



**Report ID:** GEM/GARPTS/14062021/ZLJ0PWLOT4YV

**Report Name:** Engineering, Procurement, Fabrication, Supply, Transportation, Installation/ Erection and Commissioning Assistance of Modular Electric Heaters at Field Gas Gathering Station (FGGS) Baghjan, in Upper Assam

**Generated By:** Harish Vishwanath Shindagi , OIL INDIA Limited , Ministry of Petroleum and Natural Gas

**Generated On:** 14/06/2021

**Valid till:** 14/07/2021

### **GeM Availability Report and Past Transaction Summary**

GeM Availability Report and past transaction summary report is generated based on the specifications searched by the Buyer. The specification may be modified appropriately for searching relevant categories on GeM. Buyer may navigate to GeM category page by clicking on the category link to view category specifications and products/services available in the category.

*Order Count and Order Value displayed is on a cumulative basis since GeM inception.*

**1. Search String: Engineering, Procurement, Fabrication, Supply, Transportation, Installation/ Erection and Commissioning Assistance of Modular Electric Heaters at Field Gas Gathering Station (FGGS) Baghjan, in Upper Assam.**

Search type: Product

Search Result: Category not available on GeM for the text string searched by the buyer.

This is a one-time requirement hence new category creation is not proposed / or requirement is recurring but request for new category creation will be submitted separately post generation of GeMARPTS.

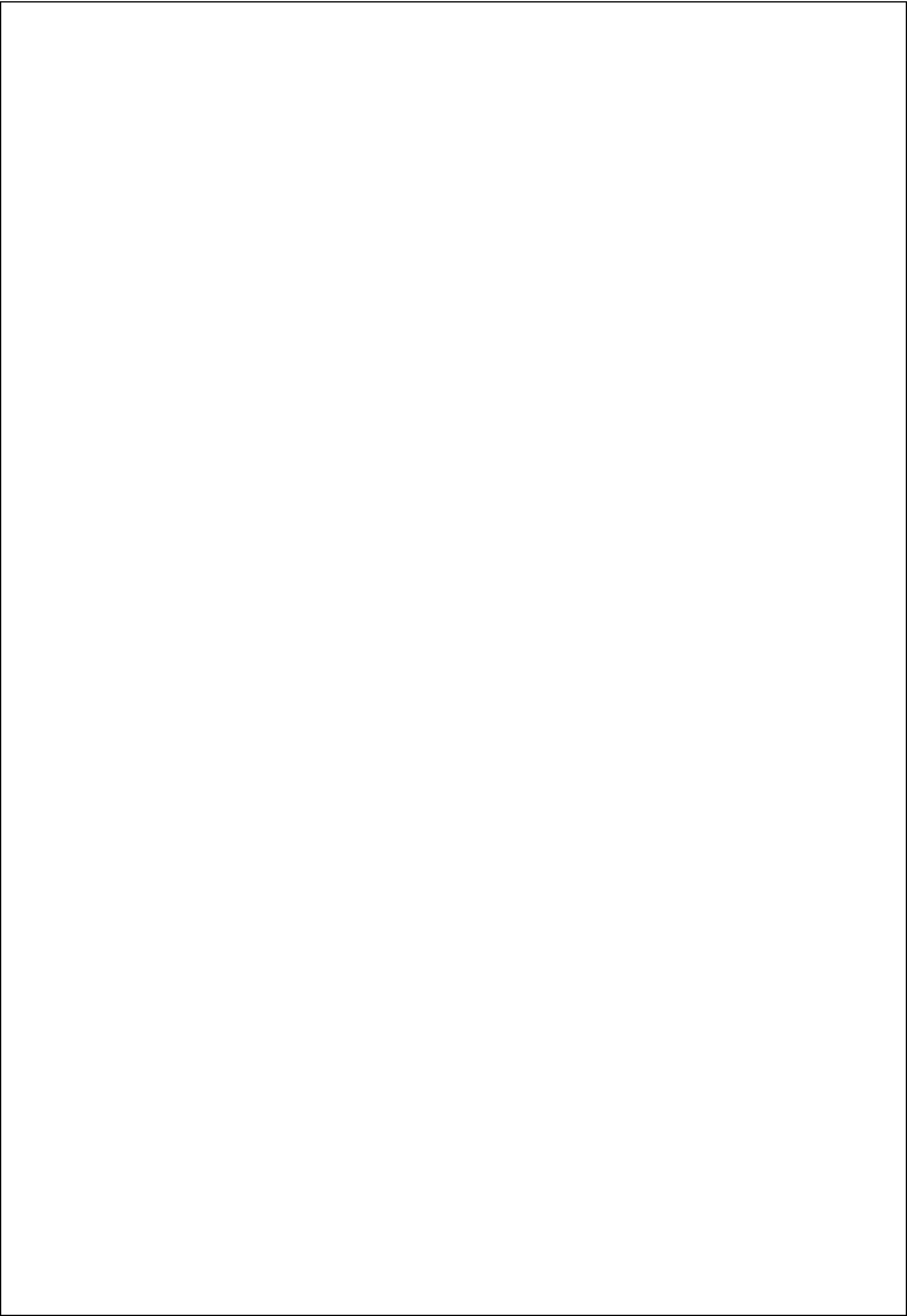
**OVERALL CONTENT**

SL.No.	VOLUME	DESCRIPTION
1	VOLUME I	COMMERCIAL
2	VOLUME II	TECHNICAL

**VOLUME – I**  
**COMMERCIAL**

**GENERAL**

**INFORMATION FOR BID**





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

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

### **FORWARDING LETTER**

M/s \_\_\_\_\_

**Sub: IFB No CPI7204P22 for Engineering, Procurement, Fabrication, Supply, Transportation, Installation/ Erection and Commissioning Assistance of Modular Electric Heaters at Field Gas Gathering Station (FGGS) Baghjan, in Upper Assam.**

Dear Sirs,

1. 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. OIL INDIA LIMITED proposes to construct a Field Gas Gathering Station (FGGS) at Baghjan, Assam. The installations are to be constructed on Modular basis with standard sizes of modules as per Design Basis, Scope of Work and Functional specifications.
3. In this connection, OIL invites National Competitive Bids (NCB) from competent and experienced Bidders through OIL's e-procurement site for Engineering, Procurement, Fabrication, Supply, Transportation, Erection and Commissioning of Modular Electric Heaters, at Field Gas Gathering Station (FGGS) Baghjan, Assam. One complete set of Bid Document covering OIL's IFB CPI7204P22 for Engineering, Procurement, Fabrication, Supply, Transportation, Erection and Commissioning of Modular Electric Heater packages, at Field Gas Gathering Station (FGGS) Baghjan is uploaded in OIL's e-procurement portal. Bidders are invited to submit the most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No./E-Tender No.	:	CPI7204P22
(ii)	Type of Bid	:	<b>Open Indigenous E-Tender, Single Stage Two Bid System</b>
(iii)	Bid Closing Date & Time	:	15.07.2021 at 11.00 Hours (IST)
(iv)	Technical Bid Opening Date & Time	:	15.07.2021 at 12.30 Hours (IST)
(v)	Price Bid Opening Date & Time	:	To be intimated to the Technically & Commercially acceptable bidders at a later date.

(vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-Procurement Portal.
(vii)	Bid Opening Place	:	Office of CGM-Projects Projects Department, Oil India Limited, Duliajan-786602, Assam, India.
(viii)	Bid Validity	:	Minimum <b>120 (One Hundred Twenty)</b> days from Original 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.
(ix)	Bid Security/EMD Amount	:	Not applicable.
(x)	Bid Security/EMD Validity	:	Not applicable
(xi)	GeM Availability Report and Past Transaction Summary	:	GEM/GARPTS/14062021/ZLJ0PWOT4YV Generated on 14.06.2021
(xii)	Original Bid documents to be submitted	:	Office of CGM-PROJECTS PROJECTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786602, INDIA
(xiii)	Amount of Performance Security	:	3% of Contract value.  <b>Refer Clause No. 23.0</b> of Instruction to Bidder (ITB)
(xiv)	Validity of Performance Security	:	90 (Ninety) days beyond the contract period.
(xv)	Duration of the Contract	:	10 (Ten) months from the date of issue of LOA
(xvi)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	:	<b>Refer Clause No. 30.0</b> of General Conditions of Contract (GCC)
(xvii)	Bids to be addressed to	:	CGM-PROJECTS (HoD), PROJECTS DEPARTMENT,

			OIL INDIA LIMITED, DULIAJAN, ASSAM-786602, INDIA
(xviii)	Pre-Bid conference	:	Not Applicable
(ix)	Last Date of receipt of Queries	:	07.07.2021

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

**3.1** 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.

**3.2** 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.



**3.2.1** 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>.

**3.2.2** 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.

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

**3.4** The link to OIL's E-Procurement Portal has been provided through OIL's web site ([www.oil-india.com](http://www.oil-india.com)).

**4.0** 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 **12.30 PM (IST) (Server Time)** at the office of the CGM-Projects (HoD) in presence of the authorized representatives of the bidders.

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

**6.0** (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.

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

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

**8.1** 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.

**8.2** 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.

**8.3** 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.

**8.4** 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.

**8.5** 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.

**8.6** 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.

**8.7** 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.

## **9.0 SCREEN SHOTS**

The screenshot displays the 'RFX Response' interface for a specific response number (60037504). The top navigation bar includes tabs for 'RFX Information', 'Items', 'Notes and Attachments', 'Conditions', 'Summary', and 'Tracking'. The 'Notes and Attachments' tab is selected, showing a list of notes and attachments. A red arrow points from the 'Notes and Attachments' tab to a callout box that says: 'Go to this Tab “Notes and Attachments” for Uploading “Price Bid”'. Another red arrow points from the 'Technical Attachments' section to a callout box that says: 'Go to this Tab “Technical Attachment” for Uploading “Technical Bid”'. The 'Technical Attachments' section shows a table with columns for 'cFolder Name', 'Category', and 'Description'. The table is currently empty, with a message: 'The table does not contain any data'.

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.

**10.0 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 screenshot shows the 'Create RFx Response' form. At the top, there are buttons: Submit, Read Only, Print Preview, Check, Technical RFx Response, and Close. Below these, the RFx Response Number is 60038748 and the RFx Number is blank. The RFx Owner is BHARALI and the Total Value is 0.00 INR. The form has tabs for RFx Information, Items, and Notes and Attachments. Under RFx Information, there are sub-tabs: Basic Data, Questions, and Technical Attachments. The Event Parameters section includes a Currency dropdown set to Indian Rupee, a Detailed Price Information dropdown set to No Price, and a Terms of Payment field. The Total Bid Value field is highlighted with a red box. Annotations with callouts point to the Currency dropdown, the Detailed Price Information dropdown, and the Total Bid Value field.

Bidder to select the currency of the Response

“Total Bid Value” is mandatory in “No Price” RFx only

“Total Bid Value” considering all the taxes & duties.

The “Total Bid Value” as entered by the Bidder in the on-line form will 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”.

**11.0** 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.

**12.0** 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.

**13.0 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 for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

**14.0 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 **Proforma-IX**.

**15.0 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 6<sup>th</sup> January, 2017 available in OIL's website: [www.oil-india.com](http://www.oil-india.com).

**16.0** 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.

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

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

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

**MANAGER PROJECTS(C&P)**

For **GM-PROJECTS (C&P)**

For **CGM-PROJECTS (HoD)**

For **RESIDENT CHIEF EXECUTIVE**

**Date: 14.06.2021**

**PART - 1**

**INSTRUCTIONS TO BIDDERS (ITB)**

## **Part-I**

### **INSTRUCTIONS TO BIDDERS**

#### **1.0 ELIGIBILITY OF THE BIDDER:**

- 1.1 The eligibility of the bidder are 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:

- a) Tender Forwarding Letter
- b) Instructions to Bidders (ITB) (Part-1)
- c) Bid Evaluation Criteria (BEC) (Part-2)
- d) General Conditions of Contract (GCC) : (Part-3, Section-I)
- e) Terms of Reference (TOR) : (Part-3, Section-II)
- f) Special Conditions of Contract (SCC) : (Part-3, Section-III)
- g) Integrity Pact (IP) : Annexure-I
- h) Bid Form : Proforma-I
- i) Statement of Non-Compliance : Proforma-II
- j) Authorisation for Attending Bid Opening : Proforma-III
- k) Proforma of Letter of Authority : Proforma-IV
- l) Bid Securing Declaration : Proforma-V
- m) Proforma for E-Remittance : Proforma-VI
- n) Format of Performance Security : Proforma-VII
- o) Agreement Form : Proforma-VIII
- p) Format of Undertaking by Bidders towards submission of authentic information/documents : Proforma-IX
- q) Reply to Commercial Questionnaire : Proforma-X
- r) Commercial Check List (Proforma-XI)
- s) Undertaking towards submission of Bank Guarantee (Proforma-XII)
- t) Bidder's General Information (Proforma-XIII)
- u) Submission of details of specific experience as called in "Qualification Criteria" (Proforma-XIV)
- v) Details of execution of philosophy of work (Proforma-XV)
- w) Details of similar work completed during last five years (Proforma-XVI)
- x) Project schedule for completion of major activities (Proforma-XVII)
- y) Income tax pan number pf registration number(Proforma-XVIII)
- z) Format for declaration for Border Land Sharing Restrictions(Proforma-XIX)

Price Bidding Format (Attached under "Notes and Attachments" tab in the main bidding engine of OIL's E-Tender portal)

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

2.3 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 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour 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-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal ["Technical RFX" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

### **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/Agent's Name & address: Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in India, if any.

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

5.3.1 (A) Technical Bid (to be uploaded in "Technical Attachments" tab) :

- a) Complete technical details of the services offered.
- b) Documentary evidence established in accordance with Clause No. 8.0.
- c) Bid Securing Declaration as per Proforma-V
- d) Copy of Bid Form without indicating prices in Proforma-I.
- e) Statement of Non-compliance as per Proforma-II.
- f) Copy of Priced Bid without indicating prices.
- g) Integrity Pact digitally signed by OIL's competent personnel as Per Annexure-I.
- h) Proforma-IV attached with the bid document to be signed by the bidders Authorized representative.
- i) All Other relevant Undertakings and Proformas as applicable as part of Bid.

5.4 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 E-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 considering the quoted 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.

**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 Securing Declaration" (Proforma-V). 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.

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

11.3 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.

11.4 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.

11.4.1 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-IV) shall be indicated by written Power of Attorney accompanying the Bid.

11.4.2 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.

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

#### 11.5 SUBMISSION OF BIDS:

11.5.1 The tender is processed under Single Stage Two Bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL’s e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL’s E-Tender Portal, detailed instructions is available in “User Manual” available in OIL’s E-Tender Portal. Guidelines for bid submission are also provided in the “Forwarding Letter”. The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the “Technical Attachment” Tab Page only. Prices to be quoted as per 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. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super-scribing the Tender no., Brief Description of services and Bid Closing/Opening date & Time along with the bidder’s name and should be submitted to CGM-Projects, Oil India Ltd., Duliajan-786602 (Assam) on or before 12.45 Hrs (IST) on the bid closing date indicated in the IFB :

Printed catalogue and literature if called for in the bid document.

Any other document required to be submitted in original as per bid document.

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

11.5.3 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.

11.5.4 Timely delivery of the documents in physical form as stated in Para 11.5 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

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

**12.0 DEADLINE FOR SUBMISSION OF BIDS:**

12.1 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.

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

12.3 The documents in physical form as stated in Para 11.5 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs (IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

**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. Withdrawal of a Bid during this interval shall result in debarment from participation in future tenders of OIL.

**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 Securing 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 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:

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

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

**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:**

- 20.1 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, or bidders or any obligation to inform the affected bidder 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:** 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).

- 23.1 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-XII) 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:

23.3.1 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.

23.3.2 [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 HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602. The Bank details are as under:

	Bank Details of Beneficiary	
A	Bank Name	HDFC BANK LTD
B	Branch Name	DULIAJAN
C	Branch Address	Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602
D	Banker Account No.	21182320000016
E	Type of Account	Current Account
F	IFSC Code	HDFC0002118
G	MICR Code	786240302
H	SWIFT Code	HDFCINBBCAL

23.4 This 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 MOBILISATION AND ADVANCE PAYMENT: Not Applicable**

#### **27.0 INTEGRITY PACT:**

- 27.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Part-VI of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.
- 28.2 OIL has appointed Shri Sutanu Behuria, IAS (Retd.), Shri Rudhra Gangadharan, IAS (Retd.) and Shri Om Prakash Singh, IPS (Retd.) 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](mailto:sutanu2911@gmail.com)
  - b. Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture  
E-mail: [rudhra.gangadharan@gmail.com](mailto:rudhra.gangadharan@gmail.com)
  - c. Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh  
E-mail: [Ops2020@rediffmail.com](mailto:Ops2020@rediffmail.com)

## **29.0 LOCAL CONDITIONS:**

- 29.1 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.

**30.0 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.

## **31.0 GOODS AND SERVICES TAX:**

31.1 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.

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

31.3 **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.

**31.4 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.

- 31.5 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.
- 31.6 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.
- 31.7 GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.
- 31.8 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.
- 31.9 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.
- 31.10 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.

- 31.11 The Supplier of Goods / Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.
- 31.12 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.
- 32.0 Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable.

Bidders must submit duly sealed & signed undertaking as per Proforma-XIX provided along with the technical bid.

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

#### Validity of Registration:

In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India "for the purpose of this Order means:
- An entity incorporated, established or registered in such a country; or
  - A subsidiary of an entity incorporated, established or registered in such a country; or
  - An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - An entity whose beneficial owner is situated in such a country; or
  - An Indian (or other) agent of such an entity; or
  - A natural person who is a citizen of such a country; or
  - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (iii) above will be as under:
- In case of a company or Limited Liability Partnership, the beneficial owner is the

natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
  - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership.
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract any job related to the procurement (e.g. installation and commissioning, Annual Maintenance Contract etc.) to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- 33.0 Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the SUPPLIER shall also be payable by OIL along with consideration for procurement of goods/materials/equipment. If TCS is collected by the SUPPLIER. a TCS certificate in prescribed Form shall be issued by the SUPPLIER to OIL within the statutory time limit. Payment towards applicable TCS u/s 206C (1 H) of

Income Tax Act.1961 will be made to the supplier provided they are claiming it in their invoice and on submission of following undertaking along with the invoice slating that:

- a. TCS is applicable on supply of goods invoiced to OIL as turnover of the supplier in previous year was more than Rs. IO Cr. and
- b. Total supply of goods to OIL in FY ... exceeds Rs. 50 Lakh and
- c. TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date and
- d. TCS certificate as provided in the Income Tax Act will be issued to OIL in time. However, Performance Security deposit will be released only after the TCS certificate for the amount of tax collected. is provided to OIL. Supplier will extend the performance bank guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS. if all other conditions of Purchase order are fulfilled. The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (I H) of Income tax Act, 1961.

**END OF VOLUME-1 Part-1**

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**PART - 2**

**QUALIFICATION REQUIREMENT & BID  
EVALUATION CRITERIA (BEC)**

## **PART - 2**

### **BID EVALUATION CRITERIA (BEC)**

#### **PREAMBLE:**

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

#### **1. TECHNICAL CRITERIA:**

The Bidder shall meet all the following requirements: -

- 1.1** The bidder should be in Electrical Heaters Supply, Erection and commissioning business as OEM or OEM authorized Vendor.

Bidder must have supplied at least (05) Five numbers of similar type, equal or higher Rating (Min 491 KW) Electrical Heaters for Natural Gas stream heating in the last Five years for any onshore or offshore Hydrocarbon Processing Plant, Hydrocarbon Installation, Refineries, Petrochemical Industries.

The above packages should have been under successful operation for the past one year reckoned from the date of submission of bid.

- 1.2** Experience of having successfully executed at least one similar job as mentioned above in Para 1.1 of value not less than **INR. 6.82 Crores** by the bidders in a single Contract/Order in the last five years (05) to be reckoned from the original Bid Closing date.
- 1.3** Bidder should have In-House engineering capability.
- 1.4** Documentary evidence in support of the above jobs in the form of Contract/Work Order and the Job Completion Certificates from the clients /Certificate of Final Payment of jobs successfully completed are to be submitted failing which the offers will be rejected. The bidder shall give information on each individual work executed during the past 5 (Five) years, ending original bid closing date, indicating the following details in the Job Completion Certificate.
  - Brief Description of Work
  - Value of Contract
  - Completion time as stated in Contract (months)
  - Actual Completion time (months)
  - Month/Year of completion
  - Reasons for delay, if any
  - Name & postal address of the client
  - Contact person



- 1.4** Bids from Consortium and Joint Venture (JV) are not permitted against this tender.
- 1.5** The bidders shall confirm that Electrical Heaters will be delivered to site with 10 months from the LOA.

**2. FINANCIAL CRITERIA:**

- a) **Annual Turnover of the Bidder:** The bidder must have Annual Financial Turnover of at least **INR 6.82 Crore** in any one of the preceding 03 (Three) Financial/Accounting Year(s) from the Original Bid Closing Date (BCD) as per the Audited Annual Reports. Bidder to submit as per enclosed format **(Annexure-I to BEC/BRC)**.
- b) **Net Worth:** The financial Net Worth of the bidder must be **Positive** as per the immediate preceding audited financial result to be considered from the original Bid Closing Date (BCD).

**Note 1:** Net worth shall mean: " Share capital + Reserves created out of profits and securities Premium - account (excluding re-valuation 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.

Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/ undertaking certifying that 'the balance sheet/Financial Statements for the preceding Financial Year/Accounting Year has actually not been audited so far' as on original bid closing date as per **(Annexure-II to BEC/BRC)**.

**Note:**

- a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the technical bid:-

A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual Turnover & Net worth as per format prescribed in **(Annexure-III to BEC/BRC)** of this tender.

AND

Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self- attested/digitally signed printed published accounts are also acceptable.

- b) 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.
- c) In case the audited Balance sheet and Profit & Loss Account submitted are in currencies other than INR or USD, the same shall be converted in equivalent INR or USD considering the foreign exchange rate (SBI TT Selling Rate) as on the date of balance sheet.
- d) All certificates issued by a Chartered Accountant in practice must mandatorily mention UDIN (Unique Document Identification Number) as instructed by Institute of Chartered Accountants of India (ICAI).

### **3. DOCUMENTARY EVIDENCES TO BE SUBMITTED BY THE BIDDERS IN SUPPORT OF THEIR BIDS:**

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

- a) Contract/Work Order and job Completion Certificate or any other documents from their clients which can substantiate their claim towards experience.
- b) Company Profile, address, concerned person and his/her contact details, organizational set up with details of professional technical and financial capabilities of client with reference to Para 3(a).
- c) Documents in the form of copies of relevant pages of Contract and Completion Certificate or final bill payment documents etc. or any other documents issued by their clients in support of executing the job as mentioned in the Scope of Work/Terms of Reference/Technical Specification of the bidding document, during last 5 years prior to the bid closing date of the tender.
- d) Bidder will have to submit Project Execution & Management/ Planning & Scheduling methodology for the project.
- e) Proposed Overall Project Schedule (from the date of LOA till 'final commissioning and handover in line with project duration specified in the tender) in network form showing all the details.
- f) Organizational set up for Planning, Scheduling, Procurement & Project Management, Quality Management, Inspection & expediting and Monitoring & Control.
- g) Resource Deployment plan to meet the project plan as per schedule.
- h) Health, Safety and Environment (HSE) policies, implementation procedures in line with internationality accepted practices and statistics covering the last five (5) years.
- i) LTIFR track record for last three (3) years.

- j) List of policies, procedures and quality assurance & quality control practices currently in place for execution of similar work.

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

In case Bidder has executed and completed a Composite work in a single contract which includes the qualifying work(s) stated under Clause No. 1.1 & 1.2 in (BEC) above, then value of such qualifying work(s) out of total value of composite work shall be considered for the purpose of evaluation.

For qualification based on composite works, in the event the value of the qualifying work(s) cannot be ascertained from the Work Order/ Completion Certificate submitted by bidder, Copy of Schedule of Rates/Prices (SOR/P), Copy of relevant pages of contract, copy of relevant pages of final bill certified by their OWNER for establishing requirement of BQC or written letter from their Owner specifying the nature of work with quantities and values shall be submitted for qualification stated under Clause No. 1.1 & 1.2 in (BEC) above.

**Note:**

1. Bidder shall furnish documentary evidence i.e., copies of Work Orders/relevant pages of Contract/SOR/P, Completion Certificate, from the Company of work executed, annual reports containing audited balance sheets and profit & loss accounts statement in the first instance itself, in support of their fulfilling the qualification criteria. The Company reserves the right to complete the evaluation based on the details furnished without seeking any additional information.
2. A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BQC of the tender. However, jobs executed for Subsidiary/Fellow subsidiary/Holding Company will be considered as experience for the purpose of meeting BQC subject to submission of tax paid invoice(s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/Holding Company. Such bidders shall submit these documents in addition to the documents specified in the bidding documents to meet BQC.
3. A job completed by a bidder as a sub-contractor or Consortium partner shall be considered for the purpose of meeting the experience criteria of BQC subject to submission of following documents in support of meeting the "Bidder Qualification Criteria":
  - a) Copy of Work Order along with SOR/P issued by the main Contractor in the case of sub-contractor/client in the case of Consortium partner along with Consortium agreement and Scope of Work Responsibility matrix.
  - b) Copies of Completion Certificates from the end User/Owner and also from the main Contractor. The Completion Certificates shall have details like Work Order No./date, brief scope of work, ordered & executed value of the job, completion date etc.

4. All documents submitted by bidder towards meeting BQC shall be furnished in a separate booklet titled 'Documentation against BQC (Experience and Financial)' with proper index & page numbers.
5. Submission of authentic documents is the prime responsibility of the Bidder. Wherever the Company has concern or apprehension regarding the authenticity/correctness of any document, OIL reserves the right of getting the document cross verified from the document issuing authority.
6. In absence of requisite document, the Company reserves the right to reject the bid without making any reference to the bidder.

#### **4. COMMERCIAL CRITERIA:**

1. The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the "TECHNICAL" and "PRICE" bid separately through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be uploaded as per the Scope of Work & Technical Specification of the tender in "Technical RFx Response" Tab and Price Bid to be uploaded as per the Price Bid format in the "Notes & attachment" Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.

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

2. Except for the provisions of escalation provided elsewhere in the bidding document, bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account unless mentioned otherwise in the bidding document.

3. Validity of bids shall be minimum 4 months (120 days). Bids with lesser validity will be rejected as being non-responsive.

4. Bid Security/EMD is not applicable for this tender. However, all the bidders shall be required to submit along with the technical bid a "Bid Security Declaration" as per **(Annexure-IV to BEC/BRC)** 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 the contract, or to submit a performance security within the deadline defined in the NIT, they will be suspended for a period of two years. This suspension of two years shall be automatic without conducting any enquiry. Format for "Bid Security Declaration" to be submitted along with the technical bid, is enclosed herewith.

5. The authenticity of digital signature shall be verified through authorised CA after bid opening and in case if the digital signature is not authorised, the bid will be rejected.

6. Bids received through the e-procurement portal shall only be accepted. Bid not submitted in compliance with special methods of submitting system mentioned in 1 above

(wherever applicable) will be rejected. Bids received in any other form shall not be accepted.

7. Successful bidder shall be required to furnish a Performance Security equivalent to Three Percent (3%) of total evaluated value of Contract/Order within 30 days of receipt of LOA/Notification Of Award. The Performance Bank Guaranty must remain valid throughout the period of execution, including extension if any. Non-submission of Performance Security as above by the successful Bidder shall lead to cancellation/termination of award including forfeiture of their Bid Security, besides other penal actions as per OIL's Banning Policy. Bidders should undertake in their bids to submit Performance Security as stated above.

8. The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.

9. Physical Bids, if any received from the bidders, shall not be considered and will be rejected.

10. Bids submitted after the Bid Closing Date and Time will be rejected.

11. The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.

12. Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative.

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

14. Any Bid containing false/incorrect statement will be rejected.

15. Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document uploaded under "Notes and Attachment" of e-Tender portal; otherwise the Bid will be summarily rejected.

Note: The tendered items are intended to be used OIL's PEL/ML areas, for which Nil Concessional GST @5% against Essentiality Certificate shall be applicable as per Govt. policy in vogue.

16. Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected –

- i) Warranty/Performance Guarantee Clause
- ii) Force Majeure Clause
- iii) Tax Liabilities Clause
- iv) Arbitration Clause
- v) Acceptance of Jurisdiction and Applicable Law

- vi) Liquidated damage and penalty clause
- vii) Safety, Environment & Labour Law
- viii) Termination Clause
- ix) Integrity Pact
- x) Firm Price
- xi) Delivery Period / Period of Contract/ Completion schedule
- xii) Any other condition specifically mentioned in the Tender Document elsewhere that noncompliance of the clause lead to rejection of Bid
- xiii) Non-compliance of the policy for providing preference to Micro and Small Enterprises.

#### **B. GENERAL CRITERIA:**

1. In case the bidder takes exception to any clause of Bid Document not covered under BEC/BRC, then the Company (OIL) has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by the Company (OIL). The loading so done by the Company (OIL) will be final and binding on the Bidder. No deviation will however, be accepted in the clauses covered under BEC/BRC.
2. To ascertain the substantial responsiveness of the bid the Company (OIL) reserves the right to ask the Bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses must be received within the deadline given by the Company (OIL), failing which the bid will be summarily rejected.
3. In case any of the clauses in the BRC contradicts with other clauses of Bid Document elsewhere, then the clauses in the BRC shall prevail.
4. Any exceptions/deviations to the tender must be spelt out by bidder in their 'Techno-Commercial' bid only. Any additional information/terms/conditions furnished in the 'Price Bid' will not be considered by the Company (OIL) for evaluation/award of contract.
5. The originals of such documents [furnished by bidders(s)] shall have to be produced by bidder(s) to the Company (OIL) as and when asked for.
6. Other terms and conditions of the enquiry shall be as per General Terms and Conditions for Global Tender. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BEC / BRC) mentioned here contradict the Clauses in the General Terms & Conditions of Global Tender of the tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.

#### **C. BIDS FROM CONSORTIUM AND MULTIPLE/ALTERNATIVE BIDS:**

1. Consortium/Joint bids shall not be acceptable.
2. A bidder (i.e. the bidding entity) shall, on no account submit more than one bid either directly or indirectly, failing which all bids submitted by such bidder directly & indirectly, shall stand rejected and BID SECURITY shall be forfeited. Alternative bids shall not be acceptable.

#### **D. PRICE BID EVALUATION (Part of BEC):**

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as given below:

1. If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy

between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

2. Evaluation Methodology of Bids: The price quoted by the bidder in the Price Bid Format shall be considered for evaluation of the bid. The bidders must quote their charges/rates in the manner as called for in the Price Bid Format. Bidder must quote full complete scope including all the items of proposed configuration mentioned under TOR. The evaluated price of the Bidders shall be without GST.

4.0 The GST at the rate applicable to this tender shall be calculated by multiplying the Quoted Price by the Rate of GST and shall be added to the quoted price to arrive at the value (price) of the Contract. The Contract Price shall be the Quoted Price of the bidder plus the GST.

#### **E. PURCHASE PREFERENCE POLICY (IES):**

1. Purchase Preference to Micro and Small Enterprises:

1.1 Purchase Preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME or Udyog Aadhaar Memorandum.

1.2 In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract for complete quantities against each group by bringing down their price to L1 price for all the items under the group in a situation where L1 price is from someone other than a MSE. PO/Contract shall be placed for supply of 100% quantity to lowest eligible bidder under respective group, if any, amongst the bidders qualifying for purchase preference.

1.3 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

1.4 In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

#### **G. COMPLIANCE OF THE COMPETITION ACT, 2002:**

The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

#### **H. THIRD PARTY INSPECTION:**

**01** 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:

<b>Sl. No</b>	<b>Name of Independent Inspection Agency</b>	<b>Contact E-mail ID</b>
.		

i.	M/s. RINA India Pvt. Ltd.	a. <a href="mailto:ssd@rina.org">ssd@rina.org</a> b. <a href="mailto:Andrea.Vattuone@rina.org">Andrea.Vattuone@rina.org</a>
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. <a href="mailto:rkjain@rcaindia.net">rkjain@rcaindia.net</a> b. <a href="mailto:info@rcaindia.net">info@rcaindia.net</a>
iii.	M/s. Germanischer Lloyd Industrial Services GmbH (DNV GL- Oil & Gas)	a. <a href="mailto:mangesh.gaonkar@dnvgl.com">mangesh.gaonkar@dnvgl.com</a>
iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. <a href="mailto:Jaimin.Bhatt@tuv-sud.in">Jaimin.Bhatt@tuv-sud.in</a> b. <a href="mailto:sanjaykumar.singh@tuv-sud.in">sanjaykumar.singh@tuv-sud.in</a> c. <a href="mailto:Pankaj.Narkhede@tuv-sud.in">Pankaj.Narkhede@tuv-sud.in</a> d. <a href="mailto:Ajit.Yadav@tuv-sud.in">Ajit.Yadav@tuv-sud.in</a>
v.	M/s. IRCLASS Systems and Solutions Private Limited	a. <a href="mailto:abhishek.singh@irclass.org">abhishek.singh@irclass.org</a> b. <a href="mailto:pradeep.bansal@irclass.org">pradeep.bansal@irclass.org</a> c. <a href="mailto:Asim.Hajwani@irclass.org">Asim.Hajwani@irclass.org</a> d. <a href="mailto:Amit.Ketkar@irclass.org">Amit.Ketkar@irclass.org</a> e. <a href="mailto:industrial_services@irclass.org">industrial_services@irclass.org</a>
vi.	M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.	a. <a href="mailto:contact@gulflloyds.com">contact@gulflloyds.com</a> b. <a href="mailto:bbhavsar@gulfllyods.com">bbhavsar@gulfllyods.com</a> c. <a href="mailto:inspection@gulflloyds.com">inspection@gulflloyds.com</a> d. <a href="mailto:gulflloyds.india@gmail.com">gulflloyds.india@gmail.com</a>
vii.	M/s. TUV India Private Limited	a. <a href="mailto:salim@tuv-nord.com">salim@tuv-nord.com</a> b. <a href="mailto:delhi@tuv_nord.com">delhi@tuv_nord.com</a>
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. <a href="mailto:Shailesh.Deotale@ind.tuv.com">Shailesh.Deotale@ind.tuv.com</a> b. <a href="mailto:ravi.kumar@ind.tuv.com">ravi.kumar@ind.tuv.com</a> c. <a href="mailto:rupeshkumar.singh@ind.tuv.com">rupeshkumar.singh@ind.tuv.com</a> d. <a href="mailto:Neeraj.Chaturvedi@ind.tuv.com">Neeraj.Chaturvedi@ind.tuv.com</a>
ix.	M/s. Bureau Veritas (India) Private Limited	a. <a href="mailto:udit.chopra@bureauveritas.com">udit.chopra@bureauveritas.com</a> b. <a href="mailto:vishal.sapale@bureauveritas.com">vishal.sapale@bureauveritas.com</a>



	c. <a href="mailto:dinesh.sukhramani@bureauveritas.com">dinesh.sukhramani@bureauveritas.com</a> d. <a href="mailto:p.sridhar@bureauveritas.com">p.sridhar@bureauveritas.com</a> e. <a href="mailto:hariprasad.jhawar@bureauveritas.com">hariprasad.jhawar@bureauveritas.com</a> f. <a href="mailto:amit.shaw@bureauveritas.com">amit.shaw@bureauveritas.com</a> g. <a href="mailto:business.support@bureauveritas.com">business.support@bureauveritas.com</a> h. <a href="mailto:labhanshu.sharma@bureauveritas.com">labhanshu.sharma@bureauveritas.com</a> i. <a href="mailto:pramodkumar.yadav@bureauveritas.com">pramodkumar.yadav@bureauveritas.com</a> j. <a href="mailto:sonal.lad@bureauveritas.com">sonal.lad@bureauveritas.com</a> k. <a href="mailto:bvindia.corporate@in.bureauveritas.com">bvindia.corporate@in.bureauveritas.com</a>
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**02** 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 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.

**03** As mentioned above, Bidder(s) have to submit the verified documents along with 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 all/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. If a bidder does not submit the undertaking towards submission of third party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then such bids shall be- considered.

**04** 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 categorised 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**

- Experience Proof –To check Original Work Order as per BEC /criteria
- To check Company Name
- To check Similar Work Definition against Work Order, Scope of work (JV or ---- Consortium too)
- To check the Execution period
- To Check the Completion Certificates – Letter of Appreciations of proper Execution
- Reference contact verification and true copy verification
- Match Original Work Order/Contract Copy with Soft Copies or notarized scan - copies

➤ **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/Contracts etc. are submitted towards BEC/BRC experience criteria issued by Oil India Limited, such documents need not be verified by TPI agency.**

**(Annexure-I to BEC/BRC)**

**ANNUAL TURNOVER STATEMENT**

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

<b>FINANCIAL YEAR</b>	<b>ANNUAL TURNOVER (RS.)</b>
Year 1	
Year 2	
Year 3	

**NOTE:**

Copies of audited balance sheets with Profit & Loss account statement for last 3 years are enclosed along with the bid.

A brief note should be appended describing thereby details of turnover as per audited results.

In case of tenders having the bid closing date up to 30<sup>th</sup> September of the relevant financial year and audited financial results of immediate 3 preceding financial year being not available, the bidder has an option to submit the audited financial results of three years immediately prior to relevant financial year. Wherever, the bid closing date is after 30<sup>th</sup> September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediate preceding three financial years

SIGNATURE OF BIDDER : \_\_\_\_\_

NAME OF BIDDER : \_\_\_\_\_

**(Annexure-II to BEC/BRC)**

**TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER ON THE  
OFFICIAL LETTER HEAD OF THE BIDDER)**

**CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA**

Ref.: Note under Clause 2.0 Financial Criteria of BEC-BRC of Tender No. CPI7204P22

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.

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

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**

<b>Year</b>	<b>Amount (Currency)</b>
Year 1:	
Year 2:	
Year 3:	

**B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR**

<b>Description</b>	<b>Financial Year</b>
	<b>Amount (Currency)</b>
1. Current Assets	
2. Current Liabilities	
3. Working Capital	
4. Net Worth	

Name of Audit Firm:  
Firm Registration Number:  
Date:

[Signature of Chartered Accountant]  
Name:  
Seal:  
Membership no.  
**UDIN :** \_\_\_\_\_

Any Financial Data except should be obtained from the Audited Financial Statements.

**BID SECURITY DECLARATION**

IFB No.: \_\_\_\_\_

TO

GM-PROJECTS- C&P

OIL INDIA LIMITED

P.O. DULIAJAN-786602 Assam, India

We 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)

### **CHECKLIST FOR BEC**

Bidders to mark (√) Provided or Not Provided along with the Reference File No. and page No. whichever is applicable.

<b>Clause No.</b>	<b>Description</b>	<b>Reference File No. and Page No. of Bidder's Quote</b>	<b>Provided</b>	<b>Not Provided</b>
	<p>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 will have to be particularly met by the Bidders without which the same will be considered as nonresponsive and rejected. All the documents related to BEC must be submitted along with the techno-commercial Bid.</p> <p>The bidders must confirm compliance to the below mentioned clauses of the Bid Evaluation Criteria and submit the supporting documents along with the Bid.</p>			
1.0	TECHNICAL CRITERIA			
2.0	FINANCIAL CRITERIA			
3.0	DOCUMENTARY EVIDENCES			
4.0	COMMERCIAL CRITERIA			
B	GENERAL CRITERIA			
C	BIDS FROM CONSORTIUM AND MULTIPLE/ALTERNATIVE BIDS			
D	PRICE BID EVALUATION (Part of BEC)			
E	PURCHASE PREFERENCE CLAUSE			
F	ADDITIONAL BID EVALUATION CRITERIA – TECHNICAL			
G	COMPLIANCE OF THE COMPETITION ACT, 2002			

**END OF VOLUME-1 Part-2**

**&&&&&&**

**PART - 3**

**SECTION I**

**GENERAL CONDITION OF CONTRACT (GCC)**



## **PART – 3- SECTION I**

### **GENERAL CONDITIONS OF CONTRACT**

#### **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] and/or BEC/BRC. 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 shall have 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 inspect equipment, 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 of 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 of this 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 on behalf of OIL for:

- (a) Overall supervision, co-ordination and Project Management at site.
- (b) Proper and optimum utilization of equipment and services.
- (c) Monitoring of performance and progress
- (d) 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.
- (e) 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.
- (f) 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 requirement 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 02 Weeks from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-V 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:

**10.2** 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

**10.3** In case of foreign CONTRACTOR/service provider, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India.

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.

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

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

27.2.1 Full address.

27.2.2 Branch Code.

27.2.3 Code Nos. of the authorized signatory with full name and designation.

27.2.4 Phone Nos., Fax Nos., E-mail address.

**10.5** 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.

**10.6** 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.

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

**10.8** 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.

**10.9** 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 of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.

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

**10.11** 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 3 months.

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](http://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 COMPANY 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:

27.2.4.1 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:

27.2.4.2 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, shall be 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 of Customs 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 any material 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 in no 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 CONTRACT in 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 any property 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 consent of 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 willful 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.

## **18.0 CONSEQUENTIAL DAMAGE:**

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

## **19.0 RISK 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 of any 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 of any 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 CONTRACTOR shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

## **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 demobilized 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, 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 upto 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, alongwith 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>).

(a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.

(b) 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 MOBILISATION 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 be 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 being in 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 sole and 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 framed there under
- f) The Employees Pension Scheme, 1995
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions 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 include the 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 with applicable Labour laws.

vi) If the CONTRACTOR is covered under the Contract Labour (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
Upto Rs.25.00 Lakh	Not applicable	Not applicable

Above Rs.25.00 Lakh Upto Rs.25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

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:
  - (i) 20% of the fees if the claimant has not submitted statement of claim.
  - (ii) 40% of the fees if the pleadings are complete
  - (iii) 60% of the fees if the hearing has commenced.
  - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.
10. 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.

In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.

11. 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.
12. 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.
13. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
14. 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 3(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 or its 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 or liquidation, 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](http://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 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 alongwith 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 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:**

To take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of 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, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: [www.oil-india.com](http://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 in which 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**

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**VOLUME-1- Part-3 SECTION: II**

**TERMS OF REFERENCE & TECHNICAL SPECIFICATIONS**

## **VOLUME-1 Part-3**

### **SECTION: II**

#### **TERMS OF REFERENCE & TECHNICAL SPECIFICATIONS**

##### **TERMS OF REFERENCE:**

#### **1. INTRODUCTION:**

**OIL INDIA LIMITED (OIL)** a Government of India Enterprise, proposes to construct Field Gas Gathering Station (FGGS) facility at Baghjan field in Upper Assam, India. The installation will be constructed on Modular design concept with emphasis on skid mounted prefabricated facilities minimizing civil construction work at site to the extent possible as per functional specifications of various process/utility packages.

The Baghjan field is having Non-Associated Gas (NAG) potential and to explore these resources, one modular Field Gas Gathering Station (FGGS) having the facilities for production of natural gas is to be created. The proposed FGGS shall have Non-Associated Gas (NAG) processing facility for 5.0 MMSCMD capacity. The facility shall include Production and Test Manifolds, Gas /Condensate/Water Separators, Gas Dehydration, Flare system and Effluent Treatment and disposal system along with all the required utilities and auxiliary systems.

##### **1.1 SUBJECT:**

As a part of this development scheme, OIL desires to procure **Electric Heaters and Control Panel** Package for providing heating the well fluids to prevent hydrate formation in the Field Gas Gathering Station (FGGS) facility at Baghjan field in Upper Assam, India.

##### **1.2 SITE DATA:**

The following site conditions shall be applicable as their specific value specified in project design criteria/ data sheets.

Design ambient temperature Maximum, °C	41
Design ambient temperature Minimum, °C	7
Dry bulb temperature Maximum, °C	36
Dry bulb temperature Minimum, °C	8
Average Rainfall (in full monsoon)	194.2 cm
Average Rainfall (in 24 hours)	15.9 cm
Wind velocity at 10m height	50 m/s
Maximum relative humidity	93%

### 1.3 SITE DETAIL: BAGHJAN

**Location:** Baghjan is in Upper Assam and about 22KM from Doom Dooma town and 45 KM from Tinsukia town

**Railway Station:** Nearest Railway station is Doom Dooma, which is 22KM by road from the Baghjan site.

**Airport:** Nearest airport Dibrugarh is about 65KM from the site.

### 1.4 ABBREVIATION

ANSI	American National Standards Institute
API	American Petroleum Institute
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
CPCB	Central Pollution Control Board
EPCM	Engineering Procurement Construction Management
GGG	Group Gathering Station
NFPA	National Fire Protection Association
OCS	Oil Collecting Station
OISD	Oil Industry Safety Directorate
OMR	Oil Mines Regulations

### 1.5 DEFINITIONS

COMPANY / OWNER	: Oil India Limited
CONSULTANT	: Jayathe Petrotech Engineers & Consultants (JPEC)
PROJECT	: Field Gas Gathering Station, Baghjan (FGGS-BJN)
VENDOR	: Supplier of Equipment/Package

**Note:**

**KOM:** Kick off Meeting–Within 7 days from LOA. During the Kick off meeting, detailed Project Schedule, Engineering deliverables, communication matrix & Execution methodology will be discussed and frozen.

### 1.6 DESIGN LIFE

The design life of complete package shall be 30 years.

## 1.7 CODES AND STANDARDS

### INDIAN STANDARD

IS	-	5572	Classification of Hazardous Area (other than mines) having flammable gases and vapours for electrical installation
IS	-	8239	Classification of maximum surface temperatures of electrical equipment for use in explosive atmosphere.
IS	-	3202	Code of practice for climate proofing and electrical equipment
IS	-	2274	Code of practice for electrical wiring installation – system voltages exceeding 650 V.
IS	-	732	Code of practice for electrical wiring installations – system voltages not exceeding 650 V.
IS	-	1646	Code of practice for fire safety of buildings – electrical installations.
IS	-	3034	Code of practice for fire safety of industrial buildings – electrical generating and distributing station.
IS	-	10118	Code of practice for selection, installation and maintenance for switchgear and control gear
IS	-	13408-1	Code of practices for the selection, installation and maintenance of electrical apparatus for use in potentially explosive atmospheres
IS	-	3043	Code of practice for Earthing
IS/IEC	-	60079-0	Electrical Apparatus for explosive gas atmospheres – General requirements
IS/IEC	-	60079-1	Equipment protection flameproof enclosures “d”
IEC	-	60079-5	Equipment Protection by Powder filling “q”
IEC	-	60079-6	Equipment Protection by Oil immersion “o”
IEC	-	60079-7	Equipment Protection by Increased Safety Type “e”
IEC	-	60079-11	Equipment Protection by Intrinsic safety “I”
IEC	-	60079-12	with air according to their maximum experimental safe gaps and minimum igniting currents
IS/IEC	-	60079-15	Electrical apparatus for explosive gas atmosphere – construction, test and making of type of protection “n” electrical apparatus
IS	-	7752	Guide for improvement of power factor- consumer installations
IS	-	7689	Guide for control of undesirable static electricity.
IS	-	5216	Guide for safety procedures and practices in electrical works.
IS	-	5571	Guide for selection of electrical equipment for hazardous area.
IS	-	5728	Guide for short circuit calculations
IS	-	3716	Insulation coordination application guide.
IS/IEC	-	60947	Low voltage switchgear and controlgear: All parts
IS	-	694	PVC Insulated cables for working voltages up to and including 1100 V.
IS	-	9676	Reference ambient temperature for electrical equipment



IS	-	2148	FLP Enclosure
IS	-	585	Voltage and frequency for AC transmission and distribution system.

### **OISD STANDARDS**

OISD	-	STD-113	Classification of Area for Electrical Installations at Hydrocarbon Processing and Handling Facilities.
OISD	-	RP-149	Design aspects for safety in electrical systems.
OISD	-	STD-173	Fire Protection System for Electrical Installations.
OISD	-	STD-116	Fire Protection Facilities for Petroleum Refineries and Oil/Gas Processing Plants
OISD	-	STD-147	Inspection and Safe Practices during electrical installations.
OISD	-	STD-137	Inspection of Electrical Equipment
OISD	-	STD-118	Layouts for Oil and Gas Installations.
OISD	-	STD-110	Recommended Practices on Static Electricity.

### **ASME CODES**

ASME SEC II PART A, B, C, D	Boiler and Pressure Vessel Code – Material Specifications and Properties
ASME SEC IX	Welding, Brazing and Fusing Qualifications
ASME SECT VIII, DIV 1	Boiler and Pressure Vessel Code – Rules for Construction of Pressure Vessels
ASME SECT VIII, DIV 2	Boiler and Pressure Vessel Code – Alternative Rules for Construction of Pressure Vessels
ASME SECT V	Boiler and Pressure Vessel Code – Nondestructive Examination

## **1.8 UNITS OF MEASUREMENT**

<b>Dimension</b>	<b>Units</b>	<b>Symbol</b>
Area	Square Metre	m <sup>2</sup>
Concentration	Mole	%
Density	Kilogram per cubic metre	kg/m <sup>3</sup>
Energy	Kilowatt	kW
Flow rate (Liquid)	Kilo Litres Per Day	KLPD
Flow rate (gas)	Million Metric Standard Cubic Metre per day / Million Metric Standard Cubic feet per day	MMSCMD/ MMSCFD
Length	Meter	m
Mass	Kilogram	kg
Momentum	Kilogram per metre square second	kg/ms <sup>2</sup>
Power	Kilowatt	kW
Pressure	Kilogram per square centimetre	kg/cm <sup>2</sup>

Specific Heat Capacity	Kilo joule per kilogram Celsius	kJ/kg °C
Thermal Conductivity	Watt per metre Kelvin	W/ m K
Temperature	Celsius	° C
Time	Second	sec
Velocity	Metre per second	m/s
Viscosity	Centipoise	cP
Volume	Cubic Metre	m <sup>3</sup>

## 1.9 SCOPE OF SUPPLY AND INSTALLATION

The Scope of supply together with the attachments defines and covers the guidelines for design, engineering, selection of equipment, procurement, fabrication, assembly and testing of Electric Heater and Control Panel Package required for Field Gas Gathering Station (FGGS) facility at Baghjan field, transportation and delivery of complete system at respective sites including installation, erection, commissioning and PGTR. The Package consists of 10 Electric Heaters and associated Control Panels.

All heaters and control panel located in hazardous area shall be certified by a recognized authority confirming compliance with the requirements of IEC 60079 for the particular area classification of the intended location.

Electrical heater and Control Panel shall be designed as per Specification for electric heater & control panel. Please refer Doc no: FGGS-BJN-ELC-SPC-6004.

Contractor shall note that the scope of supply stated herein is to be considered as minimum requirement. Any item necessary to meet the requirements of this scope of work and statutory rules/ codes, though not explicitly stated herein, shall be deemed included in Contractor scope of work. Contractor shall have full responsibility for supply of the Unit(s), which is complete, of proven design and conforms to the Performance requirements"

The scope shall also include fabrication and installation of required structures and piping and required cabling.

Other than civil foundations & trenching, the scope of contractor shall include all the work/s required for completion of Electric Heater.

Only Civil foundations for equipments, containers, pipe sleepers, cable trench, Shed will be constructed by other contractor representing OIL as per the input provided by the contractor. **The Contractor should provide within three weeks from date LOA, all the required input for the Civil contractor for the construction of foundations, sheds and trenches.**

### **1.9.1 ELECTRIC HEATER AND CONTROL PANEL:**

The Scope of supply is not limited to the below mentioned items, Electric Heater and Control Panel Contractor shall supply all required items for the satisfactory operation of the unit.

- a) Electric Heater and Control Panel shall be designed to function in continuously operating petrochemical process units, production facilities or utility installations and shall have a design life of at least 30 years.
- b) The heater panel and heater elements shall be so designed and constructed to provide an estimated time to failure (ETTF) of 10 years for the heater elements.
- c) The design and layout of the control panel shall be such that the mean time to repair (MTTR) is no greater than 4 hours given full availability of spares and technically competent staff.
- d) The heater vessel shall be designed, manufactured and tested as per ASME sec. VIII DIV 2 as specified in datasheet as well as the heater shall be code U2 stamped. The pressure vessel shall also comply with specification for pressure vessel (FGGSBJN-MEQ-SPC-4012). It is heater vessel fabricator's responsibility to prepare UDS as per Code and getting RPE approval.
- e) The control panel shall be thyristor controlled as specified in the data sheet.
- f) Thyristor protection shall include over-current protection by means of ultra-rapid fuses and voltage transient suppressers. Where deemed necessary by the Manufacturer, di/dt limiting reactors and dv/dt protection networks shall be provided.
- g) The input signal to the control circuit (provided by others) shall be a 4 to 20 mA DC signal with a linear relationship from 0 to 100 % power. The maximum allowable output impedance of this equipment shall be 500Ω. The input signal shall be galvanically separated from the driver unit and its power supply.
- h) Over-temperature protection with pre-alarm shall be provided and trip signals shall be either connected directly to the control panel main contactor in simple installations or via an instrument interface, as specified in the requisition.
- i) The Contractor shall ensure that Harmonics induced the Heater Control Panel are within limits specified by IEEE 519.
- j) The control panel shall be protected against the effects of moisture, salt, fungus and vermin. The control panel shall be suitable for installation in safe/classified area and indoor/outdoor as specified in the data sheet.
- k) Heaters shall be designed to operate reliably at the maximum voltage and shall be capable of delivering the stated output power at minimum rated voltage.
- l) In order to enhance reliable operation, the thyristors employed shall be sized so that the maximum current flowing through them shall not exceed 70 % of their continuous rated current.

- m) The maximum watt density on the element surface shall be selected to ensure that there is no degradation of the process fluid/gas and the element surface temperature shall be verified by the use of an industry recognized and proven process design simulation software package.
- n) The noise levels shall be measured for a fully loaded unit in accordance with ISO 3746. The sound pressure level measured at one metre distance from the heater panel, at any position, shall not exceed 70 dB (A) at any load between zero and the rated output of the unit.
- o) The heater panel shall comply fully with the requirements for EMC immunity as defined in the CENELEC standard EN 50082 part 2 and EMC emissions as defined in CENELEC standard EN 50081 part 2 and in IEC 61000-6-2 and IEC 61000-6-4.
- p) Heater elements shall consist of following items as minimum:
  - Tubular heater elements shall be constructed from 80/20 Ni Cr resistance wire surrounded by compacted magnesium oxide powder, designed to minimize peak inrush current.
  - The element shall include an overall sheath tube made from material providing corrosion/ erosion resistance suitable for the application. Provision shall be made to prevent water ingress into the heater element.
  - The Manufacturer shall supply suitable and sufficient supports to prevent bending of heater elements and flow induced vibration.
  - The required unheated element length shall be based on the maximum allowable temperature inside the terminal box (max. 65 °C), as well as the space inside the heater with restricted flow.
  - Spare heater elements shall be installed, but not connected. All spare elements shall be fitted with wires of sufficient length to connect the element to any busbar in the event of their use. The spare wiring shall be identified accordingly and connected to a suitable earth connection. The minimum spare element requirement is 20 % of the total number of elements required to fulfill the operational duties of the unit.
  - The heater shall have a temperature sensor, sensing the fluid temperature to cut-in & cut-out the heater based on temperature setting in addition to over temperature protection mentioned in the specification and datasheet documents. This temperature sensor for heater on/off shall be by RTD.
- q) Heater elements shall be protected against over-temperature by means of at least two temperature-sensing devices. The temperature sensing devices may be either thermocouple elements or PT 100 devices, as specified in the data sheet.
- r) The devices shall be clamped or welded to the sheaths of different elements and located in an area of highest anticipated sheath temperature. Temperature sensing wiring shall be brought out to a separate terminal box with the same degree of protection as the main terminal box

- s) Thermocouple material shall be chromel-alumel and of a swaged sheath mineral oxide construction. The thermocouple sheath shall be of the same material as the heating element sheath with a minimum wire size of 0.75 mm<sup>2</sup>. Thermocouple wires extending from the sheath shall be hermetically sealed in the head.
- t) The main terminal box shall be suitable for use in the environment described in the datasheet and shall have a minimum ingress protection rating of IP 66 according to IEC 60529. The material of construction shall be stainless steel.
- u) The main terminal box installed in a hazardous area, the construction of electrical equipment shall comply with the requirements of the relevant parts of IEC 60079, or CENELEC documents EN 50.014 to 50.020 inclusive. The terminal box shall have type protection Ex -d unless otherwise specified in the datasheet and specification.
- v) The spacing between opposite polarity terminals shall not be less than the minimum allowed by IEC 60079-7. Separate earth terminals shall be provided inside and outside the terminal box.
- w) The internal connections within the main terminal box shall be copper and of sufficient size, strength, and configuration to enable a solid connection of the supply cables without excessive stress on the conductors.
- x) The heater elements shall be star or delta connected depending upon the size of the load and shall be specified by the Manufacturer. Neutral linking for star connected loads shall be done inside the terminal box.
- y) Control Panel shall consist of following items as minimum:
  - The entire assembly shall be installed in a freestanding sheet steel control panel, located indoors. The control panel shall be provided with lockable-hinged doors.
  - The minimum degree of protection shall be IP 31 for indoor installation defined in IEC 60529.
  - The control panel design should provide sufficient component spacing to allow cooling by natural air circulation. However, if natural ventilation is deemed to be inadequate, then forced draft fans may be applied. In this case, two 100 % capacity fans shall be provided, each powered and alarmed separately. The control of the fans shall be such that the fans operate only when the heater is energized. The expected lifetime of the fans and their drivers shall be six years without any maintenance required.
  - The forced draft system shall be equipped with a suitable dust filter and an air guiding system such that only the heat sinks are cooled and the warm air is directly guided to the outside of the panel. Dust filters shall be easily cleaned from outside the cabinet.
  - Items requiring access for maintenance, such as cooling fans, shall be accessible from the front of the unit. Any form of maintenance requiring rear access shall clearly be identified in the documentation.

- All live terminals of door-mounted equipment having a maximum (peak) voltage of greater than 24 V shall be shrouded or otherwise protected by barriers to a degree of protection of at least IP 20. Barriers shall be of rigid insulating material, yet transparent to enable the screened components to be identified.
- All live terminals of equipment and components within the enclosure shall be similarly protected by barriers or shrouds to a degree of protection of at least IP 20, unless adequately recessed within the enclosure to prevent inadvertent contact or short circuit by personnel while performing any standard operations or unit maintenance.
- Protective relays shall be mounted in such a way that their settings and adjustments can easily be checked and/or corrected.
- The enclosure shall also be fitted with an external earth point (M10 bolt) that is connected to the main earth rail.
- Rail mounted terminals of equipment and components shall be identifiable by numerical or alphabetical markings in accordance with the Manufacturer's drawings.
- Terminals for incoming and outgoing circuits shall be grouped together at the same Rail mounted terminals of equipment and components shall be identifiable height as the power terminals.
- The terminals for the power cables shall be located so that a free space of at least 400 mm shall remain between the gland plate and the lowest terminal.
- Terminals of input and output supply cables shall be clearly and uniquely marked to indicate the nominal system voltage and the phase/polarity of the supply. The identification of terminals shall be in accordance with IEC 60445.
- All equipment shall be adequately protected against corrosion and appropriate for the environment of installation. The paint systems employed shall comprise as a minimum one coat of primer and two coats of oil resistant paint. The colour of external surfaces should be light gray.
- The fully assembled panel shall be mould and vermin-proof and shall be treated in all respects to provide lasting durability under the specified service conditions.
- Main circuit switches (mechanical) shall comply with IEC 60947 and be of the independent, manually operated, air-break type for continuous duty and shall comply with utilization category AC21.
- Contactors shall comply with IEC 60947-4-1 and be rated for uninterrupted duty and intermittent duty of at least class 1. The utilisation category for AC contactors shall be AC-1.
- General-purpose fuse links shall be type gG and comply with IEC 60269.
- Wiring between terminals shall be continuous without wire joints. Wiring shall be provided with wire markers at both ends

in accordance with identifications as used on Manufacturer's drawings.

- Fuses shall be screened from each other and arranged so that they can be safely removed. Busbars shall be insulated and, where required, designed to withstand the upstream fault level.
- z) The heater panel shall incorporate all the necessary equipment to enable operation, protection and control of the heater in accordance with this specification, and to safeguard the unit and its components from the consequences of internal and external short circuits, over voltages and any main or control circuit malfunctions, howsoever caused.
- aa) The following information shall be provided on the front outside panel:
  - Incoming voltage with phase selector switch
  - Output current with phase selector switch
- bb) The status of the alarm and protection functions shall be visually verifiable by appropriate indicators.
- cc) The following alarm and protection functions shall be provided as a minimum:
  - Earth fault trip
  - Fan failure alarm
  - Thyristor/contactator over-temperature alarm
  - Thyristor/contactator over-temperature trip
  - Heater element over-temperature alarm
  - Heater element over-temperature trip.
- dd) Thyristors shall be protected against overload by means of ultra-rapid fuses.
- ee) Temperature indicating controller to be provided with DCS/ESD interface facilities.
- ff) Core balance instantaneous ground fault protection with a maximum sensitivity of 500mA shall be provided. The sensitivity value shall be adjustable.
- gg) A ramp unit shall be provided in order to protect the heater or power system from damage that could occur as a result of electrical, mechanical and thermal shocks caused by direct full load switching.
- hh) In general, protection relays and services shall be provided with indicators and manual reset facilities on the front panel. Earth fault and over-temperature trip reset switches shall be tamper proof. Trips actuated by protective devices shall act instantaneously and shall trip the main contactor under all conditions.
- ii) Voltage-free make and break contacts shall be provided on all protective relays for remote common alarm purposes. Make contacts shall be wired in parallel and break contacts shall be wired in series to outgoing terminals.

- jj) All components for controlling, measuring, and protection shall be logically grouped in the control panel. The following accessories shall be provided as a minimum:
  - Main incoming switch shall conform to IEC 60947-1, with a door interlock and red indicator lamp
  - Main contactor with off/on auxiliary switch and terminals for remote off/on switching.
- kk) Mechanical Completion, Precommissioning, Commissioning and start up, Steady state run, Performance Guarantee Trial Run (PGTR) (72 hours Uninterrupted).
- ll) Performance guarantees and equipment/materials guarantees.
- mm) Training to OIL Personnel.
- nn) Operation and maintenance of Electrical Heaters Package for one month after successful commissioning and PGTR of the entire plant.

### **1.9.2 TOOLS AND SPARE PARTS**

- a) The contractor shall supply a set of any special tools necessary for commissioning and maintenance purposes.
- b) The Contractor shall also include 2 years maintenance spare parts along with the commissioning spare parts for Electric Heater and Control Panel.
- c) All spare parts shall comply with the same standards, specifications and tests of the original equipment and shall be fully interchangeable with the original parts without any modifications at the site.
- d) Contractor shall include all critical items like control system cards, relays, control fuse, indication lamps in the spares offered by them.

### **1.9.3 STATUTORY APPROVAL AND CERTIFICATION**

Contractor shall submit the statutory certifications from International authorities applicable for the supplies/services covered under this project specifications. Contractor shall ensure that the certificates are correctly reflecting the applicable hazardous area classifications/service descriptions as applicable.

In case for any item, contractor does not have statutory certifications, they shall assume full responsibility to approach the authorities and obtain the certification. They shall obtain all back-up documentation from the manufacturer, which are required to be submitted to the authorities for obtaining the certification. A copy of application along with the enclosures is to be submitted to Owner/EPCM Consultant for reference.

Contractor shall submit this certification prior to dispatch. Accordingly, they shall plan their activity considering usual duration required by the authorities for issuing the certification.

These certifications are to be submitted at least 12 weeks prior to dispatch of main equipment.



#### **1.9.4 INSPECTION & TESTING**

Before leaving the Manufacturer's works, all equipment shall have been inspected and tested and the results recorded in test reports.

If the Manufacturer's normal test arrangements are not applicable or the Manufacturer is unable to perform the specific tests according to design specifications, then the tests to be performed shall be subject to agreement between the Manufacturer and the OWNER before the order is placed. For example, 60 Hz equipment may be tested at 50 Hz, or vice versa, or tested under reduced load conditions.

##### **1.9.4.1 Heater:**

The mechanical tests required are those necessary to establish that the design and construction meet the requirements of the code to which the pressure vessel was designed.

a) The following mechanical tests shall be carried out:

- Hydrostatic test and other NDT as per Code.

b) The following electrical tests shall be carried out:

- High voltage test with 1500 VAC to be carried out for 1 min
- Insulation test of heaters to earth with a 500 VDC insulation resistance tester
- Continuity to be tested on each phase of the heater.

##### **1.9.4.2 Control panel**

The following tests shall be carried out:

a) Temperature Rise Tests

- All thyristors shall be operated for a minimum of two hours on full load current (reduced voltage if necessary) and the temperature of these components shall be measured and logged on a chart recorder.

b) Waveform Recording

- The output current and voltage waveform is to be recorded for each heater zone/driver, for varying levels of input signal. This test is to be carried out with full load current available. A type test is acceptable for this purpose.

c) Insulation Test

- All equipment (except instrumentation and thyristor assemblies) shall be tested at a minimum of 500 VDC.

d) High Voltage Test

- All equipment (except instrumentation, thyristor assemblies, transformers, etc.) shall be tested in accordance with IEC 60398 with a minimum test voltage of 1500 VAC for 1 min.

e) Load Control Test

- A load control test shall be performed to plot the control input against the power output using a load bank.

f) Functional Tests

- All components, e.g., protective devices, alarms, etc., shall be tested to ensure that they function correctly.

g) Noise Tests

- The control panel shall be operated at full load and sound measurements taken at 1 m distance to ensure the maximum noise level is no greater than 70 dB(A).

h) EMC Tests

- The equipment shall be subjected to tests described in IEC 61000-4 and IEC CISPR11 unless the certificate of conformity to the EMC Directive (89/336/EEC) is applicable and acceptable.

### **1.9.5 PREPARATION FOR SHIPMENT**

The units shall be suitably packed and protected against all damages or defects which may occur during handling, sea shipment to the port and rough road haulage to site and extended tropical open-air storage, generally fulfilling the following minimum requirements set in this document and as per the specification for protection of goods during shipment (FGGS-BJN-MEQ-SPC-4001).

### **1.9.6 GUARANTEE**

The equipment is to be guaranteed without qualifications and for satisfactory application in every other respect to the operating conditions specified. The Contractor will further guarantee the equipment furnished by him against defective design, materials and workmanship for a period of one year after being put into regular operation, total period not to extend 18 months from date of shipment and will promptly repair or replace, without cost to the OWNER any defective part, or parts. All parts of packages and equipment supplied by sub-Contractors shall also be guaranteed by the Contractor.

The performance guarantee shall be as specified in the data sheets, project specifications, applicable codes and standards enclosed.

### **1.9.7 WARRANTY**

The CONTRACTOR shall warrant all equipment, accessories and parts furnished with the engine-generator package. The complete package and all components must have a minimum warranty period of 1 year, commencing from date of acceptance.

The Contractor shall include warranty statement in his quote.

If any performance deficiencies or defects occur during warranty period, The Contractor shall take all the necessary immediate action to alter, repair and replace free of charge the defective parts.

Upon commissioning of generator, Contractor shall provide contact telephone number and mobile number of the service engineer who shall be responsible for answering any queries raised by buyer field personnel during any time of day/night. Contractors shall be responsible to attend the major defects and deficiencies within no more than 48 hours.

#### **1.9.8 DRAWINGS AND DATA REQUIREMENT**

The Contractor shall provide the OWNER with the following drawings and data in English at no additional cost with Quotation of 2 sets:

- Complete technical Contractor's products catalogues
- Comprehensive catalogues, technical data, dimensional outline drawings, proposed test procedure, service facilities, etc. of the equipment offered and its various components.
- Preliminary connection and wiring diagrams, dimensional and cross-sectional drawings, control system diagram.
- Declaration of confirmation with the set standards and/or clear indication of deviations from the standards and this specification.
- Contractor's design calculation, necessary documents and/or data for the calculation of the power required for the electric heater in respect to the site and climatic condition detailed in data sheet.
- Recommended commissioning and 2 years running consumable and spare parts
- Separately listed, numbered, referenced and duly priced.
- Shipping dimensions (length, width and height) and weight with shipping schedules.
- Tabulation of all connections to which OWNER connections, giving size, rating, facing etc.
- Pressure vessel General arrangement drawings and detailed drawings
- Pressure vessel design calculation.
- Test reports and performance curves, including oscillographs.

Immediately following the placing of order (not later than 60 days) 4 sets of the following shall be provided:

- Piping, wiring, control system diagram and dimensional outline drawings, dimensional outlines of all accessories of various connections details for OWNER's approval.
- Foundation plan/anchor bolts location weight of all components shown on drawing, weight of the heaviest piece for maintenance, and support drawing of intake and exhaust system
- Proposed tests procedure for OWNER's approval.

- Prints of certified drawings as well as agreed and approved test procedure and reports of all tests carried out on the equipment.
- Component list with manufacturer, model and technical characteristic specified.
- Local panel dimensions and cut outs, with interconnection details.
- Equipment sizing calculations.

At least 90 Days prior to delivery of each unit, Manuals of Installation, Operation and Maintenance shall be provided. The Manuals shall consist of the following minimum sets:

- Codes and standards compliance certificates.
- Material certificates as per Pressure Vessel specification.
- Final connection and wiring diagrams.
- Design calculations.
- Detailed Engineering Fabrication drawings
- Cable list and layout.
- Panel's layout, wiring, connections and interconnections.
- Auxiliary system schematics.
- Factory test certificates, including test data and calculated results.
- Illustrated and numbered parts list and two years running spare parts list final revision. (Refer to the attached Spare parts List and Interchangeability of Records).
- One set of reproduction of all civil, mechanical, control and Contractor shall supply electrical drawings with "As Built" marks.

**Note:** In addition, any documents or drawing deemed necessary for the review / approval of the package shall be provided by the bidder.

#### **1.10 GENERAL ACCESSORIES:**

The accessories specified below shall be supplied for individual packages as required.

- a) Complete Electrical & Instrumentation scope of work including the following,
  - Power and control cabling, cable trays and tray supports within the battery limit.
  - Local control station (as applicable)
  - Lighting fixtures, lighting distribution boards, interconnecting cables from DB to lighting fixture.
  - Earthing & lightning protection system
  - Junction boxes

- Cable glands
  - Fire proof sealing system (As required)
- b) Steel foundation template for Anchor bolt fixation and supply of Anchor bolts for the complete package as required.
  - c) Surface preparation and painting
  - d) Shop inspection and testing, Factory acceptance tests (FAT), Site acceptance test (SAT)
  - e) Packing, marking and forwarding
  - f) Spares and Special tools
    - Supply of Start-up spares as required during start-up and commissioning
    - Supply of Maintenance tools and tackles including special tools
  - g) Price list of recommended spares for smooth operation of the system / equipment for a minimum period of 2 years.
  - h) Process / Performance Guarantee
  - i) Access platforms, ladders, stairways, handrails etc as required
  - j) List of consumables
  - k) Warranty
  - l) Vendor shall incorporate all HAZOP and Safety study recommendations

#### **1.11 SPARE PARTS PHILOSOPHY:**

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

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

## **2. BATTERY LIMIT:**

- a) All the package equipment described in the scope of supply shall be in the scope of the contractor. The package design, procurement and fabrication within the package shall be under the scope of contractor. All interface tie-in shall be terminated at the package edge.
- b) All interface tie-in co-ordinate location shall be mutually agreed between the contractor and EPCM consultant. The same shall be provided in the tie-in register by the contractor.
- c) Incoming power supply upto auxiliary MCC for start-up will be provided by others. Electrical Power and Control cable within the Package system shall be in the scope of contractor. contractor is responsible for providing terminations suitable for Bus duct connection in the panel. Incomer supply cables for

distribution boards inside package shall be sized and directly terminated by others based on Contractor's input.

- d) Contractor's scope of supply for electrical cable tray shall be terminated at package tie-in.
- e) Providing UPS power supply of adequate rating as specified by Contractor for Instrumentation & Control, Control Panel at one tie-in-point specified by the contractor will be provided by others.
- f) Providing lighting incoming power supply to the designated connection point of the lighting DB as specified by the contractor will be provided by others.
- g) The Electric heater package shall be installed on the concrete stool/pedestal. The inputs required for design, construction of civil foundation, pillar, stools, steps shall be provided by the contractor in a timely manner. The civil design & construction scope will be by others.

### **3. MODULAR PACKAGE DESIGN CONCEPT:**

- a) The Electric Heater system facilities involved in the FGGS Baghjan to be pre-fabricated and transported in Container. The design of the equipment should be selected in such a way that the equipment will be placed in the standard size of the container.
- b) The Electric Heater system shall be supplied in individual containers. Container shall be protected from Water leakage and Dust ingress.
- c) The Containerized module facilities shall be transportable via roads of Assam and to the plant locations. The regulation of road safety shall be met by the package supplier.
- d) Piping can be pre-fabricated in package supplier's facility and transported to the site. The skid fabrication at site shall be avoided by the package supplier. All the associated facilities of the package skid such as equipment, piping, valves, control system, instrumentation and electrical items etc., are not envisaged to be fabricated at site.

### **4. PACKAGE ENGINEERING:**

Bidder shall carry out the package engineering as detailed below:

- a) The design life of the complete package shall be minimum 30 years.
- b) Contractor shall develop package engineering based on the design basis, specifications, drawings etc. attached in Volume-II. Basic engineering documents provided are for guidance and are minimum / indicative only. It is the responsibility of the contractor to develop any missing information based on good engineering practices for completing the project in all respect meeting quality requirement and desired level of operational efficiency. The successful Contractor shall carry out package engineering over and above of that mentioned in the tender, required to deliver the package with no extra cost. All such activities shall be vetted by EPCM consultant/OIL.
- c) Contractor shall carry out design and fabrication of Modular Electric Heater packages as per latest codes & standards.

- d) Equipment engineering shall include but not limited to the Preparation of drawings as per Basic Engineering provided, defining major equipment, giving the layout of equipment with sections and elevations, wherever necessary for equipment engineering as per the statutory. The proposed facilities shall be designed and executed on modular concept by contractor.
- e) Contractor shall attend the overall plant HAZOP/SIL study workshop, which will be conducted by other process package Contractor. Contractor shall implement the HAZOP/SIL study recommendation for their part of scope without any additional cost impact.
- f) Package Engineering phase shall include submission of HSE plan and Quality assurance plan, procurement plan, fabrication drawings, steel frame, drawings for electrical equipment, instrumentation and piping, vents/drains, Hook ups, Loops, vendor data, Layout etc.
- g) All Package Engineering, Piping, Mechanical, Instrumentation, Electrical, Structural, Civil design inputs, etc. which form a part of the Project shall be approved by the EPCM consultant. Contractor has to prepare and submit documents, design, drawings, fabrication drawings, As-built drawings, calculations and information as requested in the tender document and as required for information/ review and approval. Fabrication work shall only be carried out based on Approved for Construction (AFC) drawings approved by the EPCM consultant.
- h) Contractor to ensure that the Electric Heater packages are sized and located in accordance with the overall plot plan attached in the Volume-II. The design of the modular package shall not exceed the package size specified in the overall plot plan.
- i) Contractor shall design the modular package considering the approaches for maintenance, emergency evacuation, fire fighting etc.

## **5. TECHNICAL REQUIREMENTS:**

### **5.1. GENERAL:**

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

- Codes & standards

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

- d) The requirement of any statutory body like Chief Controller of Explosive (CCE), Nagpur, India, Environmental Clearances, Factory Inspector, and Director General of Civil Aviation Authority (DGCA) etc. shall govern where these are more stringent than the requirement specified above.
- e) Although the scope of work has been defined package wise, the contractor would be required to interact with other agencies working in the adjoining areas. It is essential to coordinate the interface directly or through EPCM consultant as and when required to attain unhindered and smooth completion.
- f) The coordinates at the battery limits will be provided later, same shall be accommodated without any cost/time implication by the contractor. Special emphasis shall be made for flare and all gravity flow lines and “no pocket” lines.
- g) Contractor shall submit the progress report every month or mutually agreed intervals.
- h) After award of Contract, the contractor shall furnish discipline wise detailed index of all drawings and documents, indicating schedule dates of submission. contractor’s additional standards if used during package engineering shall be required to be vetted by EPCM consultant before adopting.
- i) Contractor shall submit updated discipline-wise drawing status fortnightly, so that the error in construction on previous revision could be avoided. Manufacturing shall not be carried out with advance revision, not reviewed by EPCM Consultant.
- j) The fire protection and fire fighting facilities shall conform to OISD 189, OMR, NFPA, IS standards.

## **5.2. PROCESS**

The process design condition shall be in accordance with the requirements specified in P&IDs.

## **5.3. PIPING**

- a) Piping design shall be in accordance with project piping design basis

## **5.4. MECHANICAL**

- a) The mechanical equipment shall be designed and fabricated in accordance with the requirements specified in Specifications and relevant codes & standards.
- b) The equipment shall comply with the design parameter and quantity envisaged in the project.



### **5.5. INSTRUMENTATION**

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

### **5.6. ELECTRICAL**

The selection of electrical equipment shall be in accordance with the requirements specified in “Specification for electrical requirements for packaged equipment”.

### **5.7. STRUCTURAL**

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

## **6. DOCUMENTATION**

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

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

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

#### **7. STATUTORY APPROVALS:**

Contractor shall provide Equipment and Materials conforming to the rules and regulation of Govt. of India or State Govt. for its use in an installation where Gas & Diesel are used as fuel to generate electrical power. Statutory approval of exhaust emission level, noise pollution or any other to be obtained from CPCB and authorized state government agencies/bodies.

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

#### **8. PROCUREMENT:**

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

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

#### **9. MATERIAL CODING:**

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

## **10. QUALITY CONTROL:**

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

## **11. INSPECTION AND TESTING**

- a) Inspection Test Plan shall be submitted to EPCM consultant for approval before starting the fabrication work. All inspections / tests / Certificates shall have approval of EPCM consultant.
- b) Contractor shall provide the certification of material compliance in accordance with EN 10204, Type 3.1 for all materials used in pressure parts and EN 10204, Type 2.2 for non-pressure parts.
- c) The testing and inspection shall be in strict accordance with the design code requirements and OIL/EPCM approved ITP.
- d) The right to witness all inspection and Non-Destructive Test from raw material certification till final stage of inspection is reserved by EPCM consultant /OIL and their TPI agency.
- e) All test procedures shall be forwarded to the EPCM consultant for approval.
- f) EPCM / OIL will inspect the various equipment and machinery during the various stages of construction and tests at the manufacturer's works. contractor shall intimate EPCM consultant / OIL, the location and date of inspection before four (4) weeks.
- g) EPCM / TPI may at his discretion examine the following
  - Materials of construction of standard parts prior to start of work
  - Quality of casting or machined parts
  - Complete or part assembled units
  - Functional testing and simulation of control system including local control panel.

## **12. PAINTING**

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

## **13. INSULATION**

- a) Insulation of Pipe, equipment etc. shall be as per "Specification for Insulation".

- b) The contractor shall be responsible for the provision of all necessary insulation like heat conservation or the safety and protection of personnel in accordance with the “Specification for Insulation”.

#### **14. MARKING**

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

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

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

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

#### **15. TRANSPORTATION**

Contractor shall arrange to transport the skid mounted package equipment to site location at FGGS Baghjan (Tinsukia district) of Assam. The Contractor shall consider the limitation of transportation dimension to site as follows.

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

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

#### **16. INSTALLATION AND COMMISSIONING SUPERVISION**

Contractor scope shall include hook-up of skids, erection, installation, commissioning and PGTR of the complete system at site, to ensure soundness of erection and installation by providing adequate qualified experienced engineers.

The duration of PGTR will be Three (3) month.

#### **17. TRAINING**

Contractor has to provide training for operation and maintenance for the modular packages they are supplying to Owner’s personnel. Prices for Training and for clause no. 16 shall be included in item no.1 of SOR/P in Annexure to SCC.

## 18. TECHNICAL COMPLIANCE

Contractor must furnish answers/clarifications/confirmations of all the following queries and submit along with offer. Contractor shall indicate the reply in the space provided in the Technical Questionnaire. In case space provided is not adequate, the reply may be furnished separately under suitably numbered annexure /attachments duly referred against the comment/query. The Compliance Statements/Queries are required to be categorically confirmed /answered by the bidder and the completely filled in Tech Questionnaire shall be submitted together with the Bid.

Sl. No.	COMPLIANCE STATEMENT/ QUERY	CONTRACTOR'S CONFIRMATION
1	Contractor to Confirm that all requirements for supply are taken care without any deviations.	
2	Confirm that all requirements as per tender documents including Terms of Reference, Design basis, Volume-II - technical documents and Codes & Standards shall be complied without any technical deviation.  Deviations, if any against the above mentioned documents shall be duly consolidated under deviation list and submitted for EPCM approval. In case no deviations are furnished, it shall be construed that contractor's proposal is in total compliance to tender document requirements.	
3	Any deviations/deletions/corrections made elsewhere in the body of the bid (on specs etc.) other than deviation list will not be taken cognizance of and all such deviations shall be deemed to have been withdrawn by the contractor. Confirm compliance.	
4	Contractor to confirm compliance to Piping Material Specifications and Valve Material Specifications given in the bid document.	
5	Equipment data sheets, performance data for the selected vendor/ equipment model shall be subject to OIL/EPCM consultant approval, during package engineering. Confirm compliance.	
6	Compliance of MOC for equipment / components as per Volume-II specifications or superior MOC if required for the package shall be offered.	
7	Confirmation for Electric Heater Package operation at the minimum load.	
8	Dimension and no. of containers shall be complied in accordance with the overall plot plan attached in Volume-II of tender. Any change in the size of the container/ equipment shall be submitted for EPCM approval during bidding stage. Contractor to confirm.	
9	Confirm to furnish filled up electrical load data sheet.	

<b>Sl. No.</b>	<b>COMPLIANCE STATEMENT/ QUERY</b>	<b>CONTRACTOR'S CONFIRMATION</b>
10	Confirm that all electrical equipment shall be provided with valid type test certification from agency such as CMRI / BASEEFA / UL / FM / PTB / LCIE or equivalent.	
11	All FLP and WP cable glands shall be provided for each electrical equipment.	
12	The instruments that are not explicitly mentioned in the Vol-II but nevertheless required to fulfill the functional requirements shall be deemed to be included in the scope of Contractor with no additional cost and time implication to the OIL.	
13	Confirm inclusion of Structural platforms, ladders / stairs, handrails, support etc.	
14	Contractor confirm to furnish the schedule of submission of drawings, documents during kick-off meeting after order placement. Drawing / documents schedule shall be in compliance with clause no.9 of Terms of reference.	
15	Confirm that Contractor and Sub-vendor are meeting the equipment qualification criteria Requirements. Confirm Compliance.	
16	Confirm that all requirements as per Performance Guarantee shall be complied	
17	Confirm that warranty of each equipment are included in contractor's scope of work.	
18	Confirm inclusion of Fire and Gas detectors along with Fire alarm and control panel	
19	Fire extinguishers shall be ISI approved / UL Listed, contractor to Confirm compliance.	
20	Confirm that all Inspection & Tests as required for each equipment, as per Volume-II and Codes & standards referred are complied.	
21	Confirm that all consumables, chemicals, lubricants etc. for initial charge and for commissioning / PGTR have been included in the contractor's proposal.	
22	Confirm that Erection & Commissioning Spares as required for each equipment have been included by the contractor in his proposal. Further, in case any spare is consumed over and above the quoted commissioning spares during start-up/ commissioning, the same shall be supplied free of cost.	
23	Contractor shall obtain and submit the priced list of operation and Maintenance spares required for Two Year Normal Operation as recommended by the equipment manufacturer. Confirm Compliance.	
24	Confirm that Special Tools & Tackles, as required for each equipment have been included.	

**Annexure-I to TOR**

**Health, Safety and Environment (HSE) Management**

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

**Annexure-II to TOR**

**BIDDER'S QUALITY ASSURANCE SYSTEM & INSPECTION / MONITORING  
METHODOLOGY**

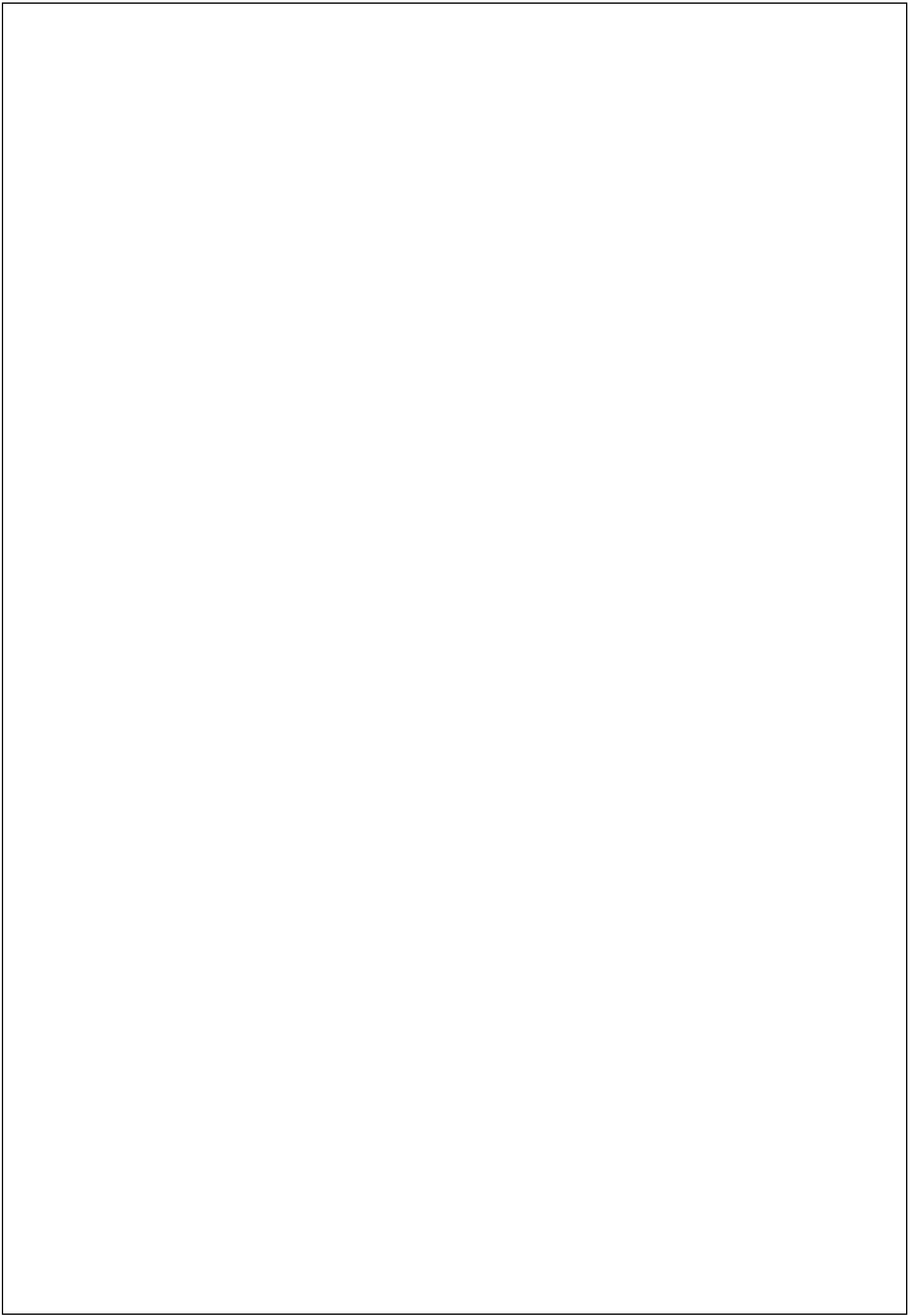
CONTRACTOR TO SUBMIT THEIR QUALITY MANAGEMENT POLICY AND QUALITY  
MANUAL WITH QMS CERTIFICATE



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

**END OF VOLUME-1 Part-3 SECTION-II**

**&&&&&&**



**VOLUME-1- Part-3- SECTION: III**  
**SPECIAL CONDITIONS OF CONTRACT**

**VOLUME 1 Part-3**  
**SECTION - III**  
**SPECIAL CONDITIONS OF CONTRACT**

**1.0 GENERAL :**

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

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

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

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

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

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

Contract Agreement

Detailed Letter of Acceptance along with Statement of Agreed Variations.

Fax/Letter of Intent/Fax of Acceptance.

Schedule of Rates as enclosures to Detailed Letter of Acceptance.

Job/Particular Specifications.

Drawings

Technical/Material Specifications.

Special Conditions of Contract.

Instruction to Bidders

General Conditions of Contract.

Indian Standards

Other applicable Standards

It will be the Contractor's responsibility to bring to the notice of Engineer-in-Charge any irreconcilable conflict in the contract documents before starting the

work (s) or making the supply with reference which the conflict exists.

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

## **2.0 SCOPE OF WORK:**

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

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

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

## **3.0 SCOPE OF SUPPLY :**

The Contractor scope shall include engineering, supply, installation at site, pre-commissioning, commissioning, Performance guarantee test run for minimum period 3 months of Electric Heater (EH) packages, including all the materials, instruments, equipment, tools and tackles required for delivery of Electric Heaters (EH) packages in all respects as per the requirement enumerated in Technical Section of Bidding Document, at their sole cost and expenses).

## **4.0 Deleted (Supply of Water, Power & other Utilities)**

## **5.0 TIME SCHEDULE :**

The Work shall be executed strictly as per time schedule given in **Annexure- I to SCC.** The period of completion given includes the time required for delivery of packages in all respects to the satisfaction of the Consultant. The Project Execution Plan shall be prepared by the Contractor and approved by the Consultant. This programme will take into account the Time Schedule as mentioned in Annexure- I. Weekly execution progress shall be reported to Consultant.

## **6.0 DRAWINGS AND DOCUMENTS :**

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

The drawings and documents to be submitted by the Contractor to the Company

after award of the work as per agreed DCI shall be for the Company's review, information and record. The Contractor shall ensure that drawings and documents submitted to the Company are accompanied by relevant calculations, data as required and essential for review of the document/drawings. The Company shall review the drawings/documents within two weeks from the date of submission provided the same are accompanied by relevant calculations, data as required and essential for review.

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

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

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

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

#### **7.0 FIRM PRICES :**

The quoted price shall remain firm and fixed till the completion of work except for the statutory variations of Taxes & Duties as mentioned elsewhere in the bidding document.

#### **8.0 GOVERNMENT OF INDIA NOT LIABLE :**

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

covenants not to sue to Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement

#### **9.0 INTELLECTUAL PROPERTY :**

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

#### **10.0 PROVIDENT FUND ACT :**

The Contractor shall strictly comply with the provisions of Employees Provident Fund Act and register themselves with RPFC before commencing work. The Contractor shall deposit Employees' and Owners' contributions to the RPFC every month. The Contractor shall furnish along with each running bill, the challan/receipt for the payment made to the RPFC for the preceding months.

#### **11.0 ALTERATIONS IN DESIGNS, PLANS, DRAWINGS, SPECIFICATIONS ORDERS AND INSTRUCTIONS :**

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

If such alteration or amendment shall, in the opinion of the Contractor, necessitates an extension in the time for completion, the provision of Clause 5.0 and related clauses with regard to the extension of time, shall apply. If such alteration or amendment shall, in the opinion of the Engineer-in-Charge (whose opinion in this behalf shall be final and binding upon the Contractor), necessitates the performance of any work not covered by the Schedule of Rates, the remuneration for such work or portion or item thereof not covered by the Schedule of Rates shall be determined in the following manner:

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

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

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

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

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

- b. If any alteration, amendment or modification shall, in the opinion of the Engineer-in-charge (whose opinion in this behalf shall be final and binding upon the Contractor) results in a reduction or increase or change in the work or supply covered by the lumpsum price so as to render unreasonable the lump sum price, the Company and the Contractor shall negotiate a suitable increase or reduction, as the case may be, in the lump sum price, and failing agreement on a negotiated rate for the item by appropriate reduction/increase, as the case may be, the Engineer-in-Charge shall fix the reduction or increase as he considers reasonable in the circumstances to the lump sum price, and the lump sum price shall be deemed to be accordingly amended to the extent applicable to the work covered by the alteration or amendment.



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

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

The Contractor shall not be entitled to any compensation in addition to the payment for the work actually performed by the Contractor calculated on the basis of the Schedule of Rate(s) or lump sum Price or as provided for in this Clause hereof, as the case may be, as a result of any amendment or variation in the specification, orders, instructions, plans, designs or drawings notwithstanding that such alteration(s)/variation(s) may have resulted in a reduction of the total quantum or value of the work involved under the Contract, except as provided for in **clause18** hereunder.

c. **ALTERATION IN THE SCOPE OF WORK:**

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

If any alteration in the scope of work shall, in the opinion of the Contractor, necessitates any extension in the time for completion, the provisions of **Clause 5.0** and associated clauses with regard to the extension of time shall apply.

- If such alteration shall, in the opinion of the Engineer-in-Charge (whose opinion in this behalf shall be final and binding upon the Contractor), necessitate the performance of any work not covered by the Schedule of Rates, the remuneration for such work or portion or item thereof not covered by Schedule of Rates shall be determined in accordance with the provisions set forth below: -
- If in the opinion of the Engineer-in-Charge (whose opinion in this behalf shall be final and binding upon the Contractor)

any alteration in the scope of the work shall result in any reduction or increase or change in the work or supply covered by the lump sum price so as to render unreasonable the lump price, the lump sum Price shall be increased or reduced, as the case may be.

Providing determination of the rates aforesaid, the provisions of this clause shall mutatis mutandis apply.

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

#### **12.0 Deleted (Construction Equipment and Site organization)**

#### **13.0 QUANTITIES OF WORK :**

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

#### **14.0 MEASUREMENT OF WORKS :**

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

#### **15.0 TERMS OF PAYMENT :**

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

#### **16.0 TEMPORARY WORKS :**

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

## **17.0 PROTECTION OF EXISTING FACILITIES :**

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

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

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

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

## **18.0 Deleted (Work Front)**

## **19.0 Deleted (Cranes and lifting tools and tackles)**

## **20.0 STATUTORY APPROVALS :**

The application for statutory approvals on behalf of the Company for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual installation/commissioning of the work is not delayed for want of the approval/inspection by the concerned authorities.

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

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

#### **21.0 TESTS AND INSPECTION :**

Materials to be supplied by the Contractor under the scope of work shall be inspected as per the detailed scope provided in the Technical Part of Bidding Document, by the Third Party Inspection Agencies out of BV/DNV/LRS/IRS/RITES. The contract price shall be inclusive of such TPI inspection charges and no extra claim shall be entertained towards the same.

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

All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by the Contractor at his own cost.

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

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

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

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

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

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

#### **22.0 Deleted (Mechanized Construction)**

#### **23.0 Deleted (Temporary Works)**

#### **24.0 QUALITY MANAGEMENT SYSTEM :**

Bidder shall include in his offer the Quality Assurance Programme containing

the overall quality management and procedures, which is required to be adhered to during the execution of contract. After the award of the Contract detailed quality assurance programme shall be prepared by the contractor for the execution of the Contract for various works, which will be mutually discussed and agreed to.

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

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

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

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

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

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

#### **25.0 HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT :**

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

#### **26.0 Deleted (Site cleaning)**

#### **27.0 COMPLETION DOCUMENTS :**

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

- (i) Material Inspection/Test Report for supply of all materials
- (ii) As built drawings

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

### **28.0 COORDINATION WITH OTHER AGENCIES :**

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

Within three weeks from the date of LOA the contractor will provide all the necessary input to other contractors representing OIL for preparation of civil foundation for the packages. The contractor shall survey the foundations for dimensions, elevations and orientation before taking over the foundation.

### **29.0 TEST CERTIFICATES :**

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

The Contractor shall also submit the test certificate with every batch of material supplied which will be approved by Engineer-in-Charge. In case any test is to be carried out, the same shall be got done in the approved laboratory at the cost of the Contractor.

### **30.0 ROYALTY :**

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

### **31.0 Deleted (Excavation by Blasting)**

### **32.0 Deleted (Minimum Site facilities for workmen)**

### **33.0 ADDITIONAL WORKS / EXTRA WORKS :**

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

#### **34.0 RESPONSIBILITY OF CONTRACTOR :**

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

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

#### **35.0 SINGLE POINT RESPONSIBILITY :**

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

#### **36.0 CHECKING OF LEVELS :**

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

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

#### **37.0 Deleted (Clearance of site on completion).**

#### **38.0 COORDINATION WITH PROJECT MANAGEMENT CONSULTANT (PMC) :**

The Contractor shall coordinate with the PMC, if so, engaged by the Company, for provide free access and assistance during the inspections and other activities to be carried out by the PMC. The Contractor shall comply to the requirements of the PMC and obtain all the clearances from the PMC for his work.

#### **39.0 DELAYS BY THE COMPANY OR ITS AUTHORISED AGENTS :**

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

No adjustment in Contract Price shall be allowed for reasons of such delays and extensions granted except as provided in Tender Document, where the Company

reserves the right to seek indulgence of the Contractor to maintain the agreed Time Schedule of Completion.

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

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

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

- a. To determine the Contract in which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Company on that behalf, whereupon the Contractor shall stop forthwith any of the Contractor's work then in progress, except such work as the Company may, in writing, require to be done to safeguard any property or work, or installations from damage, and the Company, for its part, may take over the work remaining unfinished by the Contractor and complete the same through a fresh contractor or by other means, at the risk and cost of the Contractor, and any of his sureties if any, shall be liable to the Company for any excess cost occasioned by such work having to be so taken over and completed by the Company over and above the cost at the rates specified in the schedule of quantities and rate/prices.
- b. Without determining the Contract to take over the work of the Contractor or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the Contractor. The Contractor and any of his sureties are liable to the Company for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/Rates, occasioned by such works having been taken over and completed by the Company.
- c. The whole or part of the Contract Performance Security furnished by the Contractor is liable to be forfeited without prejudice to the right of the Company to recover from the Contractor the excess cost referred to in the sub-clause aforesaid, the Company shall also have the right of taking possession and utilising in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the Contractor as may be necessary and the Contractor shall not be entitled for any compensation for use or damage to such materials, equipment and plant.
- d. The amount that may have become due to the Contractor on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of Contract or from the taking over of the work or part thereof by the Company as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the Contract, rest exclusively with the Contractor. This amount shall be subject to deduction of any amounts due from the Contractor to the



Company under the terms of the Contract authorised or required to be reserved or retained by the Company.

Before determining the Contract as per Clause 40(a) or (b) provided in the judgement of the Company, the default or defaults committed by the Contractor is/are curable and can be cured by the Contractor if an opportunity given to him, then the Company may issue Notice in writing calling the Contractor to cure the default within such time specified in the Notice.

The Company shall also have the right to proceed or take action as per 40(a) or (b) above, in the event that the Contractor becomes bankrupt, insolvent, compounds with his creditors, assigns the Contract in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the Company to give any prior notice to the Contractor.

Termination of the Contract as provided for in sub- clause 40(a) above shall not prejudice or affect their rights of the Company which may have accrued up to the date of such termination.

#### **41.0 COMPLETION OF WORK :**

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

#### **42.0 GENERAL GUIDELINES DURING AND BEFORE ERECTION:**

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

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

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

Manufacturer's recommendations and detailed specifications for the installation of the various equipment and machines will be passed on to the contractor to the extent available during the performance of work. The requirements

stipulated in these clauses shall be fulfilled by the Contractor.

Various tolerances required as marked on the drawings and as per specifications and instructions of the Engineer-in-Charge, shall be maintained. Verticality shall be maintained. Verticality shall be verified with the theodolite.

#### **ERECTION OF EQUIPMENTS:**

All the erection shall be carried out by Cranes of suitable capacity. Erection by derrick shall not be permissible. The Contractor shall arrange the crane of suitable capacity required for erection and include cost for same in respective items without any liability on the part of the Company.

The Contractor shall submit the indicative erection scheme for compressor/equipment and shall undertake the erection only after obtaining approval of erection scheme by the Engineer-in-charge.

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

#### **43.0 Deleted (Distinction between Substructure and Superstructure )**

#### **44.0 Deleted (Underground and overhead structures).**

#### **45.0 EXECUTION OF ELECTRICAL WORKS :**

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

#### **46.0 CIVIL & STRUCURAL MATERIALS :**

**46.1 Structural Steel:** Structural Steel shall be procured from manufacturers having valid BIS license. The structural steel shall conform to IS:2062 & IS:808 and will meet the technical specifications of the contract. This shall be subject to establishment of correlation with manufacturer's certificate and listed in the BIS website as on date of procurement of steel shall be all MTC for conformance to the applicable code.

In case of non-availability of structural steel from inland manufacturer (SAIL, TISCO, RINL, ESSAR, JINDAL, JSIW steel and other listed in CPWD approved list), OIL may accord project specific approval to the contractor to use structural steel procured from other reputed manufacturer fulfilling the technical requirements. However, such approvals shall be considered subject to the contractor offering rebate.

#### **47.0 Deleted (Building and other construction worker's ACT)**

#### **48.0 Deleted (Surplus Material)**

#### **49.0 Deleted (Fabrication Shed)**

#### **50.0 Deleted (Warehousing)**

### **51.0 LABOUR LICENCE :**

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

### **52.0 LABOUR RELATIONS :**

In case of labour unrest/labour dispute arising out of no implementation of any law the responsibility shall solely lie with the Contractor and he shall remove/resolve the same satisfactorily at his cost and risk.

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

### **53.0 DEPLOYMENT OF LOCAL LABOUR :**

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

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

### **54.0 WARRANTY /GUARANTEE:**

Goods, materials, package (s), system (s) etc., to be supplied under the scope of supply of the Contractor shall be new, of recent make, of the best quality & workmanship and shall be guaranteed for a period of **12 months** from the date of successful commissioning and trial run, against defects arising from faulty materials, workmanship or design. Defective goods/materials or parts notified by the Company shall be replaced immediately by the Contractor on F.O.R. destination basis including payment of all taxes and duties at Seller's expense. This guarantee shall survive and hold good notwithstanding inspection, payment for and acceptance of the goods.

### **55.0 DEFECT LIABILITY PERIOD:**

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

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

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

#### **56.0 PAYMENT & INVOICING PROCEDURE:**

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

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

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

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

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

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

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

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

The Contractor shall maintain complete and correct records of all information on which the Contractor's invoices are based up to 2 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query / objection. Any audit conducted by the Company of the Contractor's records, as provided herein,

shall be limited to the Company's verification (i) of the accuracy of all charges made by the Contractor to the Company and (ii) that the Contractor is otherwise in compliance with the terms and conditions of this Agreement.

#### **57.0 CUSTOMS DUTY (DELETED)**

#### **58.0 TAXES, DUTIES AND LEVIES :**

##### **GST:**

- I. Lumpsum prices in the Schedule of Rates/Prices shall be EXCLUSIVE of GST.
- II. GST shall be reimbursed to the Contractor at actual against submission of Tax Invoice issued in accordance with GST Rules.
- III. GST rate shall be subject to Statutory Variation subsequent to submission of last price bid.

##### **E-Way Bill**

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

#### **59.0 INCOME TAX & CORPORATE TAX:**

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

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

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

#### **60.0 STATUTORY VARIATION:**

At a later date during the Contractual Time Schedule, if there is variation in GST applicable on materials brought for the purpose of permanent incorporation in the works/services, work performed by the Contractor or imposition of new

levies, taxes and duties due to subsequent statutory legislation, then the financial implications to the extent of such variation shall be reimbursed to Contractor at actual subject to production of documentary evidence by the Contractor. In case of any reduction in the above taxes and duties, the Contractor shall pass on the benefits to the Company. In case of any statutory variation in taxes/duties and introduction of any new taxes, duties, levies beyond the Contractual Time Schedule, due to delays in completion of work for the reasons not attributable to Owner, shall be to the Contractor's account. The base date for the purpose of statutory variations shall be the date of submission of last price bid.

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

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

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

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

**ANNEXURE- I TO SCC**

**VOLUME 1 Part-3**

**SECTION - III**

**TIME SCHEDULE**

<b>NAME OF WORK</b>	<b>TIME OF COMPLETION</b>
<b>Engineering, Procurement, Fabrication, Supply, Transportation, Installation/ Erection and Commissioning Assistance of Modular Electric Heaters at Field Gas Gathering Station (FGGS) Baghjan, in Upper Assam.</b> <b>BID DOCUMENT NO. CPI7204P22</b>	<b>TEN MONTHS (10) from LOA</b>

Note:

1. The Time of delivery of Modular Electric Heaters Package at site, shall be reckoned from date of award of contract, which shall be the date of issue of Letter of Award (LOA).
2. The Time indicated is for delivery of Modular Electric Heaters packages in all respects as per specifications, codes, drawings and instructions of Consultant.
3. Any delay in completion shall be subject to Liquidated Damages as defined in the bidding document, which shall be applicable.
4. All demurrage on account of non-readiness of contractor like non arrangement of requisite vehicles, all requisite permissions shall be borne by the contractor.

(SIGNATURE OF BIDDER)

## **ANNEXURE- IIA TO SCC**

### **VOLUME1 Part-3**

### **SECTION - III**

#### **ANNEXURE- IIA to Special Conditions of Contract**

#### **PREAMBLE TO SCHEDULE OF RATES/PRICE**

1. Bidder's quoted prices shall be strictly as per various FORMS included under Schedule of Prices. Bidder shall quote prices against each item mentioned in SOR/P. GRAND TOTAL PRICE may be referred as Engineering, Procurement, Modular Package Construction of Electric Heaters price and other charges to effect safe delivery of Modular Electric Heaters Packages at site and then associated service/works. Modular Electric Heater package Contract Price quoted shall be inclusive of all taxes, duties, except Goods and Service Tax (GST).
2. The price quoted shall be on contract basis. Payments to contractor shall be made limited to Contract price indicated, irrespective of the progressive payments made during execution.  
Obligation of the Contractor is not limited to the quantities that the Contractor may either indicate in the Schedule of Breakup of Package Material Prices along with his bid or in further detailed break of lump sum prices furnished after award of work. Contractor shall carry out entire scope of work/supplies as detailed in various sections/volumes of the Bidding Document within the quoted Modular Electric Heaters Package Price (Contract Price).
3. Contract prices quoted by the Bidder shall include cost of any other supplies/work(s) not specifically mentioned in the Bidding Document but necessary for the efficient, trouble free operation of the package items and to make this package complete in every respect.
4. Bidder to note that the Price as stated in Schedule of Rates/Price (Form SOR/P) shall be considered and shall form the Total Price payable under the Contract as the Modular Electric Heaters Package Price before Goods & Service Tax. The GST as computed as per BEC.
5. Price Bid Evaluation of BEC shall be added to the quoted Modular Electric Heaters Package Price to ascertain the Total Contract Value (Price). The Spares for start- up/commissioning and mandatory spares required are in CONTRACTOR's scope and are included in their above quoted Modular Electric Heaters Package Prices. In addition, for information the bidder shall furnish mandatory spares for two years operation & maintenance (not for evaluation).
6. Bidder shall also furnish the Cost Break up of Schedule of Rates/Price as per Annexure II-A.
7. Bidder shall ensure that prices quoted include the complete scope of supply in totality as below:



- i) Engineering including but not limited to -
  - a) Detailed engineering including preparation of PFD/UFD, plot plan, simulation, heat & mass balance, hazardous area identification, equipment & piping layout diagram, stress analysis, mechanical design, piping design, civil egg. Design, electrical & instrumentation egg. Design, engineering drawings for all items, based on Design Basis, Scope of work & Functional Specifications, Detailed fabrication drawings, MTO etc., for all Equipments/Vessels and package systems.
  - b) Provision of necessary supports for obtaining statutory approvals for individual equipment / instrument.
  - c) Submission of list of BOM (Bill of materials) in soft and hard form against all materials & equipments supplied at FGGS Baghjan along with quantities, manufacturer details, technical specifications etc.
  - d) Submission of Quality assurance, Quality Control, Quality Plan and Inspection plan.
  - e) Submission of HSE Plan
- ii) Procurement and Supply including but not limited to -
  - a) Procurement of all materials whatsoever required for the fabrication, supply of equipment along with associated piping, instrumentation. Structural platforms, ladders/stairs, support etc. within the specified battery limits and delivery of the complete system at site
  - b) Procurement and supply of package systems
  - c) Procurement and supply of Mandatory spares
  - d) Fabrication of all items covered in Bid Package including Surface Preparation and Painting.
  - e) Packing, Transportation and supply of all items to site.
  - f) Inspection and expediting for procurement
  - g) Supply of all special tools and tackles as required.
  - h) Unloading of all materials at site.
  - i) Supervision during Commissioning.
  - j) Steady state run of Modular Electric Heaters Packages for 48 hours
  - k) Performance Guarantee Trial Run (PGTR) on continuous basis (uninterrupted) for 72 hours
  - l) Training to OIL personnel

8. Title of Modular Electric Heater packages shall not be transferred by Contractor to OIL at the time of supply and brought to site, and shall be transferred by Contractor upon obtaining acceptance certificate from Consultant/Company.

**ANNEXURE- IIA to SCC**

**SCHEDULE OF RATES/PRICES**  
**Form SOR/P**

Sr. No .	Description	Total Quoted Price	
		Amount in Indian Rupees (INR) (i)	Amount in Indian Rupees (INR) in words (ii)
I. COST OF SUPPLIES:			
1	<b>Total Cost of Supplies / Material</b> covering Engineering, Procurement, Fabrication, supply, Erection and Commissioning for Electric Heater on Modular Package basis for entire scope of Project as given in bidding document on Ex-Works Basis including all other applicable taxes and duties, <b>but excluding GST.</b>  <b>Note 1: While quoting the Bidder should refer to Schedule of Payments.</b>		
2	Inland Freight & Delivery at site <b>excluding GST</b>		
3	<b>TOTAL : 1+2</b>  Inclusive of all applicable Taxes, duties except GST		

**A) SCHEDULE OF PAYMENTS:**

**FOR SUPPLY, ERECTION & COMMISSIONING OF PACKAGES**

1. 10 % of Package Material Price (SOR/P Item No. 1) against approval of documents and drawings identified in Contract at least in Code-2 and against placement of sub-order for specified major raw material (to be identified during kick off meeting, if not specified in bidding documents) and against submission of Advance Bank Guarantee (ABG) of equivalent amount.
2. 10% of Package Material Price (SOR/P Item No. 1) against identification of raw materials at Contractor's works (to be identified during kick off meeting, if not specified in bidding documents) and against submission of advance Bank Guarantee of equivalent amount.
3. 35% of Package Material Price (SOR/P Item No. 1) against receipt of materials at site (along with copy of LR/GR and IRN), provide all the documents are approved in code 1. Details of spare parts with supply for Startup , Commissioning , 1 year mandatory spare & 2 years O&M spares list with price.
4. 10% of Package Material Price (SOR/P Item No 1) against successful completion of site erection, installation of complete package upon obtaining mechanical completion certificate.
5. 20% of Package Material Price (SOR/P Item No. 1) on successful completion of Commissioning and PGTR of the project work, and on successful completion of Training as per bidding documents.
6. 5% of Package Material Price (SOR/P Item No. 1) on receipt of Final/As built Drawings/Documents/Data/Manual in requisite number of copies/sets/CDs as per VDR specified in bidding documents (to be identified during kick off meeting, if not specified in bidding documents)
7. 10% of Package Material Price (SOR/P Item No. 1) on successful completion of Operation and maintenance of Modular Electric Heater Package for one month after successful commissioning and PGTR of the entire plant.
8. Payment for item No. 2 in SOR/P shall be limited to quoted price against submission of relevant documents. To be paid along with material payment under milestone no 3. of (SOR/P Item No. 1)

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

GENERAL NOTES:

- (i) 1<sup>st</sup> milestone payment shall be released only after receipt of Performance Bank Guarantee (PBG)
- (ii) In case of Indigenous SUPPLIER's, wherever taxes/duties are separately indicated, the order value shall be exclusive of taxes/duties, Amount paid on account of taxes/duties shall be paid along with the payment released against dispatch documents on receipt of GST tax invoice.
- (iii) Payment shall be released through Electronic Clearing System (ECS).
- (iv) All bank charges of respective bankers shall be to respective account.
- (v) Bidders to arrange for necessary/applicable road permits/e-way bill for every dispatch.

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

(Not to be considered for Evaluation of Bid).

S No.	System / Descriptions	Estimated Quantity	Ex-Works Price In INR	FOR Desination In INR
1	2	3	4	5
A.1	Electric Heaters	10		

**[ANNEXURE - III TO SPECIAL CONDITIONS OF CONTRACT]**

**QUALITY MANAGEMENT SYSTEM**

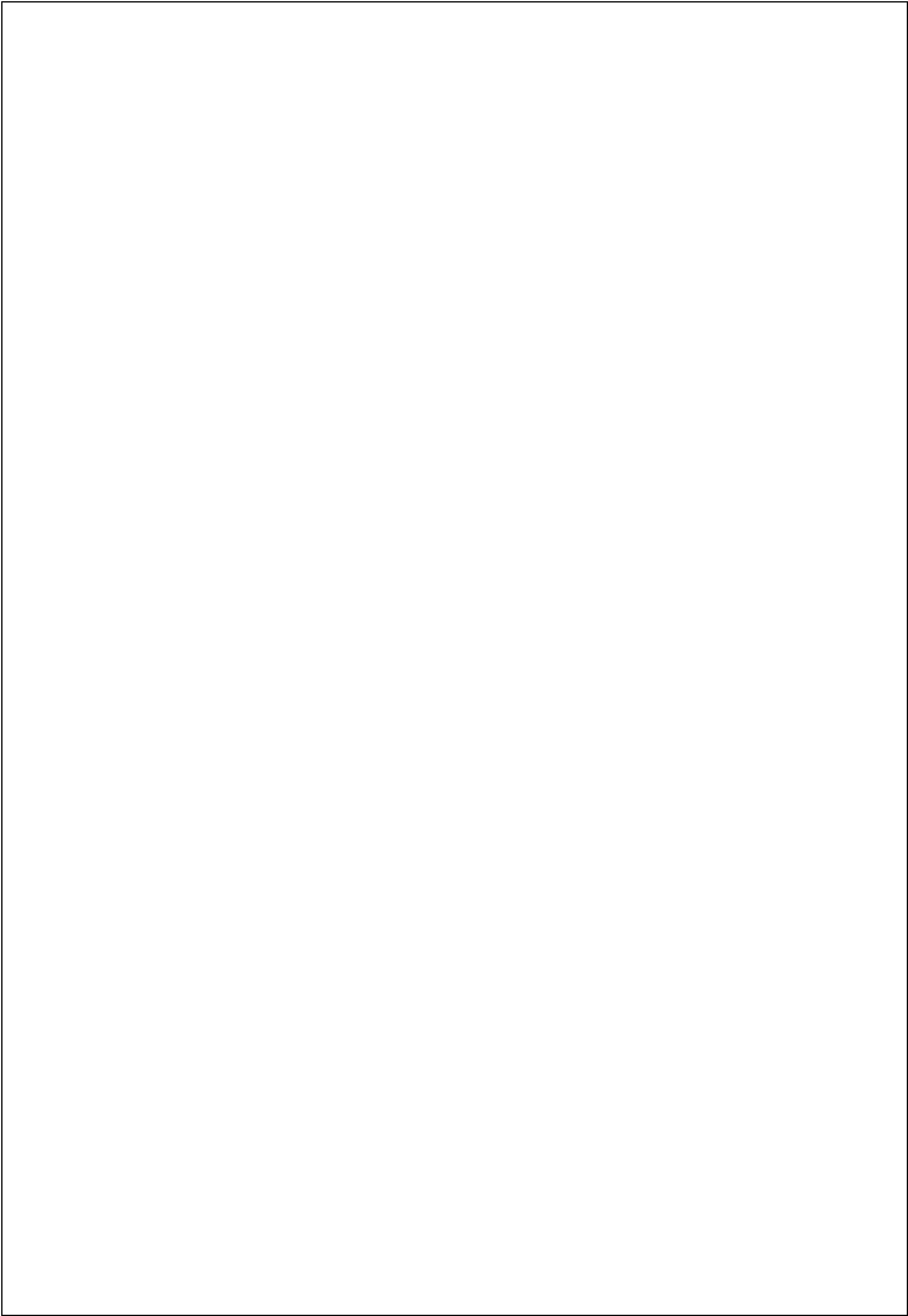
MODULAR ELECTRIC HEATER PACKAGE CONTRACTOR TO SUBMIT THEIR  
QUALITY MANAGEMENT POLICY AND  
QUALITY MANUAL WITH QMS CERTIFICATE

**[ANNEXURE - IV TO SPECIAL CONDITIONS OF CONTRACT]**

**HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT**

MODULAR ELECTRIC HEATER PACKAGE CONTRACTOR TO SUBMIT THEIR HSE  
MANAGEMENT POLICY AND HSE MANUAL WITH HSE CERTIFICATE





## **ANNEXURE -A**

### **INTEGRITY PACT**

Between

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

And

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

#### **Preamble:**

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

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

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

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

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

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

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

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

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

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

exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

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

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

#### **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, whichever is higher.

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

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

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

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

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

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

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

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

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

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

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

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

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

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

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

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

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or

intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

### **Section 9 - Pact Duration**

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

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

### **Section 10 - Other provisions**

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

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

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

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

-----  
For the Principal

-----  
for the Bidder/Contractor

Place: Duliajan  
Date:

Witness1: .....  
Witness 2: .....

## **SCHEDULE-I**

### **PERFORMANCE GUARANTEE SCHEDULE**

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

As specified in Terms of Reference and Technical Specification.

**SIGNATURE OF BIDDER:** \_\_\_\_\_

**NAME OF BIDDER:** \_\_\_\_\_

**COMPANY SEAL:** \_\_\_\_\_

### SCHEDULE-II

## PLANT & MACHINERY SCHEDULE

[illegible]

**Note:** Bidder to provide the detail list of Plant & Machineries to be used along with the Bid.

**SIGNATURE OF BIDDER:** \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

**COMPANY SEAL:** \_\_\_\_\_

**END OF VOLUME 1 PART-3 SECTION-III**

ⓈⓈⓈⓈⓈⓈⓈ



**PROFORMA-I**

**BID FORM**

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

**Sub: E-Tender No. CPI7204P22**

*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 \_\_\_\_\_ 2021.

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

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

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

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

<b>Section No.</b>	<b>Clause No. (Page No.)</b>	<b>Non-Compliance</b>	<b>Remarks</b>

**Signature of Bidder:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

**PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

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

Sir,

**SUB: OIL's E-Tender No CPI7204P22**

I/We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorised to represent us during bid opening on our behalf with you against E-Tender No. \_\_\_\_\_ for **Engineering, Procurement, Fabrication, Supply, Transportation, Installation/ Erection and Commissioning Assistance of Modular Electric Heater at Field Gas Gathering Station (FGGS) Baghjan, in Upper Assam.**

Yours Faithfully,

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Signature of Bidder:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**PROFORMA LETTER OF AUTHORITY**

**TO**  
**CGM-PROJECTS (HoD)**  
**Projects Department**  
**P.O. DULIAJAN PIN-786602**  
**Dist. Dibrugarh, Assam**  
**India**

Dear Sir,

**SUB: OIL's E-Tender No CPI7204P22**

We \_\_\_\_\_ of \_\_\_\_\_

—  
Confirm that Mr. \_\_\_\_\_  
\_\_\_\_\_ (Name and Address) is authorised to represent us to Bid,  
negotiate and conclude the agreement on our behalf with you against E-Tender  
No. \_\_\_\_\_ for **Engineering, Procurement, Fabrication, Supply,  
Transportation, Installation/ Erection and Commissioning Assistance of  
Modular Electric Heater at Field Gas Gathering Station (FGGS) Baghjan, in  
Upper Assam** for any commercial/ Legal purpose etc.

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

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

Yours faithfully,

Signature: \_\_\_\_\_

Name & Designation \_\_\_\_\_

For & on behalf of \_\_\_\_\_

**NOTE:** This letter of authority shall be on printed letter head of the bidder, and  
shall be signed by a person competent and having the power of attorney (Power of  
attorney shall be annexed) to bind such Bidder.

**BID SECURING DECLARATION**

(to be submitted on Bidders's letter head)

To,  
Oil India Limited  
Projects Department  
Duliajan, Assam - 786602

**TENDER NO CPI7204P22**

I/We, the undersigned, declare that:

- 1.0 I/We understand that, according to your Tender conditions, bids must be supported by a 'Bid Security' in the form of a 'Bid-Securing Declaration'.
- 2.0 I/We the undersigned hereby declare that if we withdraw or modify our Bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, or we fail to submit performance security before the deadline defined in the Tender document; we will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

**Name and Signature of**  
**Authorized Signatory and Company Seal**

**PROFORMA-VI**

**[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:

---

Signature of Bidder with Official Seal

**PROFORMA-VII**

**FORM OF PERFORMANCE BANK GUARANTEE**

**(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE AFTER ISSUE OF LOA)**

**To  
M/s OIL INDIA LIMITED,  
PROJECTS DEPARTMENT  
DULIAJAN, ASSAM, INDIA, PIN-786602**

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

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

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

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed 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: \_\_\_\_\_

**Note:**

The Bank Guarantee issuing bank branch shall ensure the following:

- a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:

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

The above message / intimation shall be sent through SFMS (indicating the Contract No.) by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

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



**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 had issued a firm Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against Company's IFB No. \_\_\_\_\_ and the Contractor accepted the same vide Letter No. \_\_\_\_\_ dated \_\_\_\_\_.

WHEREAS, the Contractor has furnished to Company the performance security in the form of DD/BC/BG for Rs. \_\_\_\_\_ (being 3% of Contract value) with validity of 90 (Ninety) days beyond the contract period.

All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- (a) PART-I indicating the General Conditions of this Contract;
- (b) PART-II indicating the Schedule of work, unit, quantities & rates;
- (c) PART-III indicating the Special Conditions of Contract;
- (d) PART-V indicating the Safety Measures.

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-IX**

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

Ref. No \_\_\_\_\_

Date \_\_\_\_\_

**Sub: Undertaking of authenticity of information/documents submitted**

**Ref: Your Tender No. CPI7204P22**

**To,  
The CGM-Projects (HoD)  
Projects Department,  
OIL, Duliajan**

**Sir,**

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

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

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our 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)

**PROFORMA-X**

**REPLY TO COMMERCIAL QUESTIONNAIRE**

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

<b>Sr. No.</b>	<b>Commercial Query</b>	<b>Bidder's Reply / Confirmation</b>
11	Confirm that proposed adequate project / site organization with qualified supervisory personnel having sufficient experience shall be engaged.	
12	Confirm that all costs resulting from safe execution of work, such as safety induction, use of protective clothing, safety glasses and helmet etc. have been considered, including any special safety measures required to be taken during monsoon, or any other safety measures to be undertaken by the Modular Electric Heater PACKAGE CONTRACTOR for the execution of Work are included in the quoted price.	
13	Please confirm that all safety rules & regulations as mentioned in Bidding Document shall be adhered by Modular Electric Heater PACKAGE CONTRACTOR within quoted price.	
14	DELETED	
15	<p>Confirm the following: "The planning schedule, S-curves, manpower estimates, construction equipment deployment schedule etc; submitted by the bidder with his bid, are indicative and shall not be basis for extra compensation in case actual needs are higher.</p> <p>Detailed planning schedule developed by Modular Electric Heater PACKAGE CONTRACTOR after Contract award may be subject to fluctuations depending upon actual progress of the project and available work front.</p> <p>Notwithstanding the above provision, the bidder shall submit these details in accordance with the volume of work which may be reviewed and commented by us during pre-award stage / post award stage.</p>	
16	Please furnish the biodata of key personnel including nominated Project Director, Project Manager, Engineering Manager, Engineering Co-ordinator, Purchase Manager, QA / QC Manager, Commissioning Manager, Commissioning Engineer, etc. These will be reviewed and approved by Engineer-in-charge	
17	Please confirm that all chemicals, consumables etc. required for initial charge as per provision of Bidding document shall be supplied by the Modular Electric Heater PACKAGE CONTRACTOR.	

<b>Sr. No.</b>	<b>Commercial Query</b>	<b>Bidder's Reply / Confirmation</b>
18	DELETED	
19	Please confirm, you shall submit Completion Documents.	
20	Please confirm that your bid is valid for 120 days from the date of closing of bid.	

**STAMP AND SIGNATURE OF BIDDER**

**PROFORMA-XI****COMMERCIAL CHECK LIST****Bidder's Name:** \_\_\_\_\_**TENDER NO. CPI7204P22**

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

<b>Sl. No.</b>	<b>Description</b>	<b>Bidder's Confirmation</b>
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 in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate HSN Code Indicate rate of GST applicable.	HSN Code: GST .....%
6.	EMD Details: Whether Bid Securing Declaration submitted	
7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to 120 (One Hundred Twenty) days from original 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 you have submitted all documents as mentioned in the Tender/Annexures	
13.	Confirm acceptance to all terms & conditions of the Tender.	
14.	Confirm that all correspondence must be in English Language only.	
15.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
16.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
17.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered overriding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Office Stamp \_\_\_\_\_



**PROFORMA-XII**

**UNDERTAKING TOWARDS SUBMISSION OF BANK GUARANTEE**

To,

Oil India Limited

Contracts Department

Duliajan, Assam - 786602

We, M/s..... are submitting the Performance Security in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing Reference No. ....for an amount of INR..... valid up to ..... as per terms and conditions of Tender/Contract No. ....

**BG issuing bank details:-**

Bank	
Branch IFS Code	
<b>Contact Details</b>	Mobile
E-mail Addresses	Telephone
	Fax
<b>Correspondence Address</b>	State
H No/Street/City	Country
	Pin Code

Declaration:

We have arranged 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: \_\_\_\_\_

Encl: Original bank guarantee

**PROFORMA- XIII**

**BIDDER'S GENERAL INFORMATION**

To

OIL INDIA LTD.

1-1 Bidder Name: \_\_\_\_\_

1-2 Number of Years in Operation: \_\_\_\_\_

1-3 Address of Registered Office: \_\_\_\_\_

City \_\_\_\_\_ District \_\_\_\_\_

State \_\_\_\_\_ PIN/ZIP \_\_\_\_\_

1-4 Operation Address  
if different from above: \_\_\_\_\_

City \_\_\_\_\_ District \_\_\_\_\_

State \_\_\_\_\_ PIN/ZIP \_\_\_\_\_

1-5 Telephone Number: \_\_\_\_\_

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

1-6 E-mail address: \_\_\_\_\_

1-7 Website: \_\_\_\_\_

1-8 Fax Number: \_\_\_\_\_

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

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

1-10 Banker's Name: \_\_\_\_\_

1-11 Branch: \_\_\_\_\_

1-12 Branch Code: \_\_\_\_\_

1-13 Bank account number: \_\_\_\_\_

1-14 GST No.: \_\_\_\_\_

1-15 PAN No.: \_\_\_\_\_

**PROFORMA-IV**

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

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

-----

1. **Name of the Bidder** :
2. **Bidder to specify the details of work(s) executed by the Bidder complying the requirement of IFB No. CPI7204P22. Experience details as below**

SL. NO.	SUBJECT	DETAILS	
1.A	Basis of Qualification (please tick (√) as applicable)	a) Through works as per cl. no. --- of BEC	<input type="text"/>
		b) Through as per cl. no. __ of IFB	<input type="text"/>
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	Awarded -  Executed -	

SL. NO.	SUBJECT	DETAILS
2C3	Time Schedule	Date of Award of Work - Time Schedule - Schedule Date of Completion - Actual Date of Completion - Reasons for delay, if any -

**3. Submission of Documentary Evidence:**

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

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

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

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

**5. Submission of Documentary Proof:**

Audited Balance Sheet including Profit Loss Accounts Statement for the last three years of the Bidder	Yes/No
---	--------

**NOTE:**

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

**SIGNATURE OF THE BIDDER :** \_\_\_\_\_

**NAME OF THE BIDDER :** \_\_\_\_\_

**COMPANY SEAL :** \_\_\_\_\_

**DETAILS OF EXECUTION OF PHILOSOPHY OF WORK**

1. The execution of the contract includes Engineering, Procurement, Fabrication, supply, Transportation, Erection and Commissioning of Modular Electric Heater packages.
2. OIL/Consultant will receive the packages at site (in presence of package supplier representative).
3. Further Modular Electric Heater packages) contractor/ package supplier has to guarantee Performance Guarantee Test Run (PGTR) of the Modular Electric Heater packages supplied by Modular Electric Heater package contractor.
4. The technical specification and details for constructing/ fabricating Modular Electric Heater packages are enclosed in the Vol-II of the tender document.
5. Modular Electric Heater package contractor has to provide a detailed level 4 schedule in MS Projects/Prime Vera, detailing all the activities of the contract. This shall be part of the bid.

**PROFORMA-XVI**

**DETAILS OF SIMILAR WORK COMPLETED DURING LAST FIVE YEARS.**

- i. Bidder should be in the modular packaging business and should have done at least one project which consists of Modular Electric Heater packages in Hydrocarbon sector. Such modular packager should have carried out Engineering, Procurement, Fabrication and supply on their own.
- ii. The Bidder should have executed and completed one similar work of minimum value (as per BEC) in previous Five years (5) reckoned from the date for submission of bid.

Provide details of similar works done in the last Five years, satisfying the above conditions.

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

**PROJECT SCHEDULE FOR COMPLETION OF MAJOR ACTIVITIES**

The scheduled timeframe for delivery of Modular Electric Heater packages at FGGS Bhagjan is Ten months (10) from the date of issue of LOA.

Modular Electric Heater package Contractor shall provide a detailed schedule (prepared in MS Projects / Prime Vera) highlighting major activities involved from engineering till delivery of packages at sites.

**PROFORMA-XVIII**

**INCOME TAX PAN NUMBER PF REGISTRATION NUMBER**

**TO BE PROVIDED BY THE BIDDER**



**PROFORMA-IX**

**UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF  
SUBCONTRACTIONG**

(REF. CLAUSE NO. 32.0 OF ITB)

We, M/s \_\_\_\_\_ , have read the clause regarding restrictions on procurement from a country which shares a land border with India and on subcontracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

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)

**UNDERTAKING TOWARDS COMPLIANCE OF CLAUSE NO. 32.0 OF ITB**

We, M/s \_\_\_\_\_ , have read the clause regarding restrictions on procurement from a country which shares a land border with India, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

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)