUE IN THE RESPONSE: For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for

online viewing after price bid opening to those bidders whose price bids have been opened in the system. For tenders where **Detailed Price Information under RFx Information Tab is "No price"**, the Price Bid is invited through attachment form under "Notes & Attachment". As per the existing process, Bidders must upload their pricing as per the "Price Bidding Format" under **"Notes & Attachment"**. Additionally the bidders must fill up the **on-line field "Total Bid Value"** under Tab Page **"RFx Information"** with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.



The "Total Bid Value" as entered by the Bidder in the on-line response shall be displayed in the e-tender portal amongst the Techno-Commercially qualified bidders and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders in the "Total Bid Value" field.

It is to be noted that Amount mentioned in the "Total Bid Value" field will not be considered for bid evaluation and evaluation will be purely based on the "Price bidding Format".

13.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid and OIL's Standard Form of Contract.

14.0 The successful bidder shall furnish a Performance Security Deposit in the form of Bank Guarantee as specified above before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

15.0 BACKING OUT BY L1 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 bidder shall be suspended as per the Banning Policy (available in OIL's website) of Company.

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

17.0 PROVISION FOR ACTION IN CASE OF 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.

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

19.0 It is to be noted that OIL will carry out the initial earth filling and construction of permenant boundary wall in the plot. However, due to unpredictable weather condition/monsoon in this part of India, the earth filling / boundary wall jobs may take longer time than expected. Accordingly, there may be delay in handing over of the Site. Bidder should note the same while bidding.

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

21.0 OIL now looks forward to your active participation in the tender.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(Harish Vishwanath Shindagi)
MANAGER (P-C&P)
For **GM-(P-C&P)**
For **CGM-(PROJECTS)**
For **RESIDENT CHIEF EXECUTIVE**

Date: 06.01.2023

HIRING OF SERVICES FOR A GGS (GROUP GATHERING STATION) CONSISTING OF AN OCS, ETP+STP AND WIS AT LAKWAGAON IN SIVASAGAR DISTRICT, ASSAM ON BUILD OWN, OPERATE & TRANSFER (BOOT) BASIS

BOOT TENDER

INSTRUCTIONS TO BIDDERS (ITB)
(Vol. I, Part 1)

Tender No.: CPI2385P23

Prepared By:

KAVIN ENGINEERING AND SERVICES PRIVATE LIMITED
COIMBATORE

VOLUME-I PART - 1
INSTRUCTIONS TO BIDDERS (ITB)

1.0 ELIGIBILITY OF THE BIDDER:

1.1. The eligibility of the bidder is listed under BID EVALUATION CRITERIA (BEC) of the tender document.

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

2.0 BID DOCUMENTS:

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

Sl. No.	VOLUME	PART	SECTION	DESCRIPTION
1	I	1	-	INSTRUCTION TO BIDDERS (ITB)
2	I	2	-	BID EVALUATION CRITERIA (BEC)
				ANNEXURES A TO V to BID EVALUATION CRITERIA (BEC)
3	I	3	I	GENERAL CONDITIONS OF CONTRACT
4	I	3	II	TERMS OF REFERENCE & TECHNICAL SPECIFICATIONS AND ANNEXURES
				Annexure–I to TOR Health, Safety And Environment (HSE) Management
				Annexure–II to TOR BIDDER'S QUALITY ASSURANCE SYSTEM and INSPECTION / MONITORING METHODOLOGY Annexure-IIa- GUIDELINES TO BIDDERS FOR COVERAGE OF DOCUMENTS Annexure-IIb-ITEM / EQUIPMENT INSPECTION CATEGORY
5	I	3	III	SPECIAL CONDITIONS OF CONTRACT
6	I	3	IV	PROFORMAS I TO XVI
7	I	3	V	SCHEDULE OF PAYMENT
8	I	3	VI	SAFETY MEASUREMENT
9	I	3	VII	INTEGRITY PACT

10	II	--	----	TECHNICAL Volume comprising of Design Basis /Specifications/ Procedures etc discipline wise for PROCESS, PIPING, MECHANICAL, CIVIL & STRUCTURAL, INSTRUMENTATION, ELECTRICAL. Index of documents as per following list.

Index of documents included in Volume-II of Tender

Sl. No.	Discipline	Code	Seq. No	DOCUMENT TITLE/DESCRIPTION
1.1	PROCESS	P	0100	Process Design Basis
1.2	PROCESS	P	0101	Fire Fighting Design Basis
1.3	PROCESS	P	0101	Process Description
1.4	PROCESS	P	0103	Vent And Drain Philosophy
1.5	PROCESS	P	0104	Isolation Philosophy
1.6	PROCESS	P	0105	Process Control Narrative
1.7	PROCESS	P	0108	Site Conditions and Available Utilities
1.8	PROCESS	P	0100	Utility Consumption Schedule
1.9	PROCESS	P	0100-01 to 18	Process & Utility Flow Diagrams
2.1	PIPING	L	0400	Piping Design Basis
2.2	PIPING	L	0400	Equipment Layout – Overall Plot Plan
3.1	MECHANICAL	M	0500	Mechanical Design Basis
3.2	MECHANICAL	M	0500	Equipment List
3.3	MECHANICAL	M	0500	Piping Material Specification
3.4	MECHANICAL	M	0501	Valve Material Specification
3.5	MECHANICAL	M	0503	Specification for API 610 Centrifugal Pump
3.6	MECHANICAL	M	0504	Specification For Packaged Equipment
3.7	MECHANICAL	M	0505	Specification for Unfired Pressure Vessels
3.8	MECHANICAL	M	0506	Specification for Shell & Tube Heat Exchanger
3.9	MECHANICAL	M	0507	Specification for Insulation
3.10	MECHANICAL	M	0508	Specification for Storage Tanks
3.11	MECHANICAL	M	0509	Specification for API 674 Motor Driven Reciprocating Pump
3.12	MECHANICAL	M	0510	Specification For Painting And Surface Preparation
3.13	MECHANICAL	M	0511	Specification for API 674 Gas Engine Driven Reciprocating Pump

4.1	CIVIL & STRU.	C		Geotechnical investigation report
4.2	CIVIL & STRU.	C		Topographical survey report
4.3	CIVIL & STRU.	S	0600	Civil, Structural and Architectural Design Basis
4.4	CIVIL & STRU.	S	0600	Scope of work for civil, structural and architectural works
4.6	CIVIL & STRU.	S	0602	Technical specification for civil, structural and architectural works
5.1	INSTRUMENTATION	I	0800	Instrument Design Basis
5.2	INSTRUMENTATION	I	0801	Control system architecture
5.3	INSTRUMENTATION	I	0802	Instrument Typical Hook-up Details
5.4	INSTRUMENTATION	I	0801	FS for Instruments Items
6.1	ELECTRICAL	E	0900	Electrical Design Basis
6.2	ELECTRICAL	E	0900	Datasheet for Alternator
6.3	ELECTRICAL	E	0901	Datasheet for LV Switchboard
6.4	ELECTRICAL	E	0902	Datasheet for Cables
6.5	ELECTRICAL	E	0903	Datasheet for Motor
6.6	ELECTRICAL	E	0904	Datasheet for AC UPS
6.7	ELECTRICAL	E	0905	Datasheet for DC UPS
6.8	ELECTRICAL	E	0906	Datasheet for NER
6.9	ELECTRICAL	E	0907	Datasheet for Dry Type Transformer
6.10	ELECTRICAL	E	0900	Overall SLD
6.11	ELECTRICAL	E	0900	Electrical Equipment list
6.12	ELECTRICAL	E	0901	Electrical Installation details
6.13	ELECTRICAL	E	0900	Electrical Load List
6.14	ELECTRICAL	E	0900	Specification for GEG
6.15	ELECTRICAL	E	0901	Specification for LV Switchboard
6.16	ELECTRICAL	E	0902	Specification for Heat tracing system
6.17	ELECTRICAL	E	0903	Specification for Cathodic protection
6.18	ELECTRICAL	E	0904	Specification for AC UPS
6.19	ELECTRICAL	E	0905	Specification for DC UPS

2.2. The Bidder shall bear all costs associated with the preparation and submission of its bid, and OIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.3. The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

The Bidders are also advised to ensure that all the points brought out in the check list are complied with in their bid. Each such confirmation should be clearly indicated “Yes” or “No”, as applicable. Further, against each such confirmation, bidders should also indicate the reference/location of the respective detail(s)/document(s) enclosed in the bid, so as to easily locate the same in bid document.

2.4. Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio- political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

3.0 TRANSFERABILITY OF BID DOCUMENTS:

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

3.2. Bidder must submit the bid in e-Procurement Portal using Organizational Class- 3 Digital Signature issued by the Competent Authority in favor of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.

3.3. Unsolicited bids will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BID DOCUMENTS:

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

4.2. The Addendum will be uploaded in OIL’s E- Procurement 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- Procurement Portal [“Technical RFx” Tab and under the folder “Amendments”] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

5.0 PREPARATION OF BIDS:

5.1. Language of Bids: The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided

they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

5.2. Bidder's Name & address: Bidders should indicate in their bids their detailed postal address including the Fax/Telephone/Cell Phone Nos. and E- mail address.

5.3. Documents comprising the bid:

5.3.1 Bids are invited under Single Stage Two Bid System. The bid to be uploaded by the Bidder in OIL's e-Procurement Portal.

5.3.2 The bid prepared by the Bidder shall comprise of the following components:

A. Technical Bid (to be uploaded in "Technical Attachments" tab):
   a. Complete technical details of the services offered.
   b. Evidence established in accordance with Clause No. 8.0 that the Bidder meets all the criteria prescribed in the Bid Evaluation Criteria.
   c. Bid Security Declaration
   d. Copy of Bid Form without indicating prices
   e. Statement of Non-compliance
   f. Copy of Priced Bid without indicating prices filled "Quoted/Not Quoted" against SOR Items & Total.
   g. Integrity Pact digitally signed
   h. Letter of Authority attached with the bid document to be signed by the bidder's Authorized representative.
   i. All Other relevant Undertakings and Proformas as applicable as part of Bid.
   j. Declaration by bidder as per format in SAFETY MEASURES VOLUME-I Part-3 SECTION - V

Note: No price should be mentioned in the "Technical Attachments" tab.

B. The Price Bid as per the Price Bid Format shall be uploaded in "Notes and Attachments" tab.

Note: The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

6.0 BID FORM:

The bidder shall complete the Bid Form and upload the same along with their bid.

7.0 BID PRICE:

7.1. Prices must be quoted by the Bidders online as per the price bid format available in OIL's Tender Portal under "Notes & Attachment" Tab. Prices must be quoted by the bidders as per the Price/Bidding format.

7.2. Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account, except as otherwise mentioned in the bid document.

7.3. All duties (except customs duty which will be borne by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, Assam Entry Tax etc. and other Cess /levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder and the evaluation and comparison of bids shall be made excluding GST in the Price Bid Format. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

7.4. Bidders should quote firm prices in Indian rupee only. Prices quoted in any other currency shall not be considered

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

These are listed in BID EVALUATION CRITERIA (BEC), of the tender documents.

9.0 BID SECURITY:

The Bid Security is required to protect the Company against the risk of Bidder's conduct. In this regard, the bidders shall submit along with their bid a signed "Bid Security Declaration" (ANNEXURE-L to BEC). Any bid not secured in accordance with Proforma-V above shall be rejected by the Company as non-responsive.

10.0 PERIOD OF VALIDITY OF BIDS

10.1. Bids shall remain valid as per the requirement mentioned in forwarding letter 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 Original Bid Closing Date.

10.2. In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their Bid.

11.0 SIGNING & SUBMISSION OF BIDS:

11.1. Signing of bids:

11.1.1 Bids are to be submitted online through OIL's e-Procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organization's Name [e-commerce application (Certificate with personal verification and Organization Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only

acceptable. Digital Signature Certificate having "Organization Name" field other than Bidder's Name shall be rejected summarily.

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 shall be submitted by bidder.

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.

11.1.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorization (as per Proforma-VI) shall be indicated by written Power of Attorney accompanying the Bid.

11.1.3 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.

11.1.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.

11.2. 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 Proformas (wherever applicable) and copies of documents in electronic form through OIL's e- Procurement portal within the Bid Closing Date & Time stipulated in the Tender. For submission of Bids online at OIL's e- Procurement Portal, detailed instructions is available in "User Manual" available in OIL's e-Procurement 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 Price Bid Format and should be uploaded as 'Attachment' under "Notes & Attachments" Tab. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid submitted in physical form shall not be considered.

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

11.2.1 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-II of the bid document and the same should be uploaded along with the Technical Bid.

11.2.2 Bids received through the OIL's e-Procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

12.0 DEADLINE FOR SUBMISSION OF BIDS:

16.1. Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.

16.2. No bid can be submitted after the submission deadline is reached. The system time that will be displayed on the OIL's e-Procurement portal web page shall decide the submission deadline.

13.0 LATE BIDS:

Bidders are advised in their own interest to ensure that their bids are uploaded in system much 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.

14.0 MODIFICATION AND WITHDRAWAL OF BIDS

14.1. The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has/have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.

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

14.3. 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. In case any bidder withdraws their bid within the bid validity period, as declared in the "Bid Security Declaration Form", bidder shall be suspended for the period of two years. This suspension of two year shall be automatic without conducting any enquiry.

15.0 EXTENSION OF BID SUBMISSION DATE:

Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.

16.0 BID OPENING AND EVALUATION:

16.1. Company will open the Bids, including submission made pursuant to clause 11.2, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per Proforma-III) 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.

16.2. 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.

16.3. 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.

16.4. Bids which have been withdrawn pursuant to clause 14.0 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.

16.5. 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 Declaration and such other details as the Company may consider appropriate.

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

16.7. 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.

16.8. A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

16.9. 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.

17.0 OPENING OF PRICED BIDS:

17.1. In case of composite bid system, Price bids will be opened on the scheduled bid closing date itself.

17.2. In case of two bid system, 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.

17.3. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

17.4. 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.

17.5. 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.

18.0 EVALUATION AND COMPARISON OF BIDS:

The Company will evaluate and compare the bids as per BID EVALUATION CRITERIA (BEC) of the Tender Documents.

18.1. Discounts/Rebates:

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

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

19.0 CONTACTING THE COMPANY:

19.1. Except as otherwise provided in Clause 16.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 16.6.

19.2. 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.

20.0 AWARD OF CONTRACT:

Award criteria: 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.

21.0 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(s), or bidders or any obligation to inform the affected bidder(s) of the grounds for Company's action.

22.0 NOTIFICATION OF AWARD:

22.1. Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E- mail (to be confirmed in writing by registered/couriered letter) that its Bid has been accepted.

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

23.0 PERFORMANCE SECURITY:

23.1. Successful bidder has to submit Performance Security amount as mentioned in Forwarding Letter, within 02 Weeks from the date of issue of Letter of Award (LOA).

a. The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per Proforma-VII) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. Duly filled 'Undertaking' towards details of BG (Format attached as Proforma-X) must be submitted along with original copy of PBG.

b. Alternately, the Performance Security can also be paid through Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt (Account OIL INDIA LIMITED)/irrevocable Letter of Credit/NEFT/RTGS/Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to designated account of OIL.

i. If the Performance Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" payable at Duliajan.

ii. Performance Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to the following designated OIL's bank account:

Bank Details of Beneficiary: OIL INDIA LIMITED

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

If the Performance security is submitted through NEFT or RTGS mode, the bidder shall submit details such as UTR No., Contract No., Bidder's name & Deposited Amount etc.

c. In case of Bidders submitting Performance Security in the form of Bank Guarantee/Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of Credit, the original hard copy of Performance Security shall be submitted within the time frame as stipulated in the LOA.

d. No other mode of payment other than the mode covered under point nos. a & b will be accepted by the Company.

23.2. Performance Security shall not accrue any interest during its period of validity or extended validity.

23.3. The Bank Guarantee issuing bank branch must ensure the following: The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

(i) MT 760/MT 760 COV for issuance of bank guarantee.
(ii) MT 760/MT 767 COV for amendment of bank guarantee.

[Tender Number should reflect in the SFMS text under MT 760/MT 760 COV]

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code-ICIC0000213, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602. The Bank details are as under:

23.4. This

	Bank Details of Beneficiary	
A	Bank Name	ICICI BANK LTD.
B	Branch Name	DULIAJAN
C	Branch Address	KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM – 786602
D	IFSC Code	ICIC0000213
E	Unique identifier code (Field 7037)	OIL503988890
F	Company name	Oil India Limited

Performance Security must be valid for 90 (Ninety) days after the date of expiry of the contract period/defect liability period (if any). In the event of contract being extended within the provisions of the contract agreement,

the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

23.5. The Performance Security Deposit will be refunded to the Contractor after 90 (Ninety) days of satisfactory completion of works/defect liability period (if any) under the contract (including extension, if any), but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

24.0 SIGNING OF CONTRACT:

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

24.2. The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

24.3. In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. The bidder will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

25.0 CREDIT FACILITY:

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

26.0 INTEGRITY PACT:

26.1. OIL shall enter into an Integrity Pact with the applicant(s) of this tender. The Integrity Pact has been uploaded along with the Tender in Proforma. The applicants shall have to confirm acceptance of the Terms and Conditions of the Integrity pact in the online application. However, the signed copy of the same shall have to be submitted in original only by the short-listed applicants. If any bidder refuses to sign and submit the Integrity pact, wherever applicable, their bid shall be rejected.

26.2. In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and / or in the event of termination of the contract under provisions of Integrity Pact and /or respect of any amount due from the CONTRACTOR to OIL, OIL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount due from the CONTRACTOR to OIL, OIL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to OIL on demand.

26.3. Format of Integrity Pact -Refer Volume-I Part-.3 Section-VI

26.4. OIL has appointed Shri Sutanu Behuria, IAS (Retd.), Ex-Secretary, Ministry of Heavy Industries and Public Enterprises.), Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC and Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:

a. Shri Sutanu Behuria, IAS (Retd.), E-mail: sutanu2911@gmail.com

b. Dr. Tejendra Mohan Bhasin, E-mail: tmbhasin@gmail.com

c. Shri Om Prakash Singh, IPS (Retd.), E-mail: Ops2020@rediffmail.com

In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract. The fees/expenses on dispute resolution shall be equally shared by both the parties.

26.5. A person signing in Integrity Pact (IP) shall not approach courts while representing the matters to IEMs and he/she will await their decisions in this matter.

26.6. In case of Joint Venture (JV) and Consortium Bid, all the partners shall sign the IP. In case sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractors. It is to be ensured that all sub-contractors also sign the IP

27.0 LOCAL CONDITIONS:

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

27.2. No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

28.0 SPECIFICATIONS:

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

29.0 GOODS AND SERVICES TAX:

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

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

29.2. Bidder should also mention the Harmonized System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in the Price Bid Format.

29.3. 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.

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

29.4. 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. 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.
The bids will be evaluated based on total price including GST.

29.5. It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.

29.6. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

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

29.8. 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.

29.9. OIL will prefer to deal with registered supplier of goods/services under GST.

29.10. 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.

29.11. Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

The Supplier of Goods/Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.

29.12. In case the GST rating of bidder on the GST portal/Govt. official website is negative/black listed, then the bid may be rejected by OIL.

30.0 PURCHASE PREFERENCE POLICY (linked with Local Content) (PP-LC):

Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India and as amended time to time with modifications as notified vide MoPNG Order No. FP20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any).

30.1. The Bidder must be incorporated in India and must maintain more than 20% local content for the offered services. With regard to calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase Preference Policy (Linked with Local Content) shall be applicable. If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding company.

30.2. In all National Competitive tenders, only Class-I local suppliers and Class-II local suppliers shall be eligible to bid. Purchase preference will be given as per PP-LC policy to Class-I local suppliers only.

[Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined in PP-LC policy; Class-II local supplier': means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under PP-LC policy]

30.3. All the bidders (i.e. Class I Local supplier and Class II Local supplier) shall provide the percentage of Local content in their bid irrespective of whether they are availing or not availing Purchase preference under PP- LC policy and are also required to submit the requisite documents as per requirement of Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India and as amended time to time with modifications as notified vide MoPNG Order No. FP20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any).

31.0 Ambiguities within Agreement/ Tender Documents:

In case of ambiguities or discrepancies between different clauses, the following order of preference shall apply:

1. BID EVALUATION/REJECTION CRITERIA (BEC/BRC)
2. SPECIAL CONDITIONS OF CONTRACT
3. SCHEDULE OF RATES
4. GENERAL CONDITIONS OF CONTRACT

END OF VOLUME-1 PART – 1

&&&&&

TENDER FOR HIRING OF SERVICES FOR A GGS (GROUP GATHERING STATION) CONSISTING OF AN OCS, ETP+STP AND WIS AT LAKWAGAON IN SIVASAGAR DISTRICT, ASSAM ON BUILD OWN, OPERATE & TRANSFER (BOOT) BASIS

BID EVALUATION CRITERIA (BEC)

Tender No.: CPI2385P23

(Vol. I, Part 2)

Prepared By:

KAVIN ENGINEERING AND SERVICES PRIVATE LIMITED
COIMBATORE

Volume-I Part-2

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

This tender is floated for entering into service agreement with the lowest eligible bidder for **HIRING OF SERVICES FOR A GGS (GROUP GATHERING STATION) CONSISTING OF AN OCS, ETP+STP AND WIS AT LAKWAGAON IN SIVASAGAR DISTRICT, ASSAM, ON BUILD OWN, OPERATE & TRANSFER (BOOT) BASIS** for a period of 10 (Ten) years from the date of successful commissioning of the GGS with provision for extension by another 5 (Five) years.

1.0 GENERAL CORFORMITY:

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

OIL reserves the right to ask for any Original or other relevant document to verify the certification as detailed in the following paragraphs

2.0 CRITERIA FOR LOCAL CONTENT (LC):

The bidder must be incorporated/registered in India and must maintain more than or equal to 20% of local content (LC) for the offered services to be eligible to bid against the tender.

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Public Procurement (Preference to make in India) Order, 2017 of Department of Promotion of Industry and Internal Trade (DPIIT), Govt. Of India as revised vide Order No. P45O21/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoP&NG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022, shall be applicable.

If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities and additional Bank Guarantee submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.

Whether **or not** the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:

a. The bidder must provide the specific percentage (%) of local content in their bid, without which the bid is liable for rejection being non-compliant.

b. The Bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney along with the bid, stating that the bidder meets the minimum LC requirement (equal to or above 20%) and such undertaking shall become a part of the contract, if awarded [Format enclosed as **Annexure- A-1 to BEC**].

c. The aforesaid undertaking of the bidder as stated in point (b) above shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or

from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content. [Format enclosed as **Annexure- A-2 to BEC**].

d. Bidder to submit a copy of their Certificate of Incorporation/Registration in India.

3.0 TECHNICAL EVALUATION CRITERIA:

3.1 The Bidder shall be a BOOT (Build-Own-Operate-Transfer)/ BOO (Build- Own-Operate)/ BOOM (Build-Own-Operate-Maintain)/ BOT (Build-Operate-Transfer) Contractor.

OR

An EPC (Engineering, Procurement and Construction)/ LSTK (Lump Sum Turnkey) contractor and with Operation & Maintenance (O & M) experience.

Bidder with only O&M experience is not eligible to bid as a Single Bidder or as a primary bidder in a Consortium/Parent-Subsidiary/Sister or Co-Subsidiary/Technical Collaboration etc.

3.2 **Qualifying Experience Criteria**:

3.2.1 The bidder shall have executed and completed at least one (1) **"Similar Work"** during last 7 years reckoned from the original BCD (Bid Closing Date).

3.2.2 Bidder shall confirm that there have been no material violations of applicable Environmental or Health and Safety laws or regulations at the cited project reference for qualification under 3.2.1 which have resulted in issuance of show cause notice against the bidder or O&M partner.

The Bidder shall submit an undertaking in this regard as per Format enclosed as **Annexure-B to BEC**.

NOTE to Para 3.2*:*

"**Similar Work**" mentioned shall means execution of contract with minimum scope of work comprising of activities under (i) or (ii) or (iii) or (iv) i.e:

i) **Bidder having experience of BOO/BOOT/BOOM/BOT:-** "Design, Engineering, Procurement, Construction, Commissioning of One (1) onshore/offshore Crude *Oil* Separation/Production/Processing Facility of minimum capacity of 1000 KLPD of gross liquid (crude oil + formation water)" or "Design, Engineering, Procurement, Construction, Commissioning of One (1) onshore/offshore Natural Gas Separation/Production/Processing *Facility* of minimum capacity of 1.0 MMSCMD of natural gas" in BOO/BOOT/BOOM/BOT basis with single point responsibility."

Bidder should have also executed operation and maintenance jobs of above Facility for a minimum period of 2 years after Commissioning (excluding PGTR period).

Note to (i):

a) Crude Oil/Natural Gas Separation/Production/Processing Facility shall mean Group Gathering Station (GGS) or Oil collecting Station (OCS) or Field Gas Gathering Station (FGGS) or Natural Gas Processing Plant (GPP) or Offshore Processing Unit like Floating Production Storage and Offloading (FPSO)/Fixed Production/ Processing Platform/Facility or Crude Oil Refining/ Petrochemical Processing Facility.

b) Experience in ETP/STP/RWTP, WIS, Gas Compression Plant, Gas Booster Plant/Station, Re-Gasification/Liquefaction Plant, Tank Farms/Terminal, Bowser Unloading Terminals, Utilities, Pipelines/ Pipeline Terminals will not be considered.

OR

ii) **Bidder having experience of EPC/LSTK and required O&M experience in the reference job:-** "Design, Engineering, Procurement, Construction, Commissioning of One (1) onshore/offshore Crude Oil Separation/Production/Processing Facility of minimum capacity of 1000 KLPD of gross liquid (crude oil + formation water)" or "Design, Engineering, Procurement, Construction, Commissioning of One (1) onshore/offshore Natural Gas Separation/Production/Processing Facility of minimum capacity of 1.0 MMSCMD of natural gas" in LSTK/ EPC basis with single point responsibility.

Bidder should have also executed operation and maintenance jobs of above Facility for a minimum period of 2 years after Commissioning (excluding PGTR period).

Note to (ii):

a) Crude *Oil/Natural Gas* Separation/Production/Processing Facility shall mean Group Gathering Station (GGS) or Oil collecting Station (OCS) or Field Gas Gathering Station (FGGS) or Natural Gas Processing Plant (GPP) or Offshore Processing Unit like Floating Production Storage and Offloading (FPSO)/Fixed Production/ Processing Platform/Facility or Crude Oil Refining/ Petrochemical Processing Facility.

b) Experience in ETP/STP/RWTP, WIS, Gas Compression Plant, Gas Booster Plant/Station, Re-Gasification/Liquefaction Plant, Tank Farms/Terminal, Bowser Unloading Terminals, Utilities, Pipelines/ Pipeline Terminals will not be considered.

OR

iii) **Bidder having experience of EPC/LSTK and does not have O&M experience in the same reference job** :- "Design, Engineering, Procurement, Construction, Commissioning of One (1) onshore/offshore Crude *Oil* Separation/Production/Processing *Facility* of minimum capacity of 1000 KLPD of gross liquid (crude oil + formation water)" or "Design, Engineering, Procurement, Construction, Commissioning of One (1) onshore/offshore Natural Gas Separation/Production/Processing *Facility* of minimum capacity of 1.0 MMSCMD of natural gas" in LSTK/ EPC basis with single point responsibility**.**

AND

Bidder should have also executed O&M jobs for a minimum period of 3 (Three) years in any other project/contract for onshore/offshore Crude Oil/Natural Gas Separation/Production/Processing Facility.

Note to (iii):

a) Crude *Oil/Natural Gas* Separation/Production/Processing Facility shall mean Group Gathering Station (GGS) or Oil collecting Station (OCS) or Field Gas Gathering Station (FGGS) or Natural Gas Processing Plant (GPP) or Offshore Crude Oil/Natural Gas

Production/Processing Unit like Floating Production Storage and Offloading (FPSO)/Fixed Production/ Processing Platform or Crude Oil Refining/ Petrochemical Processing Facility.

b) Experience in ETP/STP/RWTP, WIS, Gas Compression Plant, Gas Booster Plant/Station, Re-Gasification/Liquefaction Plant, Tank Farms/Terminal, Bowser Unloading Terminals, Utilities, Pipelines/ Pipeline Terminals will not be considered.

OR

(iv) **Bidder having experience of EPC/LSTK and does not have O&M experience:** "Design, Engineering, Procurement, Construction, Commissioning of One (1) onshore/offshore Crude *Oil* Separation/Production/Processing *Facility* of minimum capacity of 1000 KLPD of gross liquid (crude oil + formation water)" or "Design, Engineering, Procurement, Construction, Commissioning of One (1) onshore/offshore Natural Gas Separation/Production/Processing *Facility* of minimum capacity of 1.0 MMSCMD of natural gas" in LSTK/ EPC basis with single point responsibility**.**

AND

O&M contractor as partner in Consortium/JV Partner as detailed in Para 4.0 below. The O&M partner should have executed O&M jobs for a minimum period of 3 (Three) years in an onshore/offshore Crude Oil/ Natural Gas Separation/ Production/ Processing Facility.

Note to (iv):

a) Crude *Oil/Natural Gas* Separation/Production/Processing Facility shall mean Group Gathering Station (GGS) or Oil collecting Station (OCS) or Field Gas Gathering Station (FGGS) or Natural Gas Processing Plant (GPP) or Offshore Crude Oil/Natural Gas Production/Processing Unit like Floating Production Storage and Offloading (FPSO)/Fixed Production/ Processing Platform or Crude Oil Refining/ Petrochemical Processing Facility.

b) Experience in ETP/STP/RWTP, WIS, Gas Compression Plant, Gas Booster Plant/Station, Re-Gasification/Liquefaction Plant, Tank Farms/Terminal, Bowser Unloading Terminals, Utilities, Pipelines/ Pipeline Terminals will not be considered.

<u>Notes to BEC Clause 3.0 (Technical Evaluation Criteria) above</u>:

In support of the experience criteria under of Clause No. 3.0 above, the bidder must furnish the following documents / photocopy (self- attested/attested) along with the bid:

A. <u>In case work experience is against OIL's Contract:</u> Bidder must submit Job Completion Certificate issued by the company indicating the following:

i) Work order no./Contract no.

ii) Period of Service

iii) Nature of Service

or

Latest SES (Service Entry Sheet) in case of running contract.

B. <u>In case work experience is not against OIL's Contract:</u> Bidder must submit the following:

i) Purchase Order (PO)/Work Order (WO)/Contract document showing PO No. /WO No./Contract No., scheduled completion date and details of work.

ii) Any below mentioned certificate with date, sign/seal of Client, contact details of the Client /End user for which the project was executed:

Job Completion certificate/commissioning certificate/handing over certificate bearing acceptance by Client/ completion OR Proof of settlement / release of final payment against the contract/ Completion of Defect Liability Period (OR) any performance certificate issued by Client/End user that can substantiate the satisfactory execution of contract.

Note to (A) & (B) above:

i) Only Letter of Intent (LOI)/Letter of Award (LOA)/ Notice of Award (NOA)/ Fax of Award (FOA) or Work Order(s) are not acceptable as evidence for qualification.

ii) In case bidder has completed jobs mentioned under "similar work" as part of ongoing contract, fulfillment of all activities mentioned under stipulated under clause no. 3.2 will only be treated as acceptable experience.

iii) Work executed through 'sub-contracting' shall not be considered for evaluation.

iv) Work executed by a bidder for its own organization/subsidiary/Joint Venture cannot be considered as experience for the purpose of meeting BEC.

v) Bids submitted for part of the work will be rejected.

4.0 BIDDER ELIGIBILTY CRITERIA:

Bidder can quote under any of the below mentioned category:

4.1 Single entity bidder (called Single Bidder)

Single entity being a company incorporated under the provisions of the Companies Act 1956/ Companies Act 2013 (as amended from time to time) and qualifying based on their own experience.

4.2 Consortium Bid:

A group of Entities (each referred to as a "Member") coming together to implement the Project ("Consortium"), wherein, such Consortium shall not have more than 3 (three) Members including Leader.

In case the bidder is a Consortium of Companies, the following requirements must be satisfied by the bidder:

i) Bidder in a Consortium: The Principal bidder is to be incorporated in India and shall maintain more than 20% local content of offered service as mentioned in clause 2.0; the principal bidder will be the Leader for the purpose of Bid and submit the bid on behalf of the consortium.

ii) Any member of the consortium on its own shall satisfy the minimum experience requirement as per Clause No. 3.1 & 3.2 above and should not rely on its consortium partners, subsidiary/parent company/co-subsidiary or through any other arrangement like Technical Collaboration agreement for meeting the experience criteria.

iii) Each member in a consortium may only be a legal entity and not individual person. The consortium member descriptions shall indicate what type of legal entity the member is and its jurisdiction of incorporation (or of establishment as a legal entity other than as a corporation) and provide evidence by a copy of the articles of incorporation (or equivalent documents)

iv) Bid shall specifically identify and describe each member of consortium.

Only the principal bidder of the consortium should register in the e-tender portal and submit bid on behalf of the Consortium. The other members of the Consortium shall ratify all the acts and decisions of the Leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.

v) For Consortium, bidder shall submit agreement/MOU (duly executed by the Authorized Executives of the consortium members and notarized) along with the bid clearly defining the scope and responsibility of each member including identification of one member that will assume and discharge the responsibility of the leader for execution of the contract. The distribution of work among leader and other member of consortium shall be identified in MOU and not to be changed later.

In case of successful Bidder, the MOU shall be converted to a definite Agreement before signing the contract and this agreement must remain in force at least till the pendency of the contract.

The MOU/Agreement should be legally valid i.e., it should be on a non- judicial stamp paper and notarized. In case of involvement of overseas bidder/consortium partner, the MOU/Agreement should be notarized/ endorsed by Indian Embassy.

vi) Constitution of Consortium: If during evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the consortium which had originally submitted the bid, to derive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection. Similarly, under such a situation the contract shall be liable for termination, if already awarded.

vii) The performance security shall be in the name of the leader on behalf of the consortium.

viii) Each authorized member of consortium shall be jointly and severally responsible for the performance of the contract and discharge of the contractor's obligations and liabilities under the contract. (Authorization certificates shall be attached.)

ix) In case any one or more member(s) of the Consortium back/s out or is declared bankrupt or in any other way becomes incapable of execution of the project, the remaining member/s shall have to take the entire responsibility of the project completion failing which PBG will be invoked.

The MOU/Agreement as above in Clause (v) above shall contain appropriate terms to that effect.

x) No change in Project plans or timelines or pricing will be permitted as a consequence of any withdrawal or failure to perform by consortium member.

xi) Consortium members shall give power of attorney to the leader to incur liabilities and receive instruction from OIL/EPMC for and on behalf of any and all members of Consortium.

xii) Bidder/Consortium members submitting their bid shall not be under liquidation, court receivership or similar proceedings and shall submit a declaration in this regard.

xiii) The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/ misunderstanding/undefined activities, if any, amongst all the consortium members.

xiv) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium/joint venture members.

xv) Members of the consortium are not allowed to quote separately/ independently against this tender. All the bids received in such case shall be summarily rejected. Further, all bids from parties with technical support from the same Principal shall be rejected.

xvi) Certified copies (attested by Director/Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering into such consortium with each other for submission of bid for the NIT and authorizing designated executives of each company to sign in the MOU to be provided along with the technical bid.

xvii) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.

xviii) In case of consortium bids, the bid shall be signed/ digitally signed in line with tender stipulation by the leader of consortium. The power of attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the bid offer.

4.3 <u>Bid from Indian Company with Technical Collaboration:</u>

In case of Indian Companies wishing to bid with technical collaboration from Indian/foreign partners, the following conditions will have to be met:

i) The primary bidder (Indian Company) shall have an experience of successfully completing at least 01 (one) no. of work of construction of a refinery/ petrochemical plant/chemical plant/hazardous chemical plant on its own during the last 07 (Seven) years to be reckoned from the original bid closing date, in case they do not have the requisite qualifying experience of upstream Oil/Gas processing installations as detailed in Para 3.2. In support of the experience, the bidder shall submit documentary evidence as per Para 3.1. Only the independent experience of the primary bidder shall be considered for the purpose of this tender. The experience of the primary bidders with other firms/Technical Collaborator/JV partner/ subcontracting/under supervision of either client or other professionals shall not be qualified.

ii) The Technical Collaborator on its own shall meet the experience criteria Clause No. 3.1 & 3.2 above. The experience of the Technical Collaborator with other firms shall not be qualified. In this regard, the documents establishing experience of the Technical Collaborator shall be submitted as per Clause "**Notes to BEC Clause 3.0 (Technical Evaluation Criteria)** above**.**

iii) Indian bidders quoting based on technical collaboration shall submit a duly Notarized Memorandum of Understanding (MOU)/Agreement with their technical collaborator clearly indicating their roles and responsibilities under the scope of work which shall be addressed to OIL and shall remain valid and binding for the contract period under this tender.

iv) The primary bidder shall be responsible for executing the LC clause as given in Para 2.0 (b)- "Eligibility Criteria".

v) Indian bidder and Technical Collaborator are not allowed to quote separately/ independently against this tender. All the bids received in such case shall be summarily rejected.

4.4 Bid from Joint Venture Company:

i) In case the bidder is Joint Venture Company, they must be registered in India and incorporated under the Companies Act 1956 (and any amendment thereunder) and shall maintain more than or equal to 20% local content of offered service as mentioned in clause 2.0.

ii) For purpose of technical qualification, following conditions must be fulfilled:

A. The JV on its own shall meet the experience criteria as per Para 3.0.

OR

B. Any member of the JV having a stake of at least 26% in the JV, on its own shall meet experience requirement as per Para 3.0.

Notes:

a) In case of Clause 4.4.ii.B above, an undertaking from the Joint Venture partner, based on whose experience the JV seek qualification, shall be submitted with the techno commercial bid stating that they shall maintain minimum 26% shareholding in the JV till the execution of the contract.

b) The JV or its member (as the case may be) shall not rely on the experience of its supporting company/ subsidiary/ co-subsidiary/ sister subsidiary/ parent/ holding/ affiliating/ associate company or through any other arrangement like technical collaborator for meeting the technical criteria.

c) The documents establishing experience of the JV or its member (as the case may be) shall be submitted as per Clause 3.2.

d) Members of the JV are not allowed to quote separately/ independently against this tender. All the bids received in such case shall be summarily rejected.

iii) **Constitution of Joint Venture**: The members of the JV should not be more than 3 (three). If during evaluation of bid, a JV leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the Joint Venture which had originally submitted the bid, to drive some advantages/benefits based on any deve1opment(s) having come to his knowledge at any time, the bid of such a JV shall be liable for rejection. Similarly, under such a situation the contract shall be liable for termination, if already awarded.

iv) **Indian Companies/Joint Venture companies (Incorporated JV)**: Indian bidders whose proposal for Joint Venture involves foreign equity participation or payment of royalty and /or lumpsum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval, on their application submitted to SIA/RBI, prior to the date of price bid opening. Confirmation to this effect and declaration on the same to be provided as part of their technical offer.

4.5 Bid submitted by bidder on the basis of the Technical Experience of Parent/Subsidiary Company:

Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause No. 3.1 and 3.2, can also be considered provided the bidder is a subsidiary company of the parent company (supporting company) in which the parent company has wholly owned stake or parent company can also be considered on the strength of its wholly owned subsidiary (supporting company]. However, the parent/subsidiary company of the bidder should on its own meet the experience as stipulated in Clause No. 3.0 and should not rely for meeting the experience criteria on its sister subsidiary/co-subsidiary company or through any other arrangement like technical collaboration agreement etc.

In case of subsidiary company dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder should enclose a Parent/Subsidiary Guarantee (as per format enclosed as **Annexure-C(I) to BEC** between the parent and the subsidiary company or vice-versa and Parent/ Subsidiary Guarantee (as per format enclosed as **Annexure-C(II) to BEC** from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid.

Parent/Subsidiary Company is not allowed to quote separately/ independently against this tender. All the bids received in such case shall be summarily rejected.

The participating bidder must be incorporated in India and maintaining more than or equal to 20% local content of offered service as mentioned in clause 2.0.

4.6 In case Bid is submitted on the basis of the Technical Experience of Sister Subsidiary/Co-Subsidiary Company

Offers of those bidders who themselves do not meet the technical experience criteria as stipulated in Clause No. 3.0 above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company (Supporting Company) within the ultimate parent/holding company subject to meeting the following conditions:

i) Provided that the sister-subsidiary/co-subsidiary company and the bidding company are both wholly owned subsidiaries of an ultimate parent/holding company either directly or through intermediate wholly owned subsidiaries of the ultimate parent/holding company or through any other wholly owned subsidiary company within the ultimate/ holding parent company. Documentary evidence to this effect to be submitted by the ultimate parent/holding company along with the technical bid.

ii) Provided that the sister subsidiary/co-subsidiary company on its own meets the experience criteria stipulated in the Clause 3.0 above and not through any other arrangement like Technical Collaboration agreement etc.

iii) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide **Annexure-D to BEC**, between them, their ultimate parent/holding company, along with the technical bid.

iv) Sister-subsidiary / Co-subsidiary Company is not allowed to quote separately/ independently against this tender. All the bids received in such case shall be summarily rejected.

v) The participating bidder must be incorporated in India and maintaining more than or equal to 20% local content of offered service as mentioned in clause 2.0

Note to BEC Clause 4.0:

(A) In case of situations mentioned in Para 4.5 & 4.6 above, bidders shall submit following:

i) Undertaking by the Supporting Company to provide an additional Performance Security (as per format and instructions enclosed), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company in case the bidding company is the successful bidder. In cases, the Supporting Company do not have Permanent Establishment in India, the bidding company can furnish this additional Performance Security on behalf of the supporting company in addition to their own Performance Security as per tender. In such case, bidding company shall furnish an undertaking that their foreign based supporting company/ultimate parent company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

ii) Undertaking from the supporting company to the effect that in addition to invoking the Performance Security submitted by the Contractor, the additional BG provided by the supporting company shall be invoked by OIL due to non-performance of the Contractor.

(B) Bidders quoting on the technical strength of Parent/Subsidiary/ Sister-Subsidiary/Technical Collaborator/Joint Venture member Company's experience (who qualifies the Technical requirement as per the tender qualifying criteria) should provide the respective services including key personnel for a minimum duration of 70% of construction period till Commissioning of GGS Plant and for a minimum duration of 20% of O&M period during execution of the contract. A declaration as per **Annexure-E to BEC** in this respect to be submitted as part of technical bid.

5.0 FINANCIAL EVALUATION CRITERIA:

The following Annual 'Financial Turnover' and 'Net Worth' shall have to be met by the bidder. [In case of bids from consortium/parent subsidiary/sister subsidiary/technical collaboration/JV etc., supporting documents as per the **Notes from (3) to (6)** below are to be submitted along with the bid.]

Clause No.	Parameter	Financial Criteria
5.1	Annual Financial Turnover	**a)** Annual Financial Turnover from operations of the Single Bidder or participating Bidder with Technical Collaboration during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be minimum **Rs. 31,60,00,000.00 (Rupees Thirty-one Crores and sixty lakhs only)** as per the Audited Annual Reports. **b)** In the case bidder is a Consortium, the Annual Financial Turnover from operations of at least one member of the consortium in any of preceding 03 (three) financial/ accounting years, reckoned from the original bid closing date should meet minimum **Rs. 31,60,00,000.00 (Rupees Thirty-one Crores and sixty lakhs only)** as per the Audited Annual Reports and each of the other members of consortium should meet minimum **Rs. 31,60,00,000.00 (Rupees Thirty-one Crores and sixty lakhs only)** as per the Audited Annual Reports in any of preceding 03 (three) financial/accounting years, reckoned from the original bid closing date. **c)** In the case bidder is a Incorporated Joint Venture company, who does not meet financial criteria by itself and submits bid based on the financial strength of its member having more than 50% stake in the JV, Annual Financial Turnover from operations of the member having more than 50% stake in the JV during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be minimum **Rs. 31,60,00,000.00 (Rupees Thirty-one Crores and sixty lakhs only).** Documents need to be submitted along with the technical bid in support of above. **d)** In case the bidder is a subsidiary company (should be a wholly owned subsidiary of the parent/ultimate parent/holding company), who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ ultimate parent/ holding company, Annual Financial Turnover from operation of the parent/ ultimate parent / holding company (supporting company) during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be minimum **Rs. 31,60,00,000.00 (Rupees Thirty-one Crores and sixty lakhs only).** Documents need to be submitted along with the technical bid in support of above. **Note to 5.1:** Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (i.e., bidding entity, as the case may be) during a financial year" as per the Companies Act, 2013 Section 2 (91).

Clause No.	Parameter	Financial Criteria
5.2	Net worth	**a)** Net-worth of the Single Bidder or participating Bidder with Technical Collaborator should be minimum **Rs 9,50,00,000.00 (Rupees Nine Crores and Fifty Lakhs only)** as per immediate preceding audited financial year result. **b)** In the case bidder is a consortium, Net Worth of all the consortium partners individually should meet minimum **Rs 9,50,00,000.00 (Rupees Nine Crores and Fifty Lakhs only)** as per immediate preceding audited financial year result. **c)** In the case bidder is a Incorporated Joint Venture company, who does not meet financial criteria by itself and submits bid based on the financial strength of its member having more than 50% stake in the JV, Net worth of the member having more than 50% stake in the JV (supporting company) should be minimum **Rs 9,50,00,000.00 (Rupees Nine Crores and Fifty Lakhs only) f**or the accounting year preceding the original bid closing date. **d)** In case the bidder is a subsidiary company (should be a wholly owned subsidiary of the parent/ultimate parent/holding company), who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ ultimate parent/ holding company, Net worth of the parent / ultimate parent / holding company (supporting company) should be minimum Rs 9,50,00,000.00 (Rupees Nine Crores and Fifty Lakhs only)for the accounting year preceding the bid closing date. **Note to 5.2:** Net worth shall mean: "the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation." Or "Share capital + Reserves created out of profits and securities Premium — Aggregate value of accumulated losses (excluding revaluation reserves) — deferred expenditure — Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"

Clause No.	Parameter	Financial Criteria
5.3	Working Capital	**a)** The Bidder should have minimum working capital equal to **Rs 9,50,00,000.00 (Rupees Nine Crores and Fifty Lakhs only)** as per immediate preceding audited financial year result. **b)** Similarly, in case of consortium bidding the minimum cumulative working capital should be equal to **Rs 9,50,00,000.00 (Rupees Nine Crores and Fifty Lakhs only)** for the accounting year preceding the original bid closing date. **c)** Similarly, in case the bidder is an Incorporated Joint Venture company, who does not meet financial criteria by itself and submits bid based on the financial strength of its member having more than 50% stake in the JV, then the member having more than 50% stake in the JV should have minimum working capital equal to **Rs 9,50,00,000.00 (Rupees Nine Crores and Fifty Lakhs only)** as per immediate preceding audited financial year result. **d)** Similarly, in case the bidder is a subsidiary company (should be a wholly owned subsidiary of the parent/ultimate parent/holding company), who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/ holding company, then of the parent/ultimate parent/holding company (supporting company) should have minimum working capital equal to **Rs 9,50,00,000.00 (Rupees Nine Crores and Fifty Lakhs only)** as per immediate preceding audited financial year result. **e)** In case the working capital is short the bidder can supplement the same through line of credit from a scheduled commercial bank having net worth more than 100 Crores as per enclosed format. [**Annexure-F to BEC].** Note: Working Capital shall mean "Current Assets minus Current liabilities" as per latest year's audited consolidated annual Financial Statements.

Clause No.	Parameter	Financial Criteria
5.4	Bid Capacity	The bidding capacity of the Single Bidder or participating Bidder with Technical Collaborator or cumulative bidding capacity of the Consortium should be equal to or more than **Rs. 63,20,00,000.00 (Rupees Sixty-three Crores and 20 lakhs only).** The bidding capacity shall be worked out by the following formula: Bidding Capacity = (A x 1.5] – B, where, A = Maximum annual turnover in any one of the preceding three financial years B = Commitments in next twelve months from the date of expiry of the bid validity as per enclosed format [**Annexure-G to BEC]** Notes: In case the bidder is an Incorporated Joint Venture company, who does not meet financial criteria by itself and submits bid based on the financial strength of its member having more than 50% stake in the JV, then the bidding capacity of the member having more than 50% stake in the JV should be equal to or more than **Rs. 63,20,00,000.00 (Rupees Sixty three Crores and Twenty lakhs only)** Similarly, in case the bidder is a subsidiary company (should be a wholly owned subsidiary of the parent/ultimate parent/holding company), who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ ultimate parent/ holding company, then of the bidding capacity of the parent/ ultimate parent / holding company (Supporting company) should be equal to or more than **Rs. 63,20,00,000.00 (Rupees Sixty three Crores and Twenty lakhs only).**
5.5	Debt Equity Ratio	Debt equity ratio of the Single Bidder or participating Bidder with Technical Collaborator or all consortium partners should not be more than 2:1. Debt equity ratio shall mean long term borrowings/Net-worth. Notes: (i) In case the bidder is an Incorporated Joint Venture company, who does not meet financial criteria by itself and submits bid based on the financial strength of its member having more than 50% stake in the JV, then the debt equity ratio of the member having more than 50% stake in the JV should not be more than 2:1. (ii) Similarly, in case the bidder is a subsidiary company (should be a wholly owned subsidiary of the parent/ultimate parent/holding company), who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ ultimate parent/ holding company, then of the debt equity ratio the parent/ ultimate parent/holding company (supporting company) should not be more than 2:1.

Notes:

1) For proof of Annual Turnover, Net worth, Working Capital, Bid Capacity, Debt Equity Ratio etc., any one of the following documents must be submitted along with the bid:

   i. A certificate* issued by a practicing Chartered / Cost Accountant (with Membership Number and Firm Registration Number and UDIN), certifying the Annual Turnover, Net worth, Working Capital, Bid Capacity, Debt Equity Ratio as per format prescribed in [**Annexure-H to BEC]**

   OR

   ii. Audited Balance Sheet along with Profit & Loss account along with filled in format of details of existing commitments for determining bid capacity.

   *Note:

   - Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019, by Chartered Accountant in Practice.

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

   - In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR, the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.

2) Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/ within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) 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) has actually not been audited as on the original bid closing date as per format prescribed in [**Annexure-I to BEC].**

3) In case the bidder is a Government Department, they are exempted from submission of documents mentioned under Para 1 and 2 above.

4) In case of Incorporated Joint Venture: In case the bidder is an Incorporated Joint Venture company, who does not meet financial criteria by itself and submits bid based on the financial strength of its member having more than 50% stake in the JV, then documents need to be submitted along with the technical bid in support of the following:

   a. Corporate Guarantee (as per [**Annexure-J to BEC]** on the letter head of the member having more than 50% stake in the JV signed by an authorized official undertaking that they would financially support the Joint Venture for executing the project / job in case the same is awarded to them, and documents to substantiate that the member has more than 50% stake in the JV company.
   b. An undertaking from the Joint Venture partner, based on whose experience the JV seek financial qualification, shall be submitted with the techno commercial bid stating that they shall maintain minimum 50% shareholding in the JV till execution of the contract is accomplished.
   c. A certificate from the statutory Auditor of the bidding company as well as of the supporting company to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificates should be duly certified by the Company Secretary or one of the Directors of the company concerned.

5) In case the bidder is a **subsidiary company** (should be a wholly owned subsidiary of the parent/ultimate parent/holding company), who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ ultimate parent/ holding company, then documents need to be submitted along with the technical bid in support of the following:

   (i) Corporate Guarantee as per [**Annexure-K(I) to BEC]** on parent/ultimate parent/ holding company's (supporting company) letter lead signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project / job in case the same is awarded to them, and

   (ii) A certificate from the statutory Auditor of the bidding company as well as of the parent/ ultimate/ holding parent company (supporting company) to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificates should be duly certified by the Company Secretary or one of the Directors of the company concerned.

Note: The above certificates and undertaking under all headings should not be more than 30 days old as on the original bid closing date.

6) In case bidder qualifies as per Clause No. 4.5 & 4.6, following conditions are required to be fulfilled/documents to be submitted:

   (i) Undertaking by both the supporting company & bidder as per **Annexure-K(II) to BEC** to provide a performance security (as per format and instructions enclosed as per **Annexure-K(III) to BEC**, equivalent to 50% of the value of the performance security, which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder.

(ii) Undertaking by both the supporting company & bidder as per **Annexure-K(II) to BEC** to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.

(iii) In cases where subsidiary/parent/ sister subsidiary / co-subsidiary companies do not have Permanent Establishment in India, the bidding company can furnish Performance Security equivalent to 150% of the value of the Performance Security which is to be submitted by the bidding company.

6.0 COMMERCIAL EVALUATION CRITERIA

6.1 The bids are to be submitted in single stage under Two Bid Systems i.e. Unpriced Techno-Commercial Bid and Price Bid simultaneously to be uploaded in separate designated area/ tab in OIL's e-tender portal respectively. The Un-priced techno commercial bid (or technical bid) must comprise of all the technical documents substantiating the previous experience, financial & technical credentials of the bidder and any other document as asked for in the bid document. There should not be any indication of price in the technical bid; otherwise, the bid shall be rejected straightway. Bids not conforming to this two-bid system shall be rejected outright.

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 as per **"Annexure N to BEC**" is to be uploaded in the "Notes & Attachments" Tab.

6.2 Computation of the above-mentioned all-inclusive price must be done as per **"Schedule of Rates/Price (Form SOR/P)/Price-Bid Format"**.

Note: The breakup of the quoted / offered price, as per the prescribed "Schedule of Rates/Price (Form SOR/P)/Price-Bid Format" MUST NOT be uploaded with the technical bid; otherwise, the bid shall be rejected straightway.

6.3 Bid Security is not applicable against this tender. However, bidders shall submit a '**Bid Security Declaration'** as per format prescribed in as per [**Annexure-L to BEC]** attached, accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign / accept the contract, or to submit a performance security before the deadline defined in the NIT, they will be suspended for the period of two years. This suspension of two year shall be automatic without conducting any enquiry.

6.4 Bidders must submit duly filled undertaking as per format provided vide [**Annexure-M to BEC**] as undertaking towards submission of authentic information/ documents along with the Un-priced Techno-Commercial Bid.

6.5 Bid received with validity of offer less than 120 (One hundred twenty) days from original Bid Opening Date will be rejected.

7.0 PRICE EVALUATION CRITERIA:

7.1 Price bids shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.

7.2 The bidder must quote their total price for the entire 10 years contractual service period inclusive of all taxes, duties, liabilities but excluding GST in the "Price Bid Format" -**Annexure N to BEC.**

7.3 The total price quoted by the successful bidder in the Price Bid Format must remain firm during the performance of the contract. The Total Quoted Price of the successful bidder shall be spread over each **SOP item no**. mentioned in **Schedule of Payment (Annexure N1 to BEC)** as per weightage mentioned in **Schedule of Payment** after award of contract in agreement with OIL. However, all bidders shall submit sealed-signed copy of **Annexure N1 to BEC** as a token of acceptance to Payment Schedule.

7.4 If there is any discrepancy between the unit price and the total price, the **total price will prevail,** and the unit price shall be corrected later after award of contract. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

7.5 The quantities shown against each item in the "**Schedule of Payment-(Annexure N1 to BEC)"** are considered based on maximum envisaged quantities to be consumed over the 10 years contractual BOOT basis O&M period. However, Contractor will be paid based on the actual number of days/months/ quantities consumed against "Fixed O&M Charges" and "Variable O&M Charges", as the case may be.

7.6 Bidder must include all liabilities and taxes including statutory liabilities **excluding GST**.

7.7 Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e., considering total quoted prices for all items inclusive of all liabilities and excluding GST.

7.8 The bidders are advised not to offer any discount / rebate separately and to offer their prices in the Price Bid Format after considering discount / rebate, if any.

7.9 Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.

7.10 The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and excluding GST.

7.11 In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.

7.12 Filled in "Schedule of Rates/Price (Form SOR/P)/Price-Bid" uploaded without giving any of the details of the taxes (including rates and amounts) will be considered as inclusive of all taxes excluding GST.

7.13 Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.

7.14 Based on the evaluation of techno-commercially qualified bidders, the contract will be signed with L-1 bidder.

7.15 **CUSTOMS DUTY**: In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06 2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @12% (BCD Nil & IGST @12%) subject to conditions

specified therein (Condition No. 48). However, Condition No. 48 along with List-33 of the said notification has been amended vide Customs Notification No. 02/2022-Customs dated 01.02.2022.

7.16 Similarly, the domestic supply of such goods would attract 12% GST (i.e. IGST or CGST & SGST/ UTSGT) on submission of EC in terms of GST Notification No. 03/2017.

7.17 Bidders shall take note of the prevailing customs notifications including the latest amendment vide gazette Notification No. 02/2022-Customs dated 01.02.2022 while quoting their prices. Bidder should consider concessional Customs Duty only for those items appearing in List-33 therein. Items of their import other than those appearing in List-33 of the said gazette notification shall be considered as duty payable on merit basis in their respective bid. OIL shall issue the requisite undertaking/certificate on request from Contractor for availing concessional rate of customs duty only against the items explicitly covered under List-33 of Customs Notification No. 02/2022-Customs dated 01.02.2022 or against any other item(s) subsequently declared by the competent authority during the tenure of the contract to be duty exempted/concessional. However, in the event of refusal/denial by Customs Authority to accord exemption/concession of Customs Duty against import of items which are explicitly covered under List-33 of Notification No. 02/2022-Customs dated 01.02.2022, such applicable customs duty shall be reimbursed at actual by OIL to the Contractor on submission of documentary evidence.

7.18 Similarly, the items other than those appearing in List-33 of the said gazette notification, if to be imported by the Contractor for the purpose of execution of contract against this tender, the same shall be considered as duty payable on merit basis and the applicable customs duty thereof must be included by the bidder in their respective bid value. OIL will not issue any Undertaking / Certificate towards customs duty concession/exemption for those items (not included in List-33 of Notification) and the duty payable on merit shall be borne by the Contractor. However, any other item if subsequently notified by the competent authority to be Duty free/concessional during the tenure of the contract, OIL will issue requisite Certificate/Undertaking for Contractor to avail the Customs Duty benefit and the duty benefit must be passed on to OIL.

7.19 Additionally, for all those items against which the bidder considers the Customs Duty on merit, the list specifying the Customs Duty Rate (percentage) may be furnished, so that subsequent increase/ decrease in Customs Duty, if any shall be reimbursed/ recovered by OIL as the case may be on documentary evidence.

7.20 Bidders should submit the list of items which are to be imported for execution of the contract against this tender as per [**Annexure-O (I) to BEC]** prudently along with their bid. Undertaking/ Certificate for availing concessional rate of Customs Duty/GST shall be issued by OIL only for the eligible items, provided the same are included in the [**Annexure-O (II) to BEC]** submitted by the bidder.

Note:

(i) The above stipulations shall prevail over other clauses if stipulated otherwise elsewhere in the original tender document/previous amendments. However, the aforementioned notifications are subject to change as per Government guidelines and the provisions ruling at the time of Bid Closing will be applicable.

(ii) The bidder must avail eligible input tax credit of GST and Customs Duty paid on input services /capital goods/ Inputs and benefit of input tax credit should be passed on to OIL by way of quoting

rate(s) net of input tax credit i.e. value of goods/service adjusted by input tax credit available to the bidder.

8.0 PURCHASE PREFERENCE:

8.1 Purchase Preferences allowed as per Government Guidelines in vogue and PPP (Public Procurement policy) for Micro and Small Enterprises is not applicable for this tender (being works contract tender).

8.2 **Purchase Preference Policy (Linked with Local Content) (PP-LC):**

Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order Re. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022, shall be applicable in this tender.

Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions of the notification no. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.04.2022 or subsequent amendments, if any.

8.3 **AWARD OF CONTRACT:** The contract for hiring of the tendered services shall be awarded as below**:**

A. L-1 bidder is a Class I PPLC bidder: In case if the L1 bidder is a Class I PPLC bidder, the contract shall be awarded to the L1 Class I PPLC bidder.

B. L-1 Bidder is other than Class I PPLC: In case if the L1 bidder is not a Class I PPLC bidder, then preference shall be given to the lowest eligible Class I PPLC bidder falling within the price band of L1+20%. If such Class I PPLC bidder agrees to match the price of L1 bidder, then the contract shall be awarded to them, else offer shall be given to the next higher Class I PPLC bidder within price band of L1+20% and so on. In case none of the Class I PPLC bidder within price band of L1+20% accept the L1 price, then the contract shall be awarded to L1 bidder.

9.0 THIRD PARTY INSPECTION:

9.1 Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies to verify and certify various documents required against BEC/BRC of the tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. RINA India Pvt. Ltd.	a. ssd@rina.org b. Andrea.Vattuone@rina.org
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. info@rcaindia.net
iii.	M/s. Germanischer Llyod Industrial Services GmbH (DNV GL- Oil & Gas)	a. mangesh.gaonkar@dnvgl.com

iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. Jaimin.Bhatt@tuv-sud.in b. sanjaykumar.singh@tuv-sud.in c. Pankaj.Narkhede@tuv-sud.in d. Ajit.Yadav@tuv-sud.in
v.	M/s. IRCLASS Systems and Solutions Private Limited	a. abhishek.singh@irclass.org b. pradeep.bansal@irclass.org c. Asim.Hajwani@irclass.org d. Amit.Ketkar@irclass.org e. industrial_services@irclass.org
vi.	M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.	a. contact@gulfllloyds.com b. bbhavsar@gulfllyods.com c. inspection@gulfllloyds.com d. gulfllloyds.india@gmail.com
vii.	M/s. TUV India Private Limited	a. salim@tuv-nord.com b. delhi@tuv_nord.com
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.Deotale@ind.tuv.com b. ravi.kumar@ind.tuv.com c. rupeshkumar.singh@ind.tuv.com d. Neeraj.Chaturvedi@ind.tuv.com
ix.	M/s. Bureau Veritas (India) Private Limited	a. udit.chopra@bureauveritas.com b. vishal.sapale@bureauveritas.com c. dinesh.sukhramani@bureauveritas.com d. p.sridhar@bureauveritas.com e. hariprasad.jhawar@bureauveritas.com f. amit.shaw@bureauveritas.com g. business.support@bureauveritas.com h. labhanshu.sharma@bureauveritas.com i. pramodkumar.yadav@bureauveritas.com j. sonal.lad@bureauveritas.com k. bvindia.corporate@in.bureauveritas.com

9.2 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by any one of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate as per [**Annexure-P to BEC]** by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-Party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.

As mentioned above, Bidder(s) have to submit the verified documents along the Technical Bids. Bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC/BRC without getting al1/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within 07 (Seven) days of bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility.

9.3 The methodology of inspection/verification of documents is broadly as under but not limited to:

(a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empanelled third-party certifying agencies for verification/certification. Neither OIL nor the third-party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.

(b) The prospective bidder shall contact any of the empanelled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/ BRC and list the documents to be verified. They shall depute their qualified/ competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification of documents by OIL's empanelled third-party agency shall not automatically make the bidder eligible for award of contract.

(c) Verification of documents (but not limited to) are normally categorized as under:

General Requirement:

- Check Bidder's PAN Card
- Check Bidder's GST Certificate
- Check ITR of company
- Check Bidder's Certificate of Incorporation — Domestic Bidder.

Additional Documents: {If applicable against the tender}

- Joint Ventures Agreements — To cross-check with JV Partners
- Consortium Agreements — To cross-check with Consortium Partners
- Holding/Parent/ Subsidiary/ Sister Subsidiary/Co-Subsidiary Company — To check the Share Holding pattern

Technical Criteria

To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender.

Financial Criteria

- Check and verify Audited Balance Sheet/ CA certificate
- To check the Line of Credit, if incorporated in the tender.

Note: If any documents LOI/LOA/Contacts, etc. are submitted towards BBC/BRC experience criteria issued by Oil India Limited, such documents need not be vetted by TPI agency.

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

11.0 OTHER CONFIRMATIONS FROM BIDDER:

While submitting bid, bidder will have to provide categorical confirmation as per [**Annexure-Q to BEC]** to below requirements; otherwise, his bid will be rejected.

(a) In the event of award, the contractor in accordance with RBI's "Consolidated Circular on Opening of Current Accounts and CC/OD Accounts by Banks" ref: RBI/2022-23/27 Dated:19/04/2022 shall

i) Open a project specific **Current/CC/OD Account** (located in the vicinity where the project is executed) in case contractor has not availed any credit facilities from the banking system till date or the contractor's aggregate exposure of the banking system is less than ₹5 Crore.

or

ii) Open a project specific **Current/CC/OD Account** (located in the vicinity where the project is executed) with any scheduled/nationalized banks with which it has CC/OD facility, provided that the bank has at least 10 per cent of the aggregate exposure of the banking system to the contractor. In case none of the lender banks has at least 10 per cent of the aggregate exposure, the project specific current account to be opened with the bank having the highest exposure among CC/OD providing banks.

or

iii) If the contractor is already having any existing account specifically opened against OIL existing project, the same can be treated for any other additional projects awarded to the contractor from OIL. Further, monetary limits to be maintained under the account will be treated cumulatively of all awarded projects from OIL.

(b) The contractor shall deposit an amount equal to 10% of the annualized contract value in the project specific bank account within 15 days from the date of issue of LOA. All payments against the contract shall be remitted to the project specific account. Any withdrawal from the deposited 10% value from this account shall be only after the first payment made by OIL (i.e. till first payment the minimum amount to be maintained in the account should be 10% of annualized contract value). At any point of time, the minimum balance after first remittance by OIL against invoice from the contractor shall remain 5% of the annualized contract value.

(c) The contractor will not be able to use this account for entering into any type of mortgage/loan/factoring arrangement with other financial institutions during the course of the contract execution with OIL without the written consent of OIL.

12.0 MOBILISATION TIME:

The bidders must confirm their compliance in their "Technical" bid as per [**Annexure-R to BEC]** to complete the commissioning of the GGS including PGTR within the following timeline stipulated from the date of issue of Letter of award (LOA)/Mobilization notice. Offers without confirmation of stipulated mobilization time /commissioning time or with mobilization time /commissioning time more than below mentioned period will be summarily rejected. The bidder shall confirm compliance of this in their technical bid.

a. Commissioning of Water injection station including PGTR: **18 months**
b. Commissioning of OCS & ETP+STP including PGTR: **24 months**

Note:

(i) For mobilization timeline details, please see Article-1 under Special Conditions of the Contract (Volume-I Part 3 Section III).

13.0 TRANSFER OF OWNERSHIP:

The bidders must confirm their compliance in their "Technical" bid as per [**Annexure-S to BEC]** for transfer of ownership after expiry of 10 yrs O&M period along with transfer of all its rights

and title attached with the Project Assets to OIL as per Terms, Conditions and Cost mentioned elsewhere in tender documents.

In case bidder is a Consortium/JV, responsibility of transfer of ownership shall be mandatorily in the scope of lead/primary member in the responsibility matrix of Consortium/JV.

14.0 GENERAL:

14.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.

14.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

14.3 If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.

14.4 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise, Bids shall be rejected.

14.5 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

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

14.7 The Bidders who are on Holiday/ Negative /Banned list of OIL on the 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. The provisions shall also be applicable to all the Members of the Consortium/Joint Venture.

14.8 Engineering and Design Capability: The bidder should have design and engineering capability for such EPC/LSTK job either in-house or through Third Party. The bidder should provide their in-house set up for design and engineering with the details of their personnel who are on regular pay roll of the bidder. The CV of all such personnel should also be submitted with the bid. In case of Design and Engineering by Third party, credential of the Third party is to be submitted along with the bid.

14.9 Project Management: The bidder should provide along with the bid the details of the project management, inspection & expediting & quality management team of the bidder who will be involved in managing the planning, execution of the project activities and supervising the construction work progress including Mechanical completion, Commissioning and PGTR at site, meeting all the quality requirements. The bidder should provide their in house set up for project management, inspection & expediting & quality management team with the details of

their personnel who are on regular pay roll of the bidder. The CV of such personnel should also be submitted with the bid.

14.10 In case bidder is a Consortium/JV, Project Management shall be mandatorily in the scope of lead/primary member in the responsibility matrix of consortium/JV.

15.0 Conflict of Interest:

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

15.2 Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants.

Bidder to undertake as per [**Annexure-T to BEC**] that they don't have any potential conflict that impacts their capacity to serve in the best interest of OIL. Incase bidder is a Consortium/JV/ all members of Consortium/JV shall submit undertaking.

In case bidder qualifies with supporting companies i.e. Parent Company/Sister/Co-subsidiary/Technical collaborator as applicable, related Parent Company/Sister/Co-subsidiary Technical collaborator shall also submit undertaking.

16.0 Requirement of Registration of a Foreign Bidder sharing a Land Border with India:

The Government of India amended the General Financial Rules 2017 vide OM no. 6/18/2019-PPD dated 23.07.2020 (and any amendment thereof) to enable imposition of restrictions on bidders from countries which share a land border with India on grounds of defense of India or matters directly or indirectly related thereto including national security. The Department of Expenditure has, under the said Rules, issued a detailed Order on public procurement to strengthen the defence of India and national security.

As per the Order any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Political and security clearance from the Ministries of External and Home Affairs respectively will be mandatory.

Bidder to provide undertaking as per **[Annexure-U to BEC]** towards compliance of office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (and any amendment thereof) issued by Department of Expenditure, Ministry of Finance, Govt. of India

17.0 Registration of Foreign Vendors:

A foreign company wishing to conduct business in India must be registered in India as per the requirement of Ministry of Corporate Affairs, Govt. of India.

18.0 Past performance of the bidder:

Company reserves the right to assess the Bidders' capability and capacity to perform, should the circumstances warrant such an assessment of past performance of similar work in OIL in the

overall interest of the Company. For the purpose, past performance of the bidder in the preceding **05 years** from the original BCD with respect to its quality of goods supplied and/or services rendered, which are offered, financial capability, its market reputation shall be considered for assessment. Bidders' having unsatisfactory past performance in OIL shall be disqualified from the bidding.

Note: Termination of contract on account of unsatisfactory performance **OR** supply of sub-standard/defective materials **OR** sub-standard execution of works/services **OR** financial stress during project execution affecting progress of the project, etc. shall indicate unsatisfactory past performance. It may be noted that above List is only illustrative and not exhaustive

Bidder to submit undertaking cum Declaration duly notarized along with the Bid as per [**Annexure-V to BEC]**

In case bidder is a Consortium/JV/ all members of Consortium/JV shall submit undertaking.

In case bidder qualifies with supporting companies i.e. Parent Company/Sister/Co- subsidiary/ Technical collaborator as applicable, related Parent Company/Sister/Co- subsidiary Technical collaborator shall also submit undertaking.

END OF VOLUME-1 PART-2

&&&&

LIST OF ANNEXURES

Sl. No.	Name of Annexure	Purpose
1	Annexure-A-1 to BEC (As per BEC Clause No. 2.0)	The Bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid, stating that the bidder meets the minimum LC requirement (equal to or above 20%) and such undertaking shall become a part of the contract, if awarded.
2	Annexure-A-2 to BEC (As per BEC Clause No. 2.0)	The aforesaid undertaking of the bidder above (Annexure-A-1) shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.
3	Annexure-B to BEC (As per BEC Clause No. 3.2.2)	Bidder shall confirm that there have been no material violations of applicable Environmental or Health and Safety laws or regulations at the cited project reference for qualification under 3.2.1 which have resulted in issuance of show cause notice against the bidder or O&M partner.
4	Annexure-C(I) to BEC (As per BEC Clause No. 4.5)	In case of subsidiary company dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder should enclose a Parent/ Subsidiary Guarantee.
5	Annexure-C(II) to BEC (As per BEC Clause No. 4.5)	Format for Parent/Subsidiary Guarantee from the parent/subsidiary company in relation to Annexure-C(I) above.
6	Annexure-D to BEC (As per BEC Clause No. 4.6 (iii))	To ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement between them and their ultimate parent/holding company,
7	Annexure-E to BEC (As per Notes to BEC Clause No. 4.0)	Bidders quoting on the technical strength of Parent/Subsidiary/ Sister-Subsidiary/Technical Collaborator/Joint Venture member Company's experience (who qualifies the technical requirement as per the tender qualifying criteria) should provide the respective services including key personnel for a minimum duration of 70% of construction period till Commissioning of GGS Plant and for a minimum duration of 20% of O&M period during execution of the contract.
8	Annexure-F to BEC (As per BEC Clause No. 5.3)	In case the working capital is short the bidder can supplement the same through line of credit from a scheduled commercial bank having net worth more than 100 Crores as per this Annexure.
9	Annexure-G to BEC (As per BEC Clause No. 5.4)	Bid capacity: "B"- Format for Commitments in next twelve months from the date of expiry of the bid validity.

10	Annexure-H to BEC (As per BEC Clause No. 5.0)	A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number and UDIN), certifying the Annual Turnover, Net worth, Working Capital, Bid Capacity, Debt Equity Ratio as per this format.
11	Annexure-I to BEC (As per Notes under Clause 5.0	If the last date of preceding financial/accounting year falls within the preceding six months/ within the due date for furnishing of audit report, the bidder has to submit an affidavit/undertaking certifying that the balance sheet/ Financial Statements for the financial year (as the case may be) has actually not been audited as on the original bid closing date as per this format.
12	Annexure- J to BEC (As per Notes under Clause 5.0)	Corporate Guarantee on the letter head of the member having more than 50% stake in the JV signed by an authorized official undertaking that they would financially support the Joint Venture for executing the project / job in case the same is awarded to them, and documents to substantiate that the member has more than 50% stake in the JV company as per this format.
13	Annexure-K (I) to BEC (As per Notes under Clause 5.0)	Corporate Guarantee on parent/ultimate parent/ holding company's (supporting company) letterhead signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project / job in case the same is awarded to them as per this format.
14	Annexure-K (II) to BEC (As per Note 6 under Clause 5.0)	Undertaking by ultimate parent/supporting company for submission of performance bank guarantee
15	- Do -	Undertaking by Bidder for Submission of Additional Performance Bank Guarantee
16	Annexure-K (III) to BEC (As per Note 6 under Clause 5.0)	Form of performance bank guarantee for ultimate parent/supporting company
17	Annexure-L to BEC (As per Clause 6.0)	Bid Security is not applicable against this tender. However, bidders shall submit a 'Bid Security Declaration' as per format prescribed in as per this format attached, accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign/accept the contract, or to submit a performance security before the deadline defined in the NIT, they will be suspended for the period of two years.
18	Annexure-M to BEC (As per Clause 6.0)	Bidders must submit duly filled undertaking towards submission of authentic information/ documents along with the Un- priced Techno-Commercial Bid as per this format.

19	Annexure-N to BEC [Volume – I, Part – 3, Section – IV]	Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e., considering total quoted prices for all items inclusive of all liabilities and excluding GST. Computation of the above-mentioned all-inclusive price must be done as per the "Price-Bid Format".
20	Annexure-N1 to BEC [Volume – I, Part – 3, Section – IV]	The total price quoted by the successful bidder in the Price Bid Format must remain firm during the performance of the contract. The Total Quoted Price of the successful bidder shall be spread over each **SOP item no**. mentioned in **Schedule of Payment (Annexure N1 to BEC)** as per weightage mentioned in **Schedule of Payment** after award of contract in agreement with OIL. However, all bidders shall submit sealed-signed copy of **Annexure N1 to BEC** as a token of acceptance to Payment Schedule.
21	Annexure-O (I) to BEC (As per Clause 7.0)	Bidders should submit the list of items which are to be imported for execution of the contract against this tender prudently along with their bid as per this format.
22	Annexure-O (II) to BEC (As per Clause 7.0)	Undertaking/Certificate for availing concessional rate of Customs Duty/GST
23	Annexure-P to BEC (As per Clause 9.0)	The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by any one of the Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender as per this format.
24	Annexure-Q to BEC (As per Clause 11.0)	While submitting bid, bidder will have to provide categorical confirmation to the project specific banking requirements as per this format.
25	Annexure-R to BEC (As per Clause 12.0)	The bidders must confirm their compliance in their "Technical" bid to complete the commissioning of the GGS including PGTR within the following timeline stipulated from the date of issue of Letter of award (LOA)/Mobilization notice as per this format.
26	Annexure-S to BEC (As per Clause 13.0)	The bidders must confirm their compliance in their "Technical" bid for transfer of ownership after expiry of 10 yrs. O&M period along with transfer of all its rights and title attached with the Project Assets to OIL as per Terms, Conditions and Cost mentioned elsewhere in tender documents as per this format.
27	Annexure-T to BEC (As per Clause 15.0)	Bidder to undertake that they do not have any potential conflict that impacts their capacity to serve in the best interest of OIL as per this format. In case bidder is a Consortium/JV/ all members of Consortium/JV shall submit the undertaking.

28	Annexure-U to BEC (As per Clause 16.0)	Bidder to provide undertaking towards compliance of office memorandum F. No. 6/18/2019-PPD dated 23rd July 2020, (and any amendment thereof) issued by Department of Expenditure, Ministry of Finance, Govt. of India, as per this format.
29	Annexure-V to BEC (As per Clause 18.0)	Bidder to submit undertaking cum Declaration duly notarized along with the Bid against their past performance as per this format.

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HIRING OF SERVICES FOR A GGS (GROUP GATHERING STATION) CONSISTING OF AN OCS, ETP+STP AND WIS AT LAKWAGAON IN SIVASAGAR DISTRICT, ASSAM ON BUILD OWN, OPERATE & TRANSFER (BOOT) BASIS

ANNEXURES TO BID EVALUATION CRITERIA

Tender No.: CPI2385P23

Prepared By:

KAVIN ENGINEERING AND SERVICES PRIVATE LIMITED
COIMBATORE

ANNEXURE- A-1
to BEC

UNDERTAKING FOR LOCAL CONTENT

(As per BEC Clause No. 2.0)

(To be printed on Bidder's letterhead, signed, stamped, scanned and submitted online in Tender Portal)

To,
CGM (PROJECTS)
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Kind Attn.: GM (Projects-C&P)

Sub.: Undertaking for local content against Tender No: _____dated____

We, _____ (Name of the bidder) have submitted Bid No. _____ against Tender No._____dated_____for 'hiring of services for a GGS (Group Gathering Station) consisting of an OCS, ETP+STP and WIS at Lakwagaon in Sivasagar District, Assam on Build, Own, Operate & Transfer (BOOT) basis'.

We hereby undertake that we meet the mandatory minimum local content requirement as mandated by Ministry of Petroleum and Natural Gas, Government of India vide Order no P-45021/2/2017-PP (BE-11) dated 16.09.2020 or Notification No FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.04.2022 subject to revisions/amendments thereof. The percentage of Local Content is _____%.

For and on behalf of _____

Authorized signatory _____

Name_____

Designation_____

Contact No. _____

Note: Class-I/Class- II Local suppliers are eligible to bid only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as class-I or class-II local supplier.

ANNEXURE- A-2
to BEC

CERTIFICATION BY STATUTORY AUDITOR / COST AUDITOR / PRACTISING COST ACCOUNTANT / PRACTISING CHARTERED TOWARDS LOCAL CONTENT

(As per BEC Clause No. 2.0)

(To be printed on statutory auditor/cost auditor / practising cost accountant / practising chartered accountant's letterhead, signed, stamped, scanned and submitted online through Tender Portal)

To,
CGM (PROJECTS)
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Kind Attn.: GM (Projects-C&P)

Sub.: Certification of local content against Tender No: _____ dated____

We, _____, the Statutory Auditor/Cost Auditor / Cost Accountant / Chartered Accountant (not being an employee / Director of the company) of of M/s _____ (name of the bidder) having our registered office address _____ hereby certify the following:

We have reviewed the local content in the offer no. _____ dated _____ submitted by M/s _____ (name of the bidder) against the enquiry no. _____ by M/s _____ (name of the bidder) as per the mandatory minimum local content requirement as mandated by Ministry of Petroleum and Natural Gas, Government of India vide Order no P-45021/2/2017-PP (BE-11) dated 16.09.2020 or Notification No FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.04.2022 subject to revisions/ amendments thereof.

In the above offer, we certify the bidder's status and local content as under:

- Class-I local Supplier: Offer has local content equal to or more than 50%, as defined in the policy.

OR

- Class-II local Supplier: Offer has local content more than 20% but less than 50%, as defined in the policy.

{Strike off whichever is not applicable out of two above}

For and on behalf of _____

Authorized signatory _____

Name of Statutory Auditor/Cost Auditor/Cost Accountant/Chartered Accountant:
Designation:
Seal:

Membership no.:
UDIN No:

ANNEXURE-B
to BEC

FORMAT FOR UNDERTAKING BY BIDDERS TOWARDS NO MATERIAL VIOLATIONS OF APPLICABLE ENVIRONMENTAL OR HEALTH AND SAFETY LAWS OR REGULATIONS AT THE CITED PROJECT REFERENCE

(As per BEC Clause No. 3.2.2)

(To be printed on Bidder's letterhead, signed, stamped, scanned and submitted online through Tender Portal)

To,
CGM (PROJECTS)
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Kind Attn.: GM (Projects-C&P)

Sub.: Undertaking as per BEC Clause No. 3.2.2 against Tender No:.....dated__

"We, M/s._____ confirm that there have been no material violations of applicable Environmental or Health and Safety laws or regulations at the cited project reference which have resulted in issuance of show cause notice against the bidder or O&M partner.

We, M/s._____ also agree that, during any stage of the tender/contract agreement, in case the above information/documents submitted by us are found to be false, Oil India Limited has the right to immediately reject our bid/terminate contract at any stage and carry out further legal action on us in accordance with law."

Yours faithfully,

For (type name of the firm here)
Signature of Authorised Signatory

Name:
Designation:
Phone No.
Place:
Date:
(Affix Seal of the Organization here, if applicable)

Note: This form should be returned along with offer duly signed.

ANNEXURE-C(I)
to BEC

FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY/SUBSIDIARY COMPANY/SISTER-SUBSIDIARY/CO-SUBSIDIARY/ MEMBER OF SAME NETWORK OR MEMBER OF SAME GLOBAL FIRM

(As the case may be)

(As per BEC Clause No. 4.5)

(To be executed on stamp paper of requisite value and notarized, signed, stamped, scanned and submitted online through tender portal)

This agreement made this day of month year by and between M/s ___ (Fill in the Bidder's full name, constitution and registered office address) hereinafter referred to as bidder on the first part and M/s. _____ (Fill in full name, constitution and registered office address of Parent Company/Subsidiary Company) hereinafter referred to as "Parent Company/Subsidiary Company/Sister-Subsidiary/Co-Subsidiary/Member of same network or Member of same global firm (Delete whichever not applicable)" of the other part:

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. _____for _____

M/s._____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s_____[Parent Company/Subsidiary Company-(Delete whichever not applicable)] and whereas Parent Company/Subsidiary Company (Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

1. M/s._____(Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document as a main bidder and liaise with OIL directly for any clarifications etc. in this context.

2. M/s._____(Parent Company/Subsidiary Company (Delete whichever not applicable) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender/ Contract for which offer has been made by the Parent Company/Subsidiary Company (Delete whichever not applicable) and accepted by the bidder.

3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by OIL to the bidder.

4. It is further agreed that for the performance of work during contract period bidder and Parent Company/Subsidiary Company (Delete whichever not applicable) shall be jointly and severely responsible to OIL for satisfactory execution of the contract.

5. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of (Bidder)	For and on behalf of (Parent Company/Subsidiary Company (Delete whichever not applicable)
M/s. Witness: 1) 2)	M/s. Witness: 1) 2)

ANNEXURE-C(II)

to BEC

PARENT COMPANY/SUBSIDIARY COMPANY GUARANTEE

(As per BEC Clause No. 4.5)

(To be executed on stamp paper of requisite value and notarized, signed, stamped, scanned and submitted online through tender portal)

DEED OF GUARANTEE

(Delete whichever not applicable)

THIS DEED OF GUARANTEE executed at ..... this ..... day of ..... by M/s ..... (mention complete name) a company duly organized and existing under the laws of ..... (insert jurisdiction/country), having its Registered Office at ..... hereinafter called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at Duliajan in the State of Assam, India, hereinafter called "OIL" which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number .....for ..... on ..... M/s (mention complete name), a company duly organized and existing under the laws of ..... (insert jurisdiction/country), having its Registered Office at ..... (give complete address) hereinafter called "the Company" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by OIL, submitted their bid number ..... to OIL with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by OIL at any stage. The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Company for successful execution of the same.

The Company and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical and such other supports as may be necessary for performance of the work relating to the said tender.

Accordingly, at the request of the Company and in consideration of and as a requirement for OIL to enter into agreement(s) with the Company, the Guarantor hereby agrees to give this guarantee and undertakes as follows:

1. The Guarantor (Parent Company/ wholly owned ***Subsidiary Company (Delete whichever not applicable***) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the

job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.

2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.
3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and OIL.
4. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.
5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of....., India.
7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Parent Company/Subsidiary Company (Delete whichever not applicable))

M/s_____

Signature _____

Name_____

Designation _____

Common seal of the Company

Witness:

1. Signature _____ Full Name _____ Address

2. Signature_____ Full Name _____Address

ANNEXURE-D

to BEC

FORMAT OF AGREEMENT BETWEEN BIDDER, THEIR SISTER SUBSIDIARY/CO- SUBSIDIARY COMPANY AND THE ULTIMATE PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE SISTER SUBSIDIARY/CO-SUBSIDIARY

(As per BEC Clause No. 4.6 (iii))

(To be executed on stamp paper of requisite value and notarized, signed, stamped, scanned and submitted online through tender portal)

(Strike out whichever is not applicable between Ultimate Parent and Holding Company. Similarly strike out whichever is not applicable between Sister Subsidiary and Co-subsidiary Company)

(IN CASE OF INDIAN BIDDER TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this_____day of_____month_____year by and between M/s. _____ (Fill in Bidder's full name, constitution and registered office address) hereinafter referred to as "Bidder" of the first part and M/s._____(Fill in full name, constitution and registered office address of Sister Subsidiary/Co-subsidiary Company of the Bidder) herein after referred to as "Sister Subsidiary/ Co-subsidiary" of the second part and M/s _____(Fill in the full name, constitution and registered office address of the Ultimate Parent/Holding Company's of both the subsidiaries) hereinafter referred to as "Ultimate Parent/ Holding Company" of the third part.

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No._____for_____and M/s._____(Bidder) intends to bid against the said tender and desires to have a technical support of _____ M/s.(Sister Subsidiary/Co-subsidiary Company) and Sister Subsidiary/Co- subsidiary Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between all the three parties as follows:

1. M/s. __(Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document.

2. M/s._____(Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the bidder.

3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and also till satisfactory performance of the contract in the event

the bid is accepted and contract is awarded by OIL to the bidder.

4. Sister Subsidiary/ Co-subsidiary Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by OIL, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to OIL and duly perform the obligations of the Bidder/Contractor to the satisfaction of OIL.
5. The Ultimate Parent/Holding Company also confirms and undertakes that the commitment made by the Sister Subsidiary/ Co-subsidiary company in providing the technical support and technical expertise and expert manpower to support the bidder for execution of the contract are honoured.

6. The Ultimate Parent/Holding Company also takes full responsibility in getting the contract executed through the Sister subsidiary/ Co-subsidiary company in case the Bidder/Contractor is unable to execute the contract.

7. In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of (Bidder)	For and on behalf of (Sister Subsidiary/ Co-subsidiary)	For and on behalf of (Ultimate Parent/ Holding Company)
M/s.	M/s.	M/s.
Witness 1) 2)	Witness 1) 2)	Witness 1) 2)

Note: In case of contracts involving - (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance of any equipment, as the bidding company can draw on the experience of their multiple subsidiary sister/Co-subsidiary company (ies) specializing in each sphere of activity, i.e. (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance, therefore, in that case, the above format shall be signed by all the sister/Co-subsidiary company(ies) and necessary modifications may be made in the above format to include all sister subsidiaries.

ANNEXURE-E

to BEC

DECLARATION FORMAT

(As per Notes to BEC Clause No. 4.0)

(To be printed on Bidder's letterhead, signed, stamped, scanned and submitted online through Tender Portal)

To,
CGM (PROJECTS)
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Kind Attn.: GM (Projects-C&P)

Sub.: Declaration as per Notes to BEC Clause No. 4.0 against Tender No: _____

dated____

This has reference to your Tender No. _____Dated_____20_____on the subject_____

We_____(Name of the Company) confirm that we will engage/deploy the services including the key personnel of the Technical collaborator/ Subsidiary/Parent company/Joint Venture Partner experience (strike out whichever is not applicable) for a minimum duration of 70% of construction period till Commissioning of GGS Plant and for a minimum duration of 20% of O&M period during execution of the contract if awarded, on whose strength we are meeting the tender's Technical requirement as per the tender qualifying criteria.

Signature

(Name & Designation of Authorized person)

For and on behalf of _____
Designation:
Phone No.
Place:
Date:
(Affix Seal of the Organization here, if applicable)

ANNEXURE-F
to BEC

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

(As per BEC Clause No. 5.3)

(To be printed on Bidder's banker letterhead, signed by POA holder of Bank, stamped, scanned and submitted online through Tender Portal)

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

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

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

If the bidder becomes successful for award against the tender, the line of credit shall be extended for successful completion of contract.

Authorized Signatory of Bank

Designation:
Official address of Bank:
Place:
Date:
(Affix Seal of the Bank)

ANNEXURE-G
to BEC

DECLARATION BY BIDDER REGARDING CONCURRENT COMMITMENT

(As per BEC Clause No. 5.4)

(To be made on non-judicial stamp paper duly sign and stamp by the bidder authorized signatory having power of attorney & to be notarized scanned and submitted online through tender portal)

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

LIST OF EXISTING COMMITMENT AND ONGOING WORKS

Sr. No.	Name of Works	Client Name & Address	Work Order Value (INR)	Work executed till date of submission of bid. Work done value. (INR)	Assessed value of commitments to be executed in next 12 months from the date of expiry of the Original Bid validity date. (INR)
(1)	(2)	(3)	(4)	(5)	(6)
	Total of Column No (6)				
	It is certified that the above particulars furnished are true and correct. If any information given is found to be misleading at the time of evaluation of the tender or at a later date, OIL will have the authority to take necessary action as per provision of the Contract and as per laid down procedure of the Company (OIL).				

Note:-

i) This declaration shall be made in Non-Judicial Stamp Paper duly Sign and Stamp by the Bidder (AUTHORISED SIGNATORY HAVING POWER OF ATTORNEY) & to be Notarized.

ii) The Concurrent Financial Commitment shall have to be for all Segments of Company's business operation, which contribute to the Turnover of the Company.

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

ANNEXURE-H
to BEC

FORMAT FOR CHARTERED ACCOUNTANT/STATUTORY AUDITOR CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
(As per Notes under BEC Clause No. 5.0)

Following financial data has been extracted from Audited Financial Statement of M/s… ..... (Name of the bidder) and certify the following:

A. ANNUAL TURNOVER OF LAST 3 AUDITED FINANCIAL YEARS

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

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR

Description	Financial Year / Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital	
4. Net Worth	
5. Debt – Equity Ratio	
6. Bid Capacity	

Name of Audit Firm:
Firm Registration Number:
Date:
Seal:
Membership no.
UDIN:

[Signature of Chartered Accountant]
Name:

Note:
(i) Bid Capacity should be strictly as per BEC clause no. 5.4 and the Commitments for the next 12 months from the date of expiry of bid validity should be considered as per the declaration made in Annexure-G to BEC. This certificate is to be submitted on the letter head of Chartered Accountant.

(ii) Any Financial Data except for the commitments as referred in BEC clause no. 5.4 should be obtained from the Audited Financial Statements.

ANNEXURE-I
to BEC

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

(To be executed by the authorized signatory of the bidder on the official letter head of the bidder, signed, stamped, scanned and submitted online through tender portal)

Ref.: Notes under Clause 5.0 Financial Criteria of BEC

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

The balance sheet/Financial Statements for the financial year_____have actually not been audited as on the Original Bid Closing Date.

Yours faithfully,
For (type name of the firm here)

Signature of Authorized Signatory Name:
Designation:
Phone No.
Place:

Date:

(Affix Seal of the Organization here, if applicable)

Note: This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the Original Bid Closing Date or within the due date for furnishing of audit report as per Section 139 (1) of IT Act, 1961 (read along with latest circulars/notification issued by CDBT from time to time)

ANNEXURE-J
to BEC

JOINT VENTURE COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIAL STANDING

(To be executed, stamped, scanned and submitted online through tender portal)

Ref.: Note under Clause 5.0 Financial Criteria of BEC
(Along with other certificates as detailed in the relevant Para of Clause 5.0)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at ..... this ..... day of ..... by M/s [Name of JV member with more than 50% stake] a company duly organized and existing under the laws of ..... (Insert jurisdiction/country), having its Registered Office at ..... hereinafter called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No. _____ for _____ and M/s_____[Name of

the incorporated Joint Venture Company] intends to bid against the said tender based on the financial strength of M/s___[Complete Name of JV member with more than 50% stake] and whereas M/s_____[Complete Name of JV member with more than 50% stake] represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:

1. The Guarantor confirms it holds ..... (in percentage, should be more than 50%) and shall maintain minimum 50% stake in the M/s___[Name of the incorporated Joint Venture Company] till execution of the contract is accomplished.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR_____ during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
4. **Net worth** of the Guarantor is minimum INR_____ for the accounting year preceding the original bid closing date.

5. The Guarantor undertakes to provide financial support to ……. [Name (s) of other JV members] for executing the project/job, in case the same is awarded to the M/s_____[Name of the incorporated Joint Venture Company]. The Guarantor represents that:

(a) This Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to …… [Name of the incorporated Joint Venture Company].

(b) The liability of the Guarantor, under the Guarantee, is limited to the 100% of the contract price entered between the M/s_____[Name of the incorporated Joint Venture Company] and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.

(c) This Guarantee has been issued after due observance of the appropriate laws in force in India.

(d) This Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.

(e) This Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

(f) The Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of M/s …….	For and on behalf of M/s …….
[Name (s) of other JV members]	(Name of JV member with more than 50% stake)
Witness:	Witness:
1.	1.
2.	2.

ANNEXURE-K (I)

to BEC

PARENT/ULTIMATE PARENT/HOLDING COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIAL STANDING

(Delete whichever not applicable)

(To be executed, stamped, scanned and submitted online through tender portal)

Ref.: Note under Clause 5.0 Financial Criteria of BEC
(Along with other certificates as detailed in the relevant Para of Clause 5.0)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at ..... this ..... day of ..... by M/s..... (mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/ country), having its Registered Office at ..... hereinafter called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No. ____ for _____ and M/s _____ (Bidder) intends to bid against the said tender and desires to have Financial support of M/s _____ [Parent/Ultimate Parent/Holding Company (Delete whichever not applicable)] and whereas Parent/Ultimate Parent/Holding Company (Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:

1. The Guarantor confirms that the Bidder is a wholly owned subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR ____ during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
4. **Net worth** of the Guarantor is minimum INR..... for the accounting year preceding the original bid closing date.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.

The Guarantor represents that:

(a) This Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.

(b) The liability of the Guarantor, under the Guarantee, is limited to the 100% of the contract price entered between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.

(c) This Guarantee has been issued after due observance of the appropriate laws in force in India.

(d) This Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.

(e) This Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

(f) The Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of M/s .... (Bidder)	For and on behalf of M/s .... (Parent/Ultimate Parent/Holding Company (Delete whichever not applicable)
Witness:	Witness:
1.	1.
2.	2.

ANNEXURE-K(II)

to BEC

UNDERTAKING BY ULTIMATE PARENT/SUPPORTING COMPANY FOR SUBMISSION OF ADDITIONAL PERFORMANCE BANK GUARANTEE

Ref.: Note under Note 6. of Clause 5.0 of Financial Criteria of BEC

To,
CGM (PROJECTS)
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Kind Attn.: GM (Projects-C&P)

Sub.: Undertaking as per Note under Note 6. of Clause 5.0 of Financial Criteria of BEC against Tender No: _____ dated____

We M/s. _____(Name of the supporting Company) confirm that we shall provide an additional performance security (as per format and instructions enclosed as ANNEXURE-K(II) to BEC, equivalent to 50% of the value of the performance security which is to be submitted by M/s. _____(Name of the bidder), in case the supported bidding company is the successful bidder.

We M/s. _____(Name of the supporting Company) confirm that in addition to invoking the performance security submitted by M/s. _____(Name of the bidder), the performance security provided by M/s. _____(Name of the supporting Company) shall also be invoked by OIL due to non-performance of the contractor.

OR

We M/s. _____(Name of the supporting Company) confirm that we are not having any Permanent Establishment in India in terms of Income Tax Act of India and M/s. _____(Name of the bidder) will furnish Performance Security equivalent to 150% of the value of the Performance Security which is to be submitted by the bidding company.

{Strike off whichever is not applicable out of two above}

Signature

(Name of Authorized person)
Designation:
Phone No.
Place:
Date:

(Affix Seal of the Organization here, if applicable)

UNDERTAKING BY BIDDER FOR SUBMISSION OF ADDITIONAL PERFORMANCE BANK GUARANTEE

Ref.: Note under Note 6. of Clause 5.0 of Financial Criteria of BEC

To,
CGM (PROJECTS)
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Kind Attn.: GM (Projects-C&P)

Sub.: Undertaking as per Note under Note 6. of Clause 5.0 of Financial Criteria of

BEC against Tender No: _____ dated____

We M/s. _____(Name of the bidder) confirm that M/s. _____(Name of the supporting Company) will provide an additional performance security (as per format and instructions enclosed as ANNEXURE-K(II) to BEC, equivalent to 50% of the value of the performance security which is to be submitted M/s. _____(Name of the bidder), in case the supported bidding company is the successful bidder.

We M/s. _____(Name of the bidder) confirm that in addition to invoking the performance security submitted by M/s. _____(Name of the bidder), the performance security provided by M/s. _____(Name of the supporting Company) shall also be invoked by OIL due to non-performance of the contractor.

OR

We M/s. _____(Name of the bidder) confirm that M/s. _____(Name of the supporting Company) is not having any Permanent Establishment in India in terms of Income Tax Act of India and M/s. _____(Name of the bidder) will furnish Performance Security equivalent to 150% of the value of the Performance Security which is to be submitted by the bidding company.

{Strike off whichever is not applicable out of two above}

Signature

(Name of Authorized person)
Designation:
Phone No.
Place:
Date:

(Affix Seal of the Organization here, if applicable)

ANNEXURE-K(III)

to BEC

FORM OF PERFORMANCE BANK GUARANTEE FOR ULTIMATE PARENT/SUPPORTING COMPANY

Ref.: Note under Note 6. of Clause 5.0 of Financial Criteria of BEC

To,
CGM (PROJECTS)
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Kind Attn.: GM (Projects-C&P)

WHEREAS_____(Name and address of Contractor) (hereinafter called "Contractor", which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) had undertaken, in pursuance of Contract No. ____to execute ----------(Brief Description of the Work) (hereinafter called "the Contract").

Further, M/s _____ (Name of the ultimate parent) having its registered/head office at____is the "**Ultimate Parent**" of "**Supporting Company**" M/s... (Name of the supporting company with address)/M/s.....(Name of the Contractor with address, in case experience is taken from the ultimate parent) (hereinafter referred to as the 'SUPPORTING COMPANY'/ "ULTIMATE PARENT", which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees). Based on the experience/technical strength of the **"Supporting Company"/ "Ultimate Parent"** (whichever is applicable), the CONTRACTOR has qualified for award of contract and has agreed to provide complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above, entered between OIL and the CONTRACTOR and OIL having agreed that the **"ULTIMATE PARENT/SUPPORTING COMPANY"**, shall furnish to OIL a performance guarantee for Indian Rupees/US$ ..... towards providing complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above,

AND WHEREAS we have agreed to give the **"ULTIMATE PARENT/SUPPORTING COMPANY"**, such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the **"ULTIMATE PARENT/SUPPORTING COMPANY"**, 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/**ULTIMATE PARENT/SUPPORTING COMPANY** before presenting us with the demand.

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

This guarantee is valid until the_____day of _____.

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

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

B. Controlling Office:
Address of the Controlling Office of the BG issuing Bank:
Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____

Name of Bank _____ Address __

Witness_____ Address _____
_____

Date:_____ Place: __

1. Note:

The Bank Guarantee issuing bank branch must ensure the following:

(a) The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

i) "MT 760 / MT 760 COV for issuance of bank guarantee.
ii) "MT 760 / MT 767 COV for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602. The Bank details are as under:

	Bank Details of Beneficiary	
A	Bank Name	ICICI BANK LTD.
B	Branch Name	DULIAJAN
C	Branch Address	KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM – 786602
D	IFSC Code	ICIC0000213
E	Unique identifier code (Field 7037)	OIL503988890
F	Company name	Oil India Limited
G	Swift Code	ICICINBBXXX

(b) Bank Guarantee issued by a Scheduled Bank in India at the request of someother Non-Scheduled Bank of India shall not be acceptable.

(c) Further correspondence against BG towards Performance Security must containthe Contract Number.

This guarantee is valid until the day of (Date of Expiry of Contract PLUS one year claim period). The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____ Address_____

Witness

_____

Address

Date:_____

Place:_____

ANNEXURE-L

to BEC

BID SECURITY DECLARATION

Ref.: Clause 6.0 Commercial Evaluation Criteria of BEC

(To be executed by the authorized signatory of the bidder on the official letter head of the bidder, signed, stamped, scanned and submitted online through tender portal)

Tender No.: _____ dated _____

To,
CGM (PROJECTS)
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Kind Attn.: GM (Projects-C&P)

Sub.: BID SECURITY DECLARATION

We M/s____ hereby accept that if we withdraw or modify our bid during the period of its validity or in the event of award of contract, we fail to sign the contract or submit performance security within the deadline as defined in the tender document; Oil India Limited will suspend us for a period of two years without conducting any enquiry.

For M/s_____(name of the firm here)

Signature of Authorized Signatory

Name:_____

Designation:_____

Phone No.:_____

Place:_____

Date:_____

(Affix Seal of the Organization here, if applicable)

ANNEXURE-M
to BEC

FORMAT OF UNDERTAKING BY BIDDERS TOWARDS SUBMISSION OFAUTHENTIC INFORMATION / DOCUMENTS

Ref.: Clause 6.0 Commercial Evaluation Criteria of BEC

(To be executed by the authorized signatory of the bidder on the official letter head of the bidder, signed, stamped, scanned and submitted online through tender portal)

Ref. No.: _____ Date: _____

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

Kind Attn.: GM (Projects-C&P)

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

Tender No: _____dated_____

With reference to our quotation against your above-referred tender, we M/s._____ 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 M/s._____ 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 PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,

For (*type name of the firm here*)

Signature of Authorized Signatory

Name:
Designation:
Phone No.
Place:
Date:
(Affix Seal of the Organization here, if applicable)

Annexure N & N1 to BEC

Annexure N and N1 to BEC are the Price Bid format and Schedule of Payments (SOP).

These are separately given in Volume – I, Part – 3, Section – IV.

ANNEXURE-O (I)

to BEC

LIST OF ITEMS (EQUIPMENT, JOBS, ACCESSORIES, SPARES & CONSUMABLE) TO BE IMPORTED IN CONNECTION WITH EXECUTION OF THE CONTRACT SHOWING CIF VALUE

(Ref.: Clause 7.0 PRICE EVALUATION CRITERIA of BEC)

Sl. No.	Item Description	Qty/Unit	Rate	Total	Freight & Insurance	CIF Value	Port & other charge	Landed Cost	Is it re-exportable ? YES or NO	Year of Mfg.	HSN Code
A	B	C	D	E = C x D	F	G = F + E	H	I = G+H	J	K	L

(1) **The items which are not of consumable in nature and required to be re-exported outside India after completion of the Contract should be indicated as "YES" in column "J".**

(2) **The items, which are of consumable in nature should be indicated as "NO" in column "J".**

(3) **For estimation of applicable customs duty, the bidders are required to indicate customs tariff code (i.e. HSN Code) of each item in column "L".**

Authorized Person's Signature:

Name:
Designation:
Phone No.
Place:
Date:
(Affix Seal of the Organization here, if applicable)

ANNEXURE-O (II)

to BEC (As per Clause 7.0)

SL NO.	MATERIAL CONTENT/COMPONENT ELIGIBLE FOR PEL/ML BENEFITS	VALUE & CURRENCY
(i)	Total Material Cost considered for availing concessional IGST/SGST & CGST/UTGST as applicable, as per Notification No. 3/2017- Central Tax (Rate) dtd. 28.06.2017 and amendments thereof. **(For domestic procurement of materials)**	
(ii)	Total Material Cost considered for availing Custom Duty exemptions with concessional IGST for PEL/ML as applicable, as per Notification No. 02/2022- Customs dated 01.02.2022 and amendments thereof. OIL shall issue required undertaking/certificate for availing for availing Custom Duty Exemptions with concessional IGST. **(For import of materials)** Note: The required certificate/undertaking will be given only for those items which are either consumed during the execution of work. Contractor shall be responsible to import the equipments/tools for execution of the contract. The contractor shall undertake to complete all the formalities as required under the Customs Act/ Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.	
(iii)	Local Content in the Offer as ascertained under latest applicable amendment to PPLC/MIII policy.	

Note to (i) & ii):

(a) Supply of goods and incidental services to be supplied which are naturally bundled and in conjunction with supplies under list 33 of Notification shall only qualify for exemption under mentioned notification for concessional GST @12% against undertaking/EC from DGH and each individual goods/service grouped under (i) & ii) above shall not be separately classifiable under respective HSN / SAC code of goods/service as the case be.

(b) The Contractor shall produce the original Essentiality Certificate (EC) at the time of outward supply to Dy. Commissioner/Asst. Commissioner of central tax or state tax as the case may be. No such shipment to be supplied/shipped unless EC is obtained. In order to obtain the Domestic EC from DGH for supply of items, supplier to provide the below set of documents/details at least 15 days prior to readiness of the shipment.

A. Proforma Invoice with signature of authorized signatory and Supplier's Company seal. Please note the below given details are required in the proforma invoice
   I. Supplier's GSTN & Receiver's GSTN
   II. 12% GST and mention the amount separately
   III. Delivery address
   IV. Contract Number

B. List of goods with correct Description, Quantity, Utilization status etc.

C. Brief technical write-up with specification and use in petroleum operation (for each line item of invoice).

D. Office of the concerned central tax/state tax Commissionerate (having jurisdiction over the supplier of goods)

E. Ex-work Address of Supplier

Once EC from the regulatory authority is received (at least 7 to 10 working days after receipt of Proforma invoice), OIL will provide hard copy to supplier and intimate the supplier to ship the material. Final Commercial invoice must be exactly of the same value of Proforma invoice submitted while EC application purpose, Spilt/Partial Delivery is not acceptable w.r.t. to DGH EC.

ANNEXURE-P

to BEC

FORMAT FOR INSPECTION CERTIFICATE FROM THIRD PARTY INSPECTION AGENCY

(Ref.: Clause 9.0 THIRD PARTY INSPECTION of BEC)

(To be executed by the authorized signatory of the TPI agency on the official letter head of the TPI agency, signed, stamped, scanned and submitted online through tender portal)

To,
CGM (PROJECTS)
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Kind Attn.: GM (Projects-C&P)

Sir,

SUB: OIL's Tender No.

M/s _____ having registered office at _____ intend to participate in the above referred tender of OIL INDIA LIMITED. The tender conditions stipulates that the bidder shall submit documents pertaining to Bid Evaluation Criteria (BEC), duly verified and certified by designated independent Third Party Inspection Agency.

In this regard this is to certify that copies of documents pertaining to Bid Evaluation Criteria (BEC) submitted to us by the bidder have been verified and certified by us with originals and found to be genuine and authentic.

We M/s _____ have signed and stamped on the copies of all the verified and certified documents having ____ nos. pages.

Note: In the event of any requirement, OIL reserves the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL.

Yours faithfully,

For (*type name of the firm here*)

Signature of Authorized Signatory

Name:
Designation:
Phone No.
Place:
Date:
(Affix Seal of the Organization here, if applicable)

ANNEXURE-Q

to BEC

FORMAT FOR CATEGORICAL COFIRMATION BY BIDDER w.r.t. Clause 11 OF BID EVALUATION CRITERIA

(To be executed by the authorized signatory of the bidder on the official letter head of the bidder, signed, stamped, scanned and submitted online through tender portal)

To,
CGM (PROJECTS)
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Kind Attn.: GM (Projects-C&P)

SUB: OIL's Tender No.

We M/s._____ undertake to provide following categorical confirmation as per under:

(a) In the event of award, we in accordance with RBI's "Consolidated Circular on Opening of Current Accounts and CC/OD Accounts by Banks" ref: RBI/2022-23/27 Dated:19/04/2022 shall

(Strike out the option whichever is not applicable under i & ii)

i) Open a project specific **Current/CC/OD Account** (located in the vicinity where the project is executed) in case we have not availed any credit facilities from the banking system till date or our aggregate exposure of the banking system is less than ₹5 Crore.

OR

ii) Open a project specific **Current/CC/OD Account** (located in the vicinity where the project is executed) with any scheduled/nationalized banks with which it has CC/OD facility, provided that the bank has at least 10 per cent of the aggregate exposure of the banking system to us. In case none of the lender banks has at least 10 per cent of the aggregate exposure, the project specific current account to be opened with the bank having the highest exposure among CC/OD providing banks.

OR

In case we M/s._____ already have any existing account specifically opened against OIL existing project, the same can be treated for any other additional projects awarded to the contractor from OIL. Further, monetary limits to be maintained under the account will be treated cumulatively of all awarded projects from OIL.

(b) Further we M/s._____confirm that we M/s._____shall deposit an amount equal to 10% of the annualized contract value within 15 days from the date of issue of LOA. All payments against the contract shall be remitted to the project specific account. Any withdrawal from the deposited 10% value from this account shall be only after the first payment made by OIL (i.e. till first payment the minimum amount to be maintained in the account should be 10% of annualized contract value). At any point of

time, the minimum balance after first remittance by OIL against invoice from us shall remain 5% of the annualized contract value.

(c) We M/s._____ will not use this account for entering into any type of mortgage/loan/factoring arrangement with other financial institutions during the course of the contract execution with OIL without the written consent of OIL.

Yours faithfully,

For (*type name of the firm here*)
Signature of Authorized Signatory

Name:
Designation:
Phone No.
Place:
Date:
(Affix Seal of the Organization here, if applicable)

ANNEXURE-R

to BEC

FORMAT OF UNDERTAKING BY BIDDER

(W.R.T. Clause 12 Mobilization Time Of
Bid Evaluation Criteria)

(To be executed by the authorized signatory of the bidder on the official letter head of the bidder, signed, stamped, scanned and submitted online through tender portal)

To,
CGM (PROJECTS)
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India
Kind Attn.: GM (Projects-C&P)

SUB: OIL's Tender No.

We, M/s. …… do hereby undertake that we comply with as per Terms, Conditions mentioned in tender documents. We, M/s._____ also undertake as under:

(i) Our Key Manpower shall be subject to OIL/ EPMC's prior approval and shall not be removed from the Site by us without consent of OIL/EPMC.

(ii) We, M/s. …… prior to commencing the Services at the Site, shall submit inspection & test reports for approval of OIL/EPMC for the Construction Equipment/Lifting equipment in respect of their condition and suitability for their proposed use and shall maintain them in good order and condition throughout the Contract Period and the same shall be used within the limits specified in the relevant certificate.

(iii) OIL shall also reserve the rights to mobilize any other contractors for construction activities at cost and risk of M/s._____ if there is any delay impacting the critical path of baseline schedule based on the Contractor's progress report to ensure the completion date.

(iv) We, M/s. …… also comply that without regards to clause herein, OIL at its sole discretion, despite the non-mobilisation, installation, commissioning of Plant by us beyond the completion date/mobilisation timeline, will allow us to operate the facility subject to liquidity damages as per various clauses mentioned in tender.

Yours faithfully,

For (type name of the firm here)
Signature of Authorized Signatory
Name:
Designation:
Phone No.
Place:
Date:
(Affix Seal of the Organization here, if applicable)

ANNEXURE-S

to BEC

FORMAT OF UNDERTAKING BY BIDDER

(W.R.T. Clause 13, Transfer of Ownership of Bid Evaluation Criteria)

(To be executed by the authorized signatory of the bidder on the official letter head of the bidder, signed, stamped, scanned and submitted online through tender portal)

To,
CGM (PROJECTS)
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Kind Attn.: GM (Projects-C&P)

SUB: OIL's Tender No. XXXXX

We, M/s. ..... do hereby undertake that we comply with transfer of ownership after expiry of 10 yrs O&M period along with transfer of all its rights and title attached with the Project Assets to Oil India Ltd. (OIL) as per Terms, Conditions and Cost mentioned in tender documents. We, M/s._____ also undertake that:

(i) The complete facility along with all spare parts and maintenance equipment and tools shall be the transferred to OIL at the end of 10 year O&M period.

(ii) We, M/s._____ shall remove our construction equipment, temporary facilities and bring the location/site to its original condition free from any unscientific contamination/disposal at the end of the Contract within specified time.

(iii) The Crude Oil/Natural Gas produced/separated and stored in the GGS facility shall be the property of OIL and we, M/s.__ shall not claim for title or ownership or right of their use (unless mentioned elsewhere in tender where Gas can be used for internal consumption).

(iv) OIL shall have title to all technical data and information acquired in connection with the Services and pertaining to the data and information relating to production, crude and gas characteristics and any other information that we, M/s. ____acquire during performance of the Services, for which this tender (Tender No. _____) has been invited.

Yours faithfully,

For (type name of the firm here)
Signature of Authorized Signatory
Name:
Designation:
Phone No.
Place:
Date:
(Affix Seal of the Organization here, if applicable)

ANNEXURE-T

to BEC

FORMAT OF UNDERTAKING BY BIDDER W.R.T. CLAUSE 15 CONFLICT OF INTEREST OF BID EVALUATION CRITERIA

(To be executed by the authorized signatory of the bidder on the official letter head of the bidder, signed, stamped, scanned and submitted online through tender portal)

To,
CGM (PROJECTS)
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Kind Attn.: GM (Projects-C&P)

Sir,

SUB: OIL's Tender No.

We, M/s._____do hereby undertake that our company shall refrain from entering into any business relationships or activities, which would result into a 'Conflict of Interest' with the agency/consultant, who has been engaged by OIL for firming up the specifications and/or tender evaluation and/or monitoring, execution of the project (as applicable), for which this tender (Tender No. _____) has been invited.

We hereby declare and confirm that the above information and particulars are true and correct.

Yours faithfully,

For (type name of the firm here)
Signature of Authorized Signatory

Name:
Designation:
Phone No.
Place:
Date:
(Affix Seal of the Organization here, if applicable)

ANNEXURE-U
to BEC

FORMAT FOR UNDERTAKING BY BIDDERS TOWARDS COMPLIANCE OF OFFICE MEMORANDUM F. NO. 6/18/2019-PPD DATED 23RD JULY, 2020 (PUBLIC PROCUREMENT NO. 1) ISSUED BY DEPARTMENT OF EXPENDITURE, MINISTRY OF FINANCE, GOVT. OF INDIA

(Ref.: Clause 16.0 Requirement of Registration of a Foreign Bidder sharing a Land Border with India of BEC)

(To be executed by the authorized signatory of the bidder on the official letter head of the bidder, signed, stamped, scanned and submitted online through tender portal)

To,
CGM (PROJECTS)
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Kind Attn.: GM (Projects-C&P)

"We M/s._____ have read the clause regarding restrictions on procurement from a bidder or a country which shares a land border with India;

We M/s._____ certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

[Where evidence of valid registration by the Competent Authority shall be attached.]

We M/s._____ also agree that, during any stage of the tender/contract agreement, in case the above information/documents submitted by us are found to be false, Oil India Limited has the right to immediately reject our bid/terminate contract at any stage and carry out further legal action on us in accordance with law.

Yours faithfully,

For (type name of the firm here)
Signature of Authorised Signatory

Name:
Designation:
Phone No.:
Place:
Date:
(Affix Seal of the Organization here, if applicable)

Note: This form should be returned along with offer duly signed.

ANNEXURE-V
to BEC

DECLARATION ON PAST PERFORMANCE AS PER THE REQUIREMENT OF THE TENDER. w.r.t. Clause 18 OF BID EVALUATION CRITERIA

(On Non-Judicial Stamp Paper of Rs. 100/-)
TO BE NOTARISED UNDER NOTARY ACT, 1952

UNDERTAKING CUM DECLARATION

Dated .....

I, Sri/ Smti _____,son/daughter/wife of _____, of _____ (Place), P.O_____, District_____, State_____ Pin_____ on behalf of M/s _____do hereby solemnly affirm, undertake and declare on oath as follows:-

1.0 That I have been duly authorized by the Competent Authority of M/s.....to execute the instant undertaking cum declaration.

2.0 That, M/s .....is participating against Tender No. _____ floated by Oil India Ltd., Duliajan for **"**....."

3.0 That, M/s .....did not execute any contract in OIL in the preceding 07 years reckoned from the Bid Closing Date of the instant Tender

OR

That, M/s.....has successfully executed and / or being executed following contracts with Oil India Limited in the preceding 05 years reckoned from the Bid Closing Date of the instant Tender
i).....
ii).....

4.0 That, it is agreed and undertaken that in the event it is detected by OIL at any stage during the currency of Tender or execution of Contract that any of the above declaration/information furnished by me is false/incorrect or there is suppression of any material facts, in such situation, OIL reserves the right to reject the bid or cancel the contract, as the case may be.

OATH
"I swear that, I am duly authorized by the competent authority of the Firm and above undertaking/declaration is true, that it conceals nothing and that no part of it is false, so help us God"
Identified By
DEPONENT

(Signature with Seal)

(Advocate)

Signed and sworn before me by the above named deponents after being read over the contents mentioned above by .....,Advocate so that the deponents seemed to understand properly the contents of this affidavit.
NOTARY

HIRING OF SERVICES FOR A GGS (GROUP GATHERING STATION) CONSISTING OF AN OCS, ETP+STP AND WIS AT LAKWAGAON IN SIVASAGAR DISTRICT, ASSAM ON BUILD OWN, OPERATE & TRANSFER (BOOT) BASIS

BOOT TENDER

GENERAL CONDITIONS OF CONTRACT (GCC)

(Vol. I, Part 3, Section I)

Tender No.: CPI2385P23

Prepared By:

KAVIN ENGINEERING AND SERVICES PRIVATE LIMITED
COIMBATORE

VOLUME-I PART – 3 SECTION-I

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 APPLICABILITY, DEFINITION & INTERPRETATION:

1.1 Applicability

All clauses in the General Conditions of Contract [GCC] shall apply to all transactions except as otherwise stated in the Special Conditions of Contract [SCC]. Furthermore, in the event if there is any conflict between the Principal text of the Agreement and the Appendixes, the Principal text will prevail.

1.2 Definition & Interpretation

In the contract (as hereinafter defined) the following words and expressions shallhave the meaning hereby assigned to them except where the context otherwise requires:

1.2.1 COMPANY/OIL/Operator:

Shall mean Oil India Limited [OIL] a public sector undertaking, incorporated under COMPANY"s Act 1956 having its registered office at Duliajan-786602, Assam, India and includes its successor and permitted assigns.

1.2.2 CONTRACTOR:

Shall mean the person or persons, firm or COMPANY or corporation incorporated in India or abroad, who has been awarded with the contract and includes contractor's legal representatives, his successors and permitted assigns.

1.2.3 Contract:

Shall mean a written agreement between the COMPANY and the CONTRACTOR for execution of the services / works including all contract documents and subsequent amendments, if any.

1.2.4 Site:

Shall mean the place in which the operations / services are to be carried out or places approved by OIL for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

1.2.5 COMPANY's Site Representative / Engineer:

Shall mean the person or the persons appointed by the COMPANY from time to time to act on its behalf at the site for overall co-ordination, supervision and project management at site.

1.2.6 Sub-Contract:

Shall mean order / contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of COMPANY on third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.

1.2.7 Sub-Contractor:

Shall mean any person or firm or COMPANY (other than CONTRACTOR) to whom any part of the work has been entrusted by CONTRACTOR, with written consent of OIL or the persons appointed by OIL, successors and permitted assigns of such persons, firm or COMPANY).

1.2.8 Contractor's Representative:

Shall mean such person / or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the COMPANY as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

1.2.9 **Contract Price / Value***:*

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted in tender and / or the contract rates as payable to the CONTRACTOR for the entire execution and completion of the services / works, including amendments / modification / change order issued by the COMPANY.

1.2.10 Firm price:

The prices will remain unchanged, except for statutory changes, during currency of the CONTRACT unless specifically agreed to in writing by COMPANY.

1.2.11 Service/Works/Operations:

Shall mean and include all items and things to be supplied / done and all work / Service to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT and shall also include all extra, additional, altered or substituted works / services as required for the purpose of successful execution of the Contract.

1.2.12 Equipment/Materials/Goods:

Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the COMPANY for / under the CONTRACT and amendments thereto.

1.2.13 Drawings:

Shall mean and include all Engineering sketches, general arrangements / layout drawings, sectional plans, all elevations, photographs, etc. related to the CONTRACT together with modification and revision thereto.`

1.2.14 Specifications:

Means and includes all technical specifications, provision attached and referred to in the tender / contract document regarding method and manner of performing the services and qualities of the service / materials to be provided under the contract and also as modified by the COMPANY / its site representative during the execution of contract in the best interest of service.

1.2.15 Engineer In-charge (EIC):

Shall mean the person designated from time to time by the COMPANY and shall include those who are expressly authorized by the COMPANY to act for and on its behalf for operation of the contract.

1.2.16 Inspectors:

Shall mean any person or outside Agency nominated by COMPANY to inspectequipment, materials and services, if any, in the CONTRACT (stage wise as well as final) as per the terms of the CONTRACT.

1.2.17 Tests:

Shall mean such process or processes to be carried out by the CONTRACTOR as are prescribed in the CONTRACT, considered necessary by the COMPANY or their representative to ascertain quality, workmanship, performance and efficiency of equipment or services thereof.

1.2.18 Approval:

Shall mean and include the written consent duly signed by COMPANY or their authorized official in respect of all documents, drawings or other particulars in relation to the CONTRACT

1.2.19 Day:

Shall mean a calendar day of twenty–four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

Means any day which is not declared to be holiday by the COMPANY.

1.2.23 Bid / offer:

Shall mean the proposal / Offer along with supporting documents submitted by the bidder in response to the tender or enquiry in accordance with the terms of Tender or Enquiry, for consideration by COMPANY, prior to award of contract.

1.2.24 Guarantee:

Shall mean the period and other conditions governing the warranty / guarantee of the services as provided in the CONTRACT.

1.2.25 Mobilization:

Shall mean rendering the equipment fully manned and equipped as per CONTRACT and ready to begin work at site designated by the COMPANY and accepted by the COMPANY after inspection.

1.2.26 De-mobilization:

Shall mean the removal of all items forming part of the Mobilization from the site of the COMPANY and inspection and acceptance thereafter by the COMPANY including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in accordance with relevant notification from Customs Authorities.

1.2.27 Willful Misconduct:

Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property of the Company or Third Party.

1.2.28 Gross Negligence:

Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or unjustifiable indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

1.2.29 Criminal Negligence:

Shall mean that the crime happened negligently, there was duty of care upon the Person but inadvertently due to his negligence, the duty was breached, which causes harm to the people in the form of death or serious injury.

1.2.30 GST Legislations:

„GST legislations" means „any or all of the following legislations as may be applicable to the CONTRACTOR and OIL:

(A) The Central Goods & Services Tax Act, 2017;
(B) The Integrated Goods & Services Act, 2017;
(C) The Union Territory Goods & Services Tax Act, 2017;
(D) The respective State Goods & Service Tax Acts"
(E) The Goods and Services (Compensation to States) Act, 2017
(F) The Customs Act and the Customs Tariff Act.
(G) Any other applicable Act related to GST

2.0 CONTRACT DOCUMENT:

2.1 Governing language: The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

2.2 Entire Agreement: The CONTRACT constitutes the entire agreement between OIL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the contract or included by reference.

2.3 Amendment in CONTRACT: No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the CONTRACTOR"s BID, forms of acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

3.0 WAIVERS AND AMENDMENTS:

3.1 Waivers: It is fully understood and agreed that none of the terms and conditions of this contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

3.2 Change Program: It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g.

Drilling programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY"s instruction in this regard shall be final and binding.

4.0 CONTRACT TIMELINE:

4.1 Effective Date of Contract: The contract shall become effective as on the date COMPANY notifies the CONTRACTOR in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the COMPANY will be the Effective Date of Contract. All terms and conditions of the contract shall come into force with the date of issuance of LOA.

4.2 Date of Commencement of Operation:

The date on which the mobilization is completed in all respects and CONTRACTOR is ready to commence operation as per the contract provision [Certified by the COMPANY"s representative] will be treated as the date of Commencement of Operation.

4.3 Duration of the contract:

The contract shall be valid for a period as defined in the LOA and Special Conditions of Contract [SCC].

5.0 SCOPE OF WORK / CONTRACT:

Scope of the CONTRACT shall be as defined in the CONTRACT, specifications, drawings and Appendices.

6.0 GENERAL OBLIGATION OF CONTRACTOR:

CONTRACTOR shall, in accordance with and subject to the terms and conditions of this Contract:

6.1 Perform the work described in the Terms of Reference / Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.

6.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours / personnel as required to perform the work.

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

6.4 Comply with all applicable statutory obligations specified in the contract.

6.5 CONTRACTOR shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

6.6 CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather

conditions, working culture in the area, socio- political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

6.7 CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.

7.0 GENERAL OBLIGATION OF COMPANY:

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

7.1 Pay CONTRACTOR in accordance with terms and conditions of the contract.

7.2 Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.

7.3 Perform all other obligations required of COMPANY by the terms of this contract.

8.0 DUTIES AND POWER / AUTHORITY:

8.1 OIL's site representative / engineer:

The duties and authorities of OIL"s site representative / engineer are to act onbehalf of OIL for:

i. Overall supervision, co-ordination and Project Management at site
ii. Proper and optimum utilization of equipment and services.
iii. Monitoring of performance and progress
iv. Commenting / countersigning on reports made by the CONTRACTOR"s representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
v. He shall have the authority, but not obligation at all times and any time to inspect / test / examine / verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector.

Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.

vi. Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature / comments of the OIL"s representative / engineer without which no claim shall be entertained by the OIL.

8.2 CONTRACTOR's representative:

(a) The CONTRACTOR"s representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorization from the CONTRACTOR.

(b) Representative(s) shall liaise with OIL"s representative / engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.

(c) Representative(s) shall extend full co-operation to OIL"s representative / inspector / engineer in the manner required by them for supervision / inspection / observation of equipment, material, procedures, performance, reports and records pertaining to works.

(d) To have complete charge of CONTRACTOR"s personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

9.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR:

CONTRACTOR warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.

9.1 The CONTRACTOR should ensure that their personnel observe all statutory safety requirements including those prescribed by the COMPANY. Upon COMPANY"s written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.

9.2 The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan / field site, enroute / local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.

9.3 However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR"s Personnel in case of emergency at its own establishment on chargeable basis.

9.4 CONTRACTOR's key personnel shall be fluent in English language (both writing and speaking).

10.0 PERFORMANCE SECURITY:

10.1 On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of a Bank Draft / Cashier"s Cheque / Banker"s Cheque* / NEFT / RTGS / Electronic fund transfer to

designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

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 bank in case of domestic CONTRACTOR / service provider.

OR

b. Any scheduled bank in India or from International bank which has its branch in India registered with Reserve Bank of India, in case of foreign CONTRACTOR / service provider.

OR

c. Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

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

10.2 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.

10.3 The domestic CONTRACTOR / Service Provider(s) 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.

10.4 The foreign CONTRACTOR / Service Provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

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

10.6 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. 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.

10.7 The Performance Security shall be encashed by COMPANY on

account of CONTRACTOR"s failure to fulfil its obligations under the Contract and / or non- performance / un-satisfactory performance of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non- performance / un-satisfactory performance.

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

10.9 Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

Subject to credit in OIL"s account within prescribed time

* The validity of Bank Draft / Cashier's / Banker's Cheque (as applicable) should not be less than 03 (three) months.

10.10 In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and / or in the event of termination of the contract under provisions of Integrity Pact and / or in respect of any amount due from the CONTRACTOR to OIL, OIL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to OIL on demand.

11.0 SIGNING OF CONTRACT:

11.1 The successful bidder is required to sign a formal detailed contract with OIL within a maximum period of 60 days of date of LOA. Until the contract is signed, **the LOA as well as GCC & SCC as prescribed in the Tender, shall remain binding amongst the two parties**. In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

12.0 CLAIMS, TAXES & DUTIES:

12.1 **Claims:** CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of COMPANY. COMPANY may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR"s equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

12.2 **Notice of claims:** CONTRACTOR or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not affect settlement of or compromise any such claim or

proceeding without the other"s written consent.

12.3 Taxes:

12.3.1 CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPNAY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

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

12.3.3 CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.

12.3.4 The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

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

12.3.6 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.

12.3.7 Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.

12.3.8 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.

12.3.9 CONTRACTOR shall provide all the necessary compliances/ invoice/documents for enabling OIL to avail Input tax credit benefits in respect of the

payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).

12.3.10 The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:

i. Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR)
ii. Name and Address and GST Registration Number of the Service Receiver (Address of OIL)
iii. Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess)

12.3.11 In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.

12.3.12 The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.

12.3.13 OIL would not accept any invoice without its GSTIN mentioned on the invoice

Note: CONTRACTOR who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice, which will have GSTIN of supplier as well as OIL.

12.4 Goods and Services Tax:

12.4.1 "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.

12.4.2 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.

12.4.3 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. 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.

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

12.4.5 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.

12.4.6 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.

12.4.7 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 shallbe to OIL"s account.

12.4.8 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.

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

12.4.10 The CONTRACTOR will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self- attested copy of such registration certificate(s) and the CONTRACTOR will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

12.5 Anti-profiteering clause

12.5.1 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.

12.5.2 In case rating of Contractor 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 / Contractor and shall also be entitled to deduct / recover such GST along with all penalties/interest, if any, incurred by OIL.

13.0 CUSTOMS DUTY, IF APPLICABLE:

13.1.1 CONTRACTOR shall be responsible to import the equipment / tools / spares / consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities ofCustoms in this regard.

13.1.2 CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.

13.1.3 Above clause is to be read with Customs Duty Clause in SCC, if any.

14.0 INSURANCE:

14.1 CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Company against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under Contract. All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in value of Contract to the extent of reduced premium amounts. Contractor shall cover insurance with Indian Insurance Companies.

14.2 Any deductible set forth in any of the above insurance shall

be borne by Contractor.

14.3 CONTRACTOR shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

14.4 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

14.5 Certificate of Insurance:

Before commencing performance of the CONTRACT, CONTRACTOR shall furnish OIL with certificates of insurance indicating:

a) Kinds and amounts of insurance as required herein
b) Details of coverage
c) Insurance corporation or companies carrying the aforesaid coverage
d) Effective and expiry dates of policies
e) That OIL shall be given thirty (30) days written advance notice of anymaterial change in the policy
f) Waiver of subrogation endorsement has been attached to all policies and
g) The territorial limits of all policies.

14.6 Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and / or changes in any of such documents & ensure revalidation / renewal, etc., as may be necessary well in time.

14.7 If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL inno case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @ 1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss / damage claims resulting therefrom shall be to the sole account of Contractor.

14.8 Contractor on demand from Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.

CONTRACTOR shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the CONTRACTOR under this CONTRACTin respect of CONTRACTOR"s equipment, tools and any other belongings of the CONTRACTOR and its personnel as well deputed under this CONTRACT during the entire period of their engagement in connection with this CONTRACT including extensions if any. The CONTRACTOR shall also carry adequate insurance cover against damage/loss to

third party person/property. OIL will have no liability on this account.

14.9 Principal Assured:

The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen"s Compensation / Employer"s Liability insurance):

"Oil India Limited and CONTRACTOR"s name (as appearing in the Contract/LOA)"

14.10 Waiver of subrogation:

All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:

"The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees".

14.11 Deductible:

The CONTRACTOR shall take policy with minimum deductible as per IRDA prescribed for the policy(ies). That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.

14.12 Compliance with Sec 25(1), of "The General Insurance Business (Nationalization) Act 1972"

Section 25(1) of "The General Insurance Business (Nationalization) Act 1972" is reproduced below:

"No person shall take out or renew any policy of insurance in respect of anyproperty in India or any ship or other vessel or aircraft registered in India with an insurer whose principal place of business is outside India save with the prior permission of the Central Government".

The above requirement of aforesaid Act needs to be complied with by the CONTRACTOR wherever the aforesaid provisions of Act apply, and compliance confirmations submitted.

14.13 Loss Payee Clause:

The Insurance Policies should mention the following in Loss Payee Clause:

"In respect of Insurance claims in which OIL"s interest is involved, written consentof OIL will be required".

14.14 On account payment to OIL in case of claim

In case any loss or damage happen and where OIL"s interest is involved, OIL reserves the right to recover the loss amount from the CONTRACTOR prior to final settlement of the claim.

14.15 CONTRACTOR shall require all of its SUB-CONTRACTORs to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.

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

i) **Workman Compensation and / Employers' Liability Insurance**: Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.

ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.

iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.

iv) **Carrier's Legal Liability Insurance:** Carrier"s Legal Liability Insurance in respect of **all CONTRACTOR's items** to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.

v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.

vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/ its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.

vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).

viii) Any other insurance policy set forth in the SCC

Note: An undertaking by the service provider has to be mandatorily provided during the Mobilization time that

they have taken all the Insurance provisions as per the contract and as the Law and Insurance Regulation.

15.0 LIABILITY:

15.1 Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORs, or sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the CONTRACTOR and/or their CONTRACTORs or sub-CONTRACTORs, irrespective of how such loss or damage is caused and even if caused by the negligence of COMPANY and/or its servants, agent, nominees, assignees, CONTRACTORs and sub-CONTRACTORs.

15.2 The CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such loss or damage and any suit, claim or expense resulting there from. Neither COMPANY nor its servants, agents, nominees, assignees,

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

15.3 The CONTRACTOR hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs for loss or damage to the equipment of the CONTRACTOR and/or its sub-CONTRACTORs and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the CONTRACTOR‟s liabilities agreed to under this Contract.

15.4 The CONTRACTOR hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs for injury to, illness or death of any employee of the CONTRACTOR and of its CONTRACTORs, sub-CONTRACTORs and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the CONTRACTOR‟s liabilities agreed to under this Contract.

15.5 Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, CONTRACTORs or sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the

property of the COMPANY and/or their CONTRACTORs or sub-CONTRACTORs, irrespective of how such loss or damage is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs. The COMPANY shall protect, defend, indemnify and hold harmless CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.

15.6 Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORs, sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORs or sub- CONTRACTORs irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.

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

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

16.0 LIMITATION OF LIABILITY:

a) Notwithstanding any other provisions herein to the contrary, except only in cases of Wilful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY"s right to forfeit the Performance Bank Guarantee(s) in terms of the contract.

b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of

repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.

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

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

It is expressly understood and agreed upon by and between CONTRACTOR and OIL INDIA LIMITED, and that OIL INDIA LIMITED 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 Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that OIL INDIA LIMITED is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/ CONTRACTOR expressly agrees, acknowledges and understands that OIL INDIA LIMITED is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder/ CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this contract and covenants not to sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

18.0CONSEQUENTIAL 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.

19.0RISK PURCHASE:

In the event, CONTRACTOR"s failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR"s risk & cost and the difference in cost shall be borne by the CONTRACTOR. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR.

20.0 INDEMNITY AGREEMENT:

20.1 Except as provided hereof CONTRACTOR agrees to protect,

defend, indemnify and hold COMPANY harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of CONTRACTOR"s employees, agents, CONTRACTORs and sub-CONTRACTORs or their employees or in favour ofany third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

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

21.0 INDEMNITY APPLICATION:

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

22.0 ROYALTY 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 forming part thereof.

23.0 WARRANTY AND REMEDY OF DEFECTS:

23.1 CONTRACTOR warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR.

23.2 Should COMPANY discover at any time during the tenure of the Contract or till the Unit / equipment / tools are demobilised from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY,

promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at CONTRACTOR‟s own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

24.0 SUBCONTRACTING / ASSIGNMENT:

24.1 CONTRACTOR shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies). Except for the main services under this contract, CONTRACTOR may sub-contract the petty support services subject to COMPANY‟s prior written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.

24.2 Consequent upon of placement of contract, if successful bidder(s)(other than Micro/ Small Enterprise) is procuring materials/services from their sub-vendor, who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority/Engineer in Charge the details like Name, Registration No., Address, Contact No., details of material and value of procurement made, etc. of such enterprises shall be furnished by the CONTRACTOR at the time of submission of invoice/bill.

25.0 RECORDS, REPORTS AND INSPECTION:

The CONTRACTOR shall, at all times during the currency of the contract, permit the COMPANY and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The CONTRACTOR shall keep an authentic, accurate history and logs including safety records of each service item with major items consumed, which shall be open at all reasonable times for inspection by the COMPANY‟s designated representatives and its authorized employees. The CONTRACTOR shall provide the COMPANY‟s designated representatives with a daily written report, on form prescribed by the COMPANY showing details of operations during the preceding 24 hours and any other information related to the said services requested by the COMPANY whenever so requested. The CONTRACTOR shall not, without COMPANY's written consent allow any third person(s) access to the said information or give out to any third person information in connection therewith.

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

26.1 CONTRACTOR shall not, without COMPANY's prior written

consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of COMPANY in connection therewith, to any person other than a person employed by CONTRACTOR in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, as may be necessary for purposes of such performance with prior permission from COMPANY. However, nothing hereinabove contained shall deprive the CONTRACTOR of the right to use or disclose any information which is:

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

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

26.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.

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

26.4 During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORs, sub-CONTRACTORs (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other CONTRACTORs, sub-CONTRACTORs (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.
However, the above obligation shall not extend to information which:

i) is, at the time of disclosure, known to the public which CONTRACTOR shall immediately inform COMPANY ;

ii) is lawfully becomes at a later date known to the public through no fault of CONTRACTOR subject to CONTRACTOR's undertaking that no information has been divulged by them to the public;

iii) is lawfully possessed by CONTRACTOR before receipt thereof from COMPANY which should be immediately informed to COMPANY;

iv) is developed by CONTRACTOR independently of the information disclosed by COMPANY which should be shared with the COMPANY;

v) CONTRACTOR is required to produce before competent authorities or by court order subject to prior permission from COMPANY;

27.0 REMUNERATION AND TERMS OF PAYMENT:

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

27.2 Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.

27.3 MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR"s designated bank. Bank charges, if any will be on account of the CONTRACTOR.

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

27.5 INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services / operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.

27.6 CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.

27.7 CONTRACTOR will submit 02 (two) sets of all invoices duly super scribed `Original" and `copy" as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.

27.8 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.

27.9 COMPANY shall within 30 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 on or before the due date. This will not prejudice the COMPANY"s right to question the validity of the payment at a later date as envisaged in clause no. **27.4** above.

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

27.11 Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:

a) Audited account up to completion of the Contract.
b) Tax audit report for the above period as required under the Indian Tax Laws.
c) Documentary evidence regarding the submission of returns

and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub- CONTRACTOR.

d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.

e) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the CONTRACTOR before release of the final payment by the COMPANY. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice

27.12 CONTRACTOR shall maintain complete and correct records of all information on which CONTRACTOR"s invoice are based up to 02 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.

28.0 PAYMENT OF COMMISSION / FEE / REMUNERATION OF INDIAN AGENT / CONSULTANT / REPRESENTATIVE / RETAINER / ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):

The Commission/Fee/remuneration of the Indian agent/ consultant/ associate/ representative /retainer, if any, will be paid within 30 days of the payment of invoice made to the CONTRACTOR, The amount of commission/fee/remuneration as a percentage of invoice value as per contract provisions will be deducted by COMPANY/OIL from the monthly invoices of the CONTRACTOR and paid to the Indian agent/ consultant/ representative/ retainer/ associate.

29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI, ETC:

Wherever applicable, the CONTRACTOR (including those engaging „International Workers") shall have itself registered under Employees" Provident Fund and Miscellaneous Provisions Act, 1952 and Employees" State Insurance Act, 1948 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers.

The CONTRACTOR shall be required to submit the following documents/details to the Corporation:

(i) Copy of PF-ECR duly stamped by the designated Bank, along with a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (http://www.epfindia.gov.in).

(ii) (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.

Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.

(iii) As an Annexure to each EPF-ECR and ESI Challan(s),

CONTRACTOR shall also furnish the following Certificates:

1) The furnished information is correct to the best of his knowledge.
2) In case any discrepancies or irregularities is / are noticed in this undertaking, then OIL is free to inform the PF / ESIC Authorities.
3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
4) Within one month on completion / expiry of the contract, CONTRACTOR shall pay all the dues / terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR"s Bank Guarantee / Security Deposit may be withheld by OIL.

COMPANY may verify the deposit of statutory contribution made by the CONTRACTORs with the EPFO / ESI authorities, where deemed necessary. However, before making payment of the last bill / invoice of the CONTRACTOR, the COMPANY may verify the details / status of the payment towards EPF / ESI made by the CONTRACTOR from the authorities / official website of EPF / ESI (i.e. http://www.epfindia.gov.in and http://www.esic.in). In case the information furnished by the CONTRACTOR is found to be incorrect the COMPANY shall take appropriate action against the CONTRACTOR in accordance with law.

The CONTRACTOR agrees and undertakes to indemnify OIL for any liabilities arising out of declarations made by him in future on violation or provisions of the EPF Act 1952 and ESI Act 1948.

30.0 TIMELY MOBILIZATION AND LIQUIDATED DAMAGES:

a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower / equipment and / or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.
b) If the contractor is unable to mobilize / deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.
c) The parties agree 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 on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.
d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties / taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

31.0 FORCE MAJEURE:

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 as provided herein. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared / undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR"s Personnel; fires, explosions, ionising radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

Upon occurrence of such cause, the party claiming that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 (Seventy Two) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

Should „force majeure" condition as stated above occurs and should the same be notified within 72 (Seventy two) hours after its occurrence the `force majeure' rate (if specified in the SCC of the Contract) shall apply for the first 15 (fifteen) days for each such occasion.

Either party shall have the right to terminate the Contract if such `force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. COMPANY shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the COMPANY shall binding upon the CONTRACTOR.

Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period. [or exclusively mentioned in the SCC of the Contract]

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

If however, relative obligation of the party affected by such „Force Majeure" is limited to part of the obligation(s), the contract shall not be terminated and the parties shall continue to perform their respective obligations, which are not affected by the „force majeure" condition, provided the obligations affected by the „force majeure" do not preclude the parties in performing the obligations not affected by such conditions.

32.0 SET-OFF:

Any sum of money due and payable to the CONTRACTOR (including Performance Security refundable to them) under this or any other Contract, whether in progress or in future, may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the CONTRACTOR with OIL (or such other person or persons contracting through OIL).

33.0 WITHHOLDING:

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

33.1 For non-completion of jobs assigned as per Scope of Work/Terms of Reference.

33.2 Defective work not remedied by CONTRACTOR.

33.3 Claims by COMPANY"s recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.

33.4 Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc with respect to personnel engaged by the CONTRACTOR.

33.5 Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.

33.6 Any failure by CONTRACTOR to fully reimburse COMPANY under any of the indemnification provisions of this Contract. If, during the progress of the work CONTRACTOR shall allow any indebtedness to accrue for which CONTRACTOR, under any circumstances in the opinion of COMPANY, may be primarily or contingently liable or ultimately responsible and CONTRACTOR shall, within five days after demand is made by COMPANY, fail to pay and discharge such indebtedness, then COMPANY may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to CONTRACTOR, a sum equal to the amount of such unpaid indebtedness.

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

i) Order issued by a Court of Law or statutory authority in India.

ii) Income-tax deductible at source according to law prevalent from time to time in the country.

iii) Any obligation of CONTRACTOR which by any law prevalent from time to time to be discharged by COMPANY in the event of CONTRACTOR's failure to adhere to such laws.

iv) Any payment due from CONTRACTOR in respect of unauthorised imports.

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

33.8 COMPANY reserves the right to disburse or deposit the amount so withheld to the concerned person(s) or agency or government authority, as the case may be, besides nullifying such amount on account of loss suffered by the COMPANY against **33.2, 33.3, 33.6** & **33.7** above.

34.0 APPLICABLE LAWS:

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts situated in Dibrugarh (or the Place where the contract is executed) and

Principal Bench of Gauhati High Court (or the High Court under whose territorial jurisdiction, the place of execution of contract falls).

This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time beingin force and shall be subject to exclusive jurisdiction of Courts, mentioned hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to soleand exclusive jurisdiction of above Courts.

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

a) The Mines Act 1952
b) The Oil Mines Regulations, 1984
c) The Employees" Compensation Act, 1923
d) The Code of Wages, 2019
e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framedthere under
f) The Employees" Pension Scheme, 1995
g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment andconditions of service).
h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
i) Goods and Service Tax Act
j) Customs & Excise Act & Rules
k) Factories Act, 1948
l) Industrial Disputes Act, 1947
m) Payment of Gratuity Act, 1972
n) Environmental Protection Act, 1986 & other pollution control Acts.

Note: The above Acts are only indicative and not exhaustive. The Acts shall includethe rules and regulations framed thereunder.

35.0 LABOUR LAWS:

i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY"s Liability Act 1938, Employees" Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees" State Insurance Act, 1948 or any modifications / amendment thereof or any other law relating thereto and rules made there under from time to time.
ii) No Labour below the age of eighteen [18] years shall be employed on the work.
iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
v) CONTRACTOR shall pay equal wages for men and women in accordance withapplicable Labour laws.
vi) If the CONTRACTOR is covered under the Contract Labor (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office

of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee / deposit shall be borne by the CONTRACTOR.

vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.

viii) CONTRACTOR being the employer of the labours / personnel to be engaged under the contract shall be liable to pay gratuity to the labours / personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).

ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.

x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non- payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

36.0 STATUTORY REQUIREMENTS:

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment

37.0 GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:

37.1 It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORs hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.

37.2 It will be entirely the responsibility of the Contractor /his Supervisor/ representative to ensure strict adherence to all HSE

measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/ Supervisor/Junior Engineer for safe operation.

37.3 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

37.4 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

37.5 When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

38.0 POLLUTION AND CONTAMINATION:

The CONTRACTOR shall be liable for all surface and sub-surface pollution to the extent caused by CONTRACTOR and resulting from CONTRACTOR"s operation/service or spillage or dumping of solvents/additive substances or pollutants, which the CONTRACTOR brings to the Site for use in connection with Work to be performed under this Contract.

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, COMPANY shall release, indemnify and hold CONTRACTOR and its sub-CONTRACTORs harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for:

a) Damage to or loss of any reservoir or producing formation; and/ or
b) Damage to or loss of any well; and/ or
c) Any other subsurface damage or loss; and/ or
d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

39.0 STATUTORY VARIATION / NEWLY ENACTED LAW:

39.1 All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR"s account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.

39.2 In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased / decreased cost of the works under the CONTRACT through increased / decreased liability of taxes and / or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed

by COMPANY) & the courts wherever levy of such taxes / duties are disputed by COMPANY / CONTRACTOR.

39.3 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR"s account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY"s account.

39.4 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

39.5 Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:

i. Personal taxes on the personnel deployed by CONTRACTOR, his sub- CONTRACTOR/sub-sub-CONTRACTORs and Agents etc.
ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORs, agents etc.
iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORs, vendors, agents etc. of the CONTRACTOR.
iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.

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

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

39.7 The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.

39.8 Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

40.0 SEVERABILITY:

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

41.0 COMMISSION OF MISCONDUCT / SUBMISSION OF FRAUDULENT DOCUMENT BY THE BIDDER/CONTRACTOR AND BANNING THEREOF:

The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent document/false information in relation to the subject tender/contract or committed any misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY"s Banning Policy, 2017 besides making the CONTRACTOR liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

42.0 SETTLEMENT OF DISPUTES:

42.1 Arbitration (Applicable for Suppliers/CONTRACTORs other than PSU and MSME):

1) 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:
2) 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.
3) It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.
4) The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Up to Rs. 25.00 Lakh	Not applicable	Not applicable
Above Rs. 25.00 Lakh Up to Rs. 25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3rd Arbitrator, who shall be the presiding Arbitrator, by the two

		Arbitrators.

5) 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.
6) 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.
7) Parties agree and undertake 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.
8) The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended)
9) 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. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
10) 20% of the fees if the claimant has not submitted statement of claim.
11) 40% of the fees if the pleadings are complete
12) 60% of the fees if the hearing has commenced.
13) 80% of the fees if the hearing is concluded but the award is yet to be passed.
14) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed 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.
15) In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.
16) The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule of the Act and such expenses shall be equally borne by the parties.
17) The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.
18) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
19) 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.

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

a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central

Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes - concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy 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

c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

42.3 Arbitration (Applicable to Micro, Small and Medium Enterprise)

In the event of any dispute or difference relating to, arising from or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006

42.4 Resolution of disputes through conciliation by OEC

(Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore)

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, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.

b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).

c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.

d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC

proceedings.

e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.

f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.

h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.

i) The OEC proceedings must be completed within a period of 03 (three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.

j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.

k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.

l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

42.5 Exclusions

Parties agree that following matters shall not be referred to conciliation or arbitration:

i) Any claim, difference or dispute relating to, connected with or arising out of OIL"s decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.

ii) Any claim, difference or dispute relating to, connected with or arising out of OIL"s decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.

iii) Any claim, difference or dispute relating to, connected with or arising out of OIL"s decision to comply with any order or directive of any statutory or

government authority.

iv) Any claim which is less than Rs. 25 Lakh.

43.0 COMPLETION OF CONTRACT:

Unless otherwise terminated under the provisions of any other relevant Clause or extended through written communication, this Contract shall be deemed to have been completed at the expiry of the Period specified in the contract or period of defect liability, as provided for under the Contract, whichever is later.

44.0 TERMINATION:

44.1 **Termination on expiry of the contract**: This Agreement shall be deemed to have been automatically terminated on the expiry of the contract period unless OIL has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.

44.2 **Termination of contract for death:** If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.

44.3 **Termination on account of Force Majeure:** Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article-31.0 above.

44.4 **Termination on account of insolvency:** In the event that the CONTRACTOR orits collaborator or its guarantor 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 or under the process of insolvency orliquidation, 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.

However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

44.5 **Termination for Unsatisfactory Performance**: If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of 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. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non- performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

44.6 **Termination due to change of ownership and 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 written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.

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

44.8 **Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment along with crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

44.9 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from **44.1 to 44.8 and** in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.

44.10 **Consequence 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.

Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession.

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

Demobilization charges shall not be payable by COMPANY in case of Article from **44.4 to 44.7**

45.0 TO DETERMINE THE CONTRACT:

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of 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 its 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 rate / cost specified in the schedule of quantities and rates / prices.

46.0 WITHOUT DETERMINING THE CONTRACT:

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the COMPANY may 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 its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

47.0 ERRING/DEFAULTING AGENCIES:

Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor, and service provider will be dealt as per OIL"s Banning Policy dated 6th January, 2017 available in OIL"s website: www.oil- india.com. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

48.0 MISCELLANEOUS PROVISIONS:

CONTRACTOR shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

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

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

the site clean and in workmanlike condition to the satisfaction of the COMPANY.

Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel or any other justified situation inwhich case the replaced person should have equal experience and qualification, which will be again subject to prior approval, by the COMPANY.

***END OF VOLUME-1* PART – 3 SECTION-I**

&&&&

HIRING OF SERVICES FOR A GGS (GROUP GATHERING STATION) CONSISTING OF AN OCS, ETP+STP AND WIS AT LAKWAGAON IN SIVASAGAR DISTRICT, ASSAM ON BUILD OWN, OPERATE & TRANSFER (BOOT) BASIS

BOOT TENDER

TERMS OF REFERENCE (TOR) & TECHNICAL SPECIFICATIONS

Tender No.: CPI2385P23

(Vol. I, Part 3, Section II)

Prepared By:

KAVIN ENGINEERING AND SERVICES PRIVATE LIMITED
COIMBATORE

***VOLUME-I* Part-3**
SECTION: II

TERMS OF REFERENCE & TECHNICAL SPECIFICATIONS

1.0 INTRODUCTION:

Oil India Ltd (OIL), a premier National Oil Company engaged in the business of Exploration, Production and Transportation of Crude oil and Natural Gas intends for **HIRING OF SERVICES FOR A GGS (GROUP GATHERING STATION) CONSISTING OF AN OCS, ETP+STP AND WIS AT LAKWAGAON IN SIVASAGAR, ASSAM, BUILD OWN OPERATE & TRANSFER (BOOT) BASIS** for a period of 10 (Ten) years from the date of successful commissioning with provision for extension by another 5 (Five) years. Lakwagaon field is expected to boost OIL's crude oil production in the next 4 to 5 years and this field is also expected to sustain the production for the next 15 to 20 years. The Lakwagaon field is in between Demow and Sivasagar towns in the District of Sivasagar, Assam and is at a distance of nearly 70 Km from Dibrugarh. The field was discovered in 2017. The production from the field is reasonable with ample reserve of crude oil and natural gas.

2.0 DESCRIPTION:

This section establishes the scope and describes the specifications, instructions, standards and other documents including the specifications for any tools or equipment to be supplied, which the Contractor shall satisfy or adhere to in the performance of the work.

3.0 DEFINITION OF WORK:

This facility will be an Integrated Surface Facility, called **GGS-Group gathering Station**. It will consist of an OCS (Oil Collecting Station) for separation of well fluids oil + gas + water, an ETP (Effluent Treatment Plant) for filtration of formation water for re-injection into the reservoir, with a STP (Sewage Treatment Plant) for processing of sewage water/storm waters prior to surface disposal and a WIS (Water Injection Station) for re-injection of ETP outlet water/bore well water into the reservoir. This facility is for separation of Oil, Gas & Water and processing of formation/effluent water in its producing field at Lakwagaon.

The project will be executed in phases, viz. Phase A and Phase B as follows:

A. Phase-A of the project, following facilities shall be constructed:

i. One Oil Collecting Station of 2000 KLPD capacity
ii. One Effluent Treatment Plant of 1000 KLPD capacity
iii. One Water Injection Station of 1500 KLPD capacity

B. In Phase-B of the project, following facilities shall be constructed

One Gas Compressor Station having handling capacity of 0.15 MMSCMD (HP) and 0.30 MMSCMD (LP)

Initially Phase A of the project, i.e., construction of Oil Collecting Station (OCS), Effluent Treatment Plant (ETP) and Water Injection Station will be carried out as an integrated facility.

Construction of facilities under Phase-B shall be optional and shall be linked with further development and Reservoir studies of Lakwagaon field. For Phase B, separate EPMC and construction contract may be processed.

The installation (OCS & ETP) shall be constructed on Modular design concept with emphasis on skid mounted prefabricated facilities minimizing 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. OIL invite tenders from suitably experienced/service providers/contractor for Design, supply, construction, installation, commissioning, operations and maintenance on BOOT (Build, Own, Operate & Transfer) basis. The contractor is to provide Equipment for system packages as per the list given in Appendix-I with associated equipment/tools & services as mentioned in Clause No. 1.0 of this section till the completion of BOOT contract at the same rates, terms and conditions.

4.0 SCOPE OF WORK (SOW):

Scope of works under this tender/contract are divided into two parts-

- SOW until completion of Final Mobilization i.e; until Commissioning of the plant (including PGTR)
- SOW during Commercial Operation after completion of PGTR

4.1 SOW until completion of Final Mobilization i.e; until Commissioning of the plant (including PGTR):-

4.1.1 BOOT contractor will prepare Front End Engineering Design (FEED) and submit the same to EPMC M/s KAVIN for approval. They will also generate detailed design and engineering on the basis of the approved FEED, in accordance with normal industry and good engineering practices and/or modify the same. The detailed engineering design, design data, engineering drawings etc. prepared by BOOT contractor will be evaluated, verified and certified by EPMC. EPMC has done Soil testing and same will be provided by EPMC. Bidder may refer the reports and may design all civil foundations at its own risk and discretion by referring the soil testing

report. If wishes, successful bidder may re-verify the correctness of the soil testing data by re-surveying the project site and may design all foundations by referring their own soil testing data.

4.1.2 Preparation of FEED, Detailed Engineering, preparation of 30%, 60%, 90 % 3D model of the GGS plant are in BOOT contactors scope. EPMC will review and approve FEED, Detailed Engineering documents AND 30%, 60%, 90 % 3D model of the GGS plant. Following five safety studies HAZOP, SIL, QRA, ERA & EERA are excluded from BOOT contractor's scope. EPMC M/s KAVIN will arrange these five Safety Studies for the engineering done by BOOT contractor in their office at Coimbatore or at any suitable venue (to be decided later). BOOT contractor to provide all relevant documents to EPMC for conducting the safety studies. BOOT contractor shall update all the relevant documents, drawings as per recommendation of safety studies report. Any other safety studies (if required), to be carried out by BOOT contractor.

4.1.3 BOOT contractor shall provide all necessary documents to EPMC to verify / certification of materials, certification of various equipment, verification of compliance of statutory requirements, verification of compliance of various standards applicable to oilfield equipment, verification of compliance of all safety standards as per OISD, DGMS and CPCB/SPCB, compliance of all security standards as per IB recommendations etc. DGMS approval of the Instruments is a statutory requirement and is required over & above certification by ATEX/FM/UL/CSA/ CENELEC/BASEFA/PTB.

4.1.4 BOOT contractor shall procure & supply the entire equipment for the plant, ancillary facilities, construction materials and arrange for construction, integration/installation and commissioning of the equipment/plant including all sub-systems and other facilities for smooth running of the plant. BOOT contractor scope is the scope of work of an EPC contractor; however, they will be the operator of this plant after commissioning of the plant for a period of minimum 10 (ten) years extendable by 5 (five) years. All civil works including additional land filling (if required) & development, internal roads, foundation for vessels, sheds for equipment, office / accommodations etc. and all mechanical activities like fabrication of tanks, hook-up jobs, piping jobs etc. shall be in the scope of the BOOT contractor.

4.1.5 The entire responsibility of procurement of materials and equipment and site construction lies with the BOOT contractor. All equipment and material and site construction work shall have a life of minimum 25 (twenty five) years at the end of PGTR. Inspection certificate conducted by Third Party Inspection Agency (TPIA) during equipment/ item procurement stage shall be provided by the BOOT contractor (in phases) along with incoming Material Inspection report conducted by EPMC/OIL.

4.1.6 All site construction/erection activities including Pre-commissioning and commissioning are in the BOOT contractor's scope. Flow lines from Oil & Gas wells to the proposed plant and transfer lines for transporting Dry Crude, natural gas, treated water from the proposed plant to outside are not in the BOOT scope.

4.1.7 OIL is in the process of creating a Satellite Fire Station inside the GGS Lakwagaon plant, in the area earmarked on the indicative plot plan published in this tender. Construction of the Satellite Fire Station is not included in the scope of this tender/contract. However, supply of water (water required for fire tenders and domestic purpose) and supply of electricity to the satellite fire station shall be in the scope of BOOT contractor.

4.1.8 The temporary barricading of the project site during construction activity and deployment of Security during construction & commercial operation are included in the BOOT contractor's scope. The barricade shall be made of CGI sheet with adequate iron / steel posts so as to prevent miscreant's activities. The Security arrangement shall be as per applicable guidelines / established norms/IB norms.

4.1.9 Earth filling, permanent boundary wall with entry/exit gates, peripheral roads outside the boundary wall are not in BOO Contractor's scope. All other infrastructure required for civil construction jobs for the plant like - micro grading, additional earth filling (if required) during equipment & ancillary systems installation/erection, internal roads, equipment foundations, drains and any other works necessary to make the plant operational are included in BOOT's scope.

4.1.10 The Contractor shall have to supply and use their own tools & equipment/facilities etc. as required to undertake the above services.

4.1.11 Effective HSE (Safety, Health & Environment) related guidelines as applicable during the construction and commissioning shall be followed. The record of HSE performance and data shall be maintained and reported to EPMC M/s KAVIN on regular basis by the contractor.

4.1.12 Perform and fulfil all of the BOOT Contractor 's obligations as may be specified under the BOOT Agreement.

4.1.13 To develop proper green belt as per industry norms.

4.1.14 The BOOT Contractor shall be responsible for maintaining the peace & tranquility of the environment & surroundings. The BOOT Contractor shall not install any such equipment or machines which may release sound above the statutory noise limits set forth by various statutory authorities from time to time.

4.1.15 OIL may, notwithstanding anything to the contrary contained in this Agreement, may instruct the BOOT Contractor to carry out such additional works and services on or about the Facilities which are beyond the Scope of Work as contemplated by this Agreement.

4.1.16 The BOOT Contractor shall prepare standard operating procedures (SOPs) for various operation of the Plant. The standard operating procedure (SOP) shall be notified to EPMC M/s KAVIN prior to implementation for necessary approval. The SOPs shall be in place tentatively 01 month prior to start commissioning activities of the GGS Plant.

4.1.17 The BOOT contractor shall prepare a comprehensive Operation & Maintenance Manual for the entire GGS facility and shall notified to EPMC M/s KAVIN for necessary approval at least 03 months prior to start final stage of commissioning activities. It is the BOOT contractor's responsibility to ensure the O&M manual get approved from EPMC well in advance. BOOT contractor shall submit 03 (Three) sets of hard binded approved Operation and Maintenance Manual to OIL at least two weeks before start of PGTR of OCS & ETP.

4.1.18 BOOT contractor shall submit to EPMC M/s KAVIN a compile list of required O&M spares & consumables for 03 year operation of all mechanical, electrical, control & instrumentation systems including planning of inventory at least 04 months prior to start final stage of PGTR,

for smooth operation and maintenance of the GGS during commercial operation of the GGS in totality. The list will be approved by EPMC M/s KAVIN.

4.1.19 Commissioning and Performance Guarantee Test Run (PGTR) for continuous one month. During this period all systems and subsystems including standby equipment's/ trains shall be verified for continuous trouble free running meeting all the PRODUCT SPECIFICATION (PRODUCT OUTLET CONDITIONS) as mentioned in 8.0 of this document.

4.1.20 To install adequate numbers of signboards before start of Commercial Operation of the GGS. List of signboards to be installed but not limited to the following: -

- Data pertaining to Project Information
- GGS Facility Details like – Capacity of OCS, ETP & WIS shall be mentioned
- Fire siren procedure
- Name of key personnel of Company and Contractor with contact details
- List of Emergency Telephone numbers.
- List of producing oil wells, gas wells and shut in wells connected to the GGS facility.
- List of injection wells connected to the GGS facility.
- Well location map.
- Plot plan with proper marking of hazardous areas
- Fire ring line network diagram showing location of hydrant points, monitors with proper numbering
- Required SOPs to be installed near respective equipment/facilities.
- Safety slogan signboards near various key working areas as per requirement.
- First aid procedure in case of electric shock
- First aid procedure in case of snake bite.
- Any other statutory signboards deemed fit.

4.1.21 To obtain all statutory approval excluding environmental clearance from relevant authorities for setting up & operation of the GGS and also to obtain various environmental accreditations.

4.1.22 Carry out Volatile Organic Compound (VOC), fugitive emission survey in the process units and offsite areas as per the requirement.

4.2 SOW during Commercial Operation after completion of PGTR :-

Operation and maintenance of the entire Group Gathering Station (GGS) shall be the single point responsibility of the BOOT contractor who shall deploy suitable and adequate manpower at the plant for the continuous, satisfactory and safe round the clock operations as per the requirement of OIL. Under this contract the scope of work for operations and maintenance of GGS shall include operation and maintenance of the GGS along with all auxiliaries and associated rotary and static equipment of the Station. BOOT Contractor shall have to ensure Operation and maintenance of the PLANT on the round the clock basis.

It is not possible to mention detailed list of activities necessary to operate Oil & Gas plant. Below list is provided to have an idea about minimum basic activities required to be performed during regular commercial operation of the plant. Apart from the below listed activities. BOOT contractor shall perform any other activities deemed necessary for smooth and safe functioning of the GGS plant. The nature of jobs & their activities not explicitly mentioned in the scope of work and are required to be carried out for achieving system/equipment availability shall also be carried out by the contractor **at no extra cost.**

Activities required to be performed by BOOT contractor **at no extra cost** during Commercial Operation of the GGS plant but not limiting to the following (Activity not specifically mentioned here but required for proper operation of the station will also be part of the BOOT Contractor's scope)-

4.2.1 To carryout IME/PME of all employees timely. Up to date record of IME/PME should be properly maintained.

4.2.2 To impart/arrange/ensure statutory training to their employees.

4.2.3 IME/PME and statutory training imparted should be as laid down statutory requirements.

4.2.4 To impart training on work safety and use of fire extinguishers to the personnel to be engaged and briefing the entire crew regarding hazards associated with OCS, ETP, STP & WIS operations, evacuation and emergency procedure.

4.2.5 Ensure Periodic Training of personnel on Fire safety, First aid etc. as advised by OIL from time to time.

4.2.6 The Contractor following mobilization of crew and equipment shall be required to provide the intended service as desired by the company as and when required basis in line with the contractual terms.

4.2.7 Deployment of operating and maintenance personnel in shifts. The GGS plant will run on 8 hours shift pattern with 3 shifts per day and one relieving shift will be in standby. Adequate back up manpower shall be maintained to manage weekly off, Holiday and leave, etc. Arrangements of suitable substitutes shall be taken care of as per the applicable labour and other applicable laws.

4.2.8 BOOT contractor shall provide all Personal Protective Equipment (PPEs) required for working in Oil Mines to their O&M crews. The BOOT Contractor shall bear the cost on PPEs for all of their employees to be deployed at the GGS.

The list of PPE shall include following minimum items:

a) SAFETY SHOE- For all contractors' employees
b) DUNGAREE (OVERALL)- For all contractors' employees
c) SAFETY HELMET - For all contractors' employees
d) RAIN SUIT - For all contractors' employees
e) GUM BOOT - As necessary
f) WINTER JACKET - For all contractors' employees
g) EYE GOGGLE- As necessary
h) FACE MASK - As necessary
i) BREATHER - As necessary
j) EAR PLUG- As necessary
k) HAND GLOVES - As necessary
l) Full body harness- As necessary

Safety appliances like Safety Boots, Safety Helmet and Full Body harness etc. have to be DGMS approved. Necessary supportive documents / approvals shall have to be submitted as proof. OIL will check the brands / qualities of the PPE items at site prior to issue of the PPE items to the BOOT Contractor's employees. BOOT contractor to take approval of brand and sample of PPE items from EPMC at least 03 months prior to start of PGTR.

In case OIL finds any PPE items to be of inferior quality, torn &/or tattered, the same shall not be allowed to be used by the deployed personnel. Persons without PPE shall not be allowed to work on any time of a day and corresponding shortage of manpower shall be considered as deviation/upset in the PLANT's DESIRED PERFORMANCE LEVEL and shall attract penalties.

4.2.9 Operating crew shall wear proper PPEs all the time during duty hours.

4.2.10 The Contractor shall have to arrange for food, lodging and transportation service for their operating personnel as well as provisioning of materials/operational consumables including Petroleum Oil & Lubricants etc. for smooth functioning of the GGS Facility.

4.2.11 To file Annual Return to DGMS, Assam State Pollution Control Board and other authorities as required under Mines Act, OMR and various Environmental and Pollution Control Acts.

4.2.12 To obtain NOC for 'Consent to operate' and Authorization to handle, manage &disposal of hazardous waste every year during the currency of contract from Assam State Pollution Control Board and pay applicable fees thereon.

4.2.13 BOOT contractor shall report to Installation Manager/ Engineer in-charge of OIL on daily basis about all events in all three shifts.

4.2.14 To conduct Toolbox talk (TBT) at the beginning of each shift and record of TBT shall be maintained properly.

4.2.15 To conduct Monthly safety meeting.

4.2.16 To conduct Fire mock drill in every 15 days.

4.2.17 Any other safety drill instructed by OIL.

4.2.18 Timely reporting of Near Miss to Installation Manager/ Engineer in-charge of OIL in prescribed format of OIL.

4.2.19 To submit Safety records to Installation Manager/ Engineer in-charge of OIL on quarterly basis. All safety records to be maintained as per statutory guidelines or as per checklist of ISA/OISD/DGMS.

4.2.20 To ensure health & safety of all working personnel and safety of the entire plant. BOOT contractor shall take proactive action to avoid any unsafe occurrence inside the GGS plant. BOOT contractor shall liable for any untoward incidence occurred inside the plant due to negligence

of the BOOT contractor and OIL will take necessary action against such occurrence as deemed fit.

4.2.21 OIL or its designated agencies may carry out periodic checks / Inspection of the equipment / Instruments / Records and witness calibration of instruments from time to time. These inspections / checks / witness may be intimated in advance or may not be intimated in advance. The BOOT Contractor shall assist OIL or its designated agencies in these inspections & shall comply with requirement of OIL or its designated Agencies.

4.2.22 To maintain scheduled maintenance register/Daily log sheet/Breakdown maintenance register/By-pass register/MOC register of all equipment.

4.2.23 To check readiness of firefighting pumps.

4.2.24 To ensure proper water level is maintained in Fire Water Tanks/Reservoirs.

4.2.25 To inspect fire extinguishers and preparation of extinguisher inspection report – Frequency of such inspection should be as per statutory norms/ standard followed within the industry.

4.2.26 To test PSVs in test bench and to maintain proper record in statutory form-Frequency of testing should be as per statutory norms/ standard followed within the industry.

4.2.27 To carryout sand/sludge cleaning of all fired and unfired pressure vessel and to maintain proper record -frequency of testing should be as per statutory norms/ standard followed within the industry.

4.2.28 To carryout hydro testing of all fired and unfired pressure vessel and to maintain proper record of such testing in statutory forms-frequency of testing should be as per statutory norms/ standard followed within the industry.

4.2.29 To maintain all relevant statutory records/forms up to date as deemed fit.

4.2.30 Daily Operation Report (DOR): BOOT Contractor to prepare DOR and shall made the report available to Engineer In-charge of OIL/ Installation Manager on the following day before 7:00 am positively. The report shall contain following minimum information- crude oil produced in 24 hrs,HP/LP gas produced in 24 hrs, formation water produced in 24 hrs, crude oil dispatched in 24 hrs, opening stock tank quantity of crude oil, closing stock tank quantity of crude oil, quantity of HP/LP gas transferred in 24 hrs, quantity of HP/LP gas flared in 24 hrs, internal consumption of fuel gas in 24 hrs, quantity of formation water treated in ETP, volume of water injected in 24 hrs.

4.2.31 Continuous monitoring of hourly production rate, monitoring of well inlet pressure of each flow lines connected to the well inlet manifold, monitoring of injection pressure etc. Any abnormal conditions notice by the Contractor shall bring immediately to the notice of Installation Manager/Engineer In-charge of OIL/ Field Supervisor deputed by OIL.

4.2.32 To maintain proper co-ordination with well/field servicing crews of OIL/other contractor's representative engaged by OIL for regular well servicing/field servicing.

4.2.33 Monitoring and recording of all operating/process parameters of process equipment and ancillary systems in log sheets, to carry out analysis of performance of various equipment and to take corrective measures (if required) accordingly, for improving operational efficiency of units.

4.2.34 To carry out well test of every producing well at least once in a month for a minimum continuous period 8-12 hrs or as per instruction of Installation Manager/ Engineer In-charge of OIL and shall record flow rate of all fluids in well test register book. One time well test of individual well shall be done mandatorily in every calendar month with prior intimation to Installation Manager/Engineer In-charge of OIL. Some wells may require to be tested more than one time in a month as per instruction of Installation Manager/ Engineer In-charge of OIL.

4.2.35 Preparation of monthly well test reports.

4.2.36 To maintain product quality record (OCS outlet condition, ETP outlet condition, STP outlet condition, WIS outlet condition) as specified in the tender.

4.2.37 Record of equipment schedule/breakdown maintenance with proper details of type of maintenance done. Contractor to develop required formats on the required activities of maintenance and/or servicing jobs along with their required frequencies as per OEM guidelines or as per requirement of OIL for all mechanical/electrical/instrumentation units/equipment etc. of the plant. Maintenance of the plant and its accessories shall be attended by BOOT contractor in compliance with the following guidelines in totality. In case of differences between these guidelines and that prescribed in the OEM maintenance schedule, the decision of Installation Manager/Engineer In-charge of OIL shall prevail.

4.2.38 As per the procedure, recommendation and time schedule framed by OEM / OES.

4.2.39 As per the plan suggested by Engineer in-Charge of OIL.

4.2.40 As required at site for breakdown maintenance

4.2.41 Based on condition monitoring data interpretation and analysis.

4.2.42 As required for compliance of any government, statutory and /or external authority's recommendation and accepted by the company.

4.2.43 For all routine maintenances / servicing jobs, schedule / preventive maintenance jobs and also for breakdown maintenances / major repairs etc., the BOOT Contractor shall have to carry out all required workshop jobs like but not limited to jobs of various machining operations, milling, drilling, boring, reaming, grinding, lapping, press-fitting, assembling-disassembling etc. at their own costs. BOOT Contractor may carry out these jobs in outside workshops also.

4.2.44 SCHEDULE/PREVENTIVE MAINTENANCE: The O&M contractor shall be required to carry out jobs as per predictive/preventive maintenance schedules (daily/monthly/quarterly/yearly or based on running hours or as per OEM recommendation of equipment) for all equipment & instruments, machines etc. During calibration and other similar nature

of job, replacement should be provided immediately. If not, penalty should be imposed on hourly basis.

4.2.45 Contractor shall depute their qualified service engineers / personnel as per terms of this contract for regular system check-ups, general healthiness of the system (H/W, S/W, Power supply, calibration checks, solving of any reported problems etc.) as part of periodic maintenance including consumables required for normal maintenance purpose. Contractor shall also carry out complete overhaul of the system, inspection of HW/SW, major repairs, replacement and reporting. The contractor shall also give any other checks required for preventive maintenance and the same shall be included. Generation and submission of diagnostic reports shall also be done by the contractor. Any other jobs as recommended by OEM or as per statutory requirements during the period of the contract shall be included into the preventive maintenance plan.

4.2.46 BREAKDOWN MAINTENANCE: The contractor shall keep his maintenance team ready to attend any breakdown maintenance round the clock 365 days in a year. In this regard, the contractor shall deploy requisite manpower to attend any on call breakdown maintenance services 24/7 basis 365 days in a year. Failure to repair within stipulated time mentioned under Penalty Clause shall attract penalty as per rate mentioned in penalty clause of this tender.

4.2.47 Annual Maintenance Contract (AMC): The BOOT Contractor shall tie up with OEMs or their Franchise for Annual Maintenance Contract for critical equipment / systems like- DCS, CODP, INJECTION PUMP, HEATING SYSTEMS, HVAC SYSTEMS, CRTICAL PROCESS EQUIPMENTS/SYSTEMS of ETP, AIR COMPRESSOR, IRF SYTEMS, GENSETS, AC UPS SYSTEM, DC UPS SYSTEM etc.

4.2.48 The bidders need to carefully incorporate in their quoted price the costs of such AMCs.

4.2.49 The AMC job shall be done at a stretch under the supervision of Service Engineer(s) of OEM or their franchise. The job shall be carried out by OEM or their franchise Service personnel in accordance with the service

instruction book, procedures & recommendations of the OEMs or their franchise, and /or schedules approved by OIL.

4.2.50 AMC for each of the equipment will have to cover i) Preventive Maintenance jobs, ii) Predictive maintenance jobs, iii) Breakdown maintenance jobs, iv) Any other supports needed by the BOOT contractor for smooth functioning of the above equipment to ensure overall safety and reliability of the system and to reduce unwanted failures of the system.

4.2.51 In case, the BOOT Contractor decides for bringing OEM or their franchisees for any job, the same needs to be endorsed by OIL. But the primary responsibility for all type of maintenance jobs shall entirely rest with the BOOT Contractor and all penalties remain applicable on the BOOT Contractor even if Contractor hires services of the OEMs. Attributing any failure of the BOOT Contractor on the OEM / franchisees or their service(s) shall not be acceptable. OIL's endorsement is only for allowing the BOOT Contractor to employ the OEMs / franchisees on their behalf.

4.2.52 Carry out periodic calibration of the equipment / Instruments as required.

4.2.53 If a part or entire mechanical system/ process packages/ process valves & piping/ electrical system/ control & instrumentation systems as well as ancillary systems of the GGS plant requires replacement due to breakdown or non-performance, BOOT contractor shall replace the system at no extra cost.

4.2.54 If a part or entire mechanical system /process package/ process valves & piping/ mechanical systems/ electrical systems/ control & instrumentation system as well as ancillary systems of the GGS plant requires alteration /modification as per recommendation of internal safety audit team /external safety audit team/any statutory audit team for smooth, safe and efficient operation of the GGS, BOOT contractor shall carry out such alteration /modification works at no extra cost. Audit compliance within the plant battery limit of BOOT contractor shall responsibility of BOOT contractor at no extra cost. Failure to carry out the required modification/alteration within given timeline shall attract penalty as per terms and conditions of the tender.

4.2.55 Tools & tackles: The BOOT Contractor shall have to be equipped with all required tools & tackles and other equipment for effectively carry out the jobs. These include but not limited to items like wrenches, tongs, hammers, chisel, dies, portable handheld equipment such as noise level indicator, vibration monitor, flammable gas detector, hand pump alignment gauge (dial indicator) with attached fixtures, digital tachometer, Infra ray temperature gauge, slide calliper, outside and inside micrometre, steel foot rule, temperature guns for measuring engine temperatures, hydraulic pullers of sufficient ratings, tripods & chain pulleys of required ratings etc., all tools necessary for attending routine and breakdown maintenance of electrics, instrumentation and control system etc. Further, minimum 3 (three) nos. of flame proof Torch Lights in good working condition shall be kept at the station for monitoring the units/equipment at night. The bidders need to carefully incorporate in their quoted price the costs of Tools & Tackles as described in this clause.

4.2.56 Record of O&M spares & consumables of all mechanical, electrical, control & instrumentation systems shall be properly maintained. Planning and consumption records of spares & consumables, equipment – wise stocking of spares, stores records and preparation of reports shall be done properly.

4.2.57 To maintain proper stock of O&M spares & consumables for smooth operation and maintenance of the GGS.

4.2.58 To operate and maintain the plant facilities and related equipment to achieve at least 95 percent system availability. The scheduled shut down time for planned maintenance is not considered for calculating the availability, however, planned shutdown schedule to be decided and approval obtained in the first month of each operational year. Shut down should be in the sense that wells can be produced without interruption.

4.2.59 To provide/supply POL items viz. HSD, engine oil, gear oil, grease, coolants, bearing lubricants etc. required for normal day to day operation and routine maintenance jobs of the GGS.

4.2.60 To provide electric power supply for the entire GGS plant.

4.2.61 Housekeeping of the entire installation in totality including Civil structures shall be the responsibility of the BOOT Contractor to keep it in the tip top environmentally safe and clean condition. The BOOT Contractor must always keep the entire plant, it's all equipment, facilities, buildings and sheds, premises, roads & drains, footpaths, walkways etc. in highest level of cleanliness and aesthetic look

4.2.62 To install adequate numbers of safety signs wherever required.

4.2.63 PERIODIC PAINTING: The BOOT contractor shall be required to carry out Painting of the entire installation at its own cost covering all the items inside the stations viz. equipment, instruments, pipes/vessels support, structures & foundations, except roofing sheets and tanks once in 03 (three) years. Painting should be done as per COLOR CODE POLICY'2022 of OIL Document No : HSE/S/CC/2022 dtd 16.02.2022. N.B: Replacement/alteration/modification of any equipment/piping (if done) needs to be painted immediately.

4.2.64 Removal/Cutting of grass/weeds/shrubs/creepers inside the entire GGS area enclosed by the boundary wall and disposal of the same at OIL's designated places at distances of around a 10.0 km from the GGS. Frequency of grass/weeds/shrubs/creepers cutting & disposal may be around 07 (SEVEN) times in every calendar year. Contractor may require to carry out the same more frequently subjected to prolonged rainy season. Hence, bidder to carefully load the cost of Removal/Cutting and disposal of grass/weeds/shrubs/creepers in their offer.

4.2.65 The BOOT Contractor needs to develop flower garden in the Plant premises at areas identified by OIL and maintain the same throughout the year.

4.2.66 The Contractor shall have to plant adequate number of seasonal flower, decorative plants in the garden areas of the GGS premises.

4.2.67 To maintain proper green belt as per industry norms.

4.2.68 To maintain bore well water requirement for WIS, Firefighting system, water required for any process facilities & for domestic purpose.

4.2.69 Dispose-off chemical waste, environmental wastes or other wastes from the Project facilities. BOOT Contractor shall ensure Safe handling including bioremediation and no open disposal and compliance to the environmental rules and regulations. Proper SOP shall be submitted to OIL and get it approved for any type of waste or cake generation. Any expenditure incurred on such disposal and proceeds accrued due to such disposal, if any shall belong to the BOOT Contractor.

4.2.70 The BOOT Contractor shall ensure that during operation no such chemicals or wastes or gases or pollutants may be released which may affect the health of the environment. The BOOT Contractor shall install any such equipment which may be required to ensure the sanctity of the environment. BOOT contractor shall also identify a place/ space for disposal of such waste.

4.2.71 To hand over 01 (one) year O&M spares at the time of contract completion.

4.3 Following are the scope matrix for the statutory approval

S No	DESCRIPTION	OIL	BOOT Contractor
1	Environmental Clearance	√	
2	DGMS Approval/intimations		√
3	CEA-Central Electricity Authority (if required)		√
4	CGWA-Central Ground Water Authority		√
5	CTE-Controlled Testing Environment		√
6	CTO-Consent to Operate		√
7	PESO-Petroleum and Explosives Safety Organization (if required)		√

5.0 PLANT CAPACITY:

The installation shall have the following facilities in general. This is indicative only and the Contractor has to provide any other facilities as per operational and statutory requirement.

- OCS Liquid handling capacity : 2000 KLPD gross liquid (water cut up to 50%) + 0.45 MMSCMD of gas (3 trains to handle 50% capacity independently)
- Effluent water treatment plant : 1000 KLPD
- Water Injection Station : 1500 KLPD
- Non-luminous, enclosed ground flare system with Flare Stack as per design and requirement to handle 0.45 MMSCMD of gas
- All auxiliaries and utilities as per operational and statutory requirement for the entire plant

6.0 PROJECT DETAILS FOR GGS

A. PROJECT DEFINITION:

Development of surface production facilities for evacuation of oil and gas from LKG #001, #002, #003, #004, #005, #006 & #007 and future wells of Lakwagaon field. Also crude has to be dehydrated to meet less than 0.2% BS&W requirement and formation water and other effluents from the plant must be treated to meet SPCB/CPCB/MOEFCC norms.

B. DELIVERABLES:

Complete OCS, ETP and WIS facility with scope of O&M by BOOT contractor for a period of 10 (Ten) years from the date of successful commissioning with provision for extension by another 5 (Five) years including all engineering documents, statutory clearances. At the end of contractual period, the plant assets will be handed over to OIL in good working condition. Contractor's tools and equipment and personnel shall be demobilized and removed from the site by BOOT contractor.

C. LAND:

Minimum 70 Bighas (93800 m2) land will be provided by OIL duly Earth filled, complete with permanent boundary wall with entry/exit gates and peripheral roads. All infrastructure required for the plant shall be completed by BOOT contractor. Indicative Plot Plan/ Plant layout is provided for reference purpose. However, the contractor may propose new layout with reduced plant area keeping the safety requirement in mind.

D. TIMELINE:

The facilities shall be commissioned as below from the date of issue of LOA to successful bidder.

i. WIS facility within 18 months.

ii. OCS with ETP within 24 months

E . TYPE OF CONSTRUCTION:

Modular concept without civil permanent buildings is to be considered. Containers for Office / PMC / Control Room shall be considered which will include; Operator Cabin, PMCC Container, Instrument / Control Cabin, office/admin building of contractor, office for OIL, Security barrack, Toilet Bunk etc.

F. SUMMARY:

I. OCS must have the following minimum process systems/ equipment:

- Well testing –Test Separator with Test tank of 160 KL
- Primary Separation with inlet Heater
- Crude oil treating and stabilization
- Dehydration facilities – EET – Heater treater/Dehydrator
- Crude oil storage tank(s) Total storage capacity shall be 2500 KL.
- Crude oil metering and COD (crude oil dispatch) Pumps to MTF (Moran Tank Farm) Trunk line.
- Modular ETP with STP (sewage treatment plant) for Formation/produced water treatment with transfer pumps for water injection/disposal with storage tanks.
- Flare system – enclosed ground non-luminous Flare system.
- Associated gas separated to be used in-house as fuel and rest to be made ready for flare/ transportation / compression (future by OIL).
- Facility for bowser loading

II. OCS will have the following minimum utilities:

- Fire Fighting System with cost effective
- Power Generation system – CPP (Gas driven gensets) with MCC is suggested
- Instrumentation and Control – Medium/basic level of automation required to meet OISD and Centralized control room
- Instrument/ Utility air compressor system
- Chemical Injection/ Dosing System
- Fuel gas conditioning system
- Operator room & Admin building
- CCTV system for surveillance & F&G System
- Ambient Air Quality Monitoring Station
- Operator office/ Admin building and Security barracks and facilities including CCTV system
- Raw water treatment/ Potable water facility
- Bowser Loading facility (4 nos)

III. OCS will have the following minimum Measurement system/ Instruments. Bidder can suggest any other cost-effective system/ instrument with highest accuracy level

Volume of Inlet fluid - through capacitance type flow meter with water cut analyzer

Volume of processed crude - Oil Metering Skid

Outlet parameter /BS&W of processed crude - 0.2 (maximum)

HP/LP gas volume - Gas Metering Skid

Test gas volume - Gas Metering Skid

Volume of FW - venturi meter

Volume of Treated water - Ultrasonic meter

Quality of treated water & Borewell water - Ref 8.c (TOR)

Gas composition - Ref 8.b (TOR)

Test separator measurement for oil/gas/water - flowmeter

Flare gas measurement - Ultrasonic meter

Fuel gas in-house utilization measurement - Ultrasonic meter

Injection water volume - Ultrasonic meter

CODP delivery volume - custody transfer meter

NB: Calibration certificate should be provided as per norms. Also, in case of any mismatch pointed out by EPMC/OIL, calibration to be conducted.

G. PLANT DESIGN DATA:

- Design Margin: +/- 20% to be followed, in terms of % on flow if any
- Design Life of plant: 25 Yrs. Minimum
- The associated gas can be used in-house for captive power, fuel for hot oil heater and Heater Treater or such equipment.
- Since the WIS facility is required ahead of other facilities, Following shall be considered:
  - ✓ The requisite quantity of water for injection shall be drawn from Deep Borewell(s) and further treated to get the requisite quality for injection. Infrastructures required for WIS like Gensets, air compressors, fresh water borewells, roads & Drains, office/accommodation, area illumination etc shall be made available. Illumination level at specific areas should be as per OISD Std. RP 149. Since the Gensets planned for this project are required to cater power for the entire GGS including WIS, Diesel engine driven injection pump sets instead of gas driven injection pumps may be considered exclusively for WIS. The power for this

can be provided from smaller gensets or any other source. Upon installation of gensets meant for GGS are installed at site, these smaller gensets can be demobilized / kept as stand by.

- The produced water shall be collected in Storage tanks and treated in an ETP for making the water suitable for water injection/disposal in wells. Water injection facility is also in the Project scope. Sewage/Sludge will be separately treated in sewage treatment plant (part of ETP).
- No. of Wells feeding the OCS: Presently 07 HP wells. Provision to be kept for 18 more HP wells (Total wells shall be 25). All the wells drilled till date are having high SBHP around 300-350 KSC. Hence it is anticipated that all upcoming wells initially will be HP wells. Later on with due course of production, (say 5-6 years down the line after completion of development drilling activities) all HP wells will gradually get converted into LP wells. So, it is advisable to consider following assumption:

1) Assumption -1: Estimated peak production of 2000 KLPD gross liquid will be achieved from HP wells by the year 2025.

2) Assumption -2: 5-6 years after completion of development drilling, all the HP wells will be converted into LP. Wells Gross liquid production will be around 1550 KLPD on the 7th year (Considering production rate will be declined at 5% per year).

3) Storage Capacity of Crude: 2500 KL. Recommended for TWO numbers of equal capacity.

4) Broad Scope Matrix during construction: Broad scope matrix is given below for quick understanding of Scope of Work. However, bidder's Scope of Work is not limited to the below scope matrix. Additionally, all other scope of works spelt in other parts of the tender documents are responsibility of the successful bidder.

Sl. No	ACTIVITY/FACILITY	OIL	EPMC	BOOT CONTRACTOR	REMARKS
1	Environmental Clearance	√			
2	All other statutory approvals			√	
	Preparation of FEED, Detailed Engineering, 30%, 60 % & 90 % 3D model			√	
	Review and approval of FEED, Detailed Engineering, 30%, 60 % & 90 % model		√		

3	Laying of oil/gas wells flow lines, water injection well lines, cross country crude oil & gas pipeline from GGS Battery Limit	√			
4	Overall plot plan			√	
5	Topography and soil investigation survey for undertaking detail engineering		√		
6	Dredging, Filling and Grading including boundary wall and gates.	√			
7	Micro Grading of earth level			√	
8	Enabling works including internal roads, drains, culverts as applicable for movement of vehicles/trailers/trucks			√	
9	Scrapper receiver facilities for the cross country pipeline from Field and associated piping	√			
10	Complete Plant Piping within GGS			√	
11	All Tankages including dykes and associated facilities			√	
12	Pipe racks and sleeper and Pump houses			√	
13	Control room with all accessories for GGS			√	
14	All Utilities required for GGS			√	
15	Administration, Security Buildings, pantry & Parking shed			√	
16	Workshop & Warehouse			√	
17	Fire Water pump house, Fire Fighting System , Fire and Gas Detection system & Substation			√	
18	Deep Bore well(s), pumps to feed Raw / Drinking water system packages, WIS			√	

19	Captive power Plant/ Power for the plant			√	
20	Supply of electric power			√	
21	Ambient Air Quality Monitoring Station			√	
22	ETP & STP			√	
23	Security Services, CCTV and Plant Communication system			√	
24	Landscaping & Area Lighting			√	
25	Field Instrumentation			√	
27	All foundation works including Piling works, if required			√	
28	Overall Project monitoring, Approval of drawing & documents		√	√	
29	Temporary site office for OIL/EPMC during construction			√	
30	Temporary fencing (GI sheet) until completion of boundary wall.			√	

Note:

i) The scope of buildings indicated above shall also include all associated facilities such as HVAC, Pressurization system, fire alarm system, LAN, Communication system etc.,

ii) The Contractor after verification of survey report may visit the site for undertaking assessment of foundation requirement including bore holes, if any, at his cost.

iii) In GGS overall plot plan, a specific area is earmarked for OIL incoming and outgoing pipeline facilities to be hooked up.

iv) The facilities which will be built by Contractor shall be maintained by Contractor including periodic painting and rectification works as per agreed philosophy mentioned elsewhere in the Bidding Document.

v) Contractor shall provide one exclusive workstation for OIL in the GGS control room under viewing option for GGS operations

vi) Various requirement of utilities such as instrument air, service water etc, and other utilities as required are indicated by OIL/EPMC and sizing of these facilities shall be by Contractor. .

vii) During mechanical completion of the Project as per the Agreement, the Contractor shall repair all internal and external approach roads and further, undertake and complete carpeting works before commissioning of the GGS facilities.

viii) It will be the prime responsibility of the Contractor to maintain green belt as per guidelines of statutory authorities

ix) All statutory compliance shall be ensured and required necessary permission shall be obtained during detail engineering of the GGS facilities including payment to statutory authorities as applicable. However, OIL, being the ultimate owner shall issue all requisite letters and shall accompany Contractor to statutory authorities wherever required.

x) All taxes and duties during construction and operations stage for the full period of the Project shall be on account of Contractor for the facilities developed by it. The Contractor shall note that above scope matrix is indicative only and hence shall refer detail scope of work enumerated discipline wise in Volume II. Should there be any discrepancy between scope matrix and discipline wise detailed scope of work, scope matrix shall precede over discipline wise detailed scope of work and the decision of OIL/EPMC shall be final and binding without any time and cost implications.

7.0 PLANT INLET CONDITIONS:

7.1 Currently, Lakwagaon Oil Field is producing from 07 (seven) nos of oil wells. Pressure & well flow rate data for LAKWAGAON field as on March'22 (The tabulated data may be subjected to change with due course of production due to natural reservoir decline rate. Hence BOOT contractor shall collect latest well data at the time of detailed engineering phase):

S.No	Well parameter	WELL NUMBER						
		LKG# 01	LKG# 03	LKG# 04	LKG# 05	LKG# 02	LKG# 06	LKG# 07
1	SBHP(kg/cm^2)	325.8	NA	309.4	324.2	314.4	325.8	NA
2	FBHP (kg/cm^2) Temperature (°C)	305 84.2	301.9 84.6°C	306.5 84.3°C	326.5 82.9°C	N/A	304.4 83.4°C	310.4 83.2°C
3	FTHP (kg/cm^2)	69	44	61	77	30	65	64
4	SITP (kg/cm^2)	90	87	88	92	50	86	-
5	Well Fluid Composition	Detailed in Table below						
6	Oil Flow Rate (KLPD)	87	36	56	84	1	73	58
7	Water Flow Rate (KLPD)	0	7	2	0	0	0	2
8	Gas Oil Ratio (GOR) or Gas Flow Rate SCM/KL	83	80	89	100	-	59	93

WELL FLUID INLET COMPOSITION AND CONDITIONS

a) GAS COMPOSITION

Gas Composition of Well Fluid (Chromatographic Analysis of gas at LKG# 001). Loc. MFK.

Component	Gas Composition by Volume (Note 6.2.a)
Methane	92.75

Component	**Gas Composition by Volume (Note 6.2.a)**
Ethane	3.90
Propane	0.62
i-Butane	0.48
n-Butane	0.16
i-Pentane	0.15
n-Pentane	0.03
Hexane +	0.23
Nitrogen	0.09
CO_2	1.59
Total	**100**
Gas gravity	0.6141
Gross Calorific Value (KCAL/SCUM)	9477.7
Net Calorific Value (KCAL/SCUM)	8552.8

Note: The given dry gas composition to be water saturated.

b) CRUDE OIL DATA

Wet Crude Quality

Properties	**Minimum**	**Maximum**
Density at 15°C	0.9046	0.9083
API gravity (Note-2)	24.1	24.8
Pour point °C	<9	<9
Wax content % mass	3.69	4.2
Asphaltene content % mass	0.15	0.48
Resin content % mass	2.34	7.41

c) WELL FLUID INLET CONDITIONS

HP Wells (Number of wells with Tag Nos.) – LKG# 001, LKG# 002, LKG# 003, LKG# 004, LKG# 005, LKG# 006, LKG#007 & 18 Future wells of Lakwagaon*:*

Well fluid Pressure (dynamic) at well inlet manifold, kg/cm^2g- 10 - 90

Well fluid temperature at well inlet manifold, °C - 27-50

LP Wells: **LP Wells are not envisaged at present**. However, well fluid data will be as follows:

Well fluid Pressure at well inlet manifold, kg/cm^{2}g - 5 (maximum)

Well fluid temperature at well inlet manifold, °C - upto 18°C during winter upto 28 °C during summer

Notes:

1. Wax appearance temperature is 37°C.
2. Crude API gravity of 21.6(minimum) – 26.2(maximum) shall be considered for design.

d) CRUDE OIL SAMPLING DATA

S.No	LOC/Well No	LKG# 001 LOC: MFK	LKG# 004 LOC: MGH
1	Oil% (v/v)	99.60	95.0
2	Water% (v/v)	NIL	5.00
3	API Gravity	24.63	23.80
4	Pour point (°C)	<9	<9
5	pH		9.0
6	Salinity, ppm		3700
7	-CO_3^{2-} , ppm		120
8	-HCO_3^-, ppm		3111
9	Dynamic Viscosity at 40° C		6.1418
10	Kinematic Viscosity at 40° C		6.888

e) CRUDE OIL DISTILLATION DATA (AS PER IP 24/84)

Refer Annexure-A attached

f) RHEOLOGY OF RAW CRUDE

Rheology of raw crude (by Fann VG meter)

Temperature, °C	30	27	24
PV (cP)	30	51	69
YV (dynes / cm2)	2	6	13
Pour point, °C	<9		

g) PRODUCED WATER ANALYSIS

Specification of produced formation water

S.No	Properties	Minimum	Maximum
1	PH	8.5	9.0
2	Salinity (ppm)	3600	5100
3	$-CO_3^{2-}$, ppm	120	660
4	$-HCO_3^-$, ppm	2684	3500

h) **EFFLUENT WATER TREATMENT PACKAGE INLET PARAMETRS**

ETP Inlet Parameters

Properties	Values
Oil in Water (ppm)	10000
pH	7-9
TSS	Upto 100 ppm
Dissolved Oxygen	Upto 7 ppm
SRB	10^3 to 10^6 CFU/ml
Any other bacterial activity like GAB, IRB, APB	Not Measured

8.0 PRODUCT SPECIFICATION (PRODUCT OUTLET CONDITIONS):

a. TREATED CRUDE OIL

Temperature of crude in Storage Tank, °C	45-55
Pressure, kg/cm^{2}g	Capable to handle pressure up to 85 kg/cm^{2}g (at crude oil dispatch pump discharge)
BS&W, vol %	0.2 (maximum)
RVP, psia	10 (Maximum)
TVP, psia	<14.7
Sands, % w/w	Nil

b. TREATED GAS

Treated Gas will be used as fuel gas in-house and rest will be made ready for flaring/transportation/ compression.

Temperature, °C	50
Pressure, kg/cm^{2}g	Upto 25 kg/cm^{2}g (pressure may vary in the range 2-25 KSC as per OIL's requirement) @ Trunk line KOD outlet (Battery limit)
Liquid carryover	100 ppm (maximum)
Particle Size	<10 microns

c. TREATED PRODUCED WATER discharge (ETP OUTLET WATER):

Formation/produced water shall be treated for making it suitable for water disposal/injection as per Assam SPCB/CPCB norms. Minimum norms are as follow:

Oil in water, ppm	10 (maximum)
pH	6.5-8.5
TSS	<100 ppm

d. STP OUTLET WATER):

As per Assam State Pollution control board/CPCB, sewage water discharge shall meet the below as minimum,

Oil in water, ppm	10 (maximum)

e. INJECTION WATER PARAMETERS:

i. Bore Well Water at Iron Removal Filtration System (IRF) Outlet

Iron Content	0.05-2.0 ppm
Dissolved Oxygen (DO)	0.1-0.3 ppm
pH	6.5-8.5
Residual Chlorine	5-12 ppm

f. WATER AT INJECTION PUMP DISCHARGE:

Oil in water, ppm	10 (maximum)
pH	7.5-8.5
TSS	<100 ppm
Dissolved Oxygen (DO)	0.1-0.3 ppm

9.0 PERSONNEL:

The Contractor shall provide competent personnel with requisite experiences & qualifications mentioned under below sub-clauses 9.1 & 9.2 on round the clock basis. OIL/EPMC reserves the right to decide for engagement of these personnel on the basis of verification of relevant documents prior to engagement.

9.1 Minimum Key Personnel to be deployed during construction

9.1.1 Contractor should deploy following minimum Key manpower during construction of the plant i.e; till completion of final stage of mobilization.

S No	CATEGORY	MINIMUM QUALIFICATION	MINIMUM EXPERIENCE AND RESPONSIBILITIES
1	Project Manager	Full Time BE/BTECH	Engineering Graduate with minimum 15 years' experience in the field of construction. He must be a team member of at

			least two numbers of completed projects in E&P oil & gas projects/refinery sector projects/petrochemical sector project. Out of the two past projects, he must be in the position of Project Manager of at least one project. Main responsibilities of Project Manager is to carryout overall project planning, project execution and overall Project Management. He shall have the ability and authority required for performance of the job. He shall liaise with OIL/EPMC Project Managers for the proper co-ordination and timely completion of the job on any matters pertaining to the job. As far as possible, the Project Manager assigned for the Project at the start shall execute the Project till completion
2	Planning Engineer	BE/BTECH or DIPLOMA	Engineering Graduate having at least 5 years field experience in Project Planning or Diploma in Engineering having at least 8 years field experience in Project Planning.
3	Procurement Manager	BE/BTECH or DIPLOMA	8 years

4	Lead Discipline Engineers/Detailed Engineering Team (Civil, Mechanical, Electrical, Instrumentations, Piping etc)	BE/BTECH	The Project Team must comprise of professionally qualified members each having minimum 10 (ten) years' experience in the respective domain/professional field like Process Engineering, Mechanical Engineering, Piping Engineering, Construction/Civil Engineering, Electrical Engineering, Instrumentation Engineering, Petroleum Engineering, Corrosion Engineering , Chemical Engineering, etc.
5	QA-QC (Civil) & QA-QC Mechanical)	BE/BTECH or DIPLOMA	Both Civil & Mechanical discipline QA-QC personnel shall be Engineering Graduate with minimum 3 years' experience on QA/QC job or Diploma in engineering with minimum 5 years' experience on QA/QC job.
6	Resident Construction Manager (RCM)	BE/BTECH or DIPLOMA	RCM shall be Engineering Graduate with minimum 10 years' experience or Diploma in Engineering with minimum 15 years in the field of construction. He must be a team member of at least one number of completed projects in E&P oil & gas projects/refinery sector projects/petrochemical sector project. He shall be the overall site in-charge if the construction site. Main responsibilities of Resident Construction Manager is to lead the Construction Team at site; co-ordination and supervision of all kind of activities related to the construction of complete system and commissioning. He

			shall have the ability and authority required for performance of the Contractor's job. He shall liaise with OIL/EPMC Project Managers for the proper co-ordination and timely completion of the job on any matters pertaining to the job. He shall liaise with their engineering office, various sub-Contractors, and government Govt. agencies pertaining to project. He shall ensure safe operation and execution of the work at site. Strictly ensure proper safety and quality work at site. He shall officiate from site.
7	Construction Engineers- One person for each discipline (Civil, Mechanical, Electrical, Instrumentations etc)	BE/BTECH or DIPLOMA	Engineering Graduate in respective branch (Civil, Mechanical, Electrical, Instrumentation etc) and having at least 5 years field experience or Diploma in Engineering in respective branch (Civil, Mechanical , Electrical instrumentation etc) and having at least 8 years field experience. All team members must be a team member of at least one numbers of completed projects in E&P oil & gas projects/refinery sector projects/petrochemical sector project. • N.B:- Electrical Engineer should have valid Electrical Supervisor's Certificate of Competency [minimum parts I, II, III, IV & VI and preferably Part VIII-Mining Installations] issued by State Licensing Board, Assam or equivalent authority.

8	Safety Officers / HSE	BE/BTECH/B.SC or DIPLOMA	Engineering or Science Graduate with minimum 3 years experience in HSE job/Diploma in Engineering having experience of minimum 5 years working as Safety Officer in engineering construction job.

9.1.2 The Project Manager shall head design, procurement & construction team of Contractor's till completion of PGTR and shall carry out all the jobs in consultation with OIL/ EPMC representative. He shall report to the office of the OIL/EPMC representative as and when called for receiving instruction/resolving any issue on contractual obligation. He must be available at call at all time

9.2 Minimum Key Personnel to be deployed <u>During Operation & Maintenance:</u>

9.2.1 The total manpower required for complete operation and maintenance of the stations shall be provided by the BOOT Contractor. The BOOT Contractor shall have to provide adequate skilled and experienced staff capable for operation and maintenance of the station. This shall include experienced staff under a Plant Manager. Qualification and experience criteria required for each Position / Post are as per details provided in this clause. During the period of the contract, the BOOT contractor shall have to take the ownership of the manpower deployed at the GGS. Company (OIL) shall have no responsibility or liability in this regard.

9.2.2 The employees engaged by the Contractor shall be under the payroll of their company and copy of their appointment letters are to be submitted to OIL.

9.2.3 Except for AMC service through OEMs for selected facilities / equipment as detailed in the tender, Housekeeping, Gardening and Sanitation services, deployment of manpower through third party or subcontracting will not be allowed for O&M jobs of the GGS.

9.2.4 All personnel to be deployed in different streams of work must have sound health, requisite qualifications, adequate experience in their respective fields. The BOOT Contractor must warrant that all their employees shall perform the work correctly and efficiently and must ensure that such personnel observe all applicable statutory norms and safety requirement of OIL. All the personnel selected by the

BOOT Contractor must meet/fulfil the requisite qualifications and experiences specified in this clause.

9.2.5 BOOT Contractor shall submit all documents, Bio-data , Qualification certificates, Past Experience-details, Credential/Competence Level Eligibility Certificates (wherever necessary) , Police Verifications etc. and other relevant data of any prospective candidates to be deployed in the installation. Such personnel must not have any pending case against them in court of law / any pending police case or FIR against them. The employees can work at the GCS only after approval of OIL for such employees. However, for approval of personnel selected by the BOOT Contractor, OIL may conduct interview to assess suitability.

9.2.6 Even after initial deployment, if at a later stage OIL finds any personnel of the BOOT Contractor to be unsuitable / undesirable to OIL and communicates to the BOOT Contractor in writing, the BOOT Contractor shall remove such personnel immediately from working at the GGS. In this case, the BOOT Contractor entirely on their expense shall promptly replace such personnel with alternative personnel acceptable to OIL.

9.2.7 If BOOT Contractor wants to change any of their personnel deployed at any time, replacement for such employee(s) will be required in advance and prior approval from OIL for such replacement will be required. New recruitment shall take over the responsibility after adequate training and familiarization prior to release of concerned persons.

9.2.8 BOOT Contractor shall be solely responsible throughout the period of the Contract for ensuring that all the BOOT Contractor's employees have requisite statutory trainings like but not limited to Fire Fighting Training as per OMR /OISD-116, MVT, First Aid, Gas Testing etc.

9.2.9 The BOOT Contractor must maintain its training-matrix records of its all employees and keep it updated at all times.

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

9.2.11 The Chief Plant Manager by the BOOT Contractor shall be fluent in English and local Language (both writing and speaking).

9.2.12 BOOT Contractor shall engage Manpower required for the Operations and maintenance and determine their numbers (minimum number must be as stated under this clause) in all concerned categories of employees. Selection, hours of labour, weekly off, rest, leave and compensation shall be as per the provisions of Mines act and other applicable laws, by-laws, regulations, Acts etc. BOOT Contractor can and shall obtain when appropriate occasional or part time service of experts, seconded employees for operational requirement or for having some operational advantage in BOOT Contractor's performance. But OIL's approval for such employee's deployment needs to be taken beforehand.

9.2.13 The Contractor may replace their personnel during their due off/leave provided equivalent category of personnel is deployed and subject to approval from OIL/ EPMC on their credentials.

9.2.14 The Contractor shall ensure that all the personnel shall have a full medical examination in accordance with accepted medical standard prior to engagement. In Case of any medical emergency/treatment of contractor's personnel's, the contractor shall be responsible for their treatment i.e. all such treatment cost has to be borne by the contractor. However, OIL Hospital facility may be availed on chargeable basis.

9.2.15 Company reserves the right to disqualify a person in case of indiscipline, unfit due to medical reason, incompetence etc. to Work under the Contract.

9.2.16 Contractor may deploy additional personnel, if required, by taking prior approval from the Company. Such additional personnel shall be provided by the Contractor at their own cost.

9.2.17 A general guideline about deployment of **minimum number of employees** under different category / shifts is given below. This is an indicative list only. The contractor has to deploy sufficient manpower for relieving of shift/substitute and leave reserves for meeting the provisions of applicable Labour laws. The minimum manpower requirement as indicated shall in no way dilute the responsibility of the contractor / bidder to make his own assessment of manpower requirement in the light of the scope of work provided and the qualification, experience and calibre of his personnel and augment the manpower, if needed or whenever required, to meet normal operational and maintenance requirements as well as exigencies

OPERATION TEAM	No of personnel	Duty pattern

Plant Manager /Overall in charge	1	8 hrs General Shift duty
Control room DCS operator (6 +2 reliever)	8	8 hrs shift duty. Per shift 2 persons and including 2 persons as reliever.
Field Operator Process (6+2)	8	8 hrs shift duty. Per shift 2 persons and including 2 persons as reliever.
Field Operator Offsites (3+1)	4	8 hrs shift duty. Per shift 1 persons and including 1 person as reliever.
MAINT TEAM - MECH+ELECTRICAL+INSTN		
Maintenance Manager Mechanical	1	General Shift duty
EDG Operator /Electrical technician	1	General Shift duty
Field Maintenance /operator Mechanical	1	General Shift duty
Field Maintenance /Operator Electrical	1	General Shift duty
E&I supervisor	1	General Shift duty
Mechanic Fitter	3	General Shift duty
Welder, gas cutter	1	General Shift duty
Skilled helper	3	General Shift duty
E & I Technician	1	General Shift duty
SUPPORT STAFF		
House keeping helper /sweeping etc	2	General Shift duty
Gardener	2	General Shift duty
Fire & Safety Officer	1	General Shift duty

9.2.18 Normal duration of General shift as well as shift duty duration will be same as OIL's timings. However, if OIL decides that presence of all or anyone of them is necessary for safe, uninterrupted, and full-capacity performances of all O&M jobs of the plant at any time beyond general shift on any days, person(s) must attend duty at site. Here decision of the necessity of the person's presence is solely OIL's and BOOT Contractor has to abide by that decision.

9.2.19 The minimum number of persons as specified above shall not decrease on any reason. Shift to shift change over needs to be maintained and any person working on preceding shift cannot leave the plant unless his corresponding reliever of the next shift relieves him of his duty. For breakdown maintenance the maintenance crew is to be deployed for extended hours to complete the job and / or

additional qualified and experienced manpower will have to be provided to complete the job at the earliest without additional cost to OIL. However, in all cases, BOOT Contractor needs to plan their work personnel in such a way that no employee works more than 1 shift at any point of time except under emergency situations and operational exigencies and with prior approval from the Installation Manager.

9.2.20 BOOT Contractor will intimate the Installation Manager, in writing, if any deviation particularly in the numbers of respective category of employees takes place in any shift on a day on the next working day. BOOT Contractor would highlight on their daily attendance given to the IM, if any employee had to work more than 1 shift consecutively. All applicable benefits like OT, rest/off Day(s) etc. need to be granted to such employees.

9.2.21 The BOOT Contractor, before starting the work shall obtain a license from concerned authorities under the Contract Labour (Abolition and Regulation) Act 1970, and furnish a copy of the same to the Company. BOOT Contractor shall also be responsible for its validity and renewal and for complying with provisions of all applicable Act, Rules and Regulation in force at the locations of the site.

9.2.22 The BOOT Contractor shall be solely responsible throughout the period of the Contract for providing all requirements of their personnel, including but not limited to their insurance, housing, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities, termination payment and taxes etc. as per best industry practice and in accordance with applicable statutory requirements. There must not be any violation of applicable acts/laws/regulations like payment of wages act, payment of bonus act, contract labour act pension scheme, employees provident fund, minimum wages act etc. etc. or any act/rules/regulations framed thereafter of these acts/rules/regulations etc. All these benefits are at no charge to OIL.

9.2.23 For all employees of the BOOT Contractor in any shifts, meal time shall be of half an hour included within 8(eight) hours of shifts. Normally, extended hours of shift duty pattern will not be allowed considering safety hazards in the plant. However, under special circumstances or emergency requirement, OIL may allow extension of shift duty hours for temporary period without violation of statutory requirements. Other than general shift employees, all other employees shall avail this half-hour break in staggered manner. In no case, the BOOT Contractor can claim shortage of manpower at any time of a day by more than 1 person on account of lunch / Tiffin break etc.

9.2.24 Daily attendance of general shift employees of the Contractor (including shift duty rosters) will have to be countersigned by OIL's representative/ Installation Manager. Also, all shift duty roasters will have to be countersigned by the OIL's representative/ Installation Manager.

9.2.25 The bidders need to carefully incorporate in their quoted price the costs of manpower as described in this clause which will be a part of their monthly O&M bill amount.

9.2.26 Shift personnel shall perform their duties in 3 shift pattern (8 hours duration each). For 8 hrs shift pattern, morning shift will be from 5AM to 1PM, evening shift will be from 1PM to 9PM and night shift will be from 9PM to 5AM. General shift duty personnel shall work for 8 hours a day (working hours being 7 AM to 11 AM and 11.30 PM to 3.30 PM with a lunch break of 0.5 hour in between). During ongoing maintenance activities if any, the maintenance personnel will not leave site till completion of the job or till obtaining necessary approval from OIL's Installation Manager. In case of emergencies, services will have to be provided on Sundays, Holidays and beyond normal working hours.

9.2.27 The Contractor shall be responsible to provide effective and efficient manpower services in all shifts and assure that there is no disruption in the services for want of any manpower Failure to engage minimum manpower as specified above will attract penalty as per penalty clauses of the contract.

9.2.28 **Qualification and Experience requirement of O&M Key Personnel**

Qualification and Experience requirement in general of the Key Personnel is stated below. However, OIL reserve the right to review/relax/upgrade the qualification and experience criteria of the prospective candidates at the time of deployment by the O&M contractor at its discretion.

Sr No	Details of Positions / Posts	Qualification and Experience requirement
1	Plant Manager	• Full time Degree in Mechanical /Chemical/Petroleum/ Instrumentation / Electrical Engineering from Govt. recognized institute. • Minimum 10 (Ten) years of experience in upstream E&P Companies. • Experience related to O & M of upstream oil & gas installations like-Group Gathering Station or Oil Collecting Station or Natural Gas Processing Station or Gas Compressor Packages or Gas Compressor Stations shall be an added advantage.

Sr No	Details of Positions / Posts	Qualification and Experience requirement
		• Familiar with instrumentation & control system involved in oil and gas process. • Knowledge of computer operation.
2	Control Room DCS Operator	• Full time Degree in Mechanical /Chemical/Petroleum/ Instrumentation / Electrical Engineering from Govt. recognized institute with minimum 03 (three) years of experience in upstream E&P Companies. Or, Diploma in Mechanical /Chemical/ Instrumentation / Electrical Engineering from Govt. recognized institute with 05 (five) years of experience in upstream E&P Companies. • Experience related to O & M of upstream oil & gas installations like-Group Gathering Station or Oil Collecting Station or Natural Gas Processing Station or Gas Compressor Packages or Gas Compressor Stations or crude oil processing trains or natural gas processing trains shall be an added advantage • Knowledge on SCADA/PLC/DCS SYSTEM is mandatory. • Familiar with instrumentation & control system involved in oil and gas process. • Knowledge of computer operation.
3	Field Operator Process	• Full time Degree in Mechanical /Chemical/Petroleum/ Instrumentation / Electrical Engineering from Govt. recognized institute with minimum 03 (three) years of experience in upstream E&P Companies. Or, Diploma in Mechanical /Chemical/ Instrumentation / Electrical Engineering from Govt. recognized institute with 05 (five) years of experience in upstream E&P Companies. • Experience related to O & M of upstream oil & gas installations like-Group Gathering Station or Oil Collecting Station or Natural Gas Processing Station or Gas Compressor Packages or Gas Compressor Stations or crude oil processing trains or natural gas processing trains shall be an added advantage. • Familiar with instrumentation system involved in oil and gas process. • Knowledge of computer operation.

Sr No	Details of Positions / Posts	Qualification and Experience requirement
4	Field Operator Offsites	• Diploma in Mechanical or Electrical or Instrumentation discipline from Govt. recognized institute with minimum of 3 years' working experience with minimum 03 (three) years of experience in upstream E&P Companies. Or, ITI certificate holder in Instrumentation/ Electronics / Fitter/Diesel Mechanic etc. from Govt. recognized institutes with minimum of 5 (five) years' working experience with minimum 03 (three) years of experience in upstream E&P Companies. • Experience related to O & M of upstream oil & gas installations like-Group Gathering Station or Oil Collecting Station or Natural Gas Processing Station or Gas Compressor Packages or Gas Compressor Stations or crude oil processing trains or natural gas processing trains shall be an added advantage.
5	Maintenance Manager Mechanical	• Degree in Mechanical Engineering from a Govt. recognized institute with 4 (four) years of experience related to related to O & M of upstream oil & gas installations like-Group Gathering Station or Oil Collecting Station or Natural Gas Processing Station or Gas Compressor Packages or Gas Compressor Stations or crude oil processing trains or natural gas processing trains or maintenance of natural gas Compressor Packages or gas / diesel engines for natural gas compressor packages or working in the premises of natural gas compressor manufacturer /packager. Or Diploma in Mechanical Engineering from a Govt. recognized institute with 6 (six) years of experience in above mentioned areas.
6	EDG Operator/ Electrical Technician	• Diploma in Electrical engineering from an institute recognized by Govt. Of India/ State govt./AICTE and having at least 3 (three) years' working experience in electrical discipline in petroleum/process/chemical industry. or ITI certificate holder in electrical discipline having minimum 5 (five) years' experience in the operation and maintenance of electrical equipment, preferably in electrical discipline in petroleum / process / chemical industry. • Must possess valid Electrical Workman's Permit [minimum parts: 1 (Wiring), 2 (Motor-generator) issued by State Licensing Board or equivalent authority.
7	Field Maintenance /operator Mechanical	• Diploma in Mechanical Engineering from Govt. recognized institutes with 3 (three) years of experience related to maintenance of natural gas

Sr No	Details of Positions / Posts	Qualification and Experience requirement
		Compressor Packages or gas / diesel engines for gas compressor packages or working in the premises of natural gas compressor manufacturer /packager. or • ITI certificate holder in Fitter, DM (Diesel Mechanics) or other relevant trade with a minimum of 5 years' experience in the above-mentioned areas
8	Field Maintenance /operator Electrical	• Diploma in Electrical engineering from an institute recognized by Govt. Of India/ State govt./AICTE and having at least 3 (three) years' working experience in electrical discipline in petroleum/process/chemical industry. or ITI certificate holder in electrical discipline having minimum 5 (five) years' experience in the operation and maintenance of electrical equipment, preferably in electrical discipline in petroleum / process / chemical industry. • Must possess valid Electrical Workman's Permit [minimum parts: 1 (Wiring), 2 (Motor-generator) issued by State Licensing Board or equivalent authority.
9	E&I Supervisor	• Diploma in Electrical engineering from institute recognized by Govt. Of India/ State govt./AICTE and having at least 5 (five) years' working experience in electrical discipline in petroleum/process/chemical industry. • Possess valid Electrical Supervisor's Certificate of Competency [minimum parts I, II, III, IV & VI and preferably Part VIII-Mining Installations] issued by State Licensing Board, Assam or equivalent authority.
10	Mechanic/Fitter	ITI certificate holder in Fitter, DM (Diesel Mechanics) or other relevant trade with a minimum of 2 years' experinec in petroleum / process / chemical industry.
11	Welder, gas cutter	Minimum 8th standard pass with 3 years' experience as welder.
12	Skilled helpers	10th standard pass with at least 03 (three) years working experience in mechanical workshops.
13	E&I Technician	• Diploma in Electrical engineering from an institute recognized by Govt. Of India/ State govt./AICTE and having at least 3 (three) years' working experience in electrical discipline in petroleum/process/chemical industry. or ITI certificate holder in electrical discipline having minimum 5 (five) years' experience in the operation and maintenance of electrical equipment, preferably

Sr No	Details of Positions / Posts	Qualification and Experience requirement
		in electrical discipline in petroleum / process / chemical industry. Must possess valid Electrical Workman's Permit [minimum parts: 1 (Wiring), 2 (Motor-generator) issued by State Licensing Board or equivalent authority.
14	Fire & Safety Officer	• Graduate in Science or Diploma in Engineering with minimum 03 years' experience as safety officer in petroleum / process / chemical industry. • Must have sound knowledge on OMR, OISD etc.

9.2.29 If the Contractor is unable to provide the personnel initially identified in their offer and seek for deployment of alternate personnel having requisite qualification and experience set forth in the Contract, the Contractor may do so by taking prior approval from OIL.

9.2.30 The Contractor may replace their personnel during their due off/leave provided equivalent category of personnel is deployed and subject to approval from OIL/ EPMC on their credentials.

9.2.31 The Contractor shall ensure that all the personnel shall have a full medical examination in accordance with accepted medical standard as per Mines Regulations prior to engagement. In Case of any medical emergency/treatment of contractor's personnel's, the contractor shall be responsible for their treatment i.e. all such treatment cost has to be borne by the contractor. However, OIL Hospital facility may be availed on chargeable basis.

9.2.32 Company reserves the right to disqualify a person in case of indiscipline, unfit due to medical reason, incompetence etc. to Work under the Contract.

9.2.33 Contractor may deploy additional personnel, if required, by taking prior approval from the Company. Such additional personnel shall be provided by the Contractor at their own cost.

10.0 VINTAGE OF EQUIPMENT/ MATERIALS:

All equipment offered for this tender **shall be new**. Bidder has to provide self-declaration confirming compliance to the same.

11.0 SAFETY, HEALTH AND ENVIRONMENT:

Contractor shall comply with applicable environmental laws, statutory regulations as applicable to Oil Mines in India.

The Contractor is required to provide all its personnel with Personal Protective Equipment as per international practice, which may include, as appropriate, but without limitation the following:

- Safety Helmet
- 100% cotton or fireproof overalls
- Safety Footwear
- Safety Goggles
- Other PPE, including gloves. Safety goggles/visor, hearing protection, safety belts etc.

12.0 GENERAL NOTES

a. The Scope of Work under operation and maintenance of the equipment includes all that are required for safe, trouble-free and uninterrupted operation as per appropriate industry practices. The Contractor shall undertake operation and maintenance (O&M) of the equipment forthwith after supply and shall be responsible for arranging all resources including competent manpower as per requirements, its bye-laws & other legislations in force; employee insurance & benefits and all resources/facilities for continuous twenty four hour operations on shift basis; public liability insurance, routine & scheduled maintenance including running repairs and provisioning of relevant spares and consumables in relation thereto.

b. The Contractor shall maintain and preserve all records and documents relating to the performance of the Work mentioned in scope of work and anything else that may reasonably be required to preserve for a period of 3 (three) years from completion of this Contract.

13.0 SPECIAL NOTES

a. Supply of Tool/Equipment/Manpower/Consumables required for ensuring trouble free efficient operation for the assigned services is the sole responsibility of the Contractor. The Contractor shall make themselves available for a joint discussion with OIL to formulate pre job planning after the award of Contract and prior to mobilization without any extra charge to OIL.

b. As already indicated in Para 3.0 of Terms of Reference and Technical Specifications, the second phase (Phase – B) of the Project will comprise of a Gas Compressor Station (GCS), which is not a part of the current project and will be developed as a separate project in future. The GCS will be used for compression of available LP and HP gas for elimination of flare, market supply as well as artificial lift purpose.

In view of above, the scope of the proposed GGS will have provision for interconnectivity with the future GCS. The following are to be considered in the GGS for the future GCS:

i) Space requirement for minimum 6 nos. of gas compressors (engine driven)- Space is already allocated in the proposed/indicative plot plan.

ii) BOOT contractor shall provide provision for gas line connectivity from the GGS to future GCS by providing flange connection with valves and blinds - Already mentioned in the scope of works.

iii) BOOT contractor shall make provision in the Control System of the GGS for connectivity and for extension in the control system to accommodate GCS input/control data. BOOT contractor/bidder shall also consider physical space for GCS control panel in the main control room of GGS.

14.0 REFERENCE STANDARDS:

Latest editions of the codes enlisted below shall be followed in addition to the Codes & Standards mentioned in specifications mentioned of the bid:

American Gas Association (AGA)

- AGA Report No. 3 Orifice Metering of Natural Gas
- AGA Report No. 8 Compressibility and Super-compressibility for Natural Gas and other Hydrocarbons.
- AGA Report No. 9 Measurement of Gas by Multi-path Ultrasonic Meters

American National Standards Institute (ANSI)

- ANSI B 2.1 Pipe Threads
- ANSI B 16.5 Steel Pipe Flanges, Flanged Valves and Fittings
- B 16.10 Face to Face and End to End Dimensions of Ferrous Valves
- B 16.34 Hydrostatic body and leak testing of isolation valves
- B 16.37 Hydrostatic Testing of Control Valves
- B 16.104 Control Valve Leakages
- FCI 70.2 Leak Testing of Control Valves
- ANSI C 96.1 Temperature Measurement Thermocouples
- ANSI B 1.20.1 Pipe Threads, General Purpose
- MC 96.1 Temperature Measurement Thermocouples

American Petroleum Institute (API)

- API 6D Specification for pipeline valves
- API 6FA Fire Test for Valves
- API RP 14C RP for Analysis, Design, Installation and Testing of Basic Surface Systems on Offshore Production Platforms

- API RP 14F RP for Design and Installation of Electrical Systems for Offshore Production Platforms
- API RP 14G RP for Fire Prevention and Control on Open Type Offshore Production Platforms
- API RP 500 Classification of Locations for Electrical Installations at Petroleum Facilities Classified as Class 1, Division 1 and Division 2
- API RP 520 Sizing, Selection and Installation of Pressure Relieving Devices in Refineries, Part I and Part II
- API RP 521 Guide for Pressure Relief and Depressing Systems
- API RP 526 Flanged Steel Safety Relief Valves
- API RP 527 Commercial Seat Tightness of Safety Relief valves with Metal to Metal Seats
- API RP 550 Manual on Installation of Refinery Instruments and Control Systems
- API RP 551 Process Measurement Instrumentation
- API RP 552 Transmission Systems
- API RP 554 Process Instruments and Control
- API RP 555 Process Analyzers
- API 598 Valve Inspection and Testing API 1101 Measurement of Petroleum Liquid Hydrocarbons by Positive Displacement Meter.
- API Standard 2000 Venting Atmospheric and Low Pressure Storage Tanks: Non-refrigerated and Refrigerated.
- API RP 2001 Fire Protection in Refineries
- API 2534 Measurement of Liquid Hydrocarbons by Turbine Meter Systems
- API Manual of Petroleum Measurement Standards
- Measurement of Crude Oil by Coriolis Meter

American society of Mechanical Engineers (ASME)

- ASME PTC 19.3 Performance Test Code Temperature Measurement

American Society for Testing and Materials (ASTM)

- ASTM A269 Stainless Steel Tube
- ASTM A276.316L Stainless Steel Fittings
- ASTM 370 Standard Test methods and definitions for Mechanical Testing of steel products
- ASTM 450 General Requirements for Carbon, Ferritic Alloy, and Austenitic Alloy Steel Tubes

British Standards

- BS 1904 Specification for industrial platinum resistance thermometer sensors
- BS 4937 International Thermocouple Reference Tables
- BS 5501 Electrical Apparatus for Potentially Explosive Atmospheres
- BS EN 60529 Specification for degrees of protection provided by enclosures (IP) codes

Indian Standards for Hydrocarbons and Mines

- CIMFR: Central Institute of Mining and Fuel Research
- DGMS: Directorate General of Mines safety
- OISD: Oil Industry Safety Directorate
- OMR: Oil Mines Regulation (Latest edition)

International Electro-technical Commission (IEC)

- IEC STD 801 Part 3 – EMI and RFI Immunity
- IEC 60079 Electrical Apparatus for Explosive Gas atmosphere
- IEC 60092-373 Shipboard flexible coaxial cables
- IEC 60092-359 Specification for insulation and sheath of electric cables
- IEC 60227 Polyvinyl chloride insulated cables of rated voltages up to and including 440/750 V
- IEC 60331 Fire resisting characteristics of electric cables
- IEC 60332-1 Tests on electric cables under fire conditions Part I: Tests on single vertical insulated wire or cable
- IEC 60332-3 Tests on electric cables under fire conditions Part II: Tests on single small vertical insulated copper wire or cable
- IEC 61508-1-7 Functional safety on electrical / electronic / programmable electronic safety-related systems
- IEC 61000-4-2 Electromagnetic Compatibility (EMC) –Part 4: Testing and Measurement Techniques –Section 2: Electrostatic Discharge Immunity Test
- IEC 61000-4-3 Electromagnetic Compatibility (EMC) – Part 4: Testing and Measurement Techniques –Section 3: Radiated, Radio-Frequency, Electromagnetic Field Immunity Test
- IEC 61131-3 1993 Programmable Controllers –Part 3: Programming languages
- IEC 61158-2 Fieldbus Standard for use in Industrial Control Systems

Institute of Electrical and Electronic Engineers (IEEE)

- IEEE STD.472 Surge Withstand Capabilities
- IEEE C37.90.1 Standard Surge Withstand Capability (SWC) Tests for Protective Relays and Relay Systems
- IEEE 730 Standard for Software Quality Assurance Plans Revision of IEEE Std 730-84 and Redesignation of IEEE 730.1-89;
- IEEE Computer Society Document
- IEEE 828 Standard for Software Configuration of Management Plans
- IEEE 1042 Guide to Software Configuration management IEEE Computer Society Document

Instrumentation Systems and Automation Society (ISA)

- ISA S-5.1 Instrumentation Symbols and Identification
- ISA S-5.2 Binary Logic Diagrams for Process operations
- ISA S-5.4 Instrument Loop Diagram
- ISA S-7.0.01 Quality Standard for Instrument Air
- ISA S-20 Specification Forms for Instruments

- ISA S-50.2 Fieldbus Standard ISA/ANSI-S 84.01 Application of Safety Instrumented Systems for the Process Industry
- ISA 912.13 Part I: Performance Requirements, Combustible Gas Detectors
- Part II: Installation, Operation and Maintenance of Combustible Gas Detectors
- ISA S 71.01 Environmental Conditions for Process Measurement and Control Systems: Temperature and Humidity
- ISA S 71.04 Environmental Conditions for Process Measurement and Control Systems: Airborne contaminants
- ISA S 75.01.01 Flow equations for sizing control valves
- ISA S 75.01.03 Face to Face Dimensions for Flanged Globe Style Control valves

International Organization for Standardization (ISO)

- ISO 5167 Measurement of Fluid Flow by means of Orifice Plates
- ISO 9000-3 Quality Management and Quality Assurance Standards-Part- 3: Guidelines for the Application of ISO 9001 to the Development, Supply and maintenance of Software First Edition
- ISO 9001 Quality Systems: Model for Quality Assurance in Design, Development, Production, Installation and Servicing Second Edition
- ISO 9004-1 Quality Management and Quality System Elements-Part 1: Guidelines
- First Edition

National Association of Corrosion Engineers (NACE)

- NACE MR 0175 Sulfide Stress Cracking resistant metallic materials for oilfield equipment

National Electrical Manufacturers Association (NEMA)

- NEMA 250 Enclosures for electrical Equipment (1000 Volts maximum)

National Electric Code (NEC)

National Fire Protection Association (NFPA)

- NFPA 70 National Electrical Code
- NFPA 1 Fire Protection Code
- NFPA 72 E Automatic Fire Detectors
- NFPA 496 Standard for Purged and Pressurized Enclosures for Electrical Equipment

Other Bodies

- Report EE170E.98 ER & E Version 1.0, Alarm Management Guidelines
- Engineering Equipment Materials Users Association (EEMUA) publication No. 191, Alarm Systems – a Guide to Design Management and Procurement

All goods and services supplied shall meet all applicable local and international regulations on health, safety and environmental issues.

15.0 SPECIFIC CODES AND STANDARDS FOR INSTRUMENTATION:

The design, manufacture, inspection, testing and installation of all equipment and system covered under this project shall conform to the latest editions of codes and standards at the time of procurement. Few of them are:

- IEC 801.4 -Electromagnetic compatibility for industrial process measurement& control equipment
- IEC 529 - Classification of degree of protection provided by Enclosures
- NEC - National Electrical code
- NFPA-496 - Purged and pressurized enclosures for electrical Equipment
- ISA-S51.1 - Process Instrumentation Terminology
- ISA-S5.2 - Binary Logic diagrams for process operations.
- ISA-S5.3 - Graphic symbols for Distributed control/Shared display instrumentation/Logic and computer system.
- ISA-S5.4 - Instrument Loop Diagrams.
- ISA-S18.1 - Annunciator Sequences and Specifications Recommended practice-Hardware testing of digital process
- ISA- P55.1 - Computers
- ISA-S71.01 - Environmental conditions for process measurement & control systems-Temperature & Humidity
- ISA-S71.04 - Environmental conditions for process measurement &
- control systems –Airborne Contaminants.
- ICS-6 - Enclosures for Industrial control and systems
- EN500014/IEC-79/API-500- Explosive Area Classification
- IEC-61508 - Safety Integrity Level
- IEC-61131/ISA S – Logic
- IEC-801.4 - Electromagnetic compatibility for industrial process measurement & control equipment
- NFPA 70 - National Electrical code
- IEC-61511 - Functional Safety-Safety Instrumented system for the Process industry sector
- ISA-S71.01 Environmental conditions for process measurement & control systems-Temperature & Humidity.
- ISA-S71.04 - Environmental conditions for process measurement &
- control systems –Airborne Contaminants.
- ICS-6 - Enclosures for Industrial control and systems
- EN500014/IEC-79/API-500- Explosive Area Classification
- IEC-61508 - Safety Integrity Level
- IEC-61131/ISA S- Logic
- IEC-801.4 - Electromagnetic compatibility for industrial process measurement & control equipment
- NFPA 70 - National Electrical code

- IEC-61511 - Functional Safety-Safety Instrumented system for the Process industry sector

END OF VOLUME-1 PART-3 SECTION – II
&&&&&&&&

Annexure–I to TOR

Health, Safety And Environment (HSE) Management

1.0. SAFETY:

4.7.1 Contractor will appoint a HSE coordinator/ Safety officer for the project.

4.7.2 All necessary statutory approvals to be taken for the equipments and instruments.

4.7.3 All appliances, equipment and machinery that may be used in hazardous area will be of such type, standard and make as approved by DGMS.

4.7.4 All Contractor personnel will have to undergo Mines Vocational Training prior to deployment in the mine.

4.7.5 Contractor to adhere to OIL's HSE Management System.

4.7.6 Digitization of drawings, (P&I) diagrams to be done.

4.7.7 All piping including Fire water lines should be above ground and should have single point support.

4.7.8 Rain water harvesting for static water tank storage to be considered.

2.0. SAFETY NORMS DURING CONSTRUCTION:

2.1. The contractor personnel shall abide by all relevant statutory safety and environment rules, regulations, applicable codes and standards (i.e. OMR, OISD standards, BIS etc.). It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health ,Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.

2.2. Every person deployed by the contractor in the site must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and OIL PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the OIL {OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

2.3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them.

The SOP should clearly state the risk arising to men, machineries & material from the mining operation I operations to be done by the contractor and how it is to be managed.

2.4. The Contractor shall provide a copy of the Safe Operating Procedure (SOP) to the person designated by the Mine owner who shall be supervising the Contractor's work.

2.5. Keep an up to date SOP and provide copy of changes to EIC / PIC.

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

2.7. While carrying out welding and cutting jobs, the contractor shall strictly enforce the guidelines as stated in OMR – 1984.

2.8. The oxy acetylene cutting sets will have to be fitted with flash back arrestors in the regulator side as well as nozzle side. The contractor shall engage only skilled, capable and competent personnel who are fully conversant with the job. Before starting the job, the contractor shall submit the list of competent personnel with valid certificates, who will carry out the job.

2.9. During transportation of line pipes by road, it shall be tied up securely with rope/ chain on trailers, to prevent toppling over of pipes on bumpy roads. The pipes should be unloaded carefully to prevent damage at the ends/ body of the pipes & pipe threads.

2.10. Contractor or his authorized representative shall conduct Tool Box meeting everyday where tools used are to be checked and briefing of jobs to be done . The record of Tool Box meeting to be kept in writing and copy of the meeting to be sent to EPMC / OIL.

2.11. Chain pulley block and other lifting equipment used for lifting shall be tested and should be of in good condition and certified by appropriate statutory authority.

2.12. Supervising personal shall always be present at working spot during working hours.

2.13. Smoking is not permitted in the work place.

2.14. All torches, regulators, cylinders and other equipment should be of an approved design of appropriate authority and in good conditions.

2.15. The contractor shall arrange and fit spark arrestor to the exhaust of the Truck mounted reverse circulatory rotary drilling rig engine and welding machine, if required as per the instruction of representative of OIL.

2.16. Necessary sign boards/ warning signals etc should be used while working. The said sign boards/ warning signals shall have to be arranged by the contractor.

2.17. First aid box shall provided by the contractor and same has to be kept ready at work site for contractor's personnel while carrying out the job.

2.18. Under no circumstances LPG should be used for gas cutting purpose.

2.19. The contractor shall have to back fill the pit & have to clear away all the rubbish and surplus materials from the site on completion of work and shall have to leave the site clean and tidy.

2.20. The contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment they will handle and must take full responsibility for their safety.

2.21. The contractor shall ensure the quality and reliability of all the tools, equipment and instruments they use.

2.22. The contractor shall provide suitable facility such as Drinking Water, Toilets, Lighting, and Canteen etc for their working personal.

2.23. The contractor's personnel have to take every possible care to keep the environment clean and free from pollution.

2.24. The contractor's personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan ready to counter them.

2.25. While providing the services, the contractor personnel have to follow the procedures and systems taking all control measures in all the stages of works to avoid any untoward incidents/accidents.

2.26. The contractor shall have to report all sorts of near miss incidents and accidents to EPMC/OIL.

2.27. The contractor should deploy a competent person though out the job under whose constant supervision only the job will be carried out.

2.28. Any compensation arising out of the job whether related to pollution matter, Safety or Health will be paid by the contractor only.

2.29. The contractor should deploy only MVT trained person.

2.30. The contractor has to keep a register of the persons employed by him. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

2.31. The health check up of contractor personnel is to be done by the contractor in authorized Health centers as per OIL's requirement & proof of such test to be given to the OIL. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

2.32. Any compensation arising out of the accident cases to contractor employees will be borne by the contractor.

2.33. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate" how many work persons undergone PME and type of medical coverage given to the work persons. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

2.34. In case Contractor is found non-compliant of HSE laws as required OIL will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts / Rules / Regulations.

2.35. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures, OIL will have the right to direct the contractor to cease work until the non-compliance is corrected.

2.36. The contractor should prevent the frequent change of his contractual employees as far as practicable.

2.37. The contractor should frame a mutually agreed bridging document between OlL & the contractor with roles and responsibilities clearly defined.

2.38. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

2.39. For any clarification with regard to the above, the contractor should contact OIL.

2.40. In absence of a stipulated provision, sound industry practices shall guide the project execution work and operation & maintenance thereafter.

Annexure–II to TOR

BIDDER'S QUALITY ASSURANCE SYSTEM

and

INSPECTION / MONITORING METHODOLOGY

A. BIDDER'S QUALITY ASSURANCE SYSTEM

1.0 PURPOSE

This specification establishes the Quality Assurance requirements to be met by the BOOT Contractor during execution of contracted services. Compliance to the requirements of this Specification does not relieve the contractor from the responsibility of effective and efficient discharge of contracted services.

In case of any conflict between the requirements of this specification and other documents such as technical specifications, contract conditions etc., the latter shall generally take precedence. The Contractor shall notify OIL of any such conflicts for resolution.

Requirements stipulated in this specification conform to ISO 9001:2000 and 9004:2009.

2.0 SCOPE OF WORK BY CONTRACTOR

2.1. Prior to the award of contract

The following documents shall be submitted along with the bid for evaluation :

a) Quality Assurance Manual
b) Departmental Activity Control Manual
c) Quality Plans (Tentative)

Guidelines to Bidder for coverage of above documents are given in Annexure-Va. A proforma for Quality Plan is enclosed as Annexure-Vb.

2.2. After the award of contract (prior to start of job)

The Contractor shall obtain approval on his QA manual/ Department activity control manual and Quality Plans. The Contractor shall participate in the kick-off meeting with OIL as regards to the following to finalize "Quality Plan" or within two weeks of the placement of order, whichever is earlier:

a) Standard practices specified by the Contractor.
b) Finalization of Hold, Witness and Verification point.
c) Finalization of Criticality ratings
d) OIL's review / audit requirement.

2.3. During job execution

a) Implementation by the contractor of approved Quality Assurance Program. Performance of internal quality audits, preparation of audit reports and submission for OIL's review.
b) General of Q.A. records (mostly inspection and test plans) as per Quality Plan and submission for OIL's review.
c) Facilitate OIL in the quality audit at his works.
d) Certify "QA Program" documents of subcontractor and submission to OIL for review.
e) Carryout audits/inspection at subcontractor's works as per approved Q.A. program and submit the reports for OIL's review.

3.0 QUALITY ASSURANCE SYSTEM REQUIREMENTS

3.1. The contractor's/ subcontractor's Quality Assurance System shall be in accordance with any of the following standards (latest revisions):
   a) IS 10201
   b) ISO 9001:2000 and 9004:2009
   c) BS 4891, 5750
   d) ANSI/ ASQC: Q1, Q90, Q91, Q93, Q94

3.2. The Contractor shall ensure that the quality system is clearly understood and faithfully implemented at all levels in his organization.

3.3. The Contractor shall develop quality consciousness among all personnel working for the contract.

3.4. One level higher than those generally responsible to carry out the activity shall resolve the non-conformances. Such resolution shall be in full knowledge of Departmental Manager.
Non-conformances may be the result of any/ all of the following:
   a) Technical Reviews
   b) Q.A. Reviews & Surveillance
   c) Inspections
   d) Internal Audit (Contractor's)
   e) External Audit (OIL)
   f) The correctives action shall be initiated at the earliest and the report shall be submitted for
   g) OIL's review.

3.5. The Contractor shall evolve a comprehensive system of planned and documented audit to verify whether various performed activities comply with detailed procedures, specifications, guidelines, etc. and to determine the effectiveness of QUALITY SYSTEM. Scope of such internal audits shall be furnished to OIL for review. Verifiable documents shall be generated during audit and submitted periodically to OIL for review. Audits shall be carried out by independent engineers not responsible for execution of the activity to be audited. Throughout all stages of the scope of contract, the contractor's procedures, documents, activities, products & services and those of his subcontractor's shall be subjected to Quality surveillance by OIL. Such surveillance is optional and shall not relieve the contractor of his contractual obligations and liabilities.

3.6. The contractor shall submit all quality records (generated during activity execution) and audit result on well-laid formats/ proforma for OIL's review. The rights of such review are reserved by OIL. OIL may review it in full, part or selectively. However, complete correctness of the Q.A. records shall be the sole responsibility of the contractor irrespective of its review by OIL.

3.7. The contractor shall get similar Q.A. records from his subcontractor. These shall be reviewed and certified for compliance before submitting for OIL's review.

3.8. All personnel shall be assigned tasks commensurate with their qualification. Specialized operators shall be qualified and certified.

3.9. The contractor shall have a system for identifying personnel training needs in line with ISO: 9004.

4.0 GLOSSARY OF TERMS USED

4.1. Hold Point

An activity designated by OIL in the approved Quality Plan submitted by the Contractor in pre-start meeting which requires inspection/ verification and acceptance by OIL before any further processing is permitted.

The Contractor shall not process the activity/ item beyond a hold point, without written approval by OIL except where prior written permission for further processing is available.

4.2. Witness Point

An activity designated by OIL, which requires witnessing by OIL as the activity is performed after proper notification has been provided (notification modalities and period shall be finalized in kick-off meeting) the Contractor is not obliged to hold further processing if OIL is not available to witness the activity or does not provide comments before the date notified. Basis of acceptance shall be as per relevant technical specification.

4.3. Verification Point

Point where OIL plan to audit, monitor or witness in process activity. The Contractor is not obliged to provide any advance written notification of these points. Basis of acceptance shall be as per relevant technical specification.

4.4. Quality Surveillance

Monitoring or observations to verify whether or not material items or services conform to specified requirement. Surveillance activities may include audit, inspections, witness of testing, review of quality documentation, personnel qualifications etc.

4.5. QA Records

Documents which demonstrate achievement of required quality and verify effective operation of quality systems viz.:

a) Inspection reports/ test data
b) Inspection & test plans
c) Qualification reports
d) Validation reports
e) Audit reports
f) Material review reports
g) Calibration data

4.6. Quality Audit

A systematic examination of the acts and decisions by people with respect to quality in order to independently verify or evaluate and report degree of compliance to the operational requirement of the quality

programme or the specifications or contract requirements of the product or services.

Annexure-IIa

GUIDELINES TO BIDDERS FOR COVERAGE OF DOCUMENTS

1.0 QUALITY ASSURANCE MANUALS

This document is applicable to all the contracted activities performed at contractor's/ subcontractor's works/ office. The document shall cover the following:

a) Policy statement of the organization on Quality Assurance.
b) Company Organizational Structure, including Q.A. Organization Structure.
c) Personnel responsibilities (as regards Q.A)
d) Periodic Q.A. System review programme by higher management.
e) Control procedures for design, procurement, construction and commissioning.
f) Documentation control procedures.
g) Co-ordination procedure.
h) Control procedures for inspection and testing.
i) Control procedures for non-conformance resolution and corrective action.
j) Quality records (generated during activity execution).
k) System and basis of quality cost estimation.

2.0 DEPARTMENTAL ACTIVITY CONTROL MANUALS

These documents shall be applicable to activities of a particular department such as design, procurement, construction, commissioning, etc. along with overall quality assurance manual. The document must clearly cover the following:

a) Departmental policy statement (optional, can be covered for main policy statement).

b) Departmental organization (can be covered in overall organization structure).

c) Departmental personnel responsibilities.

d) Departmental activities control procedure indicating checking/ review/ approval/ issue or inspection requirements.

e) Non-conformance resolution & corrective action procedure.

f) Departmental Q.A records/ reports.

g) Departmental internal technical audit plan.

h) Procedure for change of scope and requirements identification, implementation and approval.

3.0 QUALITY PLAN

These documents, mostly in tabular formats (see attach proforma of Quality Plan-Annexure-Vc) define the specific quality practices and flow of every identifiable activity of a department. All departments concerned with the bid package must be covered. These plans must tentatively indicate:

3.1. For Design

a) Activity description
b) Preparation, checking, review and approval requirements.

c) Code of conformance (applicable standard and specification number)
d) Applicable procedure number.
e) Internal Audit scope
f) Q.A. data/ records produced

3.2. **For Procurement, Construction & Commissioning**

a) Material control procedure
b) Welding, qualification and repair procedures.
c) Manufacturing/ fabrication process control procedure.
d) Applicable non-destructive examination procedure.
e) Preservation procedure.
f) Post-weld heat treatment procedure.
g) Procedures for pre-construction activities.
h) Activity/ job construction procedure with compliance standards and specifications.
i) Applicable acceptance criteria for all activities.
j) Inspection/ test plans with witness, verification and hold points for various specified tests.
k) All pre-commissioning activities procedures and checks.
l) Packaging and dispatch control procedure.
m) Transportation procedure.
n) QA data/ records produced.
o) Material test certificates, test logs, performance records and curves.
p) Audit requirements.

4.0 INSPECTION REPORTS

Contractor or his authorized inspection agency shall issue regular summarized inspection reports as agreed, the reports shall include the following as minimum:

a) Project title/ purchase specification No./ date of report and status.
b) Item tag No./ name/ total quantity ordered and dispatched.
c) Manufacturer's name
d) Date and place of inspection, name of inspection agency and inspection engineer
e) Reference of documents with revision status
f) Details of inspection carried out
g) Results of inspection
h) Deviations, if any
i) Constraints, if any

B. INSPECTION / MONITORING METHODOLOGY

5.0 PURPOSE

This document describes the procedure/ methodology to be followed for QAP, Inspection, Expediting, Monitoring and Review of inspection related activities by BOOT contractors for all equipments/ items procured by them for OIL's **Lakwagaon GGS** to ensure compliance of Quality Standards.

6.0 SCOPE

The requirement of this procedure is applicable to all BOOT Contractors/ Vendors for supply of Packages, Equipment's and materials etc.

7.0 DEFINITIONS

7.1 Contractor, Sub-contractor, Supplier, Seller, Agents are considered synonymous to Vendor.

7.2 **"VENDOR"** means the person(s), firm, company organization from whom BOOT Contractor procures products/services as part of their obligation towards Company to the project.

7.3 "M.R." means Material Requisition, "P.S." means Purchase Specification including technical specifications and agreed variations, if any.

7.4 **BOOT Contractor:** The Person(s), firm, company, organization responsible for executing the specified work inclusive of engineering, procurement and construction on Lump Sum Turnkey contract basis.

7.5 **INSPECTION CATEGORY**
Grouping of various equipment and materials based upon criticality of service conditions.

7.6 **"TPIA"** means Third Party Inspection Agency appointed by BOOT Contractor with prior approval from OIL/EPMC.

7.7 **"Company"** means Oil India Limited. or their authorized agency i.e. consultant.

7.8 **"Consultant"** is EPMC, Kavin Engineering and Services Pvt Ltd.,

7.9 **DETAILS OF THE PROJECT**
Creation of GGS at Lakwagaon

8.0 GENERAL

8.1. All categories A, B & C items/ Equipment shall have to be procured from Company suggested vendors. In this regard, no difference is made between the equipment's purchased by the BOOT Contractor or through his contracted agencies.

EIL List of Company suggested vendors shall be followed. Any deviation to the above needs Company's prior approval.

8.2. OIL at its discretion may depute Company's QAD inspector to carry out inspection of all materials and equipment procured and inspection of site activities.

9.0 METHODOLOGY

9.1. BOOT Contractor shall develop and submit the QA/ QC procedures proposed to be adopted by him/ selected vendor to Company for review. The QA/ QC procedures shall cover all the activities to be performed by Contractor and suppliers. The procedures shall cover the following as minimum:

a) List of Equipment and type of inspection agency.
b) Quality Assurance Manual including organogram, Standard Quality Assurance plan.
c) Co-ordination procedure
d) Inspection Procedure giving details such as, but not limited to: Material Identification, Welding, Pre/ Post weld Heat Treatments, NDT, PMI, Performance Tests, Functional Tests, Hydrotests, Package String Tests, Painting, Lining etc. covering all

requirements of Designer's/ Licensor's specifications as applicable for all equipment.

e) Non-Conformity control & approval system.

f) Bio–data of Contractor's Team Leader and Inspection engineers to be deployed.

g) Equipment/ Item Final Clearance Procedure.

h) Reporting Procedures for monitoring (pre-order, post-order manufacturing status), inspection and frequency of reporting & distribution.

i) Standard formats for above initiatives.

9.2. Inspection Categorisation

9.2.1 The management of Quality System shall be the responsibility of BOOT Contractor. The Contractor shall categorize various items/ equipment's into three different categories namely A, B & C as explained below and submit to Company for approval.

9.2.2 Explanation of Category of Item/ Inspection

CATEGORY A:
Stage wise and final inspection including document review by TPI/OIL/EPMC

CATEGORY B:
Final Inspection including document review by TPI/OIL/EPMC

CATEGORY C:
Inspection by BOOT Contractor/TPI and document review by OIL/EPMC

9.2.3 For items/ packages, categorization shall be finalized during detailed engineering. The Company, at their discretion, may revise the proposed categorization plan at the time of approval.

9.2.4 Company reserves the right to witness inspection of any item at any stage which shall be indicated on QAP/ Inspection and Test Plan at the time of approval of document and same to be covered as part of Purchase Order condition issued by BOOT Contractor.

Contractor shall give minimum two weeks notice to Company to arrange participation in such inspections.

9.2.5 It shall be the responsibility of the BOOT Contractor or his appointed TPIA(Third Party Inspection Agency) to issue the "Inspection Certificate (IC)" after successful inspection. Company shall only countersign the IC wherever required.

9.3. If called upon to do so, the BOOT Contractor shall arrange meetings with his Vendors/ manufacturers to confirm Company's requirements and to ensure that these requirements are fully understood by all parties including Third Party Inspection Agency/ Agencies.

9.4. A) BOOT Contractor shall submit the following documents to Company:

Copies of Purchase Orders, approved Purchase Specifications along with approved/ commented drawings, agreed Deviations/ Variations, if any.

B) Manufacturing & Inspection Schedules:
The Contractor shall submit a two-month rolling plan covering detailed manufacturing and inspection schedules at the beginning of each month to Company.

9.5. Vendor's Inspection & Test Plan and QAPs

BOOT Contractor shall submit to Company the "Inspection and Test Plans (ITP)" along with QAPs for each item of category 'A', 'B', and 'C' with Purchase Requisitions "FOR APPROVAL" taking care of contractual and technical requirements. This must be done prior to commencement of manufacturing activities. These plans shall be first reviewed and vetted by BOOT contractor's Quality Assurance Manager and then submitted to OIL.

The ITPs & QAPs shall identify and include the following:

a) A documented sequence of inspection and test activities related to the product or service provided, specific procedures, methods and work instructions to be applied to each activity shall be defined. This shall include but not limited to material identification, WPQ, NDT procedures & personnel, heat treatment, Positive Material Identification (PMI), pressure tests, performance tests, string tests, strip tests, hydrotests, type tests, routine tests, acceptance tests, calibration tests, functional tests and pre-shipment clearing procedures etc. as the case may be.
b) Products or services to be sub-contracted, including the relevant quality program to be applied.
c) Method of verification of sub-vendors conformance to requirement.
d) Incoming, in-process and final inspection requirements.
e) Calibration of measuring and test instruments and maintenance of calibration records.
f) Identification of the product from applicable drawings, specifications or other documents during all stages of production, delivery and installation and to ensure that each product which is going in the process of fabrication/ manufacture/ construction/ erection has proper identification throughout the process including final output.
g) Inspection and Test status of the project shall be identified by using markings, authorized stamps, tags, route cards, inspection records etc. during the course of manufacture to clearly indicate acceptance/ rejection of tests/ stages of inspection performed during its manufacturing cycle. The identification of inspection and test status shall be maintained.
h) Statistical techniques, if employed, to be identified.
i) The specific allocation of responsibilities for each activity, including identification of inspection authority responsible for the release of conforming product.
j) Traceability requirements as applicable.
k) Quality records required.

BOOT Contractor should ensure that vendors follow the above for the production and supply of materials, equipment and services.

The inspection agencies shall always refer to approved ITPs & QAPs and mention it in Inspection Certificates/ Release Notes issued by them.

9.6. (A) BOOT Contractor shall ensure that all AS/ SS bulk materials (pipes, pipe fittings, valves, flanges, fasteners etc) are properly identified and finally check tested by a PMI analyzer to avoid possibility of mix–up. PMI testing shall also be done for AS/ SS Nozzles and Fittings etc. of pressure vessels.

(B) All AS/ SS shall also be paint colour coded before dispatch.

9.7. Inspection Reports:

BOOT Contractor or his authorized representative shall issue regular summarized inspection reports as agreed. The reports shall include the following as minimum:

a) Job No./ Project Title/ P.O. No./ Purchase Specification No., Date of Report and Initial/ Intermediate/ Final Status.
b) Item Tag No./ Name/ Total quantity ordered and dispatched
c) Manufacturer's Name
d) Date & Place of Inspection, name of inspection agency and Inspection Engineer.
e) Reference of Documents with revision status.
f) Details of Inspection carried out
g) Results of Inspection
h) Deviations, if any
i) Constraints, if any

9.8. Non-Conformance:

If BOOT Contractor or his authorized representative and/ or manufacturer find any deviation or non-conformity with respect to the requirement, he shall report the same to the Company. No Inspection Certificate shall be issued unless the Company specifically approves the non-conformance or deviation. The Contractor shall also indicate and justify (with complete break-up) cost benefits, if any, and the same shall have to be reimbursed to Company.

10.0 QUALITY ASSURANCE/ QUALITY CONTROL

10.1. All works/ services to be performed by the BOOT Contractor shall be of specified/ approved quality and the Contractor shall have a QUALITY ASSURANCE/ QUALITY CONTROL (QA/ QC) system during the performance of various activities.

10.2. Review/ approval of the activities by OIL shall not however, dilute the responsibility of the BOOT Contractor for maintaining quality.

11.0 IMPLEMENTATION OF QAP/ INSPECTION REQUIREMENTS

11.1. Implementation of QAP/ Inspection requirements shall be BOOT Contractor's responsibility. However, Company shall have the right to verify/ audit any approved QAP related functions in vendor shop/ Independent Test House and Contractor shall be bound to take

necessary corrective actions as desired by Company/ Company's authorized representative.

All Inspection stages, where Company desires to participate will be marked by the Company on inspection and test plans and these stages must necessarily be followed and attended to by BOOT Contractor, in addition to the other stages being attended by him. HOLD, WITNESS, VERIFICATION points etc are explained in **clause 15.0** (Glossary of Terms).

The inspection and test plans for the items/ packages shall be submitted by the BOOT Contractor/ Vendor to the Company for their approval. The inspection and test plans for such items shall be prepared by the BOOT Contractor based on respective standard specifications and the specific requirements asked for the items in the Technical Bid Package.

The BOOT Contractor shall obtain the job specific QAPs/ ITPs for all items under the contract from respective vendors, get them reviewed/ approved by OIL's QAD and submit the same for final approval of Company.

11.2. OIL's QAD shall ensure and declare compliance to approved QAP/ ITP by endorsing the approved QAP/ ITP and making it part of inspection Certificate/ Inspection Release Notes.

Materials received at site without inspection / without OIL's QAD Inspection Certificates and/ or endorsed approved QAP/ ITP and/ or found not meeting the desired quality shall be rejected at site & BOOT Contractor shall be liable to replace these materials at their own risk & cost and within their contractual period. Till such replacements are made, Company at its discretion may use such deficient/ defective materials without any payments or any other liability to the BOOT Contractor.

11.3. Following Independent Third Party Inspection Agencies are suggested to verify and certify various documents required against BEC/BRC/ TOR of the tender:

M/s. RINA India Pvt. Ltd.
M/s. Dr. Amin Controllers Pvt. Ltd.
M/s. Germanischer Llyod Industrial Services GmbH (DNV GL- Oil & Gas)
M/s. TÜV SÜD South Asia Pvt. Ltd.
M/s. IRCLASS Systems and Solutions Private Limited
M/s. Gulf Lloyds Industrial Services (India) Pvt. Ltd.
M/s. TUV India Private Limited
M/s. TÜV Rheinland (India) Pvt. Ltd.
M/s. Bureau Veritas (India) Private Limited

11.4. The Bidders have to get verified/inspected and certified the various documents/ items required against the tender by any one of the above Independent TPIA and submit the duly certified Inspection Certificate issued by the Inspection Agencies. All Charges of the Third-Party Independent TPIA towards verification/ inspection and certification of

materials/ Items thereof shall be borne by the respective bidders and payments on account of above inspection, verification and certification shall be made directly by the Bidder to the TPIA. OIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.

12.0 MONITORING

BOOT Contractor shall submit fortnightly status of the various activities highlighting areas of concern to the Company. If required and found necessary, vendors shall be monitored as per the progress on the job.

Frequency of visits to vendor shops or meetings with vendors shall be decided as per the actual requirement of the job.

Any delay in the supply from any vendor is, however, the responsibility of the BOOT Contractor. Contractual delivery dates shall be closely monitored and contractor shall ensure adherence to expediting functions & implement plans for remedial actions after obtaining concurrence of Company.

Company or its authorized representatives shall have complete access to vendor's/ manufacturer's facilities with the purpose of witnessing compliance to manufacturing/ QA/QC procedures deployed and monitoring activities w.r.t. time schedules.

13.0 MANDATORY INSPECTION BY LICENSOR

Certain critical items need to be inspected by Licensor's technical representatives at the Vendor's shop prior to shipment. BOOT Contractor must notify Company in a timely manner so that the Licensor's technical representatives can be present at the appropriate time.

14.0 EQUIPMENT CATEGORY

The preliminary list of items/ equipment's marked with indicative inspection category is given in Annexure-II b. The list shall further be discussed and agreed for the categorization during detail engineering/

15.0 COLOUR CODING

OIL's COLOUR CODE POLICY (HSE/S/C/2022 dated 16.02.2022) shall be followed.

COLOR CODE GUIDLINES OF OIL.p

Annexure-IIb

ITEM / EQUIPMENT INSPECTION CATEGORY

1.0 LIST OF "A" CATEGORY ITEMS/ EQUIPMENTS

PROCESS / MECHANICAL

1. HEAT EXCHANGERS /ELECTRIC HEATERS/ BOILERS
2. PRESSURE VESSELS
3. SAND FILTER/ PRESSURE SAND FILTERS
4. CARTRIDGE FILTER / DUAL MEDIA FILTERS (INCLUDING CONTROL PANEL) / COARSE FILTERS / FINE FILTERS
5. TILTED PLATE INTERCEPTOR
6. DISSOLVED AIR FLOATATION / INDUCED GAS FLOATATION / INDUCED AIR FLOATATION
7. AIR/ GAS COMPRESSORS
8. SITE FABRICATED TANKS (*)
9. INJECTION PUMPS (HP PUMPS)
10. PUMPS (HP PUMPS)
11. AGITATORS / MIXERS
12. GATE, GLOBE, PLUG, CHECK AND BALL VALVES
13. PIPES (OTHER THAN SEAMLESS/ WELDED) E.G. GRE/GRP/FRP ETC.

INSTRUMENTATION

1. PANELS (CONTROL PANEL)
2. PLC/ DISTRIBUTED CONTROL SYSTEM
3. VALVES (600 CLASS & ABOVE) / CONTROL VALVES (CRITICAL)
4. SAFETY VALVES (CRITICAL)

2.0 LIST OF "B" CATEGORY ITEMS/ EQUIPMENTS

PROCESS/ MECHANICAL

1. GAS/ DIESEL GENERATOR SET
2. BLOWER / FILTER BACKWASH BLOWERS
3. INSTRUMENT AIR DRYER
4. CENTRIFUGAL PUMPS (PROCESS)
5. RECIPROCATING PUMPS
6. METERING / DOSING PUMPS
7. ROTARY PUMP
8. VERTICAL / TURBINE PUMPS
9. BORE WELL PUMP
10. ELECTRIC FIREWATER PUMP / DIESEL FIREWATER PUMP.
11. JOCKEY PUMPS.
12. STORAGE TANKS / CHEMICAL STORAGE TANKS (*)
13. CHAIN PULLEY BLOCK (TRI-POD) / CHAIN PULLEY BLOCK ALONG WITH MONO RAIL
14. AIR RECEIVER
15. EOT CRANE / HOT CRANE
16. DEMISTER
17. FLARE STACK
18. OIL SKIMMER

19. FIRE FIGHTING ITEMS
20. PIG LAUNCHER & RECEIVER

ELECTRICAL

1. HV ISOLATOR & EARTHING SWITCHES
2. LIGHTNING ARRESTER
3. H.T. SWITCH BOARDS
4. OIL-COOLED TRANSFORMERS
5. DRY TYPE TRANSFORMERS
6. M. V. SWITCH BOARDS
7. L. T. MOTORS / H. T. MOTORS
8. APFC PANEL & CAPACITOR BANK
9. CABLES
10. UPS
11. FRP CABLE TRAYS
12. DC BATTERY, CHARGER & D.C.D.B.
13. PLANT COMMUNICATION SYSTEM

INSTRUMENTATION

1. CONTROL VALVE
2. SAFETY VALVES / PVRV/ FLAME ARRESTOR
3. SHUTDOWN VALVE / DELUGE VALVE
4. FIELD SWITCHES (PRESSURE, LEVEL, TEMPERATURE) SOV,
5. ROTAMETER
6. INSTRUMENT CABLES (SIGNAL /ALARM / T/C)
7. PANEL MOUNTED INSTRUMENTS(C/R), INDICATORS,
8. CONTROLLERS, RECORDERS, CARDS
9. FILTER CONTROL PANEL
10. ULTRASONIC FLOW METER/MAGNETIC FLOW METER
11. MASS FLOW METER
12. TRANSMITTERS (LT/PT/DTP/FT/I/P ETC.) ELECTRONIC,
13. PNEUMATIC)
14. TANK LEVEL INDICATOR/TRANSMITTER
15. SENIOR ORIFICE

3.0 LIST OF "C" CATEGORY ITEMS / EQUIPMENT

PROCESS / MECHANICAL

1. STORAGE TANKS / CHEMICAL STORAGE TANKS (*)
2. HOSES METALLIC FLEXIBLE SS
3. FORGED FLANGES
4. GASKETS METALLIC /SPIRAL WOUND/CAF/RUBBER
5. WEIGHING MACHINE
6. HAND TROLLEY
7. EYE SHOWER
8. R.O. PLANT
9. BOLTING MATERIAL
10. SEAMLESS/WELDED PIPES
11. PIPES FITTINGS / FLANGES
12. STRAINERS
13. EXPANSION BELLOWS
14. ERECTION HARDWARE, INSTALLATION MATERIALS, GLANDS, FITTINGS ETC.

15. INSULATION

ELECTRICAL

1. HEAT TRACING SYSTEM
2. INSULATORS
3. INSTRUMENT TRANSFORMER
4. ANNUNCIATION PANEL
5. HIGH MAST LIGHTING TOWER
6. ASB/PDB/LDB/SUB - LOB
7. FLAME PROOF LIGHT FITTINGS
8. LOCAL CONTROL STATION

INSTRUMENTATION

1. ORIFICE PLATES /INTEGRAL ORIFICE
2. REMOTE IGNITER
3. PG/TG/TE/TW/LG
4. INST. TUBING & FITTING, JUNCTION BOX AND INST. INSTALLATION HARDWARE
5. PNEUMATIC LOOP HEAT DETECTION SYSTEM
6. LINEAR HEAT DETECTION SYSTEM

NOTE :

1. INSPECTION CATEGORY FOR ALL THE TANKS IS CLASSIFIED DEPENDING UPON THEIR CAPACITIES AS GIVEN BELOW :

CAPACITY	**CATEGORY**
Upto 10 m3	C
10m3-100m3	B
>100m3	A

2. THE APPLICABLE QAP FOR ALL THE TANKS WOULD BE THAT OF SITE FABRICATED TANKS.

END OF VOLUME-1 Part-3 SECTION-II

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ऑयल इंडिया लिमिटेड
Oil India Limited

HIRING OF SERVICES FOR A GGS (GROUP GATHERING STATION) CONSISTING OF AN OCS, ETP+STP AND WIS AT LAKWAGAON IN SIVASAGAR DISTRICT, ASSAM ON BUILD OWN, OPERATE & TRANSFER (BOOT) BASIS

BOOT TENDER

SPECIAL CONDITIONS OF CONTRACT (SCC)

Tender No.: CPI2385P23

(Vol. I, Part 3, Section III)

Prepared By:

KAVIN ENGINEERING AND SERVICES PRIVATE LIMITED
COIMBATORE

KAVIN™

VOLUME-I Part-3
SECTION - III
SPECIAL CONDITIONS OF CONTRACT

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The following clauses of SCC shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

ARTICLE -1
MOBILISATION OF COMMERCIAL OPERATION

Mobilization of GGS Facility shall have to be carried out by contactor system wise upon issuance of Mobilization Notice separately for each system.

Various stages of MOBILIZATION are described as under:

a) **Initial mobilization (common for all the three systems viz; (i) WIS, (ii) OCS and (iii) ETP+STP):** Initial mobilization includes obtaining necessary labour clearance and any other statutory permission/clearances deemed to be necessary to start the following initial site construction activities, temporary site office along with all necessary ancillaries like erection of temporary opaque barrier wall like GI sheeting to secure the construction site, temporary toilets, mobilization of contractor's security personnel to ensure safety of the construction site during construction period, approval of CVs & site deployment of contractor's initial key personnel (Resident Construction Manager, Civil Engineer, Safety Officer) required for supervising construction activities. The timeline for initial mobilization is 90 days from the date of Letter of Award (LOA). No separate mobilization notice shall be issued for initial mobilization. Delay in initial mobilization shall attract penalty as per rate mentioned in Article 14 of SCC: LIQUIDATED DAMAGE & PENALTY.

b) **Final mobilization (Ready for commencement of regular operation of each of the three systems viz; (i) WIS, (ii) OCS and (iii) ETP+STP):-**

Next stage of Mobilization of GGS Facility shall have to be carried out by contactor system wise upon issuance of Mobilization Notice separately for each of the three systems-(i) Water Injection Station, (ii) Oil Collecting Station & (iii) Effluent Treatment Plant + Sewage Treatment System. Company may at its discretion may issue Single Mobilization Notice to start mobilization of all the three systems simultaneously.

Final mobilization includes detailed engineering, supply/procurement of equipment & materials, completion of construction, commissioning & successful completion of PGTR of **(i) WIS, (ii) OCS and (iii) ETP+STP.**

- **Timeline for final mobilization of WIS: - 18 months** from the date of issuance of **Letter of Award/ Mobilization Notice**. Final mobilization of WIS shall be deemed to be completed upon commissioning of WIS including PGTR, approval of CVs of O&M manpower, submission of Police verification report, submission of Initial Medical Examination/Periodic Medical Examination report of O&M manpower & mobilization of the O&M manpower required for WIS (O&M manpower for WIS should mobilized before start of pre-commissioning & commissioning activities of WIS), mobilization of security personnel, commissioning of following ancillary facilities common for all the tree systems WIS, OCS and ETP+STP -Containerized Office Building for Client (M/s OIL), containerized office facilities required for WIS O&M personnel, containerized security barrack required for accommodating entire security stuffs of the GGS, containerized security check post, toilets, pantry, bore wells, drinking water facilities and temporary area lighting for safe operation of WIS.

- **Timeline for final mobilization of OCS and ETP+WIS: 24** months from the date of issuance of **LOA/ Mobilization Notice**. Final mobilization of **OCS and ETP+WIS** shall be deemed to be completed upon commissioning including PGTR of OCS and ETP+STP, approval of CVs of O&M manpower, submission of Police verification report of O&M manpower, submission of Initial Medical Examination/Periodic Medical Examination report of O&M manpower & mobilization of the full O&M team required for the entire GGS i.e; manpower required to operate WIS, OCS & ETP+STP in totality, commissioning of firefighting system and completion/commissioning of following common ancillary facilities – entire plant road, entire drainage systems of the GGS, high mast & area lighting for the entire plant area and all balance ancillary facilities required for continuous safe operation of the entire GGS facilities (OCS, WIS and ETP+STP) and completion of all scope of work required to start continuous operation of WIS, OCS & ETP+STP.

Delay in initial as well as final mobilization shall attract penalty as per rate mentioned in Article 14 of SCC: LIQUIDATED DAMAGE & PENALTY.

Note to Mobilization: Mobilization completion certificates shall be issued for both initial and final stages of mobilization upon joint verification by OIL/EPMC and BOO Contractor upon satisfactory completion.

ARTICLE -2
DURATION OF CONTRACT

This CONTRACT shall remain valid for a period of 10 (Ten) years from the date of successful commissioning with provision for extension by another 5 (Five) years.

ARTICLE -3
SCOPE OF WORK

Refer Terms of Reference & Technical Specifications and Annexures (Volume-I Part-3, Section-II

ARTICLE -4
INSPECTION

The CONTRACTOR shall, at all times during the contract period, permit the COMPANY/EPMC and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The CONTRACTOR shall keep an authentic, accurate history and logs including safety records of each service item with major items consumed, which shall be open at all reasonable times for inspection by the COMPANY's designated representatives and its authorized employees. The CONTRACTOR shall provide the COMPANY's designated representatives with a daily written report, on form prescribed / approved by the COMPANY showing details of operations during the preceding 24 hours and any other information related to the said services requested by the COMPANY whenever so requested. The CONTRACTOR shall not, without COMPANY's written consent, allow any third party person(s) access to the said information or give out to any third party person information in connection therewith.

ARTICLE -5
PERFORMANCE SECURITY

Upon awarding of the contract, the contractor shall furnish **performance security for an amount of 3% of Annualized contract value within 02 (two) weeks of receipt of LoA with a validity of 90 (ninety) days beyond contract period. Contract period will be 12 years (=24 months final mobilization time + 10 years commercial operation) from the date of LOA**.

In case, final mobilization of the entire plant is completed before 24 months, contract duration will be revised by considering the following formula – **"Final Mobilization Time of entire GGS plant + 10 years".**

In case, final mobilization of the entire plant is completed after 24 months, contract duration will be revised by considering the following formula – "**Final Mobilization Time of entire GGS plant + 10 years"**. However, LD amount will be recovered from the contractor if the reasons of delay in mobilization is attributable to the contractor. In case, contractor fails to complete the final mobilization of the entire GGS plant due to their negligence or reasons attributable to them, company M/s OIL may terminate the contract and applicable penalty will be recovered from the contractor.

If the contract is extended, contractor shall also extend the performance security in the same manner for the annualized value calculated for 10 to 15 years or till the extended period.

Formula for calculation of 10% annualized contract value for compulsory 10 years O&M period =" **(3% of contract Value before GST)/10** "

In case O&M period extended beyond 10 years O&M period, the contractor shall furnish a separate performance security for an amount of 3% of Annualized contract value of the extended duration with a validity of 90 (ninety) days beyond extended contract period within 02 weeks of date of issue of Contract Duration Amendment Letter. After receipt of the revised Performance security, the previous performance security will be released by company (OIL).

Formula for calculation of 10% annualized contract value for the extended O&M period = **(3% of contract value for the extended period before GST)/(extended O&M period in years**)

ARTICLE -6
TERMS OF PAYMENT

To be guided by VOLUME-I Part-3 SECTION – V SCHEDULE OF PAYMENT set out in various sub clauses of SOR specific to this BOOT contract.

ARTICLE -7
SUBMISSION OF INVOICES

The payment to the contractor will be as under:

i. Separate invoices to be raised for mobilization charges after the completion and acceptance of Mobilization Milestones set out in SOR. Supporting documents required -all applicable insurance policy copies, Mobilization completion certificates issued for both initial and final stages of mobilizations upon joint verification by OIL/EPMC and BOOT Contractor upon satisfactory completion, PF Statements or Declarations (as and where applicable), ESI (if applicable), wage slips, etc of construction workers engaged for completion of mobilization scope of work. Mobilization invoices shall be submitted to EPMC for certification.

ii. All subsequent invoices to be raised on monthly basis against individual SOP Line items. The invoice shall be accompanied with Certified DPRs', Measurement sheet, PF Statements or Declarations (as and where applicable), ESI (if applicable), wage slips etc. and other documents which will be decided subsequently, post certification from respective, Engineer In-charge/Installation Manager / Surface Manager along with all supporting documents, insurance policies , PF Statements or Declarations (as and where applicable), ESI (if applicable), wage slips etc.

ARTICLE -8
AGENT COMMISSION

Bidder to be guided by GCC along with an undertaking to be provided stating as under:
[Contractor has confirmed in their offer that M/s. _____ are their authorized Indian Agents in India and are entitled to receive a remuneration of

% of total amount payable to Contractor by Operator against the Agreement]

ARTICLE -9
INSURANCE

To be guided by GCC. Contractor to note that coverage for a period of 10 (Ten) years from the date of successful commissioning with provision for extension by another 5 (Five) years i.e. duration of contract from acceptance of mobilization (for all awarded units), followed by any extension thereof deemed necessary based on service duration.

CONTRACTOR confirms that GGS facilities and operating personnel will be adequately covered under insurance along with coverage of third party liability.

The CONTRACTOR, at its sole cost and expense, shall continue to obtain and maintain all the Construction Insurance Policies and Operational Insurance Policies required to be taken in respect of the Production Plants, facilities and personnel as required by the Financers, or by the laws of India; or as may be necessary in accordance with the Best Operating Practices. The CONTRACTOR shall ensure that OIL is covered in all insurance policies with respect to third party liability insurance. Third party Insurance policy taken by CONTRACTOR shall have provision for Waiver of Subrogation in favour of OIL. Alternately OIL may be named as one of the Principals in the policy taken by CONTRACTOR. Any failure by the CONTRACTOR to obtain the insurance coverage or certificates of insurance as required, shall neither relieve the CONTRACTOR of the insurance requirements set forth herein nor relieve or limit in any way the CONTRACTOR's obligations and liabilities under any other provision of the Agreement.

The under mentioned minimum coverage or such additional coverage as may reasonably be required shall be maintained or caused to be maintained by the CONTRACTOR throughout the Agreement period:

- Workers Compensation and Employers Liability
- General Liability Insurance
- Builders All Risk Insurance
- Marine Cargo insurance (if required)
- All Risk Property/Comprehensive Machinery Insurance (Upon Completion of Construction)
- Third Party Liability Insurance

Notwithstanding any liability that may arise under the Agreement, any loss for which compensation is due to the CONTRACTOR under this Article, shall not be charged to OIL. The CONTRACTOR shall cause its insurers or agents to provide OIL with certificates of insurance for required replacement policies or renewals as evident from the endorsements of policies, at least thirty (30) Days prior to termination or expiration of any policy hereunder. In case Global insurance policy is applicable, BOOT facility at Lakwagaon should also be endorsed on the policy to ensure adequate insurance cover and a copy of the same should be provided to OIL.

Similarly OIL agrees to cover CONTRACTOR''S plant, facilities and operating personnel under insurance along with coverage of third party liability.

ARTICLE -10
ARBITRATION

In the event of any difference or dispute arising out of or in connection with the Agreement, the representatives from both the parties shall meet within 14 days of notice by either Party to the other Party, to negotiate in good faith to resolve the dispute. In case the dispute is not resolved within 30 days thereafter, the difference or dispute between the Parties shall be referred to arbitration in accordance with the UNCITRAL Rules as adopted in India by the Arbitration and Conciliation Act, 1996.

The Arbitration and Conciliation Act, 1996 shall apply to all such arbitration(s). Arbitration shall be by an arbitral tribunal comprising of Sole Arbitrator.

The venue of the arbitration shall be Duliajan. The laws of India will be the governing Law and the language of arbitration shall be English.

The existence of any dispute or arbitration shall not operate as a suspension or discharge of any rights or obligations of CONTRACTOR and OIL under the Contract.

The termination of the Agreement shall not result in the termination of any arbitration proceeding pending at the time of such termination nor otherwise affect the rights and obligations of the Parties under or with respect to such pending arbitration

ARTICLE -11
TRANSFER OF ASSETS & DE-MOBILISATION/ DIS-ENGAGEMENT

All GGS facility assets shall be transferred to OIL in good working conditions at the rate/ price mentioned in SOR and Contractor shall demobilize all operating tools and tackles and personnel. Contractor must furnish an undertaking that "the tools/equipment imported, would be re-exported at their own cost after completion of contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject". In case of non-observance of formalities of any provisions of the Customs Act or any other Act of Govt. of India, the Contractor shall be held responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Non-compliance of these provisions will be treated as breach of contract and their Performance Bank Guarantee will be forfeited.

In the event all/part of the equipment etc. are transferred by Contractor after expiry/termination of the contract to OIL, Contractor shall obtain all necessary Govt. of India clearances including permission from DGH and Customs authorities for transferring to OIL. Company will not be responsible for any non-compliance of these formalities by Contractor. Payment of Customs Duty and penalties (if any) imposed by Govt. of India or Customs authorities for transferring the items in part or in full to an area where Nil Customs Duty is not applicable or sale of the items shall be borne by the Contractor and Contractor indemnify Company from all such liabilities.

In case the Contractor imports any equipment on re-export basis, the Contractor shall ensure that provision has to be kept in the contract (with their overseas vendor) that in case COMPANY is desirous to retain the plant for future operation, the particular re-export clause will become null and void. This clause shall also be included in the documentation submitted to DGH for concessional import duty.

ARTICLE -12
ASSOCIATION OF CONTRACTOR'S PERSONNEL

i. Except as otherwise hereinafter provided the selection, replacement, and engagement; Contractor shall determine remuneration of Contractor's personnel. Such employees shall be solely of Contractor's employees. Contractor shall ensure that its personnel will be competent and efficient. However, the Contractor shall provide details of experience, qualification and other relevant data of the personnel

to be deployed for scrutiny and clearance by the company before the actual deployment. The Contractor shall not deploy its personnel unless cleared by the company.

ii. Contractor's Personnel: Contractor shall provide all manpower for necessary supervision and execution of all work under this contract to company's satisfaction except where otherwise stated. The minimum number of key personnel to be deployed shall be mutually agreed with OIL before mobilization.

iii. Contractor shall deploy on regular basis, all category of their employee required for economic and efficient plant operations.

iv. Contractor shall, prior to mobilization, furnish to Company a list of all personnel who are to perform the Services. The list shall show each person's qualifications, details of work history and previous employment with dates, training courses attended, and copies of all pertinent certifications. Personnel must be conversant in written and spoken English.

v. If the Contractor plans to change any personnel from the list, the Contractor shall notify Company in advance of the intended change and give Company the above mentioned particulars of the new person.

vi. Company reserves the right to reject any person on such list, and any subsequent changes to the list.

ARTICLE -13
ASSOCIATION OF COMPANY'S PERSONNEL

Company may depute one or more than one representative (s)/engineer (s) to act on its behalf for overall co- ordination and operational management at location. Company's representative will be vested with the authority to order any changes in the scope of work to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor and monitor progress to ensure timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the contract.

i. Company's representatives shall have free access to all the equipment of the Contractor during operations as well as idle time for the purpose of observing/ inspecting the operations performed by the Contractor in order to judge whether, in Company's opinion, the Contractor is complying with the provisions of the contract.

ii. The Contractor shall maintain sufficient stock of the critical spare part to avoid any major shut down. Contractor must observe all safety and statutory norms applicable to the Company to prevent surface pollution and injury to personnel working in the area and provide medical facilities to injured persons if any due to accident/take corrective measures in case of pollution as per the company's instructions.

All the clauses in this contract are limited to execution of this contract only and do not carry any precedence whatsoever for any OIL's such or similar tenders/contracts in future.

ARTICLE -14
LIQUIDATED DAMAGES & PENALTY

i. **LIUIDATED DAMAGE in the event of delay in initial mobilization:** In the event of the Contractor's default in timely completion of initial mobilization for commencement of construction activities within the stipulated 90 days period reckoning from date of issue of LOA as mentioned in **ARTICLE- 1** above, the Contractor shall be liable to pay liquidated damages @ 0.5% of total contract cost of BOOT service for GGS, per

week or part thereof, of delay from date of issuance LOA, subject to maximum of 7.5% of total contract cost of BOOT service for GGS package. Liquidated Damages will be reckoned from the expiry date of the scheduled initial mobilization period as defined in Artcle. 1 above.

ii. **LIQUIDATED DAMAGE in the event of delay in final mobilization of WIS:**
In the event of the Contractor's default in timely completion of final mobilization for commencement of regular operations of each of the three systems within the stipulated 12 months period mentioned in **ARTICLE-1** above reckoning from date of issue of LOA or from the date of issue of mobilization notice for WIS (whichever is later), the Contractor shall be liable to pay liquidated damages @ 0.5% of total contract cost of BOOT service for GGS, per week or part thereof, of delay from date of issuance of mobilization notice/ LOA, subject to maximum of 7.5% of total contract cost including GST of BOOT service for GGS package. Liquidated Damages will be reckoned from the expiry date of the scheduled final mobilization period of WIS as defined in **ARTICLE- 1** above.

iii. **LIUIDATED DAMAGE in the event of delay in final mobilization of OCS & ETP+STP:**
In the event of the Contractor's default in timely completion of final mobilization for commencement of regular operations of each of the three systems within the stipulated 24 months period mentioned in **ARTICLE-1** above reckoning from date of issue of LOA or from the date of issue of mobilization notice for OCS & ETP+STP (whichever is later), the Contractor shall be liable to pay liquidated damages @ 0.5% of total contract cost of BOOT service for GGS, per week or part thereof, of delay from date of issuance of mobilization notice/ LOA, subject to maximum of 7.5% of total contract cost including GST of BOOT service for GGS package. Liquidated Damages will be reckoned from the expiry date of the scheduled final mobilization period of OCS+ETP as defined in **ARTICLE- 1** above.

Note: Sum of Total LD amount **(i) in the event of delay in initial mobilization + (ii) in the event of delay in final mobilization of WIS + (iii) in the event of delay in final mobilization of OCS & ETP+STP** shall be restricted to maximum of 7.5% of total contract cost of BOOT service for GGS package.

iv. If the Contractor fails to mobilize within the stipulated date, the Company reserves the right to cancel the Contract without any prior notice.

v. Penalty under various operational, Maintenance shortfalls will be as per SOR.

Notwithstanding anything mentioned elsewhere in the bidding document, during operating period the overall liability for any given operating year shall not exceed 5% of the Gross Charges (Hire Charges + O&M Fixed Cost + O&M Variable cost). This is over and above the LD of 7.5% mentioned in the earlier clause

The overall liability will not be applicable under willful disobedience and excludes any Legal Fees, Legal Damages which are to be borne by BOOT Contractor

vi. <u>Imposition of penalty due to various operational & maintenance shortfalls attributable to the contractor:</u>

Penalty shall be imposed on the contractor in case of following operational & maintenance shortfalls arises due to negligence or any other reasons attributable to the contractor-

(a) Any interruption of operation attributable to the contractor which leads to complete plant shutdown.

(b) Shutdown/breakdown of any Equipment(s),

(c) Non-availability manpower.

(d) Violation of Health Safety Environment (HSE)

(e) Fails to meet product output specification of Crude Oil, Natural Gas, ETP outlet water, STP outlet water and WIS as stated in the **Clause No. 8.0-"PRODUCT SPECIFICATION (PRODUCT OUTLET CONDITIONS)" of TOR**.

Sr. No	Failure	Penalty Amount (To be recovered from monthly invoice)	Remark
i)	**Complete Shutdown of the entire Plant**		Daily O&M charge = Monthly O&M charge / number of days in the month
	For every such occurrence up to 12 hours	50% of the daily O&M charge on pro-rata basis for the shutdown hours	
	For every such occurrence more than 12 hours up to a maximum of 24 hours	Daily O&M charge on pro-rata basis for the shutdown hours.	
	For every such occurrence more than 24 hours	Daily O&M charge on pro-rata basis for the shutdown period + penalty of 20 % of daily O&M charge for the shutdown hours	
ii)	**Complete shutdown of OCS / ETP / WIS facility**		1. If two (2) facilities are shutdown, penalty amount will be double. 2. If all three (3) facilities are shut down, applicable rate shall be as per (i) above.
	For every such occurrence up to 12 hours	20% of the daily O&M charge on pro-rata basis for the shutdown hours	
	For every such occurrence more than 12 hours up to a maximum of 24 hours	50% of daily O&M charge on pro-rata basis for the shutdown hours.	
	For every such occurrence more than 24 hours	Daily O&M charge on pro-rata basis for the shutdown period + penalty of 10 % of daily O&M charge for the shutdown hours	
iii)	Non-compliance of HSE provisions of the contract	Rs. 5000.00 for non-compliance of each clause/month till compliance	
iv)	Non-compliance of Labour Laws as per applicable Labour Act	Rs. 5000.00 for non - compliance of each clause/month till compliance	
v)	Non-compliance of statutory provisions as per OMR' 2017 and Mines Act	Rs. 5000.00 for non - compliance of each clause/month till compliance	
vi)	Failure to carry out IME / PME of employees, in part or full	Double the cost of IME / PME for each employee per month, till compliance	
vii)	Non-compliance of recommendations of Safety Audit (internal or external), OISD, DGMS, CAG etc.	Rs. 5000.00 for non -compliance of each clause/month till compliance. The Penalty will be imposed after a reasonable cure period as decided by OIL.	
viii)	Shutdown/breakdown of major Equipment(s) or Systems leading to operational disruptions of		As per (i) above

Sr. No	Failure	Penalty Amount (To be recovered from monthly invoice)	Remark
	any processes / sub processes, in full or part		
ix)	Failure to maintain necessary insurance coverage as required during construction and O&M period.	Double the cost of Insurance premium for each policy per month, till compliance.	
x)	Failure to carryout OIL's technical or operational recommendations for changes / modifications / etc. of the processes, systems of the Plant.	Rs. 10000.00 for non - compliance of each recommendation /month till compliance. The Penalty will be imposed after a reasonable cure period as decided by OIL.	
xi)	Fails to meet desired BS&W≤ 0.2 vol % of process crude oil	Below mentioned penalty in percentage will be applicable on quoted unit rate (per KL rate) against "**Variable cost for O & M for OCS+ETP"** (i) **0.2% <BS&W≤ 0.5 vol %** : 0.1 % /KL penalty will be applicable. (ii) **0.5% <BS&W≤ 1.0 vol %** : 0.15 % /KL penalty will be applicable. (iii) **BS&W above 1.0 vol % :** For every increase of 0.5 vol % of BS&W or part thereof over 1.0 vol%, additional penalty of 0.05%/KL shall be applicable.	BS & W % vol shall be rounded off to three decimal places
xii)	Penalty rate for Non-availability of manpower during O & M period	1.5 times of Daily salaries/ wages (calculated from monthly salary) will be deducted for the non-available person(s)	

Note:

1. The daily O&M charge is the sum of O&M fixed charge + O&M variable charge.

2. Total Compensation / Penalty amount under sr. no (i) and (ii) shall be to limited to 10% of the annualized contract value for each year.

3. Any action/ penalty by Environment authority, Pollution Control Board or any Statutory Authorities in matters related to HSE / Labour etc. will be sole responsibility of the BOOT Contractor and they will bear the penalty and take appropriate remedial actions. If the penalty is imposed on OIL, the same shall be recovered from the BOOT Contractor.

ARTICLE -15
PROVISION OF PERSONNEL FACILITIES

1. CAMP & OTEHER ESTABLISHMENTS

Industry standard fully furnished air-conditioned bunk house type accommodation should be provided by Contractor for at least 6 (six) numbers of Company's personnel or any third-party representatives to be designated by Company. The camp should be well maintained with normal recreational facilities including LCD/LED TV with DTH, refrigerator etc. at the Contractor's cost.

The camp facilities to be provided by the Contractor to the Company should include but not be limited to the following:

a) 2 (Two) nos. of single-seater unit accommodations with attached bath and toilet.

b) 2 (Two) nos. of double-seater unit accommodation with attached bath & toilet.

d) 1 (One) office for Company's Representative at site. The unit should be equipped with refrigerator, computer (02 nos.), internet facility, color printer, scanner & other communication equipment.

e) 1 (One) unit with all facilities (i.e. conference table for minimum 11 persons, chairs, projector, screen, computer, etc.) for conducting meetings at site.

f) All bunk houses shall be air-conditioned and fully furnished.

g) The Company reserves the right to avail catering services at the plant site al -a- carte (other than fixed menu) with room service.

h) Two (2) Spacious dining halls shall be provided by the Contractor, one exclusively for workmen (of Contractor's / Company's third party / Company's) & one exclusively for officers (of Contractor's / Company's third party / Company's). Modular Kitchen, store bunk house etc. shall be provided as per convenience & requirement of the Contractor.

NOTE:

i. The Contractor should bring light and easily transportable dwelling units for camp establishment nearer to the plant.

ii. Waste management & Safe disposal of effluents from camp toilets/kitchen and toilet, etc. (using septic tank & soak pit) will be the responsibility of the Contractor. The Contractor shall be solely responsible for keeping the entire camp area and GGS site neat, clean and hygienic.

iii. A separate area is to be demarcated for placement of above living bunk houses at campsite for Company's personnel. The area is to be properly levelled with suitable drainage system, properly demarcated from the process area and well protected.

iv. Contractor shall arrange accommodation for their employees outside the plant at their own cost & risks.

2. CATERING SERVICE:

a) An industry standard catering & housekeeping service serving Indian and continental food for at least 06 (Six) nos. of personnel to be designated by Company (OIL) per day shall be made available during the entire contractual period by the Contractor without any extra charge to Company. During any specialized jobs or any dignitaries visit or statutory auditor's visit, contractor shall arrange meal (breakfast/lunch/dinner whichever applicable) for additional guests as per instruction of OIL.

b) Kitchen: Meals may be arranged by the contractor from outside establishment. In case, contractor wish to establish kitchen facility within the campsite establishment for Company personnel, a State-of-the-art skid mounted modular hygienic kitchen having industrial gas burner stoves, proper exhaust, serving window, washing area, storage, etc. Note: Cooking in temporary sheds will not be acceptable.

3. MEDICAL FACILITIES:

The Contractor shall arrange for medical facilities for their personnel. However, OIL may provide services of OIL Hospital at Duliajan, Assam which as far as possible in emergency case on payment basis. 1 (One) stand-by ambulance along with proper trained male attendants to be provided at site 24*7 basis.

ARTICLE -16
WARRANTY AND REPRESENTATIONS

16.1 Mutual Representations and Warranties

Each party represents and warrants to the other party that:

It is duly organized and validity existing entity under the laws of India and has all requisite legal rites and authority to execute and deliver and perform its obligations under this Agreement and all agreements to which it is party and to carry out the terms, conditions and provisions hereof and thereof.

16.2 Further Representations and Warranties of OIL

(a) The Execution, delivery and performance by it of the Agreement and all of the Agreements and documents referred to herein to which it is a Party have been duly authorized by all requisite corporate action, and will not contravene any provisions of, or constitute a default under, any other Agreement or instrument to which it is a party. The execution, delivery and performance by it of the Agreement and all of the Agreements and documents referred to herein to which OIL is a party does not constitute a violation of any statute, judgment order, degree or regulation or rule of any court, government authority or arbitrator of competent jurisdiction applicable or relating to OIL, its assets or its business; and

(b) The Agreement constitutes its valid, legal and binding obligation, enforceable in accordance with the terms hereof except that the enforceability thereof may be limited by applicable bankruptcies, insolvency, reorganization, moratorium or similar Law affecting OIL's rights generally and except to the extent that the remedies of specific performance, injunctive relief and other forms of equitable relief are subject to equitable defenses, discretion of the court before which any proceeding thereof may be brought and the principles of equity in general.

16.3 Further Representations and Warranties of BOOT Contractor

In addition, the BOOT contractor represents and warrants to OIL that;

(a) The execution, delivery and performance by it of the Agreement and all of the Agreements and documents referred to herein to which it is a party have been duly authorized by all requisite corporate action, and will not contravene and provisions of, or constitute a default under, any other Agreement or instrument to which it is a party. The execution, delivery and performance by it of the Agreement and all of the Agreements and documents referred to herein to which BOOT Contractor is a Party does not constitute violation;

i. of any statute, judgment order, degree or regulation or rule of any court, government authority or arbitrator of competent jurisdiction applicable or relating to BOOT contractor, its assets or its business;

ii. The BOOT Contractor articles, constituting documents or any

indenture, Agreement, or Agreement to which it is a party or by which it or its property is bound.

iii. The Agreement constitutes its valid, legal and binding obligation. Enforceable in accordance with the terms hereof except that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Law affecting BOOT contractor rights generally and except to the extent that the remedies of specific performance, injunctive relief and other forms of equitable relief are subject to equitable defenses, discretion of the court before which any proceeding thereof may be brought and the principles of equity in general.

iv. There are no attachments or warrants served on it, in respect of sales tax, income tax, central govt. revenues or any other state government of India revenues, any other taxes and dues, that might materially adversely affect its ability to meet and carryout its obligations under the Agreement;

v. There are no actions, suits of proceeding pending or, to its knowledge threatened against or affecting the BOOT Contractor and the Sponsor, before any court or administrative body or arbitral tribunal that might materially adversely affect its ability to meet and carryout its obligations under the Agreement.

vi. It is not in default under any Agreement to which it is a party or by which it is or its property may be bound, nor in any material default of any obligation under the Agreement and all of the Agreements and documents referred to herein to which it is a party.

(b) All rights and interests of the BOOT Contractor in the project, the project Facilities and project assets shall pass on to and vest in Oil or its nominated agency on the Transfer date free and clear of all liens, claims, and encumbrances, without any further act or deed on the part of the BOOT Contractor or OIL and that none of Project Assets including materials, supplies or equipment forming a part thereof shall be acquired by the BOOT Contractor subject to any agreement under which a security interest or other lien or encumbrance is retained by any person save and except as expressly provided in this Agreement.

(c) Except as specifically stated in this Agreement no sums, in cash or kind, have been paid or will be paid by or on behalf of the BOOT Contractor, to any person by way of commission or otherwise for securing the award of Contract or for influencing or attempting to influence any officer or employee of OIL.

(d) All the information furnished in the Bid is true and correct as on the date of submission and Balance Sheet and Profit 7 Loss Account of the BOOT Contractor for each of its Accounting Years after the Compliance Date furnished to OIL shall give true and fair view of the affairs of the BOOT Contractor;

(e) It shall furnish a copy of the audited accounts of the company within 120 (one hundred twenty) days of the close of its each Accounting Year after the Compliance Date and any material change subsequent to the date of such accounts shall be notified to OIL by the BOOT Contractor within 30 (thirty) days of its occurrence and warrants that the accounts and information furnished as aforesaid shall be true and correct;

(f) It is subject to laws of India with respect to the Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;

16.4 Disclaimer

(a) The BOOT Contractor acknowledges that prior to the execution of this Agreement, the BOOT Contractor has after a complete and careful examination made an independent evaluation of the Project, the technical and financial aspects of the project, the performance Standards, the project

site, working environment, labor related issues, law and order situation, materials and things, regulatory and statutory requirement needed for implementing Project, and has determined to the BOOT Contractor's complete satisfaction the nature and extent of such difficulties, risks and hazards as are likely to arise or may be faced by the BOOT Contractor in the course of performance of its obligations hereunder.

(b) The BOOT Contractor further acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in sub-clause 6.4 (a) above and hereby confirms that OIL shall not be liable for the same in any manner whatsoever to the BOOT Contractor.

(c) The BOOT Contractor accepts that it is solely responsible for the verification of any design, data, documents or information provided to the BOOT Contractor by OIL, its consultants or any competent authority and that it shall accept and act thereon at its own cost and risk.

(d) The BOOT Contractor shall be solely responsible for the contents of its Proposal, adequacy and correctness of the Design and Drawing, data and detailed engineering prepared or procured by the BOOT Contractor fro implementing the project.

(e) The BOOT Contractor is entering into this agreement on the basis of its satisfaction based on the due diligence of all aspect of the Project undertaken by it.

ARTICLE -17
SUB-CONTRACTING

Allowed for Petty services not under the scope of this tender which may be required to support the primary stated scope. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.

ARTICLE -18
PP-LC

Purchase preference Policy (linked with Local Content) (PP-LC).
Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. FP-20013/2/2017-FP- PNG dated 17.11.2020 of MoPNG (or as amended from time to time) shall be applicable in this tender.
Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified in ITB and shall have to submit all undertakings/documents applicable for this policy.

ARTICLE -19
AREA OF OPERATION

Area of operation is Lakwagaon, Assam
KNOWLEDGE OF SITE CONDITION: Contractor shall deemed to have inspected and examined the sites and its surroundings and information available in connection therewith and to have satisfied himself the form and nature thereof including the topography of the area of operation, well sites, approaches, infilled roads/bridge conditions, climate etc. and quantities and nature of work and materials necessary for the completion of / rendering the required service, the means of access and in general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the contract and his ability to perform it.

ARTICLE -20
HSE POLICY

Contractor shall observe such safety/statutory/pollution control regulations in accordance with acceptable Oil field practice and applicable Indian Acts, Laws, Rules

and Statutes such as Oil Mines Regulations, Mines Act, Mines Rules, DGMS, OISD, PCBA etc. Contractor shall take all necessary measures reasonably to provide safe working conditions and shall exercise due care & caution in preventing fire, pollution, explosion and blow out and maintain fire- fighting equipment in sound condition at all times during operation. Contractor shall conduct safety drills regularly to ensure readiness and effectiveness of all systems

ENVIRONMENT MANAGEMENT

i. Contractor shall ensure that there is no pollution either of soil, water, air or sound during the operation. Contractor shall be more careful and checked for any leakage and immediate corrective action to be taken for such leakages to avoid any pollution problems. Contractor shall inform of such leakages immediately to the Company's Representative.

ii. The Contractor shall not make Company liable to reimburse the Contractor to the statutory increase in the wage rates of the contract labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract labour shall be borne by the Contractor. Any such increase in labour wage (considering the period of the contract) is to be well anticipated and contractor is construed to include such increase in their bid.

iii. Any permission from the Mines Directorate (DGMS) in connection with working in excess of 08 (Eight) hours per day shift pattern by the Contractor shall have to be arranged by the Contractor before commencement of the Contract, in consultation with the Company. Moreover, since the Contractor's personnel engaged shall be working under the Mines Act and Oil Mines Regulations, the Contractor shall have to obtain any other relevant permission from the Mines Directorate to engage their employees in compliance with various procedures as per Mines Act. In case of any breach of procedures under applicable provisions of OMR, Mines Act, OISD, Pollution Control Board (Assam), CPCB etc,. the Contractor shall be held responsible and they shall bear all expenses/penalty imposed by such authorities arising as a result thereof.

iv. The Contractor shall not engage labour below 18 (Eighteen) years of age under any circumstances. Persons above 60 years age also shall not be deployed.

v. Moreover, the Contractor should obtain and produce in advance before commencement of work, the following certificate/approvals:
   a) Total manpower list
   b) All certificates as per applicable laws including Mines Acts.
   c) Labour License from RLC for engagement of labourers

vi. Compliance of Safety and Other Audit Recommendations within the plant battery limit: Time to time all operating oil & gas plant under the jurisdiction of M/s OIL are being audited (safety & other) by out sided agencies as well as OIL's internal auditing teams. BOOT contractor shall ensure timely compliance of all the recommendations/ observations made by auditors at his own cost within the initial timeline given by the auditor or timeline issued by the Engineer In-charge of M/s OIL.

ARTICLE -21
NOTICE

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

Company

(a) For contractual matters

GM-Projects(C&P) OIL INDIA LIMITED
PO DULIAJAN - 786602
ASSAM, INDIA
Email: sanjibroy@oilindia.in

(b) For technical matters

CGM (Projects)
OIL INDIA LIMITED
PO Duliajan – 786602
Assam, India
Email: susantasarmah@oilindia.in

N.B.: In case any changes in above e-mails envisaged , Company will notify the contractor.

Contractor

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

ARTICLE -22
CONTRACTOR'S ITEMS

i. Contractor shall provide equipment and personnel to perform the services under the contract as specified in this document.

ii. Contractor shall be responsible for maintaining at its own cost adequate stock levels of items including spares and replenishing them as necessary for smooth, break-free operation of the plant/s.

iii. Contractor shall be responsible for the maintenance and repair of all equipment and will provide all spare parts, materials, consumables etc. during the entire period of the contractual period.

Contractor shall provide all paints, oils and lubricants (POL) for operation of Contractor's equipment both at well-site and campsite at Contractor's cost. There shall be no escalation in the day rates and others throughout the duration of the contract including extension, if any, on account of any price increase in fuel/lubricants. Contractor shall arrange necessary electricity at campsite at their own cost.

ARTICLE -23
CONTRACTOR'S SPECIAL OBLIGATIONS

i. It is expressly understood that Contractor is an independent Contractor and that neither it nor its employees and its subcontractors are employees or agents of company provided. However, company is authorized to designate its representative, who shall at all times have access to the facility, equipment, related equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor shall treat company's representative at well site as being in charge of company's designated personnel at plant site. The company's representative may, amongst other duties, observe, test, check and control implementation of

operations, equipment and inspect works performed by contractor or examine records kept at plant site by Contractor.

ii. Compliance with Company's Instructions : Contractor shall comply with all instructions of Company consistent with the provision of this Contract, but not limited to O&M of the GGS Plant, safety instructions, confidential nature of information, etc. Such instructions shall, if Contractor request, be confirmed in writing by company's representative.

iii. Contractor should provide the list of items if any to be imported in the format specified in Proforma-A for issuance of recommendatory letter to Directorate General of Hydrocarbons (DGH), New Delhi, for clearance of equipment from Indian Customs at concessional (Nil) rate of customs duty and for obtaining Essentiality Certificate (EC). Contractor shall arrange for inland transportation of all equipment, etc. from the port to the place of work and back at the end of the work at their own expense. Arrangement of Road Permits and payment of Assam Entry Tax for bringing equipment/material to Work place shall be Contractor's responsibility.

In case the Contractor imports the equipment etc. on re-export basis, the Contractor shall ensure for re-export of the equipment and all consumables and spares (except those consumed during the contract period) and complete all documentation required. Company will issue necessary certificates etc. as required. The Contractor should arrange for re-export of equipment within 60 days of notice of demobilization issued by the Company. If the re-export is not completed within the specified period, the company shall in no way be responsible for the additional custom duty/penalty etc. imposed by Indian Government. The company reserves the right to withhold the payment till all such equipment are exported back and the site/base camp cleared off. Customs duty, penalty etc. levied by customs authorities for such delay shall be to Contractor's account and the same will be deducted by the Company from Contractor's bills and security deposit.

ARTICLE -24
LOSS OR DAMAGE

DAMAGE TO CONTRACTOR's EQUIPMENT :

The Contractor shall at all times be solely responsible for any damage to or loss or destruction of their equipment and its other property irrespective of how such loss, damage or destruction is caused, and even if caused by the negligence of the agents, nominees, assignees of the Contractor shall hold harmless and indemnify the Company from and against any expenses, loss or claim related to or resulting from such loss, damages or destruction.

If the equipment is declared to be a total loss and/or construed to be total loss, as determined by the applicable insurance coverage, this contract shall terminate in respect of the equipment as of the occurrence of the event causing such loss and the Contractor shall there upon be released of all further obligations hereunder in respect of that equipment except for its payment of money then due or liabilities to be charged in respect of work already done under this contract.

ARTICLE -25
CONFIDENTIALITY

All information obtained by Contractor in the conduct of operations hereunder shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than company's representative. This obligation of Contractor shall be in force even after the termination of the Contract.

ARTICLE -26
RIGHTS AND PREVILAGES OF THE COMPANY

i. To all equipment and instruments

ii. Contractor's items before the commencement of operation. If they are not found in good order or do not meet TOR & Tech. Specification Volume-1 Part-3 Section-II or in case of non-availability of some of the Contractor's items listed therein, the contractor may not be allowed for commencement until the contractor has remedied such default.

iii. To approve the choice of sub-contractors for any essential third party contract, concerning materials, equipment, personnel and services to be rendered by Contractor. Sub-contract may be entered into by Contractor excluding the primary service.

iv. To check, at all times, Contractor's stock level, to inspect Contractor's equipment and request for renovation or replacement thereof, if found in unsatisfactory condition or not conforming to regulations or specifications.

v. To order suspension of operations while and whenever:

(a) Contractor's personnel are deemed by company to be not satisfactory, or Contractor's equipment does not conform to regulations or to the specifications laid down in the Contract.

(b) Contractor's equipment turns into a danger to personnel/plant for any reason whatsoever..

(c) Contractor's insurance in connection with the operations hereunder is found by company not to conform to the requirements set forth in the contract.

(d) Contractor fails to meet any of the provisions in the contract.

Any shortage in key/additional (compulsory) personnel and inadequacy of other personnel.

ARTICLE -27
EMERGENCY

The company reserves the right to engage O&M manpower of the contractor and equipment of the Contractor in the event of any emergency like situation leading to uncontrollable pollution, safety hazards/threats, operational emergencies arises within the LAKWAGAON oil field (outside the GGS plant.

ARTICLE -28
DISCIPLINE

The Contractor shall maintain strict discipline and good order among their employees and their Sub- contractors, if any, and shall abide by and conform to all rules and regulations promulgated by the Company. Should the Company feel with just cause that the conduct of any of the Contractor's personnel is detrimental to Company's interests; the Company shall notify Contractor in writing the reasons for requesting removal of such personnel. The Contractor shall remove and replace such employees at their expense within 07 (seven) days from the time of such instruction given by the Company.

ARTICLE -29
RESPONSIBILITIES

The Contractor shall perform its obligations under this Contract, such that:

The Services shall be rendered strictly in conformity with instructions of the Company, Applicable Laws, Directives, Clearances, Good Industry Practice, the Codes and Standards and this Contract; and The Contractor shall assume full responsibility for and shall ensure the proper, timely and expeditious performance of the Services in accordance with the Services Schedule and the Delivery of the Goods at the Site in accordance with the Delivery Schedule. Accordingly, the Contractor shall provide such necessary resources and experienced personnel having the requisite expertise for the purposes stated in this Contract. Except as otherwise expressly provided in this Contract, the Contractor agrees and acknowledges that it shall perform all of its obligations and responsibilities under this Contract at its own risk and Cost.

The Contractor shall not commit any act that results in and shall not permit any modification (save as reasonably necessary for the purpose of securing the safety thereof), sale, disposal, transfer of possession of or creation of any Encumbrance over the Goods at any time during the currency of the contract.

ARTICLE -30
INTELLECTUAL PROPERTY and CUSTODY AND POSSESSION OF CONTRACTOR'S EQUIPMENT

While performing the Work for the Company, Contractor may utilize expertise, know-how and other intellectual capital (including intellectual property) and develop additional expertise, know-how and other intellectual capital (including intellectual property) which are Contractor's exclusive property and which Contractor may freely utilize in providing services for its other customers. Except where expressly and specifically indicated in writing, and in exchange for appropriate agreed payment, Contractor does not develop any intellectual property for ownership by Company, Contractor retains sole ownership of any such intellectual capital (including intellectual property) created by Contractor during the course of providing the Services.

Company hereby acknowledges that the equipment and tools ("Equipment") that are owned and utilized by Contractor to perform its service obligations under the Contract shall be at all times be, handled and manned by the Contractor. Company shall not be entitled to use/operate/possess any of the Contractor's Equipment for providing Services under the Contract. To clarify that control, custody and possession of Contractor's equipment will always be with the Contractor.

ARTICLE -31
FORCE MAJEURE

31.1 **"Force Majeure"** shall mean war (declared or undeclared), revolution, civil war, major flood, Earthquake, sabotage, terrorism activity of a severe magnitude, epidemic, pandemic, quarantine or other act of God, Rules and regulations or orders of statutory authority prohibiting the establishment or operation of the BOOT Contractor's Oil Collecting Station (OCS) or Effluent Treatment Plant (ETP) or Water Injection station (WIS) of relevant GGS plant of OIL which prevents in whole or part of the performance by OIL or the BOOT Contractor of its obligations under the Contract, but will not include a self induced Force Majeure, or equipment break down, commercial hardship or financial inability or the BOOT Contractor's inability to handle manpower or machinery or prohibition or establishment or operation by statutory authority due to non compliance of any law in force.

31.2 Notice

Upon the occurrence of an event of Force Majeure, the affected Party shall notify the other Party in writing within twenty four (24) hours of the alleged beginning thereof giving full particulars, its duration of Force Majeure event and satisfactory evidence in support of its claim, and notwithstanding the prior commencement of the force majeure event, the force majeure event shall be deemed to have occurred not earlier than 24 (twenty four) hours after the other Party received the notice of the force majeure.

Upon cessation of the event of Force Majeure, the affected Party shall forthwith give written notice of such cessation to the other Party and shall as soon as reasonable possible resume performance of its obligations suspended by the force majeure.

31.3 Actions consequent upon force majeure during O&M Period

31.3.1 The affected Party shall:

(a) Use reasonable endeavours to minimize the effects of Force Majeure and remedy and inability to perform due to Force Majeure.
(b) Provide daily reports to the other Party regarding its progress in overcoming the adverse affects of the Force Majeure.
(c) As soon as reasonably practicable, provide the other Party in writing such information as may be reasonably required to justify the claim of Force Majeure.
(d) If the BOOT Contractor's facility is in whole or part damaged or destroyed due to the Force Majeure event, the BOOT Contractor shall forthwith take all steps necessary to repair, restore and/or replace the BOOT Contractor's facility to make it operational and productive as soon as is reasonably possible. BOOT Contractor shall ensure to take all step reasonably required to restore its ability to perform its obligations under the Agreement as soon as reasonably possible, including the rebuilding of any affected part of the facility provided that the affected BOOT Contractor shall not be obliged to take any steps which would not be in accordance with GOOD industry Practice.

31.3.2 Upon the occurrence of the Force Majeure, both parties shall promptly meet to discuss in good faith the effect and the likely duration of the effect of the Force Majeure and the steps to bel taken to overcome the affects of the Force Majeure and the remedial actions to be taken by the other Party to mitigate the effects of the Force Majeure on the BOOT Contractor's facility of OIL's Plant (s) as the case may be.

Monetary Obligations during Force Majeure

In case the Force majeure period, Monthly Hire charges towards "Capital Investment" will be payable during the subsistence of Force Majeure period.

31.4 **Effect of Force Majeure Event up to COD Stage:**
Upon the occurrence of any Force Majeure Event during the above period the following conditions shall apply:

(a) There shall be no Termination except as provide in Clause 31.7.
(b) The dates set forth in the Project Completion Schedule shall be extended by the period for which such Force Majeure Event had remained in existence.
(c) The Parties shall bear their respective costs and no Party shall be required to pay to the Party and costs arising gout of such Force Majeure Event.

31.5 Effect of Force Majeure Event during operation and maintenance period:
Upon occurrence of any Force Majeure Event after COD, the following shall apply:

(a) There shall be no Termination of the Agreement except as provided in Article 31.7.
(b) The BOOT Contractor shall make all reasonable efforts to meet the obligations towards the project.

31.6 Termination Notice due to Force Majeure Events of the BOOT Agreement:
If a Force Majeure Event subsists for a continuous period of 180 (one hundred eighty) days or more in a year, either Party may its sole discretion terminate the Agreement by giving 30 (thirty) days Termination Notice in writing to the other Party without being liable in any manner whatsoever, save and except as provide in this Article.

31.7 Termination Payment of Force Majeure events:
Upon receipt of the termination of notice pursuant to clause 31.7. Termination payment shall be made by OIL as per the following clauses of this agreement.

31.8 If the termination is on account of force the majeure event, the termination payments shall be made by OIL to the BOOT Contractor at a fair value to be decided by OIL at the time of termination and indicated in the notice of Termination. Should the parties be not able to agree on such value within two months, such issue will be resolved through arbitration.

31.9 Substitutions of BOOT Contractor by OIL: Upon termination by OIL, OIL if deems fit, may substitute another BOOT contractor to take over the debts and subordinate debts of the project and maintain the facilities for the balance period of the agreement. In such event the OIL reserves the right to substitute itself as BOOT Contractor.

31.10 Dispute Resolution under Force Majeure Event: In the event that the Parties are unable to agree in good faith about the occurrence or existence of any Force Majeure in accordance with the Dispute Resolution Procedure, provide that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event. The Dispute resolution between the parties shall be dealt with in the provisions and process given hereunder article 18 of this document.

31.11 Liability for other losses, damages etc. under force majeure events: Save and except as expressly provided that OIL shall not be liable in any manner whatsoever in

respect of any loss including loss of life, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence of any Force Majeure Event.

31.12 Excuse from performance of obligations: If the BOOT Contractor is rendered wholly or partially unable to perform its obligations under the Agreement because of a Force Majeure Event, it shall be excused through a written consent of OIL from performance of obligations to the extent it is unable to perform on account of such Force Majeure Event provided that:

(a) The suspension of performance shall be for a duration that is reasonably required for cure of the project owing to any Force Majeure Event.
(b) The BOOT Contractor shall make all reasonable efforts to mitigate or limit damage to OIL as a result of the existence or occurrence of any Force majeure Event and shall cure the same with due diligence, and

When the BOOT Contractor is able to resume performance of its obligations under the Agreement, it shall give to the other Party Written notice to that effect and shall promptly resume performance of its obligations hereunder.

ARTICLE -32
TERMINATION / EXPIRY OF BOOT AGREEMENT AND SUBSTITUTION

32.1 Termination Procedure

The Party entitle to terminate this Agreement on account of an Event of Default shall be entitled to do so in flowing manner:

a) Termination for the BOOT Contractor's Event of Default
Notwithstanding anything to the contrary contained in the Agreement, in the event of the BOOT Contractor being in default under any of the provisions thereof expressly providing for termination under or in accordance with this Article & Article16, OIL shall be entitled to terminate the Agreement by issuing a Termination Notice to the BOOT Contractor and upon issued of such Termination Notice by OIL the Agreement shall stand terminated forthwith. Provided, however, that prior to such Termination OIL had issued notices as per article 16.3 of Condition of Contract and exhausted all the available remedies and options for curing the relevant breach or default of the provisions of the Agreement Provided further that before issuing termination notice, OIL shall by a notice in writing inform the BOOT Contractor of its intention to issue the Termination Notice (the "Preliminary Notice") and grant 30(thirty)days time to the BOOT Contractor to make its representation, if any , against such intended Termination Notice and shall after the expiry of said 30(thirty) day period whether or not it is in receipt of such representation, in its sole discretion issue the termination Notice.

b) Termination for OIL 's Event of Default
The BOOT Contractor may after giving 180 (one hundred eighty) days' notice in writing to OIL terminate the Agreement upon the occurrence and continuation of OIL Event of Default, unless any such OIL's Event of default has occurred as result of BOOT Contractor Event of Default or due to a Force Majeure Event Provided, however, that prior to such notice BOOTD Contract and exhausted all the available remedies and options for curing the relevant breach or default of the provisions of the Agreement

32.2 Obligation During Cure Period

During Cure Period or in the notice of terminations period or wherever applicable to the provisions of Article 16, the Parties shall, continue to perform such of their

respective obligations under this Agreement which are capable of being performed. The supply of treated water from the Effluent Treatment Plant(ETP) shall not be hindered/ stopped in any case till the OIL takes over the possessions of the project assets

32.3 Requisition

Upon issue or receipt, as the case may be, of the Termination Notice, either as a consequence of a Force Majeure Event or as a consequence of an Event of Default, OIL shall by a notice in writing ("Requisition") call upon the BOOT Contractor to furnish the following information to enable OIL to estimate the outstanding liabilities / assets of the BOOT Contractor and/or to finalise the assets to be handed over to /taken over by the OIL

(a) The progress, stage and manner of implementation of the Project Facilities and the details of the assets and liabilities of the BOOT Contractor related to the Project Facilities
(b) Data or records (to be specified by OIL) regarding the establishment operation and maintenance of the Project Facilities.
(c) any other information or records (to be specified by OIL) regarding BOOT Contractor and the Persons claiming through or under the BOOT Contractor, its/their business, assets and liabilities
(d) the particulars of Licensing Arrangements and the details of functioning of the Contractors
(e) the particulars of the security created in favour of the Lenders:
(f) The BOOT Contractor shall within a period of 30(thirty) days of receipt of Requisitions furnish the particular called for by the OIL

32.4 Condition Survey

(a) the BOOT Contractor agrees that on the service of a Termination Notice or 6 (Six) months prior to the expiry of the Agreement Period by efflux of time.it shall conduct or cause to be conducted by a Consultant under the OIL 's supervision a condition survey of the Project Facilities and the Project Assets to ascertain the condition thereof, verifying compliance with the BOOT Contractor's Obligation under this Agreement and to prepare an inventory of the assets comprised in the Project
(b) If, as a result of the condition survey, OIL shall observe/notice that the Project Facilities or Project Assets or any part thereof has/have not been operated and maintenance in accordance with the requirements thereof under this Agreement (normal wear and tear excepted) the BOOT Contractor shall, at its cost and expenses, take all necessary steps to put the same in good working conditions well before the Transfer Date
(c) In the event the BOOT Contractor fails to comply with the provisions of this Agreement, OIL may itself causes the condition survey and inventory of Project Assets and the Project to be conducted, OIL shall be compensated by the BOOT Contractor for any costs reasonably incurred by OIL in conducting such survey and preparation of inventory as also in putting the Project Facilities of the Project Assets

32.5 COMPENSATION ON TERMINATION

32.5.1 In case of termination of contract during the Agreement Period, the termination payments shall be made by OIL to the BOOT Contractor at fair value to be decided by OIL at the time of termination and indicated in the notice of Termination. The fair value compensation shall be determined by an independent appraisal team to be appointed by Oil.

32.5.2 The fair value shall be determined based on the total project cost after accounting depreciation factor, health of machinery & instruments, payment of monthly fixed chargers towards capital investment already paid, insurance proceeds received etc. The total project cost shall be the lowest of the following

(a) Total project cost for construction and development of the project as per the financing documents.

(b) Actual cost of the project upon completion thereof as certified by the statutory auditors.

(c) A SUM OF Rs.----------(calculated based on quotation of contractor)

Fair Value shall in no event exceed the total project cost and liability of OIL to make such payment shall be determined as if such capital cost is restricted to Total Project cost. incase of disagreement on such value within 2 months the issue shall be resolved through arbitration.

32.5.3 It is understood by both the party and have agreed, that due to event of defaults and termination of the agreement by either party, the compensation payable shall be as per the terms stated above and shall constitute a full and final settlement and shall not have any further right or claim under any law, treaty, convention, contract or otherwise. However, if either party is not satisfied and any deviation occurs in the payments so made by either part, the matter shall be resolved amicably, even than, if the dispute is not resolved, the matter shall be referred to arbitration clause within 60 days of the payments as per para 18.1 of the agreement.

32.6 Consequences of Termination/ Expiry

32.6.1 Upon Termination of the Agreement/Expiry of the Agreement for any reason whatsoever, OIL shall:

i. Take possession and control of Project forthwith;

ii. Take possession and control forthwith of any materials, plant instruments and machinery, equipments, implements, stores and spares etc.

iii. Restrain the BOOT Contractor and any person claiming through or under the BOOT Contractor from entering upon the site or any part of the project; and/or

iv. Subsequent taking over possession and control of Project by OIL may on its discretion compensate such persons only for compensation occurring and becoming due and payable to them under the terms of their respective Project Agreements with the BOOT Contractor as aforesaid. Such amount shall be suitable adjusted from the final payment, which shall become payable to the BOOT Contractor as compensation at the time of termination.

32.6.2 Transfer of Assets on Termination

32.6.2.1 General Scope of Transfer/Payment

The Parties shall perform/discharge their obligations to be performed or discharged under the provisions of this Agreement on the Transfer Date and the cost involved in transfer shall be shared by the respective parties.

32.6.2.2 BOOT Contractor's Obligations

Without prejudice to the generality of the provision contained in Article 23, the transactions and the formalities to be completed by the BOOT Contractor on the Transfer Date shall be, without any claim or demand unless otherwise provided by this Agreement, to:

(a) Hand over fully vacant, peaceful, unencumbered and un-encroached possession of all the Project Assets, the Project

(b) Transfer all its rights titles and interests in the assets comprised in the Project Site and the Project Assets which are required to be transferred to OIL in accordance with the Agreement and execute such deeds and documents as may be necessary of the purpose and complete all legal or other formalities required in this record at its cost;

(c) Hand over to OIL all documents including as built drawings, manuals and records relating to operation and maintenance O&M of the Project and the Project Assets;

(d) Transfer technology and up-to-date know-how relating to operation and maintenance O&M of the Project;

(e) Transfer or cause to be transferred to OIL any Project Contracts Agreements which are (i) valid and subsisting, (ii) capable of being transferred to OIL and (iii) those OIL has chosen to take over, and cancel or cause to be cancelled such Project Contracts Agreements not transferred to OIL or not chosen to be taken over by OIL.

(f) At its cost remove from the Project Site all such moveable assets which are not part of the project and not taken over by OIL.

(g) Prior date of Transfer Date, the BOOT Contractor shall ensure that all Project Assets including all the essential facilities shall have been renewed and cured of all defects and deficiencies as necessary so that the Project Assets are compliant in accordance with the Specifications and Standards set forth in this Agreements and Good Industry Practice. The Project Assets , prior to transfer, shall be subject to Condition Survey as per Article 17.4

32.6.2.3 BOOT Contractor's Responsibility

All the cost, expense and other amount due to the BOOT Contractor's employees shall be sole responsibility of the BOOT Contractor even after the expiry of the Agreement.

32.6.2.4 Risk

Until transfer in accordance with this Article 23, the Project Assets, Project Facilities and the Project shall remain at the sole risk of the BOOT Contractor except for any loss or damage caused to or suffered by the BOOT Contractor due to any act or negligence on the part of OIL under this Agreement.

32.7 Remedies Cumulative

The exercise of right by either Party to terminate this Agreement, as provided herein, shall not preclude, such Party from availing any other rights or remedies that may be available to it under law. All remedies available to the Parties shall be cumulative and the exercise or failure thereof of one or more remedies by any party shall not limit or preclude the exercise of or constitute a waiver of any other remedies by such Party.

32.8 SUBSTITUTION OF THR BOOT CONTRACTOR BY A SELECTEE

32.8.1 OIL's right to Substitute

OIL without prejudice to any other rights or remedies available under Law\financing documents and without being required to exercise or exhaust such rights or remedies, have the right to seek substitution of the BOOT Contractor by a Selectee (Selected by OIL) for the residual agreement period under the BOOT Agreement as per the modalities of the substation agreement.

The BOOT Operator hereby agrees to transfer any & all technical know how required to carry out the normal & smooth functioning of the Effluent Treatment Plant to the selected prior to termination.

The BOOT Operator shall furnish to OIL an advance Bank Guarantee equivalent to 1% of the gross compensation on termination value. The validity of the Bank Guarantee will be mutually agreed. This Bank Guarantee will be released on successful transfer of any & all technical know how required to carry out the normal & smooth functioning of the Effluent Treatment and as certified by the selectee/Engineer-in-charge.

32.8.2 Suspension of the BOOT Contractor rights and take-over of the Project Facility

The BOOT Contractor irrevocably agrees that if the rectification as specified in the notice of the default by OIL has not been carried out, the Agreement shall effective from such event or default stand suspended without any further notice or other act of OIL being required, and OIL shall have the right to enter upon and takeover the project/Project Facility and to take all such steps as are necessary for the continued operation and maintenance of the project facility, subject to the modalities of the Substitutions. The BOOT Contractor hereby irrevocably consents to take over the Project/Project Facility by OIL forthwith on suspension becoming effective.

32.8.3 Criteria for selection of the Selectee.

OIL, shall in addition to any other criteria that it may deem fit and necessary, apply the following criteria in the selection of the Selectee.

i. The Selectee shall possess the net worth, experience, technical capability and managerial ability to perform and discharge all the residual duties, obligations and liabilities of the BOOT Contractor in respect of the Agreement, under the BOOT Agreement;

ii. The Selectee shall have the capability and shall unconditionally consent to assume the liability for the payment and discharge of dues, if any, of the BOOT Contactor to OIL under and in accordance with the BOOT Agreement.

ARTICLE -33

GOODS AND SERVICES TAX

1. In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly, reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.
   Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.

2. "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.

3. Quoted price/rate(s) should be inclusive of all taxes and duties, except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service. However, GST rate (including cess) to be provided in the respective places in the Price Bid .Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods/Services (Service Provider) only .Supplier of Goods/Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.

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

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

6. 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. 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.

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

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

8. Contractor/Contractor 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/Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of GST against such invoice.

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

10. GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/Contractor but will be directly deposited to the government by OIL.

11. Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or is/liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/setoff/recover such amounts against any amounts paid or payable by OIL to Contractor/Supplier.

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

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

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

15. It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods &

Service Tax) is not lost to the OIL on account of any error on the part of the contractor.

16. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/taxes finally assessed is on the lower side.

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

18. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

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

20. In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

21. 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.

22. 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.

23. 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.

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

25. The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/E-way Bill, if applicable etc.

26. 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.

27. 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.

28. Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

29. Documentation requirement for GST

The Contractor 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.

30. 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;

31. Address of the delivery where the same is different from the place of supply and Signature or digital signature of the supplier or his authorised representative.

32. 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.

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

34. 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.

35. In case the GST rating of Contractor 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 Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

36. CUSTOMS DUTY

a. Company shall use the Tools/equipment along with the Services under the Contract in the PEL/ML areas renewed/issued to Company after 1.4.1999 and therefore, in terms of Notification No. 21 dated 01.03.2002, goods specified in List- 12 imported in connection with petroleum operations under this Contract would attract zero customs duty. Company will issue Recommendatory Letter to Directorate General of Hydrocarbons (DGH), Ministry of Petroleum & Natural Gas, as per Government guidelines for issuance of Essentiality Certificate (EC) from Directorate General of Hydrocarbons, to enable the Contractor to import goods at concessional (Nil) customs duty so as to provide the services under this Contract provided these goods are specified in the List-12 of the aforesaid Notification.

b. Contractor shall provide the list of items to be imported by them under the Contract in the format specified in Proforma-A along with their bid for issuance of Recommendatory Letter to DGH. Contractor shall made written request to Company immediately after shipment of the goods indicated by them in Proforma- A, along with the Invoices and all shipping documents (with clear 15 working days' notice) requesting Company for issuance of the Recommendatory Letter. OIL shall issue the Recommendatory provided all the documents submitted by the Contractor are found in order as per contract. It shall be however, Contractor's responsibility to obtain EC from DGH and clear the goods through customs. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities including DGH arising solely as a result of any default on the part of the Contractor.

c. All imports and import clearances under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard.

d. However, in the event customs duty becomes leviable during the course of contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on

Contractor's items as provided in Proforma-A or the actual whichever is less (for the first time import) and at actuals (for subsequent imports), provided Contractor furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of Customs Duty shall be arranged by Company and made available to the representatives of Contractor at Kolkata within 3 working days after Contractor submits the undisputed and clear necessary documents/duty assessment papers at Company's office at Kolkata. Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for Customs Duty payment shall be limited/restricted to the tariff rates as assessed by the Customs on the day of clearance, or as on the last day of the stipulated mobilization period. In case of clearance thereafter, on the CIF value of items in Proforma-A will be frozen and any increase in Customs Duty on account of increase in value on these will be to the Contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing Customs Officer and as a result if any excess Customs Duty becomes payable, it shall be to Contractor's account. Before filing Bill of lading, Bill of entry, the Contractor must consult the Company to avoid payment of excess Customs Duty.

e. Contractor shall, however, arrange clearance of such items from Customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/charges, port fees, clearing and forwarding agent fees/charges, inland transport charges etc. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents and necessary help.

f. Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the PEL/ML areas of Company for which EC has been obtained. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the consumables imported by them have been consumed in those ML and PEL areas under the contract for which ECs were obtained by them. In order to avoid any misuse of the spares and consumables imported by the Contractor for providing the services under the Contract, Contractor shall furnish an Undertaking similar to that being furnished by Company to Customs of suitable amount before issue of the Recommendatory Letter.

ARTICLE -34

GENERAL OTHER MISCELLANEOS

34.1. Strict compliance with statutory regulations like Mines Act and related acts /legislation, IBR, OMR, OISD norms, CEA and Pollution Control Board (state/central) etc. are to be complied by the successful bidder.

34.2. The Contractor's entire fleet of equipment must meet the safety requirement and duty condition of safe, trouble free and uninterrupted operation as per sound industry practices. The contractor shall undertake operation and maintenance (O&M) of the equipment's forthwith after supply of the equipment and shall be responsible for arranging all resources including competent manpower as per requirements of Indian Mines Act, its bye–laws & other legislations in force and all

resources/facilities for continuous 24 (twenty four)hours operations on shift basis, routine & scheduled maintenance including running repairs and Provisioning of relevant spares and consumables in relation thereto.

34.3. The impact of any such Change of Scope on cost and time & payment mode shall be mutually agreed between OIL and the BOOT Contractor.

34.4. Modification / augmentation of Facilities

On request for extension / modification / augmentation of any facilities by OIL or at the instance of any government / statutory entity, which shall be considered as Extra Work, BOOT Contractor after performing a technical study of the works, shall prepare a cost estimate and submit to OIL for approval. Once such approval is received by BOOT Contractor, it shall carry out the work at a cost & time mutually agreed between OIL and the BOOT contractor.

34.5. Replacement of Equipment

The BOOT Contractor shall maintain or cause to be maintained at its own expenses the entire Plant and replace the unserviceable instrument / equipment etc. as and when required in order to maintain smooth operation of the Plant.

34.6. Emergency De-commissioning / closure

If, in the reasonable opinion of the BOOT Contractor there exists an emergency which warrants decommissioning and closure of the Plant in whole or any part of the Plant, the BOOT Contractor shall be entitled to de-commission and close the whole or the relevant part of the Plant, provided that such emergency De-commissioning will be notified to OIL promptly within 24 hours. OIL may issue directions to the BOOT Contractor for dealing with such situations and the BOOT Contractor shall abide by such directions.

34.7. The BOOT Contractor shall re-commission the Plant or the affected part thereof as quickly as practicable after the circumstances leading to its de-commissioning and closure have ceased to exist.

34.8. The BOOT Contractor shall operate and maintain the Project, modify, repair or otherwise make improvements to the Project to comply with other requirements set forth in the Agreement, Good Industry Practice, Applicable Laws and Applicable Permits and manufacturer's guidelines and instructions and more specifically to provide the tendered services.

34.9. Perform and fulfil all of the BOOT Contractor 's obligations as may be specified under the BOOT Agreement.

34.10. Not assign or create any lien or Encumbrance on the Project or any part of the Project nor transfer, lease or part possession therewith save and except as expressly permitted by the Agreement.

34.11. Not to utilize the land provided by OIL for any other purpose other than the purpose it is intended for.

34.12. Use of fuel gas in process equipment and ancillary systems like gensets of the GGS Lakwagaon will be allowed without any charges. However, if contractor wish to utilize fuel gas for other purpose like -canteen/ kitchen establishment etc installed within the GGS battery limit, exclusively for the GGS operational support purpose, OIL may allow to use the gas on chargeable basis. Charges will be made as per prevailing market rate as on last day of every calendar month.

ARTICLE No. 35

OPERATION AND MAINTENANCE OF FUTURE GAS COMPRESSOR STATION

35.01 It is envisaged that the future GCS will be coming up within 2 years of completion of the GGS. Construction of the proposed GCS may be either taken up in-house or EPC or BOOT mode as decided by OIL. However, O & M of the GCS will have to be carried out by the same O&M contractor engaged for the GGS. The O & M services for the GCS will be as per mutually agreed rate, duration and other terms and conditions between OIL and the existing operator of GGS, to be determined later (nearer the completion time of the GCS). Other terms and conditions of the O&M service of the GGS shall prevail for the GCS also.

ARTICLE No. 36

OPERATION & MAINTENANCE OF THE PLANT DURING THE 10 YEARS MANDATORY CONTRACT PERIOD and DURING EXTENDED PERIOD

36.01 During the mandatory 10 years contractual O&M period of the GGS plant, COMPANY may dehire a part of the O&M services for OCS+ETP and WIS. "**Fixed O & M Cost"** & "**Variable O & M Cost"** shall be paid accordingly for the running facilities only, in case of such partial dehire of O&M service. However, contractor will get full monthly payment against "**Fixed Hire Charges towards capital investment"** as per quoted rate up to 10 years.

36.02 **Contract extension beyond 10 years:** If COMPANY decides to extend the contract beyond 10 years, the rates for 11th to 15th year (or any extended period till 15th year) will be discussed and mutually agreed upon before the completion of 10th year. During the extended operation period, COMPANY may advise the contractor to carry out O&M of the entire plant or a part of the plant which will be decided based on actual production level of oil+gas+formation water from the field and actual requirement of water injection nearer the completion of 10 years of operation of the GGS through this contract. Accordingly, revised monthly quantities for "**Variable O & M Cost"** will be finalized for the extended period.

Since at the end of the initial 10 (ten) years, the ownership of the installation will be transferred to OIL, hence "**Fixed Hire Charges towards capital investment"** will not be payable beyond this period. Only "**Fixed O & M Cost"** & "**Variable O & M Cost"** will be paid as per the agreed rate after the end of 10th year, if it is mutually agreed upon for extension of the Contract. Moreover, BOOT Contractor has to agree for other terms and conditions in line with the present contract.

ARTICLE No. 37

Project Specific Bank Account:

(a) After award of contract, the contractor in accordance with RBI's "Consolidated Circular on Opening of Current Accounts and CC/OD Accounts by Banks" ref: RBI/2022-23/27 Dated:19/04/2022 shall

i) Open a project specific **Current/CC/OD Account** (located in the vicinity where the project is executed) in case contractor has not availed any

credit facilities from the banking system till date or the contractor's aggregate exposure of the banking system is less than ₹5 Crore.

or

ii) Open a project specific **Current/CC/OD Account** (located in the vicinity where the project is executed) with any scheduled/nationalized banks with which it has CC/OD facility, provided that the bank has at least 10 per cent of the aggregate exposure of the banking system to the contractor. In case none of the lender banks has at least 10 per cent of the aggregate exposure, the project specific current account to be opened with the bank having the highest exposure among CC/OD providing banks.

or

iii) If the contractor is already having any existing account specifically opened against OIL existing project, the same can be treated for any other additional projects awarded to the contractor from OIL. Further, monetary limits to be maintained under the account will be treated cumulatively of all awarded projects from OIL.

(b) The contractor shall deposit an amount equal to 10% of the annualized contract value in the project specific bank account within 15 days from the date of issue of LOA. All payments against the contract shall be remitted to the project specific account. Any withdrawal from the deposited 10% value from this account shall be only after the first payment made by OIL (i.e. till first payment the minimum amount to be maintained in the account should be 10% of annualized contract value). At any point of time, the minimum balance after first remittance by OIL against invoice from the contractor shall remain 5% of the annualized contract value.

(c) The contractor will not be able to use this account for entering into any type of mortgage/loan/factoring arrangement with other financial institutions during the course of the contract execution with OIL without the written consent of OIL.

END OF VOLUME 1 PART-3 SECTION-III

&&&&&&&&&

HIRING OF SERVICES FOR A GGS (GROUP GATHERING STATION) CONSISTING OF AN OCS, ETP+STP AND WIS AT LAKWAGAON IN SIVASAGAR DISTRICT, ASSAM ON BUILD OWN, OPERATE & TRANSFER (BOOT) BASIS

BOOT TENDER

PROFORMAS

(Vol. I, Part 3, Section IV)

Tender No.: CPI2385P23

Prepared By:

KAVIN ENGINEERING AND SERVICES PRIVATE LIMITED COIMBATORE

VOLUME-I Part-3
SECTION - IV
PROFORMAS

PROFORMA #	PROFORMA TITLE
I	Bid Form
II	Statement of Non-Compliance
III	Authorization for Attending Bid Opening
IV	Format of Performance Bank Guarantee
V	Agreement Form
VI	Proforma of Letter of Authority
VII	Proforma for E-Remittance
VIII	Bank Guarantee towards PP-LC
IX	Commercial Check List
X	Undertaking towards submission of performance bank guarantee
XI	Declaration for entering into framework agreement
XII	Checklist for submission of bid
XIII	Details regarding income tax, PAN number, GST registration nos. including copies of registration certificates, ESI & PF registration (as applicable)
XIV	Format for acknowledgement & undertaking by bidder
XV	Proforma for submission of details of specific experience as called in “BEC criteria 3.0”
XVI	Format for pre-bid query submission to OIL

PROFORMA-I

BID FORM

To,
CGM (PROJECTS)
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Kind Attn.: GM (Projects-C&P)

Sub: TENDER No. xxxxxxxxxx

Gentlemen,

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

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

If our Bid is accepted, we will submit the Performance Security Deposit as specified in the tender document for the due performance of the Contract.

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

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

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

Dated this _____ day of _____ 2023.

Authorised Person's Signature: _____

Name: _____
Designation:_____

Seal of the Bidder:

PROFORMA-II

STATEMENT OF NON-COMPLIANCE

(Only exceptions/deviations to be rendered)

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

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

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

Authorised Person's Signature: _____

Name: _____
Designation:_____

Seal of the Bidder:

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

PROFORMA-III

AUTHORISATION FOR ATTENDING BID OPENING

Date: _____

To,
CGM (PROJECTS)
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Kind Attn.: GM (Projects-C&P)

Sir,

Sub : OIL's TENDER No. xxxxxxxxxx

We authorise Mr. /Mrs. _____ (Name and address) to be present at the time of opening of the above TENDER 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 competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder.

PROFORMA –IV

FORM OF PERFORMANCE BANK GUARANTEE

To,
CGM (PROJECTS)
OIL INDIA LIMITED
P.O. DULIAJAN-786602 Assam, India

Kind Attn.: GM (Projects-C&P)

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contact 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 (May incorporate the Bank Name) 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 arguments, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

This guarantee is valid until the _____day of _____ The details of the Issuing Bank and Controlling Bank are as under:
A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHNE NO:
IFSC CODE OF THE BANK:

B. Controlling Office: Address of the Controlling Office of the BG issuing Bank: Name of the Contract Person at the Controlling Office with Mobile No. and e-mail address: Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall is restricted up to Rs…….
b) This guarantee shall be valid till ……
c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ……(Date of Expiry of BG PLUS one year claim period).
d) At the end of the claim period that is on or after ……. (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank. Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE

GUARANTORS_____
Designation_____
Name of the Bank_____
Address _____

PROFORMA-V

AGREEMENT FORM

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

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

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

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

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

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

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
   (a) Section-I indicating the General Conditions of this Contract;
   (b) Section-II indicating the Terms of Reference;
   (c) Section-III indicating the Special Terms & Condition;
   (d) Section-IV indicating the Schedule of Payments

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–VI

PROFORMA OF LETTER OF AUTHORITY

To,
CGM (PROJECTS)
OIL INDIA LIMITED
P.O. DULIAJAN-786602 Assam, India

Kind Attn.: GM (Projects-C&P)

Sub: OIL's TENDER No. xxxxxxxxxx

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 hiring of services for _____.

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:

_____
Signature of Bidder with Official Seal

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

PROFORMA–VII

TO BE FILLED-UP/SUBMITTED BY THE VENDOR ON ITS LETTER HEAD FOR E-REMITTANCE]

Name:

FULL Address:

Phone Number:
Mobile Number:
E-mail address:
Fax Number:

Bank Account Number (in which the Bidder wants remittance against invoices):

Bank Name:
Branch:
Address of the Bank:
Bank Code:
IFSC/RTGS Code of the Bank:
NEFT Code of the Bank:
PAN Number:
GST Registration Number:

PROFORMA–VIII

PROFORMA OF BANK GUARANTEE TOWARDS PURCHASE PREFERENCE-LOCAL CONTENT

Ref. No. ----------Bank Guarantee No.----------dated:----------

To,
CGM (PROJECTS)
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Kind Attn.: GM (Projects-C&P)

Dear Sirs,

1. In consideration of ----------(hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a Contract No. dated (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s having its registered/head office at (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees for the faithful fulfilment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

2. We (name of the bank) registered under the laws of having head/ registered office at (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any/all money to the extent of Indian Rs. (in figures) (Indian Rupees (in words)) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, out liability under this Guarantee is limited to Indian Rs. (in figures) (Indian Rupees (in words)) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee).

10. Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

11. In witness whereof, the Bank through its authorized officer has set its hand and stamp on this ----------date of ----------2023 at ----------

WITNESS NO. 1

----------	----------
(Signature)	(Signature)
Full name and official address	Full name, designation and address
(in legible letters)	(in legible letters)
Stamp with Bank	

WITNESS NO. 2
Attorney as power of Attorney no.

Date:
(Signature)

Full name and official address (in legible letters) Stamp

PROFORMA-IX

COMMERCIAL CHECK LIST

Bidder's Name:_____

Tender No.: _____

This Questionnaire duly filled in should be returned along with each copy of Un- priced Bid.

Sl. No.	Description	Bidder's Confirmation
1.	Bidding structure	
2.	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST ……..%
6.	EMD: Whether Bid Securing Declaration submitted	
7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance upto 120 days from Bid Due Date/Date of opening of bids.	
9.	Whether Mobilization and Completion period of contract is complied?	
10.	Whether Integrity Pact Submitted (if applicable)?	
11.	Confirm that quoted prices shall remain firm and fixed until completion of the contract, except as otherwise mentioned in the bid document.	
12.	Confirm that documents required for claiming purchase preference against PP-LC (MII) policy has been submitted	

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered over- riding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature :

Name :

Designation :

Office Stamp:

PROFORMA-X

UNDERTAKING TOWARDS SUBMISSION OF PERFORMANCE BANK GUARANTEE

To,
CGM (PROJECTS)
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Kind Attn.: GM (Projects-C&P)

We, M/s..... will submit the Performance Security in favour of Oil India Limited, Duliajan in the form of bank guarantee for an amount and as per terms and conditions of Tender/Contract.

BG issuing bank details:-

Bank Branch IFS Code	
Contact Details E-mail Addresses	Mobile Telephone Fax
Correspondence Address H No/Street/City	State Country Pin Code

Declaration:

We will arrange to send the confirmation of issuance of the bank guarantee via SFMS portal through our bank using the details mentioned in the tender and hereby confirming the correctness of the details mentioned.

Authorized Signature:
Name: _____
Vendor Code: _____
Email ID: _____
Mobile No: _____

PROFORMA-XI

PROFORMA FOR ENTERING INTO FRAMEWORK AGREEMENT FOR A PERIOD OF 10 (TEN) YEARS EXTENDABLE TO ANOTHER 5 (FIVE) YEARS FROM THE COMMENCEMENT OF THE CONTRACT AWARDED AGAINST

TENDER NO. xxxxxxxxxx

(on the official pad of the bidder to be executed by the authorized signatory of the bidder)

Consent for entering into Framework Agreement:

Reference Bid Evaluation Criteria Clause on Framework Agreement, we confirm our acceptance to enter into a framework agreement for period 10 (TEN) YEARS EXTENDABLE TO ANOTHER 5 (FIVE) YEARS with Oil India Limited for 'HIRING BUILD OWN OPERATE (BOO) SERVICES FOR A GGS (GROUP GATHERING STATION) CONSISTING OF AN OCS, ETP+STP AND WIS AT LAKWAGAON IN SIVASAGAR, ASSAM.

Place: .....

Date: ..... Signature of the authorized signatory

PROFORMA-XII

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

Submitted ☐ Not Applicable ☐

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

Submitted ☐ Not Applicable ☐

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

Submitted ☐ Not Applicable ☐

(5.0) Present/ Concurrent Commitments as per ITB

Submitted ☐

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

Submitted ☐

(7.0) Commercial Details/ Documents specified in part – I: Commercial

Submitted ☐ Not Applicable ☐

(8.0) Technical Details/ Documents specified in part – II: Technical

Submitted ☐ Not Applicable ☐

(9.0) Blank copy (without price) of schedule of Price indicating "Quoted" duly signed and stamped on each page

Submitted ☐

(10.0) Copy of GST registration certificate

Submitted ☐

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

Submitted ☐

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

Submitted ☐ Not Applicable ☐

(13.0) Bid Security Declaration as per ITB/BEC

Submitted ☐ Not Applicable ☐

(14.0) Integrity pact duly signed and stamped

Submitted ☐

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

Submitted ☐

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

Submitted ☐

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

Submitted ☐

CONFIRM THE FOLLOWING:

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

YES ☐

(2.0) Confirm that that over-writings/corrections (if any) in the bid has been properly attested by the person signing the Tender

YES ☐

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

PROFORMA-XIII

DETAILS REGARDING INCOME TAX, PAN NUMBER, GST REGISTRATION NOS. INCLUDING COPIES OF REGISTRATION CERTIFICATES, ESI & PF REGISTRATION (AS APPLICABLE)

DETAILS OF P.F. & ESI REGISTRATION

Bidder to furnish details as under:

PF REGISTRATION NO. :
DISTRICT & STATE :
ESI NO. :
INCOME TAX :
PAN NUMBER :
GST REGISTRATION NOS. :

DECLARATION TO BE PROVIDED BY THE BIDDER

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 : _____

NOTE: BIDDER TO ANNEX COPIES OF ABOVE REGISTRATION CERTIFICATES

PROFORMA-XIV

FORMAT FOR ACKNOWLEGEMENT & UNDERTAKING BY BIDDER

(To be executed by the authorized signatory of the bidder on the official letter head of the bidder, signed, stamped, scanned and submitted online through tender portal)

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

Kind Attn.: GM (Projects-C&P)

We M/s._____ hereby acknowledge receipt of a complete set of Bidding Documents for _____.

M/s._____ confirm that all the instructions and terms and conditions of the tender document (Tender No. ____) as well as the instructions contained in the website https://etender.srm.oilindia.in/irj/portal are acceptable to us unconditionally.

Yours faithfully,

For (type name of the firm here)
Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

PROFORMA-XV

PROFORMA FOR SUBMISSION OF DETAILS OF SPECIFIC EXPERIENCE AS CALLED IN "BEC CRITERIA 3.0"

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:**

SL. NO.	SUBJECT	DETAILS	
2A.	Name of Work		
2B.	Details of Client/ Consultant	CLIENT	CONSULTANT
2B1	Name		
2B2	Postal Address		
2B3	Phone, Fax, e-mail	Phone_____ Fax _____ e-mail_____	Phone_____ Fax _____ e-mail_____
2C.	Work Details		
2C1	Basis of Execution		
2C2	Contract Value (exclusive of taxes)	Awarded - Executed -	
2C3	Time Schedule	Date of Award of Work - Time Schedule - Schedule Date of Completion - Actual Date of Completion - Reasons for delay, if any -	

3. **Submission of Documentary Evidence:**

Bidder to mention list wise Documentary Evidence submitted as per Notes to BEC Clause 3.0 (Technical Evaluation Criteria)

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

NOTE:

i) Bidder shall furnish the experience details as above only of those projects which they consider suitable for meeting the Qualification Criteria. OIL reserves the right not to evaluate any other project details. Details of more projects may be furnished in the same format, if desired.

ii) Bidder to note that non-submission of relevant supporting documents may lead to rejection of their bid. It shall be ensured that all relevant supporting documents are submitted along with their bid in the first instance itself. Evaluation may be completed based on the details so furnished without seeking any subsequent additional information.

SIGNATURE OF THE BIDDER : _____

NAME OF THE BIDDER : _____

COMPANY SEAL : _____

PROFORMA-XVI

FORMAT FOR PRE-BID QUERY SUBMISSION TO OIL

S.No.	Tender Document Reference in the query			Query	OIL's response
	Vol-I, II, III	Page No.	Clause no. or Drawing no.		
DISCIPLINE OF QUERY: (Choose from CONTRACTUAL CONDITION, MECHANICAL, ELECTRICAL, INSTRUMENTATION, CIVIL, PROCESS etc.)					

NAME OF COMPANY: ……

ADDRESS OF COMPANY:……

CONTACT PERSON TO WHOM REPLY NEED TO BE SENT:……

(With details of e-mail / telephone, Fax numbers)

End of VOLUME 1 PART-3 SECTION-IV PROFORMAS

**

HIRING OF SERVICES FOR A GGS (GROUP GATHERING STATION) CONSISTING OF AN OCS, ETP+STP AND WIS AT LAKWAGAON IN SIVASAGAR DISTRICT, ASSAM ON BUILD OWN, OPERATE & TRANSFER (BOOT) BASIS

BOOT TENDER

Tender No.: CPI2385P23

(Vol. I, Part 3, Section V)

FORMAT FOR PRICE BID & SCHEDULE OF PAYMENTS

Prepared By:

KAVIN ENGINEERING AND SERVICES PRIVATE LIMITED
COIMBATORE

VOLUME-I Part-3
SECTION - V
PRICE BID & SCHEDULE OF PAYMENTS (SOP)

Total quoted prices of the bidder for the intended 10 years BOOT basis services for the GGS at Lakwagaon, Sivasagar, Assam inclusive of all taxes, duties, liabilities excluding GST must be mentioned in the "Price Bid Format" i.e., Annexure N to BEC".

The quantities shown against each item in the "**Schedule of Payment-(Annexure N1 to BEC)"** are considered based on maximum envisaged quantities to be consumed over the 10 years contractual BOOT basis O&M period. However, Contractor will be paid based on the actual number of days/months/ quantities consumed against "Fixed O&M Charges" and "Variable O&M Charges", as the case may be.

1. MOBILIZATION CHARGES:

i. Mobilization charges shall be payable on lump sum basis on completion of Final Mobilization of each system viz; (i) WIS, (ii) OCS & ETP+STP as per Mobilization Clause 1.iii.a and 1.iii.b. This shall be paid against agreed successful commissioning of each system. First instalment will be paid on completion of final mobilization of WIS and second instalment will be paid on completion of Final Mobilization of OCS & ETP+STP.

ii. Mobilization Charges shall cover Mobilization charge is inclusive of all tools, equipment, spares, consumables, accessories and personnel required to start commercial operation of each three facilities (OCS, ETP+STP & WIS) including but not limited to travel expenses, in-transit accommodation charges, personal insurance etc. for Contractor's Personnel to reach the Company's designated Site on receipt of the mobilization notice from Company.

iii. Mobilization charge/cost will not be paid to the contractor for initial mobilization. Mobilization charges will be payable only when mobilization is completed as per Article-1 of SCC. The Mobilization charge shall not be more than 10% of the total contract value. In the event of the bidder quoting Mobilization charge above 10% of the total contract value, only 10% of the contract (BOOT) value will be paid after successful completion of the mobilization and the remaining amount will be paid by equally distributing to monthly Hire/ rental charges. Following are the strategies payment of Mobilization Charges:

   a. 2% against completion of final mobilization of WIS i.e successful commissioning of WIS as stated in Article-1 of SCC and the commercial operation of WIS

   b. 8% against completion of final mobilization of OCS & ETP+STP i.e successful commissioning of OCS & ETP+STP as stated in Article-1 of SCC, and ready to start the commercial operation of OCS & ETP+STP and integration of WIS with DCS, Electrical works, piping network etc.

iv. Mobilization charges cover all local and foreign cost to be incurred by the Contractor to mobilize the equipment to the appointed site and include all local and foreign taxes, port fees, ocean freight charges, inland transport, insurance, banking charges, customs duty etc.

v. OIL will only provide all necessary documents as required for Custom Clearance on receipt of request from the Contractor and all such request must be made by the Contractor well in advance so that the Company can make necessary arrangement for providing the documents in time without causing any delay for the Customs/Port Clearance.

Note:

NIL Customs Duty & Concessional GST Applicable for Projects in PEL/ PML Area 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 in connection with use in PEL/PML Areas for exploration purpose. The items eligible for NIL rates of Customs Duty and Concessional GST @ 12% are as applicable. As per Sl. No. 404 of Customs Notification No. 50/2017-Cus dated 30.06.2017, the goods required for petroleum operation for eligible areas, as mentioned in said notification, would attract 12% Customs Duty (BCD Nil & IGST @ 12%) subject to issuance of certificate from OIL to be produced to customs department..
All imports and import clearance under the contract including payment of Customs Duty either for items covered under above referred list 33 or otherwise shall be the responsibility of the bidder. OIL will not provide any other assistance in this regard.

Supply of goods to any project or purpose in respect of which the Ministry of Finance, by Notification No. 3/2017 (Union Territory/ Central/ Integrated) dated 28th June 2017, as amended from time to time, would attract concessional rate of GST (IGST or CGST & SGST/UTGST)@ 12%, subject to conditions specified therein. It shall be however, Contractor's responsibility to provide necessary documents as per the Government Policy to obtain EC from DGH.

Bidder can import goods without insisting on End User Certificates (EUC) from OIL.

The bidders will quote net price after taking into account the above as applicable and bids will be evaluated accordingly. The bidders are requested to check the latest position on the subject on their own and OIL shall not accept any liability, whatsoever, on this account.

The Owner (OIL)/ Contractor is entitled to get the benefit as per above notification and accordingly the bidders are advised to assess the requirement of any Imported Goods for the proposed project job. The Bidders are required to load the applicable Customs Duty in their quoted price on the basis of their assessment with the sole motive of quality and sustainability of the material to be used in the project job. However, the IGST on the imported goods will be on OIL's Account. In case after award of the tender, OIL arranges the Essentiality Certificate (EC), then the Customs Duty applicable at the time of clearance of the goods will be recovered from Bidder (contractor).
Note:

1. In case EC is not issued by OIL to contractor, no action is required from the contractor or from OIL
2. The payment of custom amount along with IGST and other cess payable during clearance of goods, will be borne by Contractor. Bill of Lading, Bill of Entry and other shipping documents shall be submitted to OIL at the time of Mobilization charge claim for adjustment of above recoveries or dues.

vi. Mobilization shall be deemed to be completed when the EPMC has agreed that all Contractor's Equipment including all materials are available at GGS facility duly ready for commencement of production/ operation and:

a) All necessary statutory clearances including but not limited to DGMS/ SPCB/ CGWA/ CTE/CTO/ CEA approval have been obtained;

and

b) All equipment is fully calibrated, tested and operational to the contractually specified standards; materials are substantiated by certification; safety and technical start up audits as certified by EPMC;

and

c) Contractor's equipment are hooked up and PGTR is successfully completed;

and

d) An acceptance certificate has been issued by the EPMC certifying the contractor is ready to commence the production/ operation.

and

e) Mobilization of manpower, tools and tackles and consumables and other conditions as mentioned in Article-1 of SCC are completed.

2. <u>TRANSFER CHARGE:</u>

i. In the event of expiry of Agreement Period due to expiry of 10 yrs O & M period, the Contractor agrees to transfer the GGS (excluding manpower & contractor's equipment/tools), free of any Encumbrance, without payment of any compensation from OIL, except for the token **transfer amount of INR 1/- (Indian Rupee One only**). The Contractor along with the Project Assets shall transfer all its rights and title attached with the Project Assets to OIL. Further, the Contractor shall hand over the entire assets to OIL in a good working conditions.

Note:
The contractor shall ensure following conditions for Transfer:

a) Transfer package shall consist one year O & M spares/ consumables and valid AMC with various OEMs for one year period.
b) Residual Life Assessment for critical equipment like Pressure Vessel/ Heat Exchangers, Tanks, critical pumps like Fire Water, Crude Dispatch, Water Injection, crude charge, piping network, as a minimum shall be carried out at the end of 9th year from commencement of operation by approved TPIA/ Residual Life Assessor and final certificates from TPIA/ Residual Life Assessor before expiry of 10th year; the cost for TPIA/ Residual Life Assessor and cost for correction actions (if any) including insulations/ painting shall be born by the Bidder/ contractor. Same has to be loaded in the Bid Contract value.
c) All operating data recorded during O & M period shall be transferred to OIL.

ii. The above transfer charge shall be payable one time on lump sum basis which include all charges towards demobilization of all personnel and contractor's

equipment/tools upon completion of the assignment of works under this contract to the satisfaction of Company Representative.

iii. OIL shall give minimum 2 months notice before contract/ extended contract completion to contractor to commence demobilization.

iv. Demobilization shall be completed by Contractor within 15 days of expiry/termination of the contract. Contractor will ensure that demobilization is completed within the aforesaid period. Contractor shall submit the list of personnel and Equipment/ Tools within 30 days from date of issue of notice by OIL for Company Representative's certification.

NOTE:
The Contractor is required to fulfill their obligation on Mobilization/ Demobilization of personnel upon receipt of appropriate notice from the Company.

3. MONTHLY FIXED HIRE/ RENTAL CHARGES TOWARDS RECOVERY ON FIXED CAPITAL INVESTMENT:

Fixed charges in every calendar month basis shall be paid to the contractor as per the charges quoted and finalized in SOR. Such monthly rates of each operating year will be used for arriving daily charges if required based on the calendar days of particular month.

The Bidder shall estimate the total investment required for the Project in accordance with the Bidding Documents and the scope of work required to be performed by the Contractor. For the above purpose, the Bidders may adopt the following guidelines:

a) total supply cost of equipment's for the Project;
b) cost of construction activities required to be performed for the Project in accordance with the Bidding Documents, for instance civil and structural, tankage, piping, electrical, mechanical, instrumentation etc.;
c) the engineering and project management component cost of the Project;
d) the financing costs envisaged to be incurred for undertaking construction activities of the Project up to the commissioning of the Project such as interest of own funds, loans etc.;
e) cost of water, power and other consumables required for the purpose of undertaking construction activities of the Project;
f) safety, security and maintaining site office for undertaking construction activities at the Project site;
g) labour cost for undertaking construction activities of the Project;
h) insurance costs towards undertaking construction activities of the Project;
i) cost towards compliances with statutory requirements as may be required for undertaking construction activities of the Project;
j) taxes required to be paid in relation to construction activities of the Project (Refer Article 17 of Agreement (Conditions of Contract) for details);
k) Contractor's profit and other factors if any.

Note: The above details are merely indicative and not exhaustive for the purpose of considering the investment cost of the Project. Bidders are required to do their own due diligence in this regard based on the information provided in the Bidding Documents and shall be responsible for considering all factors of such investment cost while submitting their Bids for the Project.

The Project investment cost calculated by Bidders independently shall be divided in to **equated monthly instalments** considering its required internal rate of return, such that pay back is completed during the 10 years operation period of the Project. The Bidders may offer such equated monthly instalments as monthly fixed charges towards return on fixed capital investment as per Schedule of Rates.

4. MONTHLY FIXED CHARGES TOWARDS O & M OF COMPLETE GGS FACILITIES.

The Bidders may consider the following factors in relation to assessing operating cost of the Project :

a) Total salary for the Operating & Maintenance staff required to carry out operations of the Project;

b) maintenance charges / spares / operation of stores/workshop as required for undertaking maintenance activities in relation to the Project.

c) cost towards license fee payable to OIL in relation to the Project site;

d) safety, security and maintaining site office for carrying out operations of the Project;

e) inventory carrying cost as may be required for undertaking maintenance activities in relation to the Project;

f) annual inspection, health study and implementation of any other audits, as required in accordance with the provisions of Bidding document and applicable laws;

g) schedule maintenance cost, breakdown maintenance cost, periodic painting cost, periodic grass cutting & housekeeping cost;

h) communication cost for carrying out operations of the Project;

i) insurance costs towards carrying out operations activities of the Project;

j) cost towards compliances with statutory requirements in relation to operations of the Project;

k) taxes required to be paid for carrying out O & M of the Project

l) Contractor's profit and other factors if any.

Note: The above details are merely indicative and not exhaustive for the purpose of considering operating cost of the Project. Bidders are required to do their own due diligence in this regard based on the information provided in the Bidding Documents and shall be responsible for considering all factors of Project's operating cost while submitting their Bids for the Project.

5. MONTHLY VARIABLE CHARGES TOWARDS O & M OF COMPLETE GGS FACILITIES.

The Bidders may consider the following factors for the purpose of assessing the operation and maintenance cost of the Project:

a) cost of consumables and utilities other than Raw Water and Power for operations of the Project;
b) Taxes required to be paid for carrying out O & M related activities of the Project
c) Contractor's profit and other factors if any.

Note: The above details are merely indicative and not exhaustive for the purpose of considering maintenance cost of the Project. Bidders are required to do their own due diligence in this regard based on the information provided in the Bidding Documents and shall be responsible for considering all factors of Project's maintenance cost while submitting their Bids for the Project.

6. EXTENSION OF O & M.

In the event of expiry of term of the proposed 10 years contract, OIL may wish to avail the operation and maintenance services of the Contractor for further period, OIL will make payment as per mutually agreed rates (Fixed O & M and Variable O & M charges) for such additional operation and maintenance period and parties will execute the new / extended contract for such additional operation and maintenance activities. Fixed Hire charges will not be paid after expiry of 10 years contract. OIL will confirm the quantity to be processed at the time of framing new O & M schedule of rate & payments.

7. The amounts quoted by the Bidder in the Price Bid shall be inclusive of all taxes and duties other than GST. NPV shall be calculated without considering GST component.

8. PRICE ADJUSTMENT :

For prices offered in SOR, the Contractor shall be eligible for price variation as per the following Table for the entire duration of 10 years:

PARAMETER (INPUT DEFINITION)	OUTPUT DEFINITION / SET RANGE	PRICE ADJUSTMENT
OCS+ETP		
Input/ supplied quantity is A =500 to 2000 KLPD gross liquid	Output set is A=500 to 2000 KLPD (Treated crude oil + Treated water)	Scenario-1- If **there is no loss/ shortage** between OIL supplied gross liquid (i.e; oil +water) qty at inlet of OCS and Contractor Processed output oil +water qty. Fixed Hire charge shall be paid for 2000 KLPD; O & M Fixed charge shall be paid for 2000 KLPD; O&M variable charge shall be paid for actual supplied & processed qty for the range set Scenario-2- If **there is loss/ shortage** between OIL supplied gross liquid (i.e; oil +water) qty at inlet of OCS and Contractor Processed output oil +water qty Deduction on Fixed Hire charge = Quoted Fixed Hire

		charges per KL * (OIL supplied qty – Contractor processed(output) qty) Deduction on Fixed O & M charge = Quoted Fixed O & M charges per KL * (OIL supplied qty – Contractor processed(output) qty) Deduction on Variable O & M charge = Quoted Variable O & M charges per KL * (OIL supplied qty – Contractor processed(output) qty) NOTE: If the loss/shortage is made up in subsequent days, then the above deducted amount shall be paid back subject to reconciliation of qty.
If the gross inlet liquid quantity available is greater than 250 KLPD less than 500 KLPD	Contractor shall run only one train.	Fixed Hire charge shall be paid for 2000 KLPD; O & M Fixed charge shall be paid for 2000 KLPD; O&M variable charges shall be paid for actual supplied & processed qty for the range set.

If the gross inlet liquid quantity available is less than 250 KLPD	OIL and contractor will mutually agree for continuation of operation/ suspension of operation	**For Continuation of Operation**: Fixed Hire charge shall be paid for 2000 KLPD; O & M Fixed charge shall be paid for 2000 KLPD; O&M variable charges shall be paid for actual supplied & processed qty for the range set. **For Suspension**: Fixed Hire charge shall be paid for 2000 KLPD; O & M Fixed charge shall be paid for 2000 KLPD up to 7 days in case of continued suspension, O&M variable charges shall not be paid.
WIS		

Treated Water ± 1000 KLPD	Injected water quantity of 1500 KLPD shall be made up by adding water drawn from Deep Borewell	**Scenario-1-** **In case of shortage in injected qty (1500 KLPD)**: Deduction on Fixed Hire charge per KL = Quoted Fixed Hire charges per KL injection – Contractor actual injected cost per KL Deduction on Fixed O & M charge = Quoted Fixed O & M charges per KL * (charges for Installed capacity of 1500 KLPD – Contractor injected water qty) Deduction on Variable O & M charge = Quoted Variable O & M charges per KL * (Installed capacity of 1500 KLPD – Contractor injected water qty in KLPD) **Scenario-2-** **In case of Injection wells capacity is less than the proposed injection qty (1500 KLPD)**: Fixed Hire charge shall be paid for 1500 KLPD; O & M Fixed charge shall be paid for 1500 KLPD; Deduction on Variable O & M charge = Quoted Variable O & M charges per KL * (Installed capacity of 1500 KLPD – Contractor injected water qty in KLPD)

GENERAL

Use of fuel gas in process equipment and ancillary systems like gensets of the GGS Lakwagaon will be allowed without any charges. However, if contractor wishes to utilize fuel gas for other purposes like canteen/kitchen establishment etc.,		Charges will be made as per prevailing market rate as on last day of every calendar month.

installed within the GGS battery limit exclusively for the GGS operational support purposes, OIL may allow to use the gas on chargeable basis.		
Off-spec crude / Treated water	Refer outlet condition clause 8.0 of TOR and SOW	**Off spec crude:** Not allowed to dispatch off spec crude to MTF till ullage is available in crude storage tanks. Contractor to recirculate the off-spec crude to meet desired 0.2 vol % BS&W. In case of insufficient ullage in the tank, off spec crude oil will be allowed to dispatch to MTF with applicable penalty (For penalty details, please refer Article-14 of SCC) **Treated water (TW):** Treated water at outlet of ETP is not meeting desired parameter as mentioned in Clause No. 8.0.c under TOR, to reprocess TW to achieve the requisite quality.

Formula for calculations:

C = Quoted Variable cost per KL * (OIL supplied qty – Contractor processed(output) qty

Quoted Fixed Hire charges per KL for OCS+ETP = Total Hire charges per year ÷ (2000KLPD*365 days)

9. DAILY RENTAL CHARGES FOR GGS FACILITY SERVICE EQUIPMENT & TOOLS:

a) If Contractor's equipment is defect free, ready to undertake operation and waiting for the gross liquid at inlet manifold, the compensation shall be as follows:
(Monthly Fixed O & M charges ÷ no. of days in the particular calendar month) x no. of idle days

10. Preventive and Breakdown Maintenance:

Contractor with permission from the company representative may take prior permission and approval for carrying out maintenance equipment without well downtime. This shall however not infringe the basic essence of the Scope of service of the contract.

Preventive Maintenance:

Total plant shut down for carrying out Preventive Maintenance is not allowed. Preventive maintenance shall be planned equipment wise/OCS separation train wise/sub-system wise once in 2 years . Any train can be shut down for preventive maintenance at a stretch for not

more than 7 days and cumulative turn around period for all equipment and trains shall be maximum 30 days per two years block. No carry over days to subsequent year is allowed.

Breakdown Maintenance:

BOO Contractor shall ensure that all equipment, instruments, trains, systems and sub-systems are in operating conditions 24*7 excluding the equipment/ instruments /trains/systems/sub-systems which is/are under scheduled preventive maintenance (if any). For minor breakdown maintenance of an equipment/instruments /trains/systems/sub-system, no penalty will be applicable up to 24 hrs, and for major break-down maintenance, no penalty will be applicable up to 120 hrs, provided the stand-by equipment/instruments /trains/systems/sub-system is available for operation. Beyond the above stipulated breakdown hours, if the standby equipment is found to be in non-operating conditions concurrently, penalty will be applicable from zero hrs of such break-down.

11. ZERO RATE:

Notwithstanding any provision in this Contract, no charges shall be payable for the period, when the job or activity assigned to the Contractor is halted due to break-down of Contractor's tools/equipment, non-availability of key personnel or for any other reason whatsoever attributable to the Contractor and applicable penalty shall be imposed as per in Article-14 of SCC

CONSUMABLES:

The Contractor has to provide all the requisite consumables at no extra cost.

12. FORCE MAJEURE:

i. Force Majeure conditions are defined in Article-31 of SCC.

ii. The Force Majeure Rate shall be payable during the first 15 days period of force majeure situation. No payment shall accrue to the Contractor beyond the first 15 days period unless mutually agreed upon. Also no clubbing of different Force Majeure is permitted such Force Majeure situations are less than 15 days.

Annexure -N to BEC

PRICE BID FORMAT

Tender No. & Date :.....

Name of the Bidder **:** .....

Address of the Bidder :.....
.....

The total quoted price for "Hiring of services for a GGS (GROUP GATHERING STATION) consisting of an OCS, ETP+STP AND WIS at Lakwagaon in Sivasagar District, Assam on Build Own, Operate & Transfer (BOOT) basis for period of ten (10) years" is INR..... (In words Rupees .....) inclusive of all liabilities and taxes including statutory liabilities but excluding GST.

GST Rate in % (Bidder to mention): .....

Note to Price Bid (Annexure -N to BEC):

1. The above quoted price is inclusive of all the scope of works mentioned in this tender as well as all liabilities, taxes and duties but excluding GST.
2. If there is any discrepancy between words and figures, the amount in words shall prevail and will be adopted for evaluation.
3. Price Bids will be evaluated on overall lowest cost basis (L-1 offer) and contract will be awarded to L-1 Bidder.
4. The price quoted by the successful bidder must remain firm during the entire duration of the contract. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.
5. The Total Quoted Price of the successful bidder shall be spread over each **SOP item no**. mentioned in **Schedule of Payment (Annexure N1 to BEC)** as per weightage mentioned in **Schedule of Payment** after award of contract in agreement with OIL.
6. All **Milestone Payments** (a. Mobilization charges and b. Transfer charge/cost), all **Monthly Payments** (a. Fixed Hire Charges towards capital investment, b. Fixed O & M cost and c. Variable O & M cost) shall be disbursed to successful L-1 bidder/contractor after award of contract as per **SCHEDULE OF PAYMENTS.**

Signature of Authorized Signatory

Name:
Designation:
Phone No.:
Place:
Date:
(Affix Seal of the Organization here, if applicable)

Annexure -N1 to BEC

VOLUME-I* Part-3 *Sec-V

SCHEDULE OF PAYMENT						
SOP Line Item No.	**Description of Service**	**UOM**	**Qty. (A)**	**Unit Rate (Rs.) (B)**	**Total Amount (Rs.) (C=AXB =(Total Contract Value-1) X D)**	**Max Wt % (*) (D)**
1	**Mobilization charges for GGS**					
1a	Mobilization charges for WIS (2% of Total Contract Cost for 10 years including O&M)	LS	1			2.000%
1b	Mobilization charges for OCS & ETP+STP (8 % of Total Contract Cost for 10 years including O&M)	LS	1			8.000%
2	**WIS system Hire charges and O&M charge, all-inclusive for Interim Period (This rate will be payable until commissioning of OCS & ETP+STP, as WIS will be commissioned before OCS & ETP)**					
2a	Fixed Hire Charges towards capital investment	PM	12			0.360%
2b	Fixed O & M cost	PM	12			0.285%
2c	Variable O & M cost	KL	547500			0.043%
3	**Entire GGS (OCS+ETP+WIS) Hire charges and O&M charge, all inclusive-1st yr**					
3a	**Fixed Hire Charges towards capital investment -1**styr					
3a.1	Hire Charges - OCS+ETP	PM	12			6.167%
3a.2	Hire Charges - WIS	PM	12			0.394%
3b	**Fixed O & M cost -1styr**					
3b.1	Fixed cost for OCS+ETP	PM	12			1.240%
3b.2	Fixed cost for WIS	PM	12			0.079%
3c	**Variable O & M cost - 1**styr					
3c.1	Variable cost for O & M for OCS+ETP	KL	730000			0.652%
3c.2	Variable cost for O & M for WIS	KL	547500			0.042%
4	**Entire GGS (OCS+ETP+WIS) Hire charges and O&M charge, all inclusive--2nd yr**					
4a	**Fixed Hire Charges towards capital investment -2nd yr**					

4a.1	Hire Charges - OCS+ETP	PM	12			6.167%
4a.2	Hire Charges - WIS	PM	12			0.394%
4b	**Fixed O & M cost -2nd yr**					
4b.1	Fixed cost for OCS+ETP	PM	12			1.256%
4b.2	Fixed cost for WIS	PM	12			0.080%
4c	**Variable O & M cost - 2nd yr**					
4c.1	Variable cost for O & M for OCS+ETP	KL	730000			0.696%
4c.2	Variable cost for O & M for WIS	KL	547500			0.045%
5	**Entire GGS (OCS+ETP+WIS) Hire charges and O&M charge, all inclusive-3rd yr**					
5a	**Fixed Hire Charges towards capital investment -3rd yr**					
5a.1	Hire Charges - OCS+ETP	PM	12			6.167%
5a.2	Hire Charges - WIS	PM	12			0.394%
5b	**Fixed O & M cost -3rd yr**					
5b.1	Fixed cost for OCS+ETP	PM	12			1.275%
5b.2	Fixed cost for WIS	PM	12			0.081%
5c	**Variable O & M cost - 3rd yr**					
5c.1	Variable cost for O & M for OCS+ETP	KL	730000			0.745%
5c.2	Variable cost for O & M for WIS	KL	547500			0.048%
6	**Entire GGS (OCS+ETP+WIS) Hire charges and O&M charge, all inclusive-4th yr**					
6a	**Fixed Hire Charges towards capital investment -4th yr**					
6a.1	Hire Charges - OCS+ETP	PM	12			6.167%
6a.2	Hire Charges - WIS	PM	12			0.394%
6b	**Fixed O & M cost -4th yr**					
6b.1	Fixed cost for OCS+ETP	PM	12			1.294%
6b.2	Fixed cost for WIS	PM	12			0.083%
6c	**Variable O & M cost - 4th yr**					

6c.1	Variable cost for O & M for OCS+ETP	KL	730000			0.796%
6c.2	Variable cost for O & M for WIS	KL	547500			0.051%
7	**Entire GGS (OCS+ETP+WIS) Hire charges and O&M charge, all inclusive-5th yr**					
7a	**Fixed Hire Charges towards capital investment -5**thyr					
7a.1	Hire Charges - OCS+ETP	PM	12			6.167%
7a.2	Hire Charges - WIS	PM	12			0.394%
7b	**Fixed O & M cost -5**thyr					
7b.1	Fixed cost for OCS+ETP	PM	12			1.315%
7b.2	Fixed cost for WIS	PM	12			0.084%
7c	**Variable O & M cost - 5**thyr					
7c.1	Variable cost for O & M for OCS+ETP	KL	730000			0.851%
7c.2	Variable cost for O & M for WIS	KL	547500			0.054%
8	**Entire GGS (OCS+ETP+WIS) Hire charges and O&M charge, all inclusive-6th yr**					
8a	**Fixed Hire Charges towards capital investment -6**thyr					
8a.1	Hire Charges - OCS+ETP	PM	12			6.167%
8a.2	Hire Charges - WIS	PM	12			0.394%
8b	**Fixed O & M cost -6th yr**					
8b.1	Fixed cost for OCS+ETP	PM	12			1.338%
8b.2	Fixed cost for WIS	PM	12			0.085%
8c	**Variable O & M cost - 6th yr**					
8c.1	Variable cost for O & M for OCS+ETP	KL	730000			0.909%
8c.2	Variable cost for O & M for WIS	KL	547500			0.058%
9	**Entire GGS (OCS+ETP+WIS) Hire charges and O&M charge, all inclusive-7th yr**					
9a	**Fixed Hire Charges towards capital investment -7**thyr					
9a.1	Hire Charges - OCS+ETP	PM	12			6.166%
9a.2	Hire Charges - WIS	PM	12			0.393%
9b	**Fixed O & M cost -7**thyr					
9b.1	Fixed cost for OCS+ETP	PM	12			1.362%

9b.2	Fixed cost for WIS	PM	12			0.087%
9c	**Variable O & M cost - 7thyr**					
9c.1	Variable cost for O & M for OCS+ETP	KL	730000			0.972%
9c.2	Variable cost for O & M for WIS	KL	547500			0.062%
10	**Entire GGS (OCS+ETP+WIS) Hire charges and O&M charge, all inclusive-8th yr**					
10a	**Fixed Hire Charges towards capital investment -8thyr**					
10a.1	Hire Charges - OCS+ETP	PM	12			6.167%
10a.2	Hire Charges - WIS	PM	12			0.394%
10b	**Fixed O & M cost -8thyr**					
10b.1	Fixed cost for OCS+ETP	PM	12			1.387%
10b.2	Fixed cost for WIS	PM	12			0.089%
10c	**Variable O & M cost - 8thyr**					
10c.1	Variable cost for O & M for OCS+ETP	KL	730000			1.039%
10c.2	Variable cost for O & M for WIS	KL	547500			0.066%
11	**Entire GGS (OCS+ETP+WIS) Hire charges and O&M charge, all inclusive-9th yr**					
11a	**Fixed Hire Charges towards capital investment -9thyr**					
11a.1	Hire Charges - OCS+ETP	PM	12			6.167%
11a.2	Hire Charges - WIS	PM	12			0.394%
11b	**Fixed O & M cost -9thyr**					
11b.1	Fixed cost for OCS+ETP	PM	12			1.415%
11b.2	Fixed cost for WIS	PM	12			0.090%
11c	**Variable cost for O & M-9thyr**					
11c.1	Variable cost for O & M for OCS+ETP	KL	730000			1.110%
11c.2	Variable cost for O & M for WIS	KL	547500			0.071%

12	**Entire GGS (OCS+ETP+WIS) Hire charges and O&M charge, all inclusive-10th yr**					
12a	**Fixed Hire Charges towards capital investment -10thyr**					
12a.1	Hire Charges - OCS+ETP	PM	12			6.166%

12a.2	Hire Charges - WIS	PM	12			0.394%
12b	**Fixed O & M cost -10thyr**					
12b.1	Fixed cost for OCS+ETP	PM	12			1.444%
12b.2	Fixed cost for WIS	PM	12			0.092%
12c	**Variable O & M cost - 10thyr**					
12c.1	Variable cost for O & M for OCS+ETP	KL	730000			1.186%
12c.2	Variable cost for O & M for WIS	KL	547500			0.076%
13	**Transfer charge/ cost**	**LS**	**1**	**₹1**	**₹1**	0.000%
	TOTAL CONTRACT VALUE inclusive of all liabilities, taxes and duties but excluding GST					**100.000%**
LS= LUMPSUM		PM=PER MONTH			KL=KILO LITERS	
(*)	in terms of Total Contract (BOOT) value					
Notes:						
Line item 2 is for WIS which includes Hire charges , O & M charges, all other charges for the initial estimated period of 8-12 months since the WIS will be installed/ commissioned well ahead of OCS & ETP (during which period, other utility packages like gas gensets, water, electricity may not be available). As soon as the entire plant including WIS become operational, Line item 2 will cease to exist and payment will be started as per Line item 3 a,b,c and so on. for the entire plant.						
If COMPANY decides to extend the contract beyond 10th year, the rates for 11th to 15th year (or any extended period till 15th year) will be discussed and mutually agreed upon before the completion of 10th year. In this case of further extension, Hire/Rental charges will not be paid; only Fixed & Variable costs for O & M will be paid as per the agreed rate at the end of 10th year. Accordingly BOOT Contractor has to agree for other terms and conditions in line with the present contract.						

For (*type name of the firm here*)

Signature of Authorized Signatory

Name:
Designation:
Phone No.
Place:
Date:
(Affix Seal of the Organization here, if applicable)

END OF VOLUME 1 PART-3 SECTION-V

&&&&&&&&

HIRING OF SERVICES FOR A GGS (GROUP GATHERING STATION) CONSISTING OF AN OCS, ETP+STP AND WIS AT LAKWAGAON IN SIVASAGAR DISTRICT, ASSAM ON BUILD OWN, OPERATE & TRANSFER (BOOT) BASIS

BOOT TENDER
(SAFETY MEASURES)

(Vol. I, Part 3, Section VI)

Tender No.: CPI2385P23

Prepared By:

KAVIN ENGINEERING AND SERVICES PRIVATE LIMITED COIMBATORE

VOLUME-I Part-3
SECTION - VI
SAFETY MEASURES

(To be to be submitted on official letter head)

To,
CGM (PROJECTS)
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

SUB: SAFETY MEASURES

Description of service: IFB No. ……for 'HIRING OF SERVICES OF A GGS (GROUP GATHERING STATION) CONSISTING OF AN OCS, ETP+STP AND WIS AT LAKWAGAON IN SIVASGAR DISTRICT ON BUILD, OWN, OPERATE & TRANSFER (BOOT) BASIS for a period of 10 (Ten) years from the date of commissioning of the GGS & extendable for another 5 (Five) years with a provision to enter into Framework Agreement'.

Sir,

We hereby confirm that we have fully understood the safety measures to be

adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

a. Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b. The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:

   i. ----------

   ii. ----------

   iii. ----------

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

c. Due notice would be given for any change of personnel under item(b) above.

d. We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e. We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f. All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

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

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub- contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.

2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them.

4. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.

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

6. It will be entirely the responsibility of the Contractor/ his Supervisor/ representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer /Engineer/Official/ Supervisor/ Junior Engineer for safe operation.

7. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

8. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

9. The contractor shall have to report all incidents including near miss to Installation Manager/departmental representative of the concerned department of OIL.

10. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

11. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.

12. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

13. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.

14. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.

15. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.

16. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/pertaining to Health, Safety and Environment.

Yours Faithfully

FOR & ON BEHALF OF CONTRACTOR

M/s

Date

(Seal)

HIRING OF SERVICES FOR A GGS (GROUP GATHERING STATION) CONSISTING OF AN OCS, ETP+STP AND WIS AT LAKWAGAON IN SIVASAGAR DISTRICT, ASSAM ON BUILD OWN, OPERATE & TRANSFER (BOOT) BASIS

BOOT TENDER

INTEGRITY PACT

Tender No.: CPI2385P23

(Vol. I, Part 3, Section VII)

Prepared By:

KAVIN ENGINEERING AND SERVICES PRIVATE LIMITED COIMBATORE

VOLUME-I PART – 3 SECTION-VII

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 for **HIRING OF SERVICES FOR A GGS (GROUP GATHERING STATION) CONSISTING OF AN OCS, ETP+STP AND WIS AT LAKWAGAON IN SIVASAGAR, ASSAM, BUILD OWN OPERATE & TRANSFER (BOOT) BASIS** for a period of 10 (Ten) years from the date of successful commissioning with provision for extension by another 5 (Five) years. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 - Commitments of the Principal

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

   (i) 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.

   (ii) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

   (iii) 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 the Chief Vigilance Officers 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.

   i. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender

process or the execution of the contract or to any third person any material or immaterial benefit which h e/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

iii. The Bidder (s) / Contractor (s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder (s) / Contractor (s) 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.

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

v. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

vi. The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.

vii. Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;

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 2such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bid der/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing

before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence, no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract or as mentioned in Section 9- Pact Duration whichever is later. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.

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

Section 5 -Previous transgression

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

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

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

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

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its subcontractors/sub-vendors.

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

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

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

Section: 8 -External Independent Monitor/Monitors

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

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

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

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

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

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

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

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

9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

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. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

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

3. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.

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

5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

…….. **For the Principal** Date: Place	…….. **For the Bidder/ contractor** Witness 1: ..... Witness 2: .....

END OF VOLUME-1 PART – 3 SECTION-VII

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