



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

CONTRACTS DEPARTMENT
TEL: (91) 374-2807209
E-mail: prodproj@oilindia.in
Website: www.oil-india.com

FORWARDING LETTER

M/s _____

Sub: IFB No. CPI9480P19 for Hiring of Services for Engineering and Project Management Consultancy for creation of Field Gas Gathering Station (FGGS) at Baghjan in Upper Assam

Dear Sirs,

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

2.0 In connection with its operations, OIL invites Competitive Bids (ICB) from competent and experienced **indigenous/domestic contractors** through OIL’s e-procurement site for **Hiring of Services for Engineering and Project Management Consultancy for creation of Field Gas Gathering Station (FGGS) at Baghjan in Upper Assam**. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL’s e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No./ E-Tender No.	:	CPI9480P19
(ii)	Type of Bidding	:	National Competitive Bidding (NCB)

(iii)	Last day for online registration in OIL's e-tender portal (for new vendors)	:	08/11/2018
(iv)	Last day for clarification regarding eligibility for Bid Security/ EMD exemption/waiver (for MSE vendors)	÷	08/11/2018
(v)	Bid Closing Date & Time	:	15/11/2018 at 11:00 Hrs. (IST)
(vi)	Technical Bid Opening Date & Time	:	15/11/2018 at 14:00 Hrs. (IST)
(vii)	Priced Bid Opening Date & Time	:	To be intimated to the Technically & Commercially acceptable bidders at a later date.
(viii)	Bid Submission Mode	:	E-tendering through OIL's e- tendering portal.
(ix)	Bid Opening Place	:	Office of CGM-Projects Projects Department, Oil India Limited, Duliajan -786602, Assam, India.
(x)	Bid Validity	:	120 days from the bid closing date
(xi)	Completion Period	:	36 Months from the Date of Letter of Award (LOA)
(xii)	Bid Security Amount	:	Rs 10,63,260.00
(xiii)	Bid Security Validity	:	150 days from the bid closing date
(xiv)	Original Bid Security to be submitted	:	GM(Projects-C&P) PROJECTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
(xv)	Original authenticated documents to be submitted by bidder towards meeting the Bid Qualifying Criteria to		GM(Projects-C&P), PROJECTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA

(xvi)	Amount of Performance Security	:	For Successful Completion & covering the Defect Liability Period: -10% of the total annualized Contract Value.
(xvii)	Validity of Performance Security	:	Successful Completion & covering the Defect Liability Period: - 15 months from the date of commissioning.
(xviii)	Duration of the Contract	:	36 Months from the Date of Letter of Award (LOA)
(xix)	Quantum of Liquidated Damage for Default in Timely completion	:	Refer to Clause No. 19.0 of Part-3, Section-I, General Conditions of Contract (GCC)
(xx)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial un-priced Bid.
(xxi)	Bids to be addressed to	:	GM(Projects-C&P), PROJECTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
(xxii)	Date and Venue of Pre-Bid Conference	:	30/10/2018 Guwahati
(i)	Date of receipt of Queries	:	26/10/2018 up to 15.30 Hrs. (IST)

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

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

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

4.2 Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and

encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

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

In case of loss of the certificate, Oil India Limited (OIL) is not responsible.

4.4 Bidders must have a valid User ID to access OIL e-Procurement site for submission of bid. New vendor shall obtain User ID & Password through online vendor registration system in e-portal. Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, bidder may visit the OIL's E-tender site <https://etender.srm.oilindia.in/irj/portal>. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374- 2807178/4903.

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

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

4.7 For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is

in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender seeking clarification/confirmation as to whether their registered item is eligible for EMD exemption or not. Late communication in this regards and request for bid closing date extension on that plea shall not be entertained by Company.

5.0 QUERIES/ CLARIFICATIONS ON THE TENDER:

The prospective bidders shall submit their queries/clarifications against the tender through E-mail/Fax/Courier addressed to GM(Projects-C&P), Projects Department, Oil India Limited, Duliajan, Assam- 786602 Email: shantanukr_gogoi@oilindia.in; prodproj@oilindia.in

6.0 IMPORTANT NOTES:

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

- i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.
- ii) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.
- iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.
- iv) **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.
- v) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same

day at 2.00 PM (IST) at the office of the CGM-Projects in presence of the authorized representatives of the bidders.

vi) The authenticity of digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of “Class -3” with Organizations name, the bid will be rejected.

vii) The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidders shall submit both the “TECHNICAL” and “PRICED” bids through electronic form in the OIL’s e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender portal. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in **“Technical Attachments” Tab only. Bidders to note that no price details should be uploaded in “Technical Attachments” Tab Page. Details of prices as per Price Bid format/Priced bid to be uploaded under “Notes & Attachments” tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria mentioned in Clause 1 of Commercial – Bid Submission of part 2- Bid Rejection and Bid Evaluation Criteria.**

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

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

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

Note

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

- a) Uploading of Technical Bid: Technical files are to be added under “RFx Information” > “Technical Attachments”

RFx Response Number 60037504 RFx Number TESTARUP Status In Process Submission Deadline 15.04.2017 11:00:00 INDIA Opening Date 15.04.2009 00:00:00 INDIA

RFx Response Version Number Active Version RFx Version Number 1

RFx Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions Technical Attachments

Notes

Clear

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

Attachments

cFolder Attachments

- b) Uploading of Price Bid

RFx Response - Internet Explorer

RFx and Auctions

Edit RFx Response:

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

RFx Response Number 60032949 RFx Number SOD696P17 Status Saved Submission Deadline 28.02.2017 11:00:00 INDIA Opening Date 28.02.2019 11:00:00 INDIA Remaining Time 4 Days 01:50:00

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

RFx Information Items Notes and Attachments Conditions Summary Tracking

Notes

Add Clear

Assigned To	Category	Text Preview

Attachments

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

RFx Response - Internet Explorer

RFx and Auctions

Edit RFx Response:

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

RFx Response Number 60032949 RFx Number SOD696P17 Status Saved Submission Deadline 28.02.2017 11:00:00 INDIA Opening Date 28.02.2019 11:00:00 INDIA Remaining Time 4 Days 01:19:48

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

RFx Information Items Notes and Attachments Conditions Summary Tracking

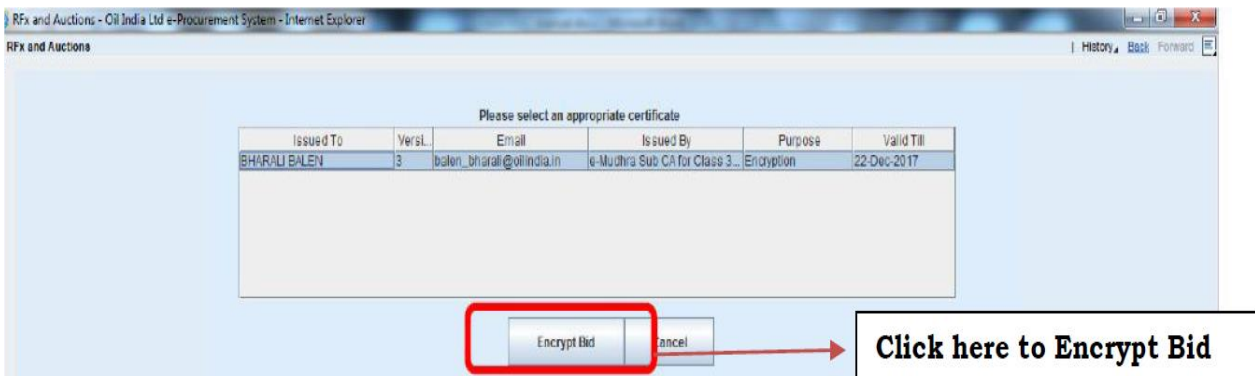
Notes

Add Clear

Assigned To	Category	Text Preview

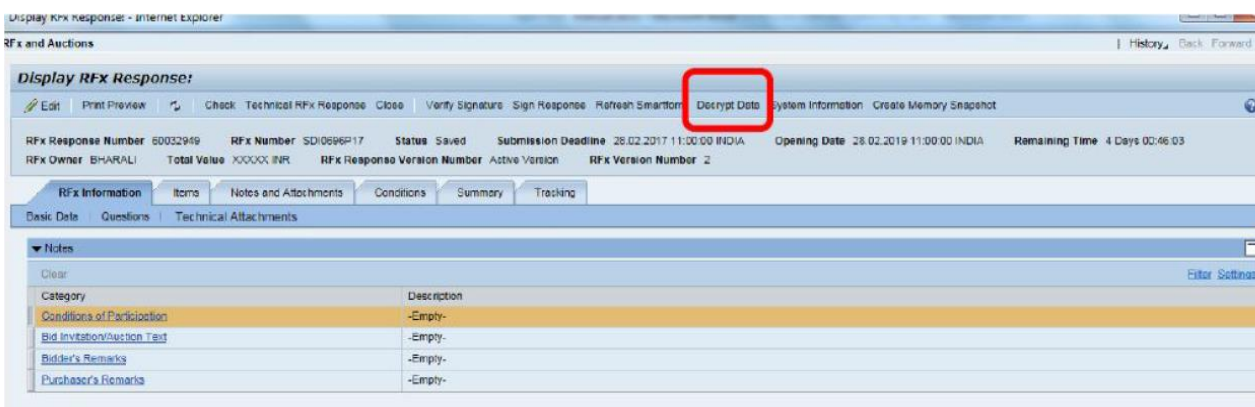
Attachments

Assigned To	Category	Description	File Name	Version	Process	Checked Out	Type	Size (KB)	Created by	Changed on
Document Header	Standard Attachment	PRICE BID	PRICE_BID.xls	1			xls	10	V293445	24.02.2017

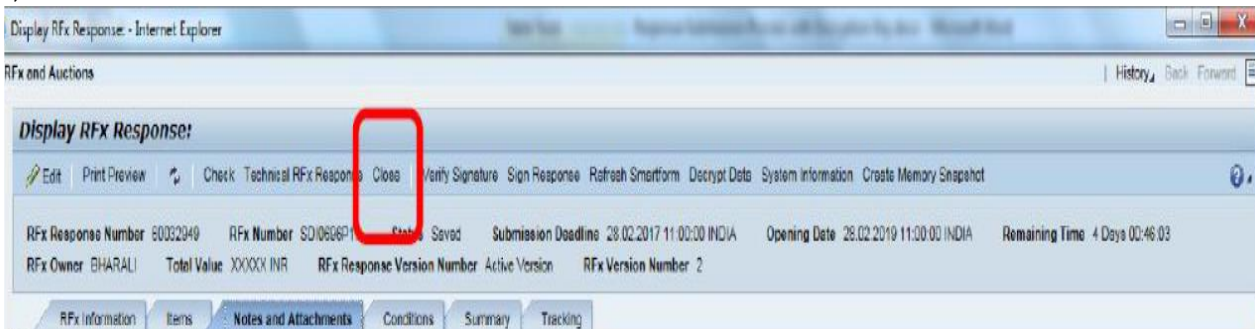


The Encrypted Data will be displayed only when click 'Decrypt data'

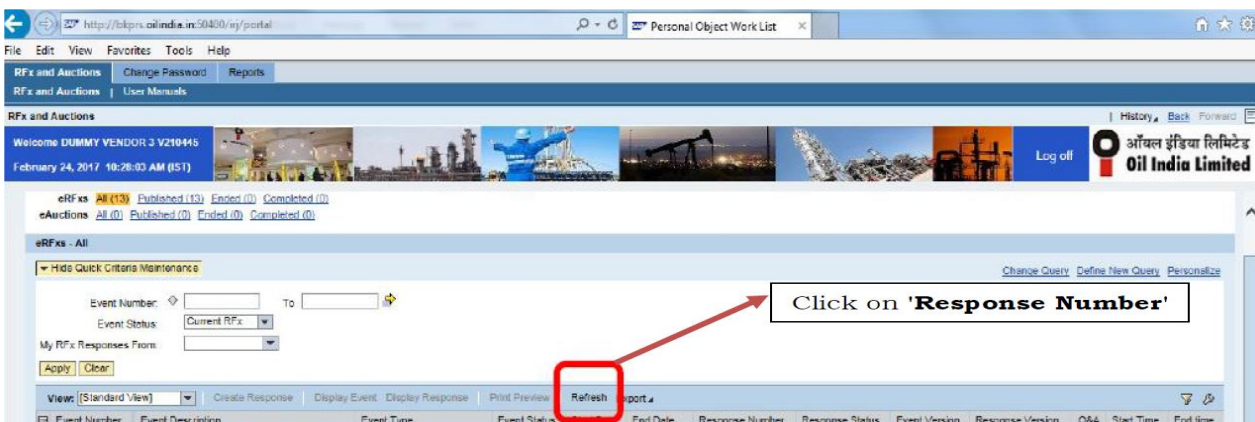
e) The Encrypted Data will be displayed only when click 'Decrypt data'



f) Click on 'Close'



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

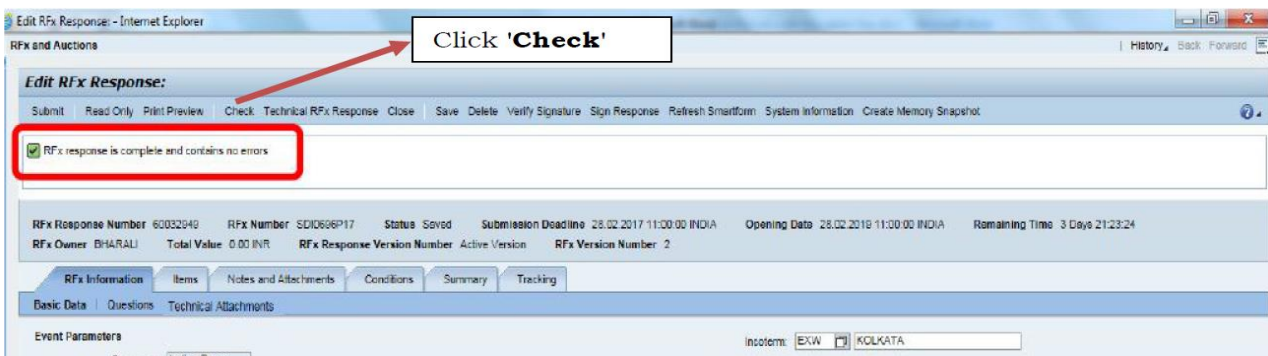


Now uploading part is complete. Bidders are requested to go to the initial screen. It is always better to come to the first screen and refresh the page and then going in into the response for the submission process.

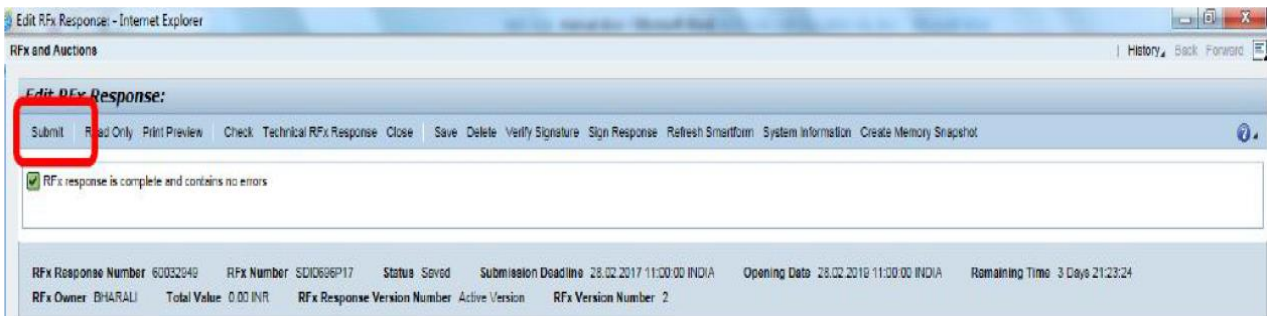
h) On 'Edit' mode Click to select the same Encryption certificate used for Decryption else data will not Decrypt.



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



j) Click on “Submit” button

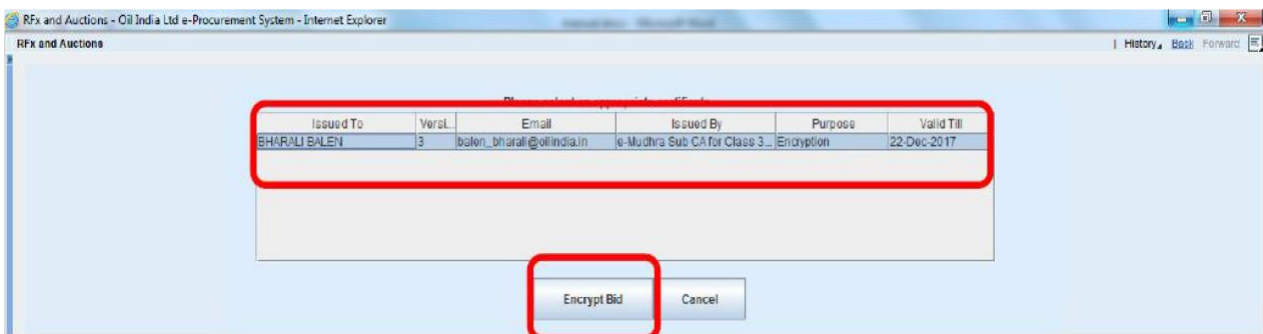


Before submit, please do check all the documents uploaded and on-line data maintained are correct.

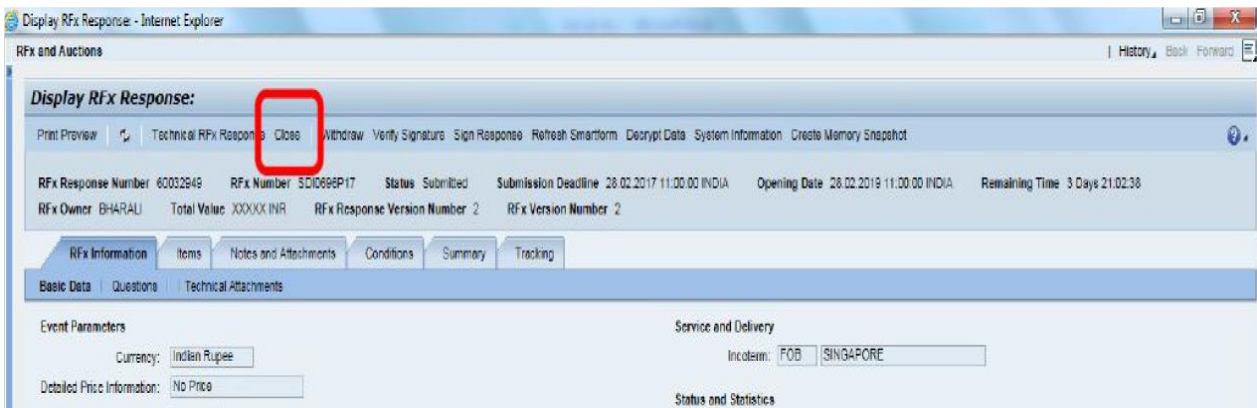
k) After Clicking “Submit” below pop up will open. Select Digital Signature & “Sign”



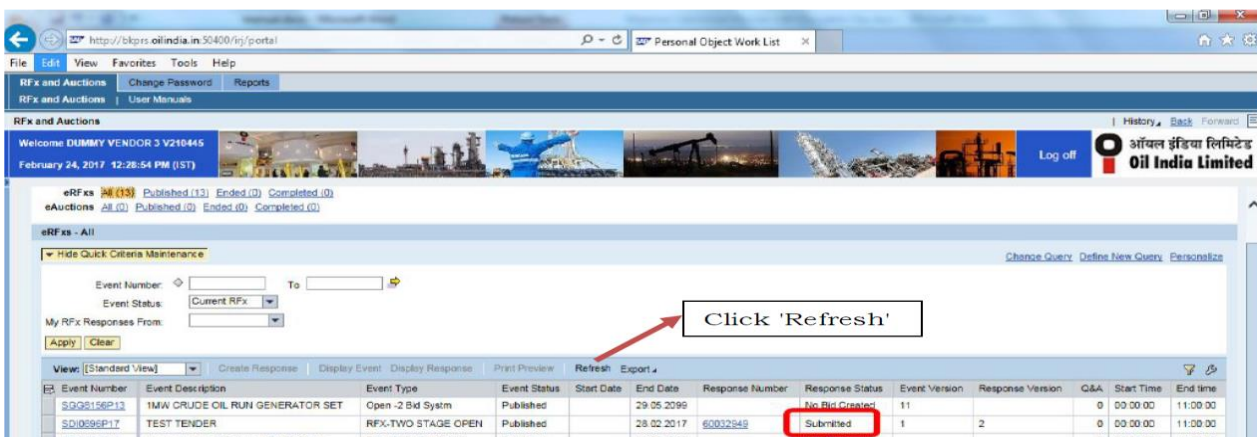
l) After Signing the response has to be encrypted again. Select the encryption certificate and “Encrypt Bid”.



m) Click “Close”.



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



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

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

Thanking you,

Yours faithfully,

OIL INDIA LIMITED

Sr. Officer (Projects-C&P)

For CHIEF GENERAL MANAGER(Projects)

For RESIDENT CHIEF EXECUTIVE

PART - 1

INSTRUCTIONS TO BIDDERS

1.0 SCOPE OF BID:

1.1 The scope of Bid shall be defined in the Terms of Reference/Technical Specification issued as part of bidding document and the successful bidder shall be expected to fulfill the requirements of scope of bid within the contractual period stated in bidding document.

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

1.3 Throughout this bidding documents, the term “bid” and “tender” and their derivatives (“bidder/tenderer”, “bidding/tendering” , etc) are synonymous, and day means calendar day. Singular shall also mean plural and vice versa.

1.4 The Bidder in quoting his rate shall for all purpose, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed.

A. BID DOCUMENTS

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

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

- (e) Terms of Reference/Scope of Work, (Part-3, Section-II)
- (f) Schedule of Rates & Payment, (Part-3, Section-III)
- (g) Statement of Non-Compliance, (Part-4, Proforma-I)
- (h) Bid Form, (Part-4, Proforma-IIA)
- (i) Performance Security Form, (Part-4, Proforma-IIB)
- (j) Contract Form, (Part-4, Proforma-IIC)
- (k) Bid Security Form, (Part-4, Proforma-IID)
- (l) Proforma of Letter of Authority, (Part-4, Proforma III)
- (m) Integrity Pact Proforma, (Part-4, Proforma IV)
- (n) Parent Company Guarantee, (Part-4, Proforma V)
- (o) Record of Bidders past relevant experience, (Part-4, Proforma VI)
- (p) Authorisation for Attending Bid Opening, (Part-4, Proforma VII)
- (q) Undertaking by bidders, (Part-4, Proforma-VIII)
- (r) "Curriculum Vitae" of Bidder's Personnel, (Part-4, Proforma-IX)
- (s) Details of offices in India and outside India, (Part-4, Proforma-X)
- (t) Details of Work Done (For satisfying the BID evaluation Criteria)
- (u) Format for Bio Data of Key Personnel
- (v) Check list to facilitate bidders to make sure necessary data has been submitted.
- (w) Details of Licensed Software.

- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.
- 2.2 A bidder shall, on no account submit more than one bid either directly or indirectly failing which the bids stands rejected and Bid security, if any, shall be forfeited. A bidder who submits alternative bids will cause all alternative bids to be disqualified.
- 2.3 Bids may be submitted by Single person/entity (called sole bidder) or an Indian arm of a foreign company. In case the bidder is an Indian arm (subsidiary, authorized agent, branch office or affiliate) of a foreign principal, then the foreign principal shall have to fulfill BEC criteria. If such foreign principal desires that the contract be entered into with the Indian arm, then a proper back to back continuing guarantee shall be provided by the foreign principal, clearly stating that in case of failure of completion of the work in all respects and as per the warranties/ guarantees that may have been given, then the foreign principal shall assume all obligations under the contract. Towards this purpose, it shall provide such comfort letter/ guarantees as may be required by Owner.

- 2.4 Any bidder meeting the Bid Qualification Criteria as per bidding document is eligible to bid. Consortium, JVs etc cannot bid.
- 2.5 Bidder shouldn't be under Liquidation, Court Receivership or similar proceedings. Bidder shall submit a self- declaration on their letter head in this regard.
- 2.6 The bidder shouldn't be on Holiday list of the owner on due date of submission of bid. If the documents were issued inadvertently/ downloaded, offers submitted by such bidder shall not be considered for opening/ evaluation/award.

3.0 TRANSFERABILITY OF BID DOCUMENTS:

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

4.0 AMENDMENT OF BID DOCUMENTS:

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

B. PREPARATION OF BIDS

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

6.0 DOCUMENTS COMPRISING THE BID:

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

(a) UNPRICED TECHNO-COMMERCIAL BID:

- (i) Documentary evidence established in accordance with Clause 10.0.
- (ii) Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original Bid Security should be sent by post/Courier separately as per Clause No. 11.11 below.
- (iii) Copy of Bid-Form without indicating prices: Part-4, Proforma II A.
- (iv) Statement of Non-Compliance, (Part-4, Proforma-I).
- (v) Copy of Priced Bid without indicating prices: Part-3, Section III. Exact Un-priced copy of Price Bid in price schedule format issued with the bidding document duly indicating 'Q' (Quoted) in place of "price" and 'NQ' (Not Quoted) as the case be, against each item where price to be quoted.
- (vi) Integrity Pact digitally signed by OIL's competent personnel as per Part-4, Proforma IV attached with the bid document to be digitally signed and uploaded by the bidder.
- (vii) Information about any current Litigation/Arbitration, if any, in which bidder is involved or details regarding holiday/banning and liquidation, court receivership on your company's letter head duly signed & stamped. The litigation history shall include:
 - Arbitration cases pending.
 - Disputed incomplete works.
 - Pending civil cases against the firm and/or its Proprietor/ Partner(s)/Director(s) involving moral turpitude in relation to business dealings.
 - Pending criminal cases against the firm and/or its Proprietor/ Partner(s)/ Director(s) involving moral turpitude in relation to business dealings.
 - Punishments awarded under civil cases and/or criminal cases involving moral turpitude in relation to business dealings to the firm and/or its Proprietor/ Partner(s)/ Director(s).

Note

- 1.0 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.
- 2.0 In absence of requisite document, the Company reserves the right to reject the bid without making any reference to the bidder.
- 3.0 All documents submitted by bidder towards meeting the Bid Qualifying Criteria shall be submitted in original physical form on or before the due date and time.

4.0 Bids are invited under zero deviation bidding basis. Bids with deviations shall be rejected.

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

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

- 1) Price-Bid Format/Price Schedule as per Part 3, Section- III
- 2) Bid Form as per Part 4, Proforma- IIA

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

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

7.0 BID FORM:

The bidder shall complete the Bid Form (Part 4, Proforma- IIA) furnished in their Bid.

8.0 BID PRICE:

- 8.1 Prices must be quoted by the bidders online as per the price bid format (Part 3, Section- III) available in OIL’s E-Tender Portal in “Notes & Attachment” Tab. Prices must be quoted by the bidders, both in words and in figures wherever the same is indicated in the format.
- 8.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account, except as otherwise specifically provided in the bidding documents.
- 8.3 All duties and taxes (excluding Goods and Service Tax) including Corporate Income Tax, Personal Tax and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.
- 8.4 Prices quoted shall be net of discount, if any. Conditional discounts, if offered by the bidder shall not be considered for evaluation.

- 8.5 The bidder shall quote the prices after careful analysis of cost involved for the performance of complete work considering all parts of bidding documents. In case, any activity though specifically not covered but is required to complete the work as per scope of work, specifications, standards, drawings, bidding document including its commercial section, SCC or any other part of bidding document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.

9.0 CURRENCIES OF BID AND PAYMENT: INR (Indian Rupees) only.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

- 10.1 These are listed in **BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC), PART-2** of the Bid document.

11.0 BID SECURITY:

- 11.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 11.9.
- 11.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" or an equivalent amount in other freely convertible currency and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT vide Part- 4, Proforma-IID from any of the scheduled Indian Bank or any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.

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

Note:

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

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

- 11.3 Bidders can submit Bid Security on-line through OIL's electronic Payment Gateway.**
- 11.4 Any bid not secured in accordance with sub-clause 11.2 and 11.13 above shall be rejected by the Company as non-responsive.
- 11.5 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by the Company at the bidders' cost.
- 11.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.
- 11.7 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause 28.0 below is furnished.
- 11.8 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 11.9 The Bid Security may be forfeited if:
- i) The bidder withdraws the bid within its original/extended validity.
 - ii) The bidder modifies/revise their bid suo-moto.
 - iii) Bidder does not accept the Order/Contract.
 - iv) Bidder does not furnish Performance Security Deposit within the stipulated time as per Tender/Order/Contract.
 - v) If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the Bid Security shall be forfeited after due process in addition to other action against the bidder.
- 11.10 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 3(three) years.

11.11 **The scanned copy of the original Bid Security in the form of either Bank Guarantee must be uploaded by bidder along with the Technical bid in the “Technical RFx Response” of OIL’s E-portal.** The original Bid Security shall be submitted by bidder to the Office of GM (Projects-C&P), PROJECTS DEPARTMENT, Oil India Ltd., Duliajan-786602(Assam), India in a sealed envelope which must reach GM (Projects-C&P), PROJECTS DEPARTMENT Office on or before 12.45 Hrs (IST) on the Bid Closing date.

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

12.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:

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

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

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

12.4 In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

13.0 PERIOD OF VALIDITY OF BIDS:

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

14.0 SIGNING OF BID:

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

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

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 15.1 below.

The authenticity of above digital signature shall be verified through authorized CA after bid opening and 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.

- 14.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual

signature is NOT relevant. The letter of authorisation (as per **Proforma-III**) shall be indicated by written Power of Attorney accompanying the Bid.

- 14.3 Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.
- 14.4 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.
- 14.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

C. BID SUBMISSION

15.0 SUBMISSION OF BIDS

- 15.1 The tender is processed to indigenous parties under single stage - Two bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in **"HELP DOCUMENTATION"** available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical RFx Response" under "Techno-Commercial Bid" Tab Page only. Prices to be quoted as per Part3, Section III should be uploaded as Attachment just below the "Tendering Text" in the attachment link under "Techno-Commercial Bid" Tab under General Data in the e-portal. **No price should be given in the "Technical RFx Response", otherwise bid shall be rejected.** The priced bid should not be submitted in physical form which shall not be considered.

However, the following documents in two sets should necessarily be submitted in physical form in sealed envelope superscribing the "IFB No.,

Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to GM (Projects- C&P), Oil India Ltd., Duliajan-786602(Assam) on or before 12.45 Hrs(IST) on the bid closing date indicated in the IFB :

- i) The Original Bid Security along with 2(two) copies
- ii) Notarised Power of Attorney (on non-judicial stamp paper of requisite value, as per Indian Stamp Act) for signing of the bid digitally
- iii) Any other document required to be submitted in original as per bid document requirement.
- iv) Printed catalogue and literature if called for in the bid document.

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

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

16.0 DEADLINE FOR SUBMISSION OF BIDS:

- 16.1 Bids should be submitted on-line 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 has been submitted by the bidder. Bidder may however request GM(Projects-C&P), Oil India Ltd., Duliajan for returning their bids/quote before the original bid closing date and time for resubmission. But no such request would be entertained once the submission deadline has reached or bids are opened.
- 16.2 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.
- 16.3 The documents in physical form as stated in Para 15.1 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs (IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the

Forwarding Letter is the responsibility of the Bidders.

17.0 LATE BIDS: Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. The documents in physical form mainly the Original Bid Security if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

18.0 MODIFICATION AND WITHDRAWAL OF BIDS:

18.1 The Bidder after submission of Bid may modify or withdraw its Bid by written notice prior to Bid Closing Date & Time.

18.2 The Bidder's modification or withdrawal notice may also be sent by fax/e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.

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

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

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

19.0 EXTENSION OF BID SUBMISSION DATE:

Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons. In case of receipt of only one Bid on the Bid Closing Date and Time, OIL may extend the Bid Closing / Opening Date by 2(two) weeks. However, the bidder whose bid has been received within the bid closing date and time, will not be allowed to revise their Bid/prices. Withdrawal of such Bid is also not permitted.

20.0 BID OPENING AND EVALUATION:

20.1 Company will open the Technical Bids, including submission made pursuant to clause 18.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per **Proforma-VII**) from the Bidder must be produced by the Bidder's representative at the time of Bid

Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical RFX Response" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical RFX Response" Tab Page only in the E-portal.

- 20.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date/time will get extended up to the next working day and time.
- 20.3 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 18.0 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.
- 20.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security and such other details as the Company may consider appropriate.
- 20.5 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 20.3.
- 20.6 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.
- 20.7 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 way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent

way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

- 20.8 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.
- 20.9 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.

21.0 OPENING OF PRICED BIDS:

- 21.1 Company will open the Priced Bids of the technically qualified Bidders on a specific date in presence of representatives of the qualified bidders. The technically qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 21.2 The Priced bids of the unsuccessful bidders which remain unopened with OIL, may be returned to the concerned bidders on request only after receipt of Performance Security from the successful bidders after issue of Letter of Award (LOA) by OIL.
- 21.3 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.
- 21.4 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.

22.0 EVALUATION AND COMPARISON OF BIDS:

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

23.1 DISCOUNTS / REBATES:

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

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

24.0 CONTACTING THE COMPANY:

- 24.1 Except as otherwise provided in **Clause 20.0** 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 20.6**.

- 24.2 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.

D. AWARD OF CONTRACT

25.0 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.

26.0 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.

27.0 NOTIFICATION OF AWARD:

- 27.1 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.

- 27.2 The notification of award will constitute the formation of the Contract.

- 27.3 Upon the successful Bidder's furnishing of Performance Security pursuant to **Clause 28.0** below, the Company will promptly notify each unsuccessful Bidder and will discharge their Bid Security, pursuant to **Clause 11.0** hereinabove.

28.0 PERFORMANCE SECURITY:

28.1 Within 2(two) weeks of receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) as per **Proforma-IIB** or in any other format acceptable to the Company and must be in the form of Bank Guarantee (BG) or an irrevocable Letter of Credit (L/C) from any of the following Banks:

- i) Any Nationalised / Scheduled Bank in India OR
- ii) Any Indian branch of a Foreign Bank OR
- iii) Any reputed foreign Bank having correspondent Bank in India

The Performance Security shall be denominated in the currency of the contract. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

28.2 The Performance Security specified above must be valid for 3(three) months beyond the contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

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

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

28.5 Failure of the successful Bidder to comply with the requirements of **clause 28.0 and/or 29.0** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 2(two) years from the date of default.

29.0 SIGNING OF CONTRACT:

29.1 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 Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.

- 29.2 Within 30 days of issue of LOA, the successful Bidder shall sign and date the contract and return it to the Company. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 29.3 In the event of failure on the part of the successful Bidder to sign the contract within the period specified above or any other time period specified by Company, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

30.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

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

31.0 MOBILISATION ADVANCE PAYMENT:

- 31.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.
- 31.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.
- 31.3 In the event of any extension to the mobilisation period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

32.0 INTEGRITY PACT:

- 32.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Proforma IV** 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 declined to submit the Integrity Pact, their bid shall be rejected straightway

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

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

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

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

33.0 LOCAL CONDITIONS:

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

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

34.0 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.

35.0 UNDERTAKING BY BIDDER:

The bidder shall fill and submit the digitally signed Part-4, Proforma VII

END OF PART - 1

&&&&

PART-2

BID EVALUATION CRITERIA:

I. BID EVALUATION CRITERIA (BEC):

The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to 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 BRC must be submitted along with the Techno-Commercial Bid.

A. TECHNICAL:

The Bidder must meet all the following requirements:-

1.0 The bidder must be in the business of providing Engineering and Project Management Consultancy Service (EPMC) for creation of plants and facilities such as FGGS (Filed Gas Gathering station) or Group Gathering Station(GGS) or Oil Collecting Station (OCS) or Crude Oil Refinery or Petrochemical Processing Plants involving -Front End Engineering Design (FEED)/Basic Engineering, Cost estimation, Preparation of Commercial & Engineering Bid Packages for Engineering Procurement and construction (EPC) services, Project Management & monitoring including assistance in selection & procurement equipment & materials, supervision of construction & erection of site activities, installation, commissioning and PGTR of system in process facilities of projects in Crude Oil & Natural Gas industry or Petrochemical industry or petroleum refining industry sector.

1.1 Experience of having successfully executed one similar EPMC job as mentioned above in Para 1.0 of value not less than **Rs. 2.71 Crores** by the bidders in the last 7 (seven) years as on the original Bid closing date of this tender.

1.2 Bidder must have the experience of carrying out engineering of one similar job as per para 1.0 based on Modular design.

Note:

a) Bidders are required to ensure that the value of completed job indicated by them is exclusive of Service tax. Accordingly, the completion certificate submitted by the bidder shall separately indicate the service tax amount included in the value of completed job or a separate certificate from the respective client,

mentioning the service tax amount if any, included in the value of completed job under consideration should be submitted by the bidder.

b) In case Service Tax amount/component is not specified in the submitted completion certificate, then the amount equivalent to rate of applicable Service Tax for the subject work shall be deducted from the value of completed job mentioned in the completion certificate to arrive at the value of the completed job without Service Tax.

1.3 Bid will be rejected if not accompanied with adequate documentary proof(s) in support of experience(s) as mentioned in Para 1.0, 1.1 & 1.2 in the form of –

i) In case of bidder executing jobs in OIL - copy of Certificate of Completion (COC)/Certificate of Final Payment of jobs successfully completed during last 7(seven) years as on the original Bid Closing Date, showing gross value of job done.

OR

ii) In case of bidder providing EPMC services to EPC/LSTK contractor, /Project Owner; Copy of Completion Certificate of experience from the client (EPC/LSTK contractor/Project owner) to whom EPMC services were rendered by the bidder shall be submitted along with the bid in the organizational letter pad of the client during the last 7(seven) years as on the original Bid Closing date, specifying -

- (a) Brief description of work
- (b) Value of the contract
- (c) Year of completion

Bidders having experience of only Engineering & Design or of only PMC shall not be considered.

iii) Bid submitted by a 100% subsidiary company not meeting the above experience criteria as mentioned in 1.0, 1.1 & 1.2 can be considered for acceptance on the basis of experience of their parent company provided the parent company fulfils the above required experience and gives a corporate guarantee that in case of any failure on the part of the subsidiary company, the responsibility of satisfactorily executing the project would then be that of the parent company.

iv) The Parent Company can be either an Indian Company or a Foreign Company.

v) Corporate Guarantee on Parent Company's Letter Head signed by an authorized official undertaking that they would support the newly formed

company for executing the project/job in case the same is awarded to their 100% Subsidiary.

vi) Bidder shall submit duly signed **PROFORMA V** provided in the Tender to this effect.

2.0 Successful bidder against this tender shall not involve/participate directly or indirectly or in any form against the tender for EPC contract. Bidder must confirm the same in their offer by submitting an undertaking to this effect.

3.0 Bids from Consortium and Joint Venture (JV) of any form are not permitted against this tender. Experience of EPMC jobs carried out as consortium partner shall not be considered.

B. FINANCIAL :

i. Annual Financial Turnover: The Annual Financial Turnover of the Bidder in any one of the preceding 3 (three) Financial/Accounting Years from the original Bid Closing Date (BCD) must be equal to or more than **Rs. 0.91 Crores** as per Audited Annual Financial Reports.

ii. Net Worth: The Financial Net Worth of the bidder must be positive for the preceding Financial/Accounting Year to be considered from the original Bid Closing date.

iii. Working Capital: The Working Capital of the bidder must be **Rs. 0.54 Crores.** in the preceding Financial/Accounting year from the original Bid Closing Date.

Note 1: Documentary evidences in the form of Audited Balance Sheet and Profit & Loss Account of preceding 3 Financial/Accounting Years to be considered from the original bid closing dated shall be submitted along with the Techno-Commercial bid towards proof of having Annual Turnover as stated above. However, in case of non-corporate bidder, the Financial Statements are to be submitted, duly certified by practicing Chartered Accountant's Firm as applicable.

Note 2 : Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting years 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 of the preceding financial year has actually not been audited so far’.

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

- a) A certificate issued by a practicing Chartered Cost Account (with Membership Number and Firm Registration Number), certifying the Annual Turnover & Net Worth as per format prescribed in Annexure.

OR

- b) Audited Balance Sheet along with Profit & Loss account.
- c) 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. Duration of Contract Period: The duration of this Consultancy Service shall be of 36 (Thirty Six) months [35 (Thirty five) months for project completion and additional 01 (one) months for contract/project closure activities] period from the date of Issue of LOA to the successful bidder. Offers with completion schedule longer than the above time period shall be rejected.

D. COMMERCIAL - BID SUBMISSION:

- 1.0 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.

NB: 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.

- 2.0 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.
- 3.0 Bids with shorter validity period will be rejected as being non responsive.
- 4.0 During the Online submission of the bid, a scanned copy of the Bid Security shall be uploaded as a part of the Technical Bid. The validity period and amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. **The Original Bid Security shall however be forwarded to office of the “GM(Projects-C&P), Projects Department, Oil India Limited, Duliajan-786602, Assam”** which should reach the said office on or before 12.45 Hrs(IST) on the bid closing date, otherwise Bid will be rejected.
- 5.0 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per Integrity Pact Proforma that will be enclosed in the bid document. This Integrity Pact Proforma has been duly signed digitally by OIL’s competent signatory. The Proforma has to be returned by the bidder (along with the Technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid.
- 6.0 No bid can be submitted after the submission deadline is reached. The system time displayed on e-procurement web page shall decide the submission deadline.
- 7.0 Bid received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 8.0 Bid should be submitted online up to 11:00 Hrs. (IST) (Server Time) on the date as mentioned and will be opened on the same day at 14:00 Hrs. (IST) at Office of the GM (Projects-C&P), Projects Department Oil India Ltd., Duliajan in presence of authorized representative of the bidder.
- 9.0 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.

- 10.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative.
- 11.0 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.
- 12.0 Bidders shall bear, within the quoted rates, the personal tax as applicable in respect of their personnel and sub-contractor's personnel, arising out of execution of the contract.
- 13.0 Bidders shall bear, within the quoted rate, the corporate income tax as applicable on the income from the Contract.
- 14.0 Any bid containing false statement will be rejected.
- 15.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of bidding document; otherwise the bid will be summarily rejected.
- 16.0 Bidder must accept and comply with the following clauses as given in the Tender Document in toto failing which offer will be rejected –
 - (i) Performance Security Clause
 - (ii) Force Majeure Clause
 - (iii) Tax Liabilities Clause
 - (iv) Arbitration Clause
 - (v) Acceptance of Jurisdiction and Applicable Law Clause
 - (vi) Liquidated Damage cum Penalty Clause
 - (vii) Termination Clause
 - (viii) Liability Clause
 - (ix) Withholding Clause
 - (x) Integrity Pact Clause

D) EVALUATION OF BIDS FOR QUALITY

- 1.0 Bids qualifying as per terms of Technical Criteria and Financial Criteria shall be eligible for this evaluation.
- 2.0 Bids shall be evaluated both in terms of **QUALITY** as well as **Quoted Price** i.e. **Combined Quality & Cost Based Selection (QCBS)** methodology. The

relative weightage assigned for *Quality* is 70 and the weightage for the *Quoted Price* is 30 i.e (Quality: Quoted Price: 70:30)

- 3.0 The marks allocated against various subsections under *Quality* of Bid shall be hereafter.

Sl.	Quality Criteria		Marks
1	The bidder must be in the business of providing Engineering and Project Management Consultancy Service (EPMC) for creation of plants and facilities such as FGGS (Filed Gas Gathering station) or Group Gathering Station(GGS)or Oil Collecting Station (OCS) or Crude Oil Refinery or Petrochemical Processing Plants involving - Front End Engineering Design (FEED)/Basic Engineering, Cost estimation, Preparation of Commercial & Engineering Bid Packages for Engineering Procurement and construction (EPC) services, Project Management & monitoring including assistance in selection & procurement equipment & materials, supervision of construction & erection of site activities, installation, commissioning and PGTR of system in process facilities of projects in Crude Oil & Natural Gas industry or Petrochemical industry or petroleum refining industry sector.		15
(a)	Experience of more than or equal to 5 (five) projects	15	
(b)	Experience of more than 1(one) but less than 5(five) projects	10	
(c)	Experience of at least 1(one) project	5	
2.	Experience of having successfully executed one similar EPMC job as mentioned of value not less than Rs. 2.71 Crore by the bidders in the last 7 (seven) years as on the original Bid closing date of this tender.		15
(a)	Experience of more than or equal to 5 (five) projects	15	
(b)	Experience of more than 1(one) but less than 5(five) projects	10	
(c)	Experience of at least 1(one) project	5	
3	Bidder's experience in Modular package Engineering:- Bidder must have the experience of carrying out engineering of one similar job as per based on Modular design		20

(a)	Experience of more than or equal to 5 (five) projects	20	
(b)	Experience of more than 1(one) but less than 5 (five) projects	15	
(c)	Experience of at least 1(one) project	10	
4	<p>Software base - Bidder should have In-house Engineering Resources with own Engineering& Project management software and to establish the same, Bidder should submit the list of software's available with them for carrying in-house engineering & Project planning and reporting. However, the following minimum engineering software's required for carrying out FEED has to be owned by bidder and license copy details of the same in name of bidder must be submitted to OIL along with bid. List is as enclosed.</p> <ul style="list-style-type: none"> • Process Simulation – HYSYS V8.8 (or) equivalent • Fire water network analysis – Pipe net, AFT (or) equivalent • Material selection study – Predict (or) equivalent • Flare network analysis – Flare Sim Analyzer (or) equivalent • Heat Exchanger thermal design – HTRI (or) equivalent • 3D modeling (piping, electrical, instrumentation & Structural) – PDMS V12.1 SP4 • All 2D drawings – AUTOCAD (or) equivalent • Electrical Power system study – ETAP(or) equivalent • Lighting calculation – DIALUX (or) equivalent • Structural analysis and design – STAAD PRO or SAACS (or) equivalent • Pipe stress analysis – CAESAR V7.3 (or) equivalent • Pressure Vessel design calculation – PVElite 2016 (or) equivalent • Project management tool – MS Projects or Primavera P6 	15	
(a)	All the software as mentioned in the list above or more	15	
(b)	50% or more of the list	10	
(c)	Less than 50% of the list	5	
5	Experience of Project Manager & Team - The Bidder must himself and not through collaboration agreement or other subcontracts have the relevant experience for Project	15	

	<p>Management and Engineering. As a proof of the same, bidder will have to submit the list of personnel who are in their company roll as on bid closing date having relevant experience in number of years as well as certification of project management through reputed certified agencies like PMP or IPMA or other approved agencies of repute. The project team earmarked for this project (to take care of all aspects of EPMC) with list of personnel and requisite qualification/certification & CV will have to be submitted along with the bid. The team members earmarked for basic engineering & project management should have the requisite experience in terms of qualification, number of years and past experience. Detail of experience expected should be mentioned in bid for all critical roles like Project Manager, Engineering Manager, and Procurement Manager etc.</p>		
(a)	Experience and qualification above the Mandatory Experience specified for Project Manager & Team under Consultant Manpower in the Scope of Services. Also the team must have all relevant domain experts related to the project scope but minimum Civil, Electrical, Instrumentation, Mechanical, Process & HSE. The above will have to be substantiated through CV's.	15	
(b)	Experience and qualification just meeting the Mandatory Experience specified for Project Manager & Team under Consultant Manpower in the Scope of Services. Also the team must have all relevant domain experts related to the project scope but minimum Civil, Electrical, Instrumentation, Mechanical, Process & HSE. The above will have to be substantiated through CV's.	10	
6.	Annual Turnover (in any of the preceding Three financial years)		10
(a)	Annual Turnover equal to 1.81 Crores or more in all the 3 years	10	

(b)	Annual Turnover less than Rs. 1.81 Crore but greater than Rs. 0.91 Crore in 2 years	7	
(c)	Annual Turnover equal to Rs. 0.91 Crore in 1 year.	5	
7.	Working Capital		10
(a)	Working Capital greater than Rs. 1.63 Crore	10	
(b)	Working Capital greater than or equal to Rs. 1.09 Crore	7	
(c)	Working Capital equal to Rs. 0.54 Crore	5	
Total=			100

Note:

- (a) It shall be the bidder's responsibility to ensure submission of unambiguous/clear and sufficient documentary evidence in support of the evaluation criteria.
- (b) Bidder must provide the list of licensed software in support of Sl. No. 4 (a) and shall fill the form as provided along with this bid document.
- (c) OIL reserves the right to verify and or all data/document/information provided by the bidder. False statement by Bidder will make it liable for appropriate action.

E) EVALUATED BID PRICE:

Qualified Bids (meeting the minimum Qualifying Marks- 45 marks) considered to be responsive (after fulfilment of technical specification, terms and conditions stipulated in the bidding document and Bid Evaluation Criteria) shall be considered for further evaluation as per the Evaluation Criteria given below:

- 1.0 If there is any discrepancy between the unit price and the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between works and figure, the amounts in works shall prevail and will be adopted for evaluation.
- 2.0 Bidder need to mandatorily quote for all the items in the Schedule of Rate (SOR) else the bid will be rejected. The bid will not be evaluated if bidder fails to quote against all the items mentioned in the SOR.
- 3.0 Commercial Bids shall be evaluated taking into account the Price quoted against SOR excluding quoted GST.**

- 4.0 Contract will be awarded for all the items covered under SOR (i.e. Consultancy charges for additional work at Office/Site) shall be made based on actual executed quantities (if any).
- 5.0 Discount: Bidders are advised not to indicate any separate discount. Discount if any, should be merged with the quoted price. Discount of any type indicated separately will not be taken into account of evaluation purposes. However, in the event such offer without considering discount is found to be the lowest, OIL shall avail such discount at the time of award of contract.
- 6.0 Lump sum cost must include all liabilities and taxes including statutory liabilities but excluding GST which shall be quoted separately in the Price Bid format.
- 7.0 The items mentioned in above clause are to be read in conjunction with Schedule of Rates.
- 8.0 The responsive bids will be subjected to loading for any deviation(s).
- 9.0 The price bid will be graded as L1, L2 and L3 etc. where L1 vendor is the one who has quoted the lowest amount.

F) INTER-SE-RANKING OF THE QUALIFIED BIDS:

- 1.0 To ascertain the inter-se-ranking of the bids the Quality & Cost Based Selection (QCBS) methodology as mentioned below shall be adopted:
- 1.1 The evaluation of tenders shall be done on the ratio of 70:30 i.e. 70% weightage to technical & financial (quality parameters) and 30% weightage to cost. During the technical evaluation stage, each bidder shall be assigned marks out of a total 100 marks, as per the parameters given below:
 - (a) In order to qualify for financial bid opening, a bidder should mandatorily score (technical score) minimum 45 out of 100 marks.
 - (b) *Calculation of combined technical score (St) - If a bidder has scored 80 out of 100 marks, technical score of the bidder for evaluation purpose shall be calculated as $0.7 \times 80 = 56$*
 - (c) *Calculation of combined financial score (Sf) - The bidder with lowest bid price shall be assigned full 30 marks. Financial scores of the other bidders shall be computed as $30 \times \text{Lowest price (L1)} / \text{Quoted price}$*
 - (d) *Calculation of Total score (S) = Technical score (St) + Financial score (Sf)*
- 1.2 The bidder with the highest total score (S) shall be considered for award.

- 1.3 In the event of two or more bids having the same highest Evaluated Bid Score (S), the bid scoring the highest marks against Quality Criteria (St) will be recommended for award of contract.
- 1.4 In the case two or more bidder have same highest Evaluated Bid Score (S) and *combined technical score (St)* score, the bidder with highest turnover in preceding year shall be considered as successful bidder.
- 1.5 In the QCBS system, as the evaluation of the price is based on total score (S) i.e Combined score of both Quality & Quoted Prices, purchase preference policies (like Policy for MSE and PPLC etc.) shall not be applicable.

D. GENERAL:

- 1.0 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.
- 2.0 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.
- 3.0 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.
- 4.0 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.
- 5.0 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.

End of Part 2

PART - 3

SECTION - I

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 DEFINITIONS:

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

- (a) "The Contract" means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "The Work" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) "Company" or "OIL" means Oil India Limited, "Owner" or "OIL" means "Oil India Limited
- (e) "Contractor" or "LSTK Contractor" means the Contractor performing the work under this Contract.
- (f) "Contractor's Personnel" means the personnel to be provided by the Contractor to provide services as per the contract.
- (g) "Company's Personnel" means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (h) "Gross Negligence" means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- (i) "Willful Misconduct" means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.
- (j) "Services" means the work specified in Part 3, Section- II, and all other obligations to be complied with the contractor pursuant to and in accordance with the terms of the contract.

- (k) “Specifications” means the description of the Services and/or Equipment set out in Part 3, Section- II

2.0 EFFECTIVE DATE, COMPLETION PERIOD AND DURATION OF CONTRACT:

- 2.1 **EFFECTIVE DATE OF CONTRACT:** The contract shall become effective as of the date the Company notifies the Contractor in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the Company will be the Effective Date of Contract.
- 2.2 **MOBILISATION TIME:** The Kick-off Meeting shall be held at Duliajan (Assam) within a maximum period of 15 days from the date of issue of letter of Award (LOA). The contractor shall mobilise their personnel for attending the Kick-Off Meeting at Duliajan within 15 days from the date of Letter of Award (LOA). Mobilisation shall be deemed to be completed when the Contractor’s personnel arrive at Duliajan for the Kick-off meeting within 15 days from the date of **Letter of Award (LOA)**.
- 2.3 **COMPLETION DATE OF CONTRACT:** - The duration of the Consultancy Service shall be 36 months from the date of issue of Letter of Award (LOA). In the event of delay on the part of Contractor to complete the project within the stipulated period of 36 months, Liquidation Damage (LD) as per clause No. 19.0 herewith will be applicable.
- 3.0 GENERAL OBLIGATIONS OF CONTRACTOR:** - The Contractor shall, in accordance with and subject to the terms and conditions of this Contract:
- 3.1 Perform the work described in the Terms of Reference (Part-3, Section II) in most economic and cost effective way.
- 3.2 Except as otherwise provided in the Scope of Work/Terms of Reference and the special Conditions of the contract, provide all labour as required to perform the work.
- 3.3 Perform all other obligations, work and services which are required by the terms of this contractor which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 3.4 The Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations

under the contract.

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

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

- 4.1 Pay the Contractor in accordance with terms and conditions of the contract.
- 4.2 Allow the Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 4.3 Perform all other obligations required of the Company by the terms of the contract.

5.0 PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR:

- 5.1 The Contractor warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.
- 5.2 The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. Upon Company's written request, the Contractor, entirely at its own expense, shall remove immediately any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the Company.
- 5.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan/field site, reroute /local boarding, lodging & medical attention etc. The Company shall have no responsibility or liability in this regard. However, the Company shall provide available medical assistance/facilities to the Contractor's Personnel in case of emergency at its own establishment on

chargeable basis.

- 5.4 The Contractor's key personnel shall be fluent in English language (both writing and speaking).

6.0 WARRANTY AND REMEDY OF DEFECTS:

- 6.1 The Contractor warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/oil field practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance which Company may, from time to time, furnish to the Contractor.
- 6.2 Should the Company discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilized from site or base camp (if applicable) that the work does not conform to the foregoing warranty, the Contractor shall after receipt of notice from the Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at the Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to the Contractor subject to a maximum of the contract value payable for the defective work which needs corrective action which the Contractor must pay promptly. In case the Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

7.0 CONFIDENTIALITY,USE OF CONTRACT DOCUMENTS & INFORMATION:

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

- (a) which is possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company ;
or
 - (b) which is required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to the Company of such order to permit the Company an opportunity to contest such order subject to prior permission from Company.
- 7.2 The Contractor shall not, without the Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of the Company and shall be returned (in all copies) to the Company on completion of the Contractor's performance under the Contract if so required by the Company.
- 7.4 During this Contract, the Company and its employees, agents, other contractors, sub-contractors (of any tier) and their employees etc. may be exposed to certain confidential information and data of the Contractor. Such information and data shall held by the Company, its employees, agents, other contractors, sub-contractors (of any tier) and their employees in the strictest confidence and shall not be disclosed to any other party except on a need to know basis.
- 7.5 However, the above obligation shall not extend to information which:
- i) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company ;
 - ii) is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public;
 - iii) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company;
 - iv) is developed by Contractor independently of the information disclosed by Company which should be shared with the Company;
 - v) Contractor is required to produce before competent authorities or by court order subject to prior permission from Company.

8.0 TAXES:

- 8.1 Tax levied on the Contractor as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on the Contractor's account.
- 8.2 The Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by the Contractor.
- 8.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. Other than the information provided by the Contractor, the Company shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Contractor shall indemnify the Company for all claims, expenses, costs or losses of any nature arising from such inaccuracy. The Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 8.4 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.
- 8.5 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and Company will issue TDS Certificate to the Contractor as per the provisions of Income Tax Act.
- 8.6 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.
- 8.7 In order to ascertain the net impact of the revisions/enactment of various provisions of taxes/ duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:

- a) Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and service tax amount.
- b) Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.

8.8 Notwithstanding anything mentioned elsewhere in the bidding document, it shall be the duty of the Contractor to duly observe and perform all laws, rules, regulations, orders and formalities applicable to local taxes GST etc on performance of the works under the Contract. The Contractor shall keep the Company indemnified from and against any and all claims, demands, prosecutions, actions, proceedings, penalties, damages and/or other levies whatsoever made or levied by any Court, Tribunal or the Customs or other Authorities with respect to any alleged breach, evasion or infraction of such duties, taxes, charges or levies or any breach or infraction of any applicable laws, rules, regulations, orders or formalities concerning the same and from the consequence thereof.

However, in such an event, OIL will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side

9.0 **Goods and Services Tax (GST):**

9.1 GENERAL REMARKS ON TAXES & DUTIES:

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.

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

9.3 Goods and Services Tax: "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter

referred to as “UTGST”) depending upon the import/ interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

- 9.4 The quoted price shall be deemed to be inclusive of all taxes and duties except “Goods and Services Tax” (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable). Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods/Services (Service Provider) only. Supplier of Goods/Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods /Services (Service Provider) with requisite details.

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

- 9.5.1 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.

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

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

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

- 9.6.2 The bids will be evaluated based on total price including applicable GST.

- 9.7 Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from OIL.
- 9.8 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor/vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of GST against such invoice.
- 9.9 GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/vendor, OIL shall withhold the payment of GST.
- 9.10 GST payable under reverse charge for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.
- 9.11 Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or is/liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/setoff/recover such amounts against any amounts paid or payable by OIL to Contractor/Supplier.
- 9.12 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor/Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor/Vendor, OIL shall be entitled to recover such amount from the Contractor/Vendor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 9.13 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.

- 9.14 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws.
- 9.15 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 9.16 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision. Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL. Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account. Claim for payment of GST/Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %)GST, otherwise claim in respect of above shall not be entertained for payment of arrears. The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 9.17 The contractor will be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ Eway Bill, if applicable etc.
- 9.18 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.
- 9.19 Company will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while

evaluation of bid. Where Company is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

9.20 GST amount shall be reimbursed to the Supplier at actuals against submission of invoice issued in accordance with the Invoice Rules which prescribe following particulars shall be included in the invoice:

- (a) Name, address and GSTIN of the supplier;
- (b) A consecutive serial number of the invoice;
- (c) Date of issue;
- (d) Name, address and GSTIN or UIN, if registered of the recipient;
- (e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- (f) HSN Codes or Accounting Code of services;
- (g) Description of goods or services;
- (h) Total value of supply of goods or services;
- (i) Taxable value of supply of goods or services taking into discount or abatement if any;
- (j) Rate of tax (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
- (k) Amount of tax charged in respect of taxable services (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
- (l) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- (m) Address of the delivery where the same is different from the place of supply;
- (n) Whether the tax is payable under Reverse Charge basis and
- (o) Signature or digital signature of the supplier or his authorized representative.

9.21 ANTI-PROFITEERING CLAUSE

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

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

/recover such GST along with all penalties/interest, if any, incurred by OIL.

10.0 INSURANCE:

- 10.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor or its sub-contractor (if applicable) during the currency of the contract including the third party items/consumables. For materials/ equipment belonging to the Contractor or its sub-contractor, the Contractor may self-insure the same.
- 10.2 The Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:
- a) Employees' compensation insurance as required by the laws of the country of origin of the employee.
 - b) The Company's Liability Insurance as required by law in the country of origin of employee.
 - c) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of the Contractor required to fulfill the provisions under this contract.
 - d) The Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
 - e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
 - f) Public Liability Insurance as required under Public Liability Insurance Act 1991.
 - g) Transit Insurance in respect of all items to be transported by the Contractor to the site of work, the cost of the transit insurance should be borne by the Contractor and the quoted price should be inclusive of this cost.
- 10.3 The Contractor shall obtain additional insurance or revise the limits of existing insurance as per the Company's request in which case additional cost shall be to the Contractor's account.

- 10.4 Any deductible set forth in any of the above insurance shall be borne by the Contractor.
- 10.5 The Contractor shall furnish to the Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 10.6 If any of the above policies expire or are cancelled during the term of this contract and the Contractor fails for any reason to renew such policies, then the Company at its discretion may renew/replace same and charge the cost thereof to the Contractor. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of the Contractor.
- 10.7 The Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as the Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.
- 10.8 All insurance taken out by the Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by the Contractor under this Contract.
- 10.9 Deductible: That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the Contractor.

11.0 CHANGES:

- 11.1 During the performance of the work, the Company may make minor change to take care of any supplementary work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. The Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.
- 11.2 If any changes result in an increase in compensation due to the Contractor or in a credit due to the Company, the Contractor shall submit to the Company an estimate of the amount of such compensation or credit in a form prescribed by the Company. Upon review of the Contractor's

estimate, the Company shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If the Contractor disagrees with compensation or credit set forth in the Change Order, the Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 14.0 hereunder. The Contractor's performance of the work as changed will not prejudice the Contractor's request for additional compensation for work performed under the Change Order.

12.0 FORCE MAJEURE:

- 12.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure' will stand suspended for the period during which such cause lasts. The word Force Majeure' as employed here in shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 12.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72(Seventy Hours) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim. Time for performance of the relative obligations suspended by the force majeure shall then be extended by the period for which such cause lasts.
- 12.3 Should 'force majeure' condition as stated above occurs and should the same be notified within Seventy-Two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

13.0 TERMINATION:

13.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):

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

13.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:

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

13.3 TERMINATION ON ACCOUNT OF INSOLVENCY:

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

13.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:

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

13.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:

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

13.6 If at any time during the term of this Contract, breakdown of the Contractor's equipment results in the Contractor being unable to perform their obligations hereunder for a period of 15 successive days, the Company

at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

- 13.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 13.1 to 13.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract upto the date of termination including the De-mob cost, if any.

13.8 **CONSEQUENCES OF TERMINATION:**

In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

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

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

14.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

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

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

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with

details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

2. The number of arbitrators and the appointing authority will be as under:

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

3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

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

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

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

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

14.2 **Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):**

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

The venue of all arbitrations under both 14.1 & 14.2 will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

15.0 NOTICES:

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

Company

a) For contractual matters

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

b) For technical matters

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

Contractor

Email. :

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

16.0 SUBCONTRACTING/ASSIGNMENT:

The Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract to any third party(ies). Except for the main services under this contract, the Contractor may subcontract the petty support services subject to Company's prior approval. However, the Contractor shall be fully responsible for complete execution and performance of the services under this Contract.

If against an order placed by OIL, successful bidder(s) (other than Micro/Small Enterprise) is procuring materials/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or 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.

17.0 MISCELLANEOUS PROVISIONS:

- 17.1 The Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.
- 17.2 The Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep the Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

- 17.3 During the tenure of the Contract, the Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, the Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.
- 17.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.

18.0 Deleted

19.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION:

- 19.1 Time is the essence of this Contract. In the event, the Contractor fails to complete the works within the stipulated completion period mentioned elsewhere in the bidding document, the Contractor shall be liable to pay liquidated damages @ 0.5% of the total Contract Value, per week of delay or part thereof of delay subject to maximum of 7.5% of the Total Contract Value. Liquidated Damages will be reckoned after expiry of the completion period
- 19.2 Both the Contractor and the Company agree that the above percentage of Liquidated damage is a genuine pre-estimate of the loss/damage which will be suffered by the Company on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever. Decision of the company in the matter of applicability of LD shall be final and binding to the contractor.
- 19.3 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure of the contractor to adhere to the mobilisation schedule of the contract.
- 19.4 The applicable GST on the LD shall have to be borne by the contractor. Accordingly, the liquidated damages shall be recovered from the contractor along with applicable GST.

20.0 PERFORMANCE SECURITY:

The Contractor has furnished to the Company a Bank Guarantee No. _____ dated _____ issued by _____ for _____ (being 10% of the Total Annualized Contract Price) with validity of 15(Fifteen) months beyond the contractual period. The Performance Security shall be payable to the Company as compensation for any loss resulting from the Contractor's failure to fulfil their obligations under the Contract. In the event of extension of the Contractual period, the validity of the Bank Guarantee shall be suitably extended by the Contractor. The Bank Guarantee will be discharged by the Company not later than 30 days following its expiry.

21.0 ASSOCIATION OF COMPANY'S PERSONNEL:

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

22.0 LABOUR:

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

23.0 LIABILITY:

23.1 Except as otherwise expressly provided, neither the Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of the Company and/or its servants, agent, nominees, assignees, contractors and sub-Contractors. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

- 23.2 Neither the Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of the Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such liabilities and any suit, claim or expense resulting there from.
- 23.3 The Contractor hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against the Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this Contract.
- 23.4 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.
- 23.5 Except as otherwise expressly provided, neither the Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of the Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless the Contractor from and against such loss or damage and any suit, claim or expense resulting there from.
- 23.6 Neither the Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility

whatsoever to whomsoever for injury or illness, or death of any employee of the Company and/or of its Contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of the Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend indemnify and hold harmless the Contractor from and against such liabilities and any suit, claim or expense resulting there from.

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

23.8 The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against the Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for 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.

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

(a) Neither the Contractor nor the Company (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.

(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 50% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

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

25.0 INDEMNITY AGREEMENT:

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

26.0 INDEMNITY APPLICATION:

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

27.0 SET-OFF:

Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract may be appropriated by the Company and set-off against any claim of the Company (or such other person or persons contracting through the Company) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with the Company (or such other person or persons contracting through the Company).

28.0 PAYMENT, MANNER OF PAYMENT, RATES OF PAYMENT & INVOICING PROCEDURE:

28.1 The Company shall pay to the Contractor, during the term of the Contract, the amount due calculated according to the schedule of rates and schedule 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.

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 the Company under any circumstances. The offers stipulating payment/part payment to such third party will be considered as non-responsive and such offers will be rejected.

28.2 MANNER OF PAYMENT: All payments due by the Company to the Contractor shall be made at the Contractor's designated bank. All bank charges will be to the Contractor's account.

28.3 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.

28.4 The Contractor will submit **three (3)** sets of all invoices to the Company address given under para 15.1 (a) duly super scribed 'Original' and 'copy' as applicable for processing of payment.

28.5 The Contractor shall submit invoices to the Company on the day following the end of each month for all daily or monthly charges due to the Contractor.

28.6 Invoice for reimbursable charges related to the contract will be accompanied by documents supporting the cost incurred.

28.7 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by the Company.

28.8 The Company shall within 20 days of receipt of the invoice notify the Contractor of any item under dispute, specifying the reasons thereof, in which event, and payment of the disputed amount may be withheld until

settlement of the dispute, but payment shall be made of any undisputed portion. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in sub-clause 28.3 above.

28.9 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.

28.10 Payment of the last Invoice after successful commissioning of the facility shall be made within 45 days following receipt of invoice by the 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, if any, engaged by the Contractor or by its subcontractor.
- d) Any other documents as required by applicable Indian Laws.

28.11 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.

29.0 WITHHOLDING:

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

- a) For non-completion of jobs assigned as per Section-II.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.

- d) Claims by sub-Contractor of the Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against the Contractor.
- e) Failure of the Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- f) Failure of the Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another the Contractor of the Company.
- h) All claims against the Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by the Contractor to fully reimburse the Company under any of the indemnification provisions of this Contract.

If, during the progress of the work the Contractor shall allow any indebtedness to accrue for which the Company, under any circumstances in the opinion of the Company may be primarily or contingently liable or ultimately responsible and the Contractor shall, within five days after demand is made by the Company, fail to pay and discharge such indebtedness, then the Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to the Contractor, a sum equal to the amount of such unpaid indebtedness.

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

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

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

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

30.0 APPLICABLE LAW:

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

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

- a) The Mines Act 1952- as applicable to safety and employment conditions
- b) The Minimum Wages Act, 1948
- c) The Oil Mines Regulations, 1984
- d) The Workmen's Compensation Act, 1923
- e) The Payment of Wages Act, 1963
- f) The Payment of Bonus Act, 1965
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- h) The Employees Pension Scheme, 1995
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service)
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- k) The AGST Act, WB & Bihar GST Act
- l) Service Tax Act
- m) Customs & Excise Act & Rules
- n) Environmental Protection Act
- o) Public Liability Act

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

31.0 SUBSEQUENTLY ENACTED LAWS :

Subsequent to the date of bid closing, if there is a change in or enactment of any law or change in application or enforcement or interpretation of existing law by any governmental authority or public body, which results in

addition/reduction in cost to Contractor on account of the operation contemplated under the Contract, the Company/the Contractor shall reimburse the Contractor/pay the Company for such additional/reduced costs actually incurred/saved by the Contractor, subject to the submission of documentary evidence by the Contractor/the Company.

32.0 ROYALTY AND PATENTS :

If any material used or methods or processes practiced or employed in the manufacture of items to conform with the requirements of the contract is/are covered by a patent(s) in respect of which contractor is not licensed, the contractor shall, before using the material, method or process, as the case may be, obtain such license(s) and pay such royalty(ies) and license-fee(s) as may be necessary. Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods which have not been imposed on the attending party by the terms of the contract or the specifications or drawings forming part thereof.

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

END OF SECTION – I

PART -3, SECTION II

TERMS OF REFERENCE & SCOPE OF WORK

ENGINEERING AND PROJECT MANAGEMENT CONSULTANCY (EPMC) FOR CREATION OF FIELD GAS GATHERING STATION (FGGS) AT BAGHJAN IN UPPER ASSAM

1. **INTRODUCTION:** M/s. OIL INDIA LIMITED (OIL), a Navaratna Company, is a pioneer oil company to explore & exploit crude oil & natural gas with its Headquarter at Duliajan, Assam.
- 1.1. **DEFINITION OF WORK:** OIL is in the process of development of producing field in Baghjan area. As a part of this development scheme, OIL desires to construct **FIELD GAS GATHERING STATION (FGGS)** setup comprising of crude oil & natural gas production facility at Baghjan field in Upper Assam, India.

1.2. BRIEF DESCRIPTION OF THE FIELDS

1.2.1. BAGHJAN

Baghjan oilfield is nearly 45 KM from Tinsukia and was discovered in 2000. The production from the field is reasonable with ample reserve of crude oil and natural gas. Presently, production is carried out through an Early Production Setup from this field

1.3. SITE DETAIL: BAGHJAN

Location

Baghjan is in Upper Assam and about 22KM from DoomDoma town 45 KM from Tinsukia town

Railway Station

Nearest railway station Doom Dooma is 22KM by road from the Baghjan site.

Doom Dooma falls in Tinsukia – Dangari Branch line of Northeast Frontier Railway.

Airport

Nearest airport Dibrugarh is about 65KM from the site.

1.4. FIELD DETAIL

The Baghjan oilfield, located about 25 KMs to the northwest of Makum oilfield, was discovered in year 2000. The field is producing from 6 Nos. of

wells through an EPS (Early Production Setup). Associated Gas is expected to be around 0.3 MMSCUMD. The Baghjan field also having huge amount of non-associated gas potential and it is expected to produce about 2.5 MMSCMD of non-associated natural gas from this area. To explore the resources one Field Gas Gathering station having the facilities for production of natural gas are to be created.

2. SCOPE OF WORK

Scope of work comprises of design, creation of process facilities, requisite utilities etc. in various modules and other infrastructure for a standalone integrated surface production set up for production natural gas complying with all gas field safety norms (DGMS, OISD etc.) and applicable government laws.

2.1 MODULAR PLAN DESIGN CONCEPT

The process facilities involved in the Field Gas Gathering Station to be pre-fabricated and transported in containers. The design of the equipment's should be selected in such a way that the equipment will be placed in the standard size of the container. It should involve designing the systems into portable skids. These skids should be self-contained units which can be stacked or rearranged in different formations to add to or form entire plants

The Containerized facilities shall be transportable via roads of the Assam and to the plant locations. The regulation of road safety shall be met by the package supplier.

The vessel sizes are to be sized based on the adequacy of locating inside the container. If any vessel needs to be designed higher than the recommended container vessel size, either the vessel shall be splitted and flanged to erect as one vessel at site or the vessel count can be increased (e.g. 2 number of vessel instead of 1) based on the allowable size of the container vessel.

Piping can be pre-fabricated in package supplier's facility and transported to the site. The skid fabrication at site should be minimized as low as possible by the package supplier. All the associated facilities of the package skid such as instrumentation, piping, valves, control system and electrical items etc., should not be fabricated at site.

Apart from processing facilities, amenity blocks, Guard house etc., shall be preferably pre-fabricated.

Civil work shall be done separately based on the inputs given by the package supplier. Civil work includes the construction of internal roads, leveling and concrete basement for the processing facilities etc.

Remaining steel work such as inter-connection, hook-ups of skids, installation will be done separately based on the inputs given by the package supplier.

OBJECTIVE:

Oil India Limited requires the services of a suitably qualified EPMC (Engineering and Project Management Consultant) to provide Consultancy Services for creation of one no. of Field Gas Gathering Station at Baghjan in accordance with the given Terms of Reference. This section establishes the scope and schedule for the work to be performed by the EPMC and describes the guidelines, instructions etc., which the EPMC shall satisfy or adhere to in the performance of the work. The MINIMUM FACILITIES ENVISAGED for the stations covering different disciplines has been shown in the other part of the document to facilitate the bidders only to visualize the work requirement. However, EPMC shall design the facilities based on current practice followed in the upstream oil & gas industry and in consideration of the statutory regulations like OMR (Oil Mines Regulations), Indian Boiler Act guidelines, IE Rules OISD (Oil Industry Safety Directorate), DGMS (Director General of Mines and Safety), Ministry of Environment and Forest (MOEF), Assam Pollution Control Board and any other relevant laws, by-laws, or Acts in force. Hazardous area layout drawing as per DGMS and OISD 113 guidelines needs to be prepared for the installation by EPMC which should be duly approved by OIL. All electrical and instrumentation items that will be installed in the hazardous area as per the approved hazardous area layout drawing must have DGMS approval.

The facilities that shall be provided in the stations shall be latest, suitable, appropriate & proven technology. The proposed installation will be designed to meet all the latest and relevant standards for QHSE-ISO and ISRS (International Safety Rating System) etc. The facilities proposed to be set up, would be based on latest process control system available including online monitoring and control facility for the entire plant and measurement for fluid at inlet and outlet.

3. **EXECUTION METHODOLOGY:** The EPMC shall carry out Basic design, cost estimation, preparation of bid package to engage an EPC contractor for carrying out Detailed Engineering, Procurement, Fabrication and Construction/Erection works in accordance with the terms of the contract. EPMC will also monitor all execution activities of EPC contractor, Commissioning, Start-up, PGTR and project closure. Execution of above FGGS will be carried simultaneously by the EPC contractor.

- 3.1. **PHASE-I:**

Line Item 10 (Refer to SOW & SOP)

3.1.1.QRA study, Escape, Evacuation and Rescue Analysis, Hazard and Operability (HAZOP) study, Environmental Risk Assessment study and SIL study for the installations as per Para 3.2 of Terms of reference (below).

Line Item 20 (Refer to SOW & SOP)

3.1.2.Basic Engineering & Front End Engineering Design (FEED) to establish the system requirements considering entire life of the field. OIL will provide basic soil investigation data and topographical survey report of the plot of land. Specified further investigation, including Collection of Metrological data, seismic, soil data, HFL (Highest Flood Level), average rain fall, ground water level preparation of Contour Map etc shall be within the bidder's scope. Reports/ documents of the same shall be submitted to OIL before carrying out Basic Engineering and FEED.

3.1.3.Latest, Suitable, appropriate & proven Technology selection from available worldwide and recommendation thereof.

3.1.4.Presentation of computer animated 3D Walkthrough model to OIL based on process flow concept as per Basic Engineering & FEED, for design visualization of entire plant layout which they conceive, their milestones and operations of the units with focus on critical processes.

3.1.5.Draw out plan and training program for training of OIL's personnel in the Operation and Maintenance of the new plant and technology of the installations.

3.1.6.Submission of Basic Engineering & FEED result to OIL and taking approval from OIL.

3.1.7.Perform 3.1.2 to to 3.1.6 giving due cognizance to Govt of India, Ministry of Environment and Forests guidelines. Perform necessary works/ initiate approvals, as shall be required, per the above directive from MoEF before execution of the Project.

Line Item 30 (Refer to SOW & SOP)

3.1.8.Finalization of Project schedule (Bar Chart of the whole project) considering various facets of the job; preparation of BOM (bill of materials) and cost estimates for the whole project and submission to OIL for approval. Estimate of EPC work and O&M for 5 years.

Line Item 40 (Refer to SOW & SOP)

3.1.9.Preparation of EPC Tender document and submission of the same for OIL's approval as per the technology selected based on Basic Engineering & FEED and other requirements for Constructing and Commissioning of

Baghjan FGGS and also commercial requirements for obtaining competitive bids from EPC bidders. The tender shall ask the bidders to submit detailed Engineering for the various aspects viz. equipment, construction, structural, piping, mechanical, civil, electrical, instrumentation etc.

- 3.1.10. Preparation of the detailed internal estimate for EPC tender and submit to OIL.
- 3.1.11. Submission of the EPC tender document to OIL; fulfilling all aspects of jobs required for construction of the installations in both hard (10 copies duly printed in colour and hard binded) and soft copies; publication of Invitation for bid (IFB) in press through OIL's advertising agent (selection of Newspaper and expenses of publications will be to OIL's account) and uploading of the tender document in the e-portal of OIL along with OIL's engineers for e-tendering.
- 3.1.12. Intimation to the prospective bidders drawing their attention to the tender; organizing pre-bid conference and clarifying to prospective bidders. The pre-bid conference shall be held at OIL's office at Guwahati which shall be attended by OIL's engineers along with EPMC contractor. Necessary clarification to prospective bidders shall be provided by the EPMC contractor. The OIL shall bear all the expenses for organizing and holding the Pre-bid conference (However, to and fro travel and lodging & boarding expenses of EPMC's personnel to Guwahati for attending the prebid conference shall be arranged and borne by EPMC.) Opening of tenders (both Technical & Commercial) will be done at OIL's office at Duliajan only.
- 3.1.13. Evaluation of bids for technical and commercial compliance, seeking clarifications from bidders, if any, Holding discussions (techno-commercial) and negotiations with the bidders.
- 3.1.14. Submit the scrutinized bids for OIL's comments/approval.
- 3.1.15. Selection of EPC contractor jointly with OIL and assisting in awarding contract to OIL.
- 3.1.16. Preparation and award of O&M contract for five years. O&M contractor shall be engaged from day 1 of PGTR. Accordingly the O&M contract has to be finalized and awarded.

Line Item 50 (Refer to PART 3 Section III - SOR)

- 3.1.17 Scrutiny of Bids. Evaluation of bids for technical and commercial compliance, seeking clarifications from bidders, if any. Holding discussions (techno-commercial) with bidders in consultation with OIL. Submit the

scrutinized bids for OIL's comments/approval and make final technical recommendation of EPC Contractor.

EPMC shall organize requisite pre-bid, post-bid meetings in consultation with OIL and in presence of OIL's representative for expeditious replies of queries. The EPMC shall prepare list of Technical Queries, obtain the replies for OIL with their inputs and forward the recommendations to the respective bidders. EPMC will prepare list of all queries and related correspondences forward to OIL.

On receipt of EPMC's recommendations on technical evaluation of the bids received against the tender, OIL shall arrange for obtaining necessary approval from OIL's competent authority for opening the priced bids of the technically qualified bidders.

After receipt of approval for opening of price bids of technically qualified bidders, EPMC shall intimate the technically qualified bidders for attending the priced bid opening. Priced bids shall be opened at OIL's office at Duliajan in presence of representatives from EPMC & technically qualified bidders within one week after intimating the bidders. Bids of the technically disqualified bidders shall not be opened.

EPMC shall tabulate the priced bids of the technically acceptable bids on comparative statement sheet and put forward their recommendation to OIL. Negotiations and discussions with the bidder, if any required, shall be arranged by EPMC in consultation with OIL. Justification for price reasonableness shall also be submitted by EPMC to OIL.

On receipt of EPMC's recommendations on final commercial evaluation of the bids received against the tender, OIL shall arrange for obtaining necessary approval from OIL's competent authority for awarding the contract to Successful Bidder. On receipt of necessary approval, OIL shall issue the Letter of Award (LOA) and enter into an agreement with the LSTK/EPC contractor. EPMC will make the Contract agreement of EPC Contract. EPMC shall make 10 sets of hard copies in binding format and 5 sets in soft copies of the contract agreement and submit to OIL.

Line Item 60 (Refer to PART 3 Section III - SOR)

- 3.1.18 EPMC will review plot plan, unit layouts, design, drawings, documents, vendor data & drawings of equipments, P & IDs etc. of FGGS provided by the EPC contractor and take necessary action as per Document Control Index (DCI).

Line Item 70 (Refer to PART 3 Section III - SOR)

Project Monitoring, Overall Construction Supervision in line with but not

limited to the points mentioned below. OIL shall have the right to verify, cross check the same from time to time.

- 3.1.19 Construction supervision and total project management.
- 3.1.20 To ensure adherence by EPC Contractor to the Scope of Work (SOW) and quality control requirements.
- 3.1.21 Monitor and control the project schedule.
- 3.1.22 Ensure quality control and safety of operation and certify the jobs executed by EPC contractor and scrutiny the RA bills prior to making payments.
- 3.1.23 Ensure adherence by LSTK/EPC Contractor to statutory guidelines
- 3.1.24 Liaise with EPC Contractor in Documentation, preparation of equipment log book, preparation of Safe Operating Procedure for all equipment and various facilities including and not limited to civil, mechanical, electrical, instrumentation.
- 3.1.25 Submission of list of BOM (Bill of materials) in soft and hard form of all materials & equipments installed at the FGGS along with quantities, manufacturer details, technical specifications etc.
- 3.1.26 Monitor commissioning of individual equipments along with EPC contractor and submit commissioning report to OIL.
- 3.1.27 Provide competent supervisory staff at the construction site to review/supervise construction, erection of plant & machineries, civil and structural engineering works and approve the materials and workmanship as per terms of the EPC contract.
- 3.1.28 Supervision and verification of pre-commissioning test run carried out after erection/installation of equipment & machinery, electrical, instruments and piping networks.
- 3.1.29 Organize project review meeting with OIL and the EPC contractor.
- 3.1.30 Organize regular site meeting with the contractor to ensure that work is being carried out in safe manner in accordance with the specifications and to the statutory regulations.
- 3.1.31 EPMC will assist OIL in maintaining records and enforcement of labour laws and other statutory requirements applicable in the state including insurance of workmen.
- 3.1.32 EPMC shall ensure that all necessary statutory approval of the installed instrument/equipment have been obtained by the EPC Contractor prior to commissioning of FGGS and submit all the documents and certificates to OIL.

- 3.1.33 Preparation of Standard Operation & Maintenance Manual in consultation with EPC contractor. This Manual will contain process sequence, instrument control, start up and shutdown procedures, etc.
- 3.1.34 Review of start up, shutdown and emergency provisions and procedures.
- 3.1.35 Participate in planning and scheduling of plant start up activities, wherever necessary.
- 3.1.36 Carry out trial run of the FGGS along with EPC contractor. EPMC shall ensure successful commissioning of the FGGS by the EPC contractor to the satisfaction of OIL. EPMC shall submit final certificate of successful trouble free running of the whole plant to OIL.
- 3.1.37 Commissioning of the plant will be deemed to be complete upon expiry of 1 (one) months of continuous trouble-free operation of the plant from the date it is being put into operation. The trouble free operation will include operation of the plant, its all equipment (including operation of the stand-by facilities), components, instrument, process and other by-pass systems in auto and/or manual mode (as per design) establishing all control/monitoring and shut-off systems. The above will be witnessed and recorded by EPC Contractor, OIL as well as the EPMC.
- 3.1.38 In the event of malfunctioning/defects of any equipment (including operation of the stand-by facilities), components, instrument, process and other by-pass systems during the first month of operation of the plant, the date of completion shall be counted from the day of rectification of such malfunctioning/defects etc. and the commissioning of the plant shall be considered upon completion of one month of trouble-free operation, as stated above, from the day of rectification which shall be at no extra cost to OIL by the EPMC.

SCOPE OF SERVICES FOR EPMC:

- 3.2. **STUDIES TO BE PERFORMED:** The following studies are to be carried out by the EPMC and necessary documentation/reports are to be submitted to OIL and other statutory bodies and requisite approval is to be obtained.

A) HAZOP STUDY:

Detailed Hazard and Operability (HAZOP) study on updated P&IDs of the main process of different units, utility and support systems handling hydrocarbons or considered critical from operating view point should be undertaken with the aim to check the adequacy of the instrumentation, existing safety provisions and to identify other operation related problems/hazards. Special attention should be given to check the control philosophy and the Safety Instrumentation System presently been adopted in relation to different oilfield installation and downstream

consumers. Start up operations, stoppage and maintenance procedure being followed should also be reviewed. Detailed Hazard & operability (HAZOP) study shall be carried out on the proposed design of the installations and a report shall be submitted as per best practices followed in the industry.

B) QUANTITATIVE RISK ANALYSIS (QRA)

Quantitative risk assessment of the entire proposed plant and surrounding to be carried out. Report to be submitted to OIL in both soft and hard formats.

C) **ENVIRONMENTAL RISK ASSESSMENT STUDY**: Summarize the results in terms of risk to plant personnel and to environment in a form suited to the problems.

(i) Risk to the plant personnel should be plotted/presented in a form of F-N curves while risk to public in terms of CSO risk curves. Number of fatalities per year of PLL (Potential Loss of Life) for the plant as a whole should also be evaluated and presented in a suitable form.

(ii) Risk to environment should be presented in an internationally accepted form. Internationally recognized acceptability criteria should be adopted for evaluation of results.

D) SIL (Safety Integrity Level) study of Plant.

Detail SIL (Safety Integrity Level) study based on the above HAZOP & Risk analysis study results/data has to be carried out to comply IEC61511 & IEC61508 standard requirements. The SIL study should determine all the safety functions that will be required to achieve risk reduction to “ALARP” (as low as reasonably practicable level) and then the requisite SIL level should be assigned to each safety function. The SIL study should determine the safety requirement specifications (SRS) for the proposed safety instrumented system for the entire facility. SIL study has to be carried out through certified “Functional Safety Professional/Experts”.

E) **ESCAPE, EVACUATION AND RESCUE ANALYSIS**: An escape, evacuation and rescue analysis shall be carried out with the following objectives:-

(i) Method of escape and evacuation should not expose the evacuees to a higher level of risk than the emergency situation itself present.

(ii) Method of rescue should enable the rescuers to search locate and remove persons from the plant and its neighbourhood to a place of safety without causing injuries or worsening any injuries already sustained.

(iii) EPMC to provide situation based Disaster Management Plan for the installation.

NOTE :

(i) Environmental Impact Assessment (EIA) study as well as approval from MOEF and Pollution Control Boards will be done by OIL.

(ii) The above studies to be done by EPMC may be sub-contracted through OIL approved parties.

3.3. BASIC ENGINEERING & FRONT END ENGINEERING DESIGN:

The Engineering Project Management Consultant (EPMC) appointed for the project shall have the primary responsibility of carrying out Basic Engineering & Front End Engineering Design (FEED) as per the guidelines set by OIL and Govt. statutory bodies, laws, by-laws or Acts mentioned in Clause 2.0, taking necessary approvals and permissions from the statutory bodies, preparing cost estimates, technical specification (NIT specs) and for evaluation of bids and ensuring quality of procurement items and workmanship of construction in line with sound established and safe engineering practices, standards and codes, completing the project as per the terms and conditions of the contract and to the satisfaction of OIL and commissioning the project within the agreed time schedule. OIL will co-ordinate and monitor the project execution by the EPMC contractor and give basic guidelines of the Company's requirements time to time. OIL shall reimburse the official fees to EPMC at actual for the amount paid by them towards obtaining approval from the statutory bodies for the plant only, against supporting documents.

Front End Engineering Design (FEED) i.e. design of the process together with its control and automation, safety, environmental and other systems will encompass process design and analysis, conceptual design and basic engineering phases of the project life cycle. The layout & installation should provide optimum space for further expansion in terms of plant storage and operating capacity. As the land is a constraint for OIL the design of the layout should be made in such a manner the minimum land is utilized for the installations. OIL also advises EPMC consultant to design stacked equipment, piping considering statutory requirements. The Basic Engineering & FEED data will be submitted to OIL with Project cost estimation & Plant layout. Those will be approved by OIL finally. All the drawings should preferably be finalized by EPMC during Basic Engineering & FEED except for what will be prepared during Detailed Engineering phase (viz. fabrication drawings, construction drawings foundation, steel frame, construction drawings for electrical equipment, instrumentation and piping, vents/drains, Hook ups, Loops, vendor

data etc.). Following on from Basic or FEED engineering work, EPC contractor will develop Detailed Engineering as per EPMC's guidelines.

EPMC will give a presentation of computer animated AEC (Architectural, Engineering and Construction) Walkthrough to OIL which EPMC conceive based on Basic Engineering & FEED, for design visualization of entire plant layout with focus on critical processes.

EPMC must provide Bar Chart indicating all the activities and time line including major milestones for Phases I, II & III separately as per project schedule given in clause 7.0.

The EPMC should carry out design for Field Gas Gathering Station (FGGS) on the plot of land earmarked by OIL.

3.3.1. **PROCESS**: It shall include,

- (a) To establish operation of the system based on agreed process philosophy and approval from OIL.
- (b) To establish final design parameters/basis and limit of the system.
- (c) To establish latest, suitable, appropriate & proven technology and development of Good Practice Guidelines.
- (d) Preparation of lay out diagram based on conceptual flow diagram and site map with due consideration to the statutory requirements followed in upstream oil sector including OMR, OISD and other Govt. laws and by laws as applicable.
- (e) Preparation of Process Flow Diagram showing operating conditions, Material Balance, Heat Duty, Composition of streams etc.
- (f) Preparation of Piping and Instrumentation Diagram.
- (g) Preparation of Process Package operating summary of design basis, brief description of plant, measurement-control-automation, ground flare system, effluent disposal system, P&ID, PFD, Plot Plan etc., utility requirement and fire protection & fighting system as per statutory requirements, disaster management plan, guaranteed plant performance, turned down conditions etc., Equipment Layout, Line Schedule, Instrument Schedule etc.
- (h) Preparation of Plant operation manual complete with process control safety measures and procedures during commissioning and operation, etc.
- (i) Escape, Evacuation and Rescue Analysis; environmental protection scheme/systems, HAZOP, HAZIP, SIL study of FGGS.
- (j) Preparation of time schedule for implementation.
- (k) Review/approval of drawings/documents of turnkey supplier during execution as necessary.

3.3.2. **EQUIPMENT ENGINEERING**: It will include

- (a) Formulation of design philosophy, and approval from OIL.
- (b) Preparation of drawings as per Basic Engineering & FEED requirement, defining major equipment, giving the layout of equipment with sections and elevations, wherever necessary for equipment engineering as per the statutory guidelines followed in upstream oil industry.
- (c) Define scope and finalize engineering specifications based on process data sheets for all static and rotary equipment.
- (d) Provide specifications/standards for all equipment and machinery to be procured as part of turnkey supply considering system and statutory requirements.
- (e) Finalize agreed specification/standards for equipment/machinery to be incorporated in the contract of turnkey supplier in consultation with OIL.
- (f) Review/approval of drawings/documents of turnkey supplier during execution as necessary.

3.3.3. **MECHANICAL AND PIPING**: It will include

- (a) Provide information applicable codes/standards for pipe classification.
- (b) Pipe Adequacy sizing and Stress analysis as required for critical piping.
- (c) Design of all equipment like Vessels, Heat Exchangers. Pumps and engines, instrumentation control and monitoring and distribution etc. required for the proposed system.
- (d) Preparation of General Layout Plan includes Plot Plan for the plant with position dimensions of the major equipment/systems as per provisions of the Mines Act and OISD and DGMS guidelines.
- (e) Preparation of detailed technical specifications including data sheets, tender drawings, basic layout, estimated quantities of execution for various contracts including civil, structural, equipment, piping, electrical, instrumentation as required for the process and statutory guidelines.
- (f) Provide final agreed specification/standards for piping engineering to be incorporated in contract of turnkey plant supplier in consultation with OIL.
- (g) To provide corrosion control measure in all equipments & piping
- (h) Review/approval of drawing/documents of turnkey plant supplier during execution as necessary with respect to engineering performed and statutory requirement.

3.3.4. **INSTRUMENTATION**: The detail scope of work should include:

- a) Preparation of controls & instrumentation system design philosophy as per statutory requirements of OMR, DGMS, OISD and other Govt. laws and by-laws for the entire installations and also as per the below specified minimum codes and standards (national & international).

a.1) STANDARDS AND SPECIFICATIONS

Latest editions of the codes as furnished in Annexure-A shall be followed in addition to the Codes & Standards mentioned in specifications of the bid.

a.2) Hazardous Area system requirements:

All instruments, junction boxes and cable glands and Local Control panels shall be certified for use in hazardous area as per area classification drawing of the installation where the project will be installed. The instrumentation shall be certified intrinsically safe in general, as per IEC-79.

However, field switches and Solenoid Valves shall be certified flameproof for use in classified area as applicable (IS-2148/ IEC-79). Purging of Local Control Panel and other enclosures shall not be allowed. Moreover all field instruments shall also be Weatherproof to IP 65 as per IS 2147/ IEC 529. All junction boxes, cable glands and local panels etc. shall also be weatherproof to IP 65 as a minimum. Junction boxes, cable glands and accessories shall be weather proof only when connected to intrinsically safe circuit and shall be weather proof and explosion proof/flame proof to IP 65 and NEMA-7 or equivalent IS standard, when connected to explosion proof instruments/circuits. The certification for use in hazardous areas shall be as follows and accordingly to be provided through EPC contractor:

- a) All Junction boxes/Instruments/systems etc. to be installed in hazardous area Zone 1 & Zone 2 shall be certified DGMS India.
- b) Approvals other than above shall neither be offered nor will these be acceptable.
- c) DGMS approval of the Instruments is a statutory requirement and is required over & above certification by ATEX/FM/UL/CSA/CENELEC/ BASEFA /PTB.

a.3) Instrumentation installation standards:

- a) The design and installation of instruments shall be generally in accordance with ISA/API recommended practices and other applicable standards like ASI, IBR etc. Material specifications and practices shall, in general, conform to appropriate ASTM, NACE (wherever applicable) or equivalent standards. All standards, code of practice shall be of the latest edition.

- All instruments and equipments shall be suitable for use in hot, humid and tropical industrial climate in which corrosive gases and /or chemicals may be present. As a minimum, all instruments and enclosures in field shall be dust proof, weather proof to IP65 and secure against the ingress of fumes, damages, insects and vermin. All external surfaces shall be suitably treated to provide anti corrosion protection against plant atmosphere.
 - Location of process connections shall be either from the side or from the top of the process equipment but not from the bottom. This requirement is applicable to both pipes and vessels. The location of lower side connection shall be high enough to prevent plugging due to any suspended solids. In addition, the connections shall be short, vertical or horizontal and without any pockets.
 - Materials of construction of instruments shall be consistent with temperature, pressure, corrosion conditions and other process requirements. In case where suitable material procurement is not feasible/available, diaphragm seal shall be provided.
 - The complete instrument system shall be designed for safe operation, by using normally closed contacts which open on fault conditions.
 - Mounting of Instrument/JB on the stanchion or instrument support shall be at the height of 1.3 meter from the finished grade /floor level.
 - EPMC to note that the atmosphere external to the items is classified as hazardous to Area NEC Class-I, Division-1, Group C, D.
 - The Sensors along with the Transmitter shall be certified suitable for the specified Electrical Area Classification, and EPC Contractor shall furnish the certificate from body like FM/UL/BASIEFA/PTB/DGMS.
 - The Sensors shall be Weatherproof to IP 65 and Explosion Proof to NEMA 7 certified for the specified area classification.
 - Cable entry for the Sensor shall be as per Manufacturer's Standard. However, flying leads are not acceptable. Cable glands (explosion proof certified to NEMA 7) shall be in EPC Contractor's scope of Supply.
- b) Selection of Instrumentation & Control System with the following concepts:
- Remote operation, monitoring and process control of the installations on the concept of unmanned operation of production facilities. FF (Foundation Fieldbus) based DCS system should be provided.

- Safety Instrumentation System (SIS) for automatic operation and control as per IEC61508 & IEC61511 standards.
- Tank Farm Management System as well as other systems/equipment's as OISD189.
- Coriolis Mass Flow Metering System for mass material balance.
- Motorized Valve for unit level and plant level isolation and ESD system.
- Control & Instrumentation system for all the production equipments.
- Instrumentation and Control system for plant Utilities.
- Fire & gas detection system
- CCTV surveillance system
- Ambient air quality continuous monitoring including data display in the entrance.
- Control valve must be with SMART positioners – DATA sheets to be approved by OIL.

All manual/isolation valves/ESD/shutdown valves datasheets to be provided by EPMC after selecting the right type suitable for OIL's process requirements and isolation criteria.

- c) Preparation of interlocks and protection specs.
- d) Preparation of control system scheme and concept note.
- e) Preparation of Instrumentation and control design basis document.
- f) Preparation of measurement loop diagrams.
- g) Preparation of cause and effect diagram.
- h) Preparation of instruments index and specifications for field instruments and accessories, DCS System, PLC system, ROSOV, MOV, Control valves, CCTV & F&G system etc. EPMC will have to prepare the detail specifications for the entire instrumentation and control system including all field instruments, systems, equipment's etc.
- i) Preparation of control room layout and control panel GA drawings etc.
- j) Designing of electronic mimic panel, surveillance camera and monitoring system.
- k) Calculation of total electrical load for Instrumentation systems and design of suitable UPS
- l) Preparation of technical specifications/data sheets for all equipment and review/approval of vendor's contractor's design documents, if any.

- m) Preparation of instrument layout drawings, cable schedule, and inter-connection diagrams.
- n) Preparation of instrument installation standards and erection specifications with instrument hook up drawings.
- o) Technical appraisal of all instrument items supplied as part of turnkey bids in consultation with OIL.
- p) Provide final agreed specifications/standards for all instrument supplies and installation /erection under turnkey concept as part of contract document.
- q) Review/approval of drawings/documents of turnkey supplier during execution as necessary with respect to engineering performed by the contractor.

3.3.5. **ELECTRICAL**: It will include

- (a) Preparation of design basis as per requirements of the system and statutory requirements e.g. OMR, CMRI, DGMS, Indian Electricity rules and OISD.
- (b) Preparation of single line diagrams and typical control schematic drives.
- (c) Preparation of area classifications drawings as per latest DGMS guidelines.
- (d) Preparation of illumination layout drawings.
- (e) Preparation of typical installation drawings for installation, earthing and lighting fixtures.
- (f) Review of vendor's/contractor's generated drawings.
- (g) Equipment layout drawings and equipment, mounting and erection details.
- (h) Special alarm for substation equipment, drive motors, lighting fittings, motor control centres, security alarm at gate office etc.
- (i) Specify applicable codes/standards for electrical supplies and erection.
- (j) Technical appraisal of bids for all electrical items and concepts in turnkey bids in consultation with OIL.
- (k) Selection of electrical and instrument items along with requisite specifications as per OMR, Indian Electricity Rules, OISD and DGMS guidelines.

- (l) Installation of lightning arrester.

3.3.6. **CIVIL & STRUCTURAL:**

- (a) Compilation of load data as required for civil design based on the data received from vendors
- (b) Finalisation of earthwork and finished ground level. Preparation of final contour map. (Soil investigation and topographical survey reports are available with OIL. Specified further investigation, if required, shall be done by prospective bidder.)
- (c) Development of design criteria for civil, structural and architectural work and finalization of the same.
- (d) Design of foundations and preparation of drawings of all equipment. Necessary soil data to be generated by the consultant for civil engineering design. Note: Detailed design drawing for Architectural works would be in EPC's scope.
- (e) Preparation of preliminary systems for structural and reinforcement steel in advanced procurement action.
- (f) Design of foundations and preparation of drawings of various equipment, office and control room, necessary static and dynamic loading shall be obtained from different vendors and generated wherever required as a basic data for civil design engineering, bar bending schedule for foundation etc.
- (g) Development of design criteria for civil, structural and architectural work.
- (h) Design and engineering of pavements, equipment or service drains/ storm water drains up to the sensed drainage point.
- (i) Technical appraisal of bids received for the civil/structural specifications/ standard followed.
- (j) Provide final agreed specifications for civil/structural work for the turnkey plant supplier for final contract.
- (k) Office room, godown, security barrack, toilet block etc to be made of PRE FABRICATED structure, control room as per OISD standard.
- (l) Review/approval of drawings/documents of turnkey supplier during execution as necessary with respect to engineering performed by the contractor.
- (m) Provide details of land scapping, green belt of the entire area.

3.3.7. **INSULATION AND PAINTING:** It will include

- (a) Provide specifications/standards/applicable codes for turnkey bid packages.

3.3.8. **FIRE PROTECTION & SAFETY:**

FIRE PROTECTION:

- (a) The fire protection and fire fighting facilities shall conform to OISD 189, OMR, NFPA, BIS norms to meet requirements of ISRS protocol etc.
- (b) Design of Fire water storage, pump, distribution network and preparation of fire water network diagram.
- (c) Fire detection facility shall be addressable at control room with manual call point & fire alarm system. Fire water drenching pumps shall be diesel engine driven. Jockey pumps shall be electric motor driven. Fire water main shall be ring main type.
- (d) The system for above ground portion shall be analyzed for flexibility against thermal expansion and necessary expansion loops where called for shall be provided. The underground crossings should be provided with suitable casing pipes and should be provided with anticorrosive lining up to 30 cm above the ground level.
- (e) Preparation of Fire Emergency Manual with scenario based contingency plan.

SAFETY:

- (a) EPMC will appoint a HSE coordinator for the project.
- (b) All necessary statutory approvals to be taken for the installation.
- (c) All appliances, equipment and machinery that may be used in hazardous area in Zone-1 & Zone-2 will be of such type, standard and make as approved by DGMS.
- (d) All contractor personnel will have to undergo Mines Vocational Training prior to deployment in the mine.
- (e) Contractor to adhere to OIL's HSE Management System.
- (f) Digitization of drawings, (P&I) diagrams to be done.
- (g) Appropriate flaring system in line with MOEF (Ministry of Environment & Forest) stipulations and OISD STD-106 are to be done.
- (h) All piping including Fire water lines should be above ground and should have single point support.
- (i) Disaster Management Plan is to be made based on Risk Analysis.
- (k) Standards for emissions from storage of natural gas may be considered.

NOTE:

The above lists are indicative only and not exhaustive. The EPMC shall suggest any other necessary design to make the system foolproof. The drawing & design which will be prepared by EPC contractor during Detailed Engineering, shall be approved by EPMC.

3.4. INVOLVEMENT OF EPMC ON EPC CONTRACTOR:

3.4.1. FOR SELECTION OF EPC CONTRACTOR FOR IMPLEMENTATION OF THE FIELD GAS GATHERING STATION AS PER TIME SCHEDULE, CLAUSE NO. : 7.0

- (a) Preparation of complete tender document including technical and commercial parts for inviting bids for EPC contractor based on Basic Engineering & FEED in consultation with OIL. The tender shall ask the bidders to submit Detailed Engineering for the various aspects viz. equipment, construction, structural, piping, mechanical, electrical, instrumentation etc. i.e. to be prepared on the basis of Basic Engineering & FEED.
- (b) Submission of the EPC tender document to OIL for checking/approval; fulfilling all aspects of jobs required for construction of an FGGS at Baghjan in both hard (10 copies duly printed in colour and hard binded) and soft copies; publication of NIT in press through OIL's advertising agent (selection of Newspaper and expenses of publications will be to OIL's account) and uploading of the tender document in the e-portal of OIL along with OIL's engineers for e tendering.
- (c) Intimation to prospective bidders drawing their attention to the tender; organizing pre-bid conference at Guwahati and clarifying to prospective bidders. Necessary clarification to prospective bidders shall be provided by the EPMC contractor with intimation to OIL.
- (d) Bids (techno-commercial & priced) from EPC shall be received at OIL's office and will be opened as per above clause. Initially only techno-commercial bids shall be opened which shall be evaluated and tabulated by EPMC on quotations comparison sheet for technical compliance. EPMC shall organize requisite pre-bid, post-bid meetings in consultation with OIL and in presence of OIL's representative for expeditious replies from Contractors to the techno-commercial queries. The EPMC shall prepare TQ's, obtain the replies and forward the recommendations based on this and together with copies of all related correspondences forward to OIL with recommendations on the technically and acceptable offer.
- (e) On receipt of EPMC's recommendations on technical evaluation of

the bids received against the tender, OIL shall arrange for obtaining necessary approval from OIL's competent authority for opening the priced bids of the technically qualified bidders.

- (f) After receipt of approval for opening of priced bids of technically qualified bidders, OIL shall intimate the technically qualified bidders for attending the priced bid opening. Priced bids shall be opened at OIL's office at Duliajan in presence of representatives from EPMC and technically qualified bidders within one week of intimating the bidders. Bids of the technically disqualified bidders shall not be opened.
- (g) On receipt of EPMC's recommendations on final commercial evaluation of the bids received against the tender, OIL shall arrange for obtaining necessary approval from OIL's competent authority for awarding the contract to EPC. On receipt of necessary approval, OIL shall issue the Letter of Award (LOA) to the contractor awarding the contract to EPC Contractor and enter into an agreement with the EPC contractor. EPMC will formulate the Contract agreement for EPC Contractor.
- (i) EPMC shall also ensure that equipment suppliers provide maintenance spares for at least first 2 (two) years of operation and supply a list of such spares for 10 (ten) years to OIL with classified prices and necessary specifications with details enabling OIL to procure directly in future.
- (j) EPMC shall assist OIL in issuing Recommendatory Letter to Directorate General of Hydrocarbon (DGH), New Delhi for Essentiality Certificate for imported items. Although customs clearance shall be the responsibility of the EPC contractor, if necessary, EPMC shall assist EPC contractor in clearing the goods through customs authority. EPMC shall also assist in obtaining other required documents/certificates/licenses from Govt authorities for availing the benefit available to OIL towards supply of goods including Nil Customs duty, Excise duty exemption.
- (k) The EPMC contractor will make necessary documentation in prescribed formats for statutory approvals like DGMS approval, Permission/approval from other statutory bodies. The EPMC shall have to ensure that all the statutory approval/certificates are obtained before commissioning of the Plant is deemed to be completed.
- (l) The EPC contractors will prepare 3D Computer modelling with simulation as per guidelines of EPMC contractor for the entire plant till it is put into operation. EPC Contractor will also update the construction sequences in the said model during construction phase.

3.4.2. **SUPERVISION OF EPC CONTRACTOR'S WORK FOR CONSTRUCTION /INSTALLATION AND COMMISSIONING OF THE FIELD GAS GATHERING STATION:**

Construction Management, Supervision and Commissioning Assistance: EPMC's personnel shall supervise the execution of construction, erection and installation of the complete system as detailed above, to ensure soundness of erection and installation by providing adequate qualified experienced engineers. At least one responsible engineer shall be present in the site category wise depending of the nature of work in progress. EPMC's engineer/supervisor must be present at site on round the clock basis wherever job continues during 2nd and 3rd shifts.

EXPERIENCE & QUALIFICATION OF THE PROJECT MANAGER/ TEAM MEMBERS

i) **PROJECT MANAGER:** There shall be a professionally qualified Project Manager with Engineering Degree qualification background to lead the Project team. The Project Manager must have experience of at least 10 years in the field of oil & gas processing facility planning, design (FEED), Project execution and overall Project Management. He must have worked as a Team Leader in at least 2 (two) successfully completed surface facility projects. He must be well versed with all aspects of study as described in TOR, including but not limited to data acquisitions, installation in Oil & Gas industry and system designing, knowledge of different field proven technologies, comparison and evaluation thereof to identify appropriate and latest proven technology, FEED, detailed design, preparation of tender document specific to the job requirement, material selection, operations, result analysis and trouble shooting, co-ordination and supervision of all kind of activities related to the construction of complete system and commissioning. He shall have the ability and authority required for performance of the consultant's job. He shall liaise with OIL's representative for the proper co-ordination and timely completion of the job on any matters pertaining to the job.

ii) **TEAM MEMBERS:** The Project Team must comprise of professionally qualified members each having 5 (five) years experience in the respective domain/professional field like Project Management, Process Engineering, Mechanical Engineering, Piping Engineering, Construction/Civil Engineering, Electrical Engineering, instrumentation Engineering, Petroleum Engineering, IT, Corrosion Engineering, Chemical Engineering, Safety etc. Moreover, each of them must have work experience as a team member at least in one successfully completed surface facility project in Oil & Gas industry. One or more members of the team must have experience of carrying out FEED for any Crude oil/gas processing plant/ Crude oil handling Tank farm/ETP in Oil & Gas sector.

The services shall be rendered by EPMC in the following manner:

- (a) Ensure safe operation and execution of the work at site.
- (b) Approval of all residual engineering carried out by the EPC contractor with prior intimation to OIL.
- (c) Planning of work at site in consultation with OIL and EPC contractor.
- (d) Coordination, liaison and overall quality supervision work at site.
- (e) Preparation of daily, weekly, monthly & quarterly progress report of site work as per clause 3.5.
- (f) Identifying technical deviations from specification requirements, in the work being executed by EPC contractors. The same should be immediately reported to OIL and submit the Engineering Deviation Report (EDR).
- (g) Check and verify for payment of EPC contractor's bill relating to site work. Maintaining necessary measurement books/records of the EPC contractor's work.
- (h) EPMC shall scrutinize the invoices received from EPC contractor, get clarifications, if any, and forward to OIL with their recommendation to affect payment as per contractual provisions.
- (i) Follow-up and liaison with EPC contractor for all clarifications of technical details and approval of drawing, where required and also certify after scrutiny.
- (j) EPMC shall be expediting orders placed for all items. This will ensure that the delivery dates for all orders are realistic and materials are delivered as per programme.
- (k) EPMC may supervise the inspection activities in consultation with OIL for all the items including raw material certification to ensure that all the items supplied are strictly in accordance with the requirement of the relevant standard and specification. EPMC shall inform OIL about the progress of procurement action for different equipment on monthly basis.
- (l) Strictly ensure for compliance of proper safety measures by EPC contractor's personnel.

A) **CONSTRUCTION SUPERVISION**: The construction supervision services would include the following:-

- (a) Appointment of safety officer having professional qualification related in the related field and must be conversant of all safety and statutory

regulation during the period of construction. The safety officer should have Experience in construction in oil & gas industry.

- (b) Provide necessary supervisory staff at the construction site to review / supervise construction, erection of plant and equipment, civil and structural engineering works and others.
- (c) Review planning and monitoring of construction and erection works.
- (d) Issue of work permits like excavation work, working at height etc.
- (e) Supervise site development works like site grading, construction of roads, culverts, storm water drains, site investigation studies etc.
- (f) Technical audit review of supervision of civil / structural mechanical erection of equipment and machinery and piping.
- (g) Technical audit review of supervision of erection and installation of all electrical and instruments as necessary.
- (h) Supervision and verification of the final tests carried out after erection of equipment and machinery, electrical, instruments and piping for turnkey package plants.
- (i) Organize site management meeting to ensure that work is carried out in safe and workman like manner in accordance with the specifications and to the programme.
- (j) Consultant will assist OIL for maintaining record and enforcement of labour laws and other statutory requirements applicable in the state including insurance of workmen.
- (k) Consultant will be responsible for holding weekly field meeting, monthly project review meeting, scheduled safety meeting, daily construction related meeting.

B) **COMMISSIONING ASSISTANCE**: After testing and mechanical completion of project, EPMC should ensure commissioning of the FGGS by the EPC contractor to the satisfaction of OIL and also arrange training of personnel from OIL during the period of trial run for day to day running and trouble shooting of the FGGS. Activities shall include:

- (a) Review of vendor's P & IDs as necessary.
- (b) Preparation of Safe Operating Procedure (SOP). The SOPs will be printed as bound book after OIL's approval. Prepare guidelines of operating manuals outlining process sequence, instrument control, start up and shutdown procedures, etc. Review of operating manual prepared by contractors. 20 copies of the above documents shall be submitted to OIL.
- (c) Review of plot plan, unit layouts, control room and panel layouts, instrument logics etc. as necessary.
- (d) Review start up, shutdown and emergency provisions and procedures.

- (e) Participate in planning and scheduling of plant start up activities, wherever necessary.
- (f) Assist EPC contractor in preparation of pre-commissioning programme and to assign priorities during final stages of construction work.
- (g) Check plant units for mechanical completion and pre-commissioning at site.
- (h) EPMC shall ensure that all statutory approval for the Plant and the installed instrument/facility has been obtained prior to commissioning of the Plant and submit all the documents and certificates to OIL.
- (i) Start up would be undertaken by EPC/TURNKEY CONTRACTOR under guidance of Consultant/OIL.

3.5. **ASSISTANCE IN PROJECT MANAGEMENT:** The EPMC will engage one competent Project Manager for the FGGS construction project. Also they will set up an office in Duliajan at its own cost for day-to-day co-ordination. Any infrastructural facility required for the same will be arranged by the EPMC.

A) **SUPERVISION IN PROJECT MANAGEMENT:** Assigned Project Manager shall be qualified and competent and having sufficient experience to manage the project implementation. The Project Manager shall be prime contact between the OIL and EPC contractor. He shall be assisted by appropriate staff to control and coordinate all aspects of engineering, supply of equipment, material, construction activities and do the related activities. In order to control the project, the Project Manager shall develop an overall project schedule (Bar Chart and PERT chart) and S curves for physical progress and financial budgeting to ensure that the project is completed within the stipulated time frame and cost. The project schedule shall be used as a basis of reporting the progress of the work on a monthly basis.

The major responsibilities of the Project Manager and his team shall be:

- (a) Project Manager shall be appointed to once LOA is issued to EPMC.
- (b) Project Manager will convene the Kick-off meeting.
- (c) Liaison with OIL.
- (d) Carryout overall project management and administration of the project works covering planning, review, co-ordination and reporting.

- (e) Project management and technical inputs to OIL in deciding methodology of project execution, framing of NIT, item rate tenders and bid package documents for EPC, finalizing procedures for evaluation of bids, contracts and assist OIL in obtaining government clearances.
- (f) Responsible for all acts and omissions of the EPC contractor in regard to successful execution and commissioning of the project.
- (g) Certification of EPC contractor's bills limited to quality, quantity and percentage progress including the arithmetic check. However, before making payment, OIL will ensure payment in terms of conditions of the contract. In respect of item rate tender, certification of contractor's bills shall be as per agreed practice.
- (h) Assist OIL in settlement of final bills with respect to extra claims and delivery extension for various contracts, up to a period of 3(three) months from Mechanical completion/Commissioning of respective contracts/works.
- (i) Adoption of Project management Concept (PMC) for expediting works. This includes placement/deployment of personnel at contract/sub vendor works.
- (j) Overall management of the project including assisting OIL in cost control reporting in mutually agreed format using modern management tools.
- (k) Co-ordination of activities relating to the project of various departments within EPMC's office. The PM (Project Manager) will not use the project data for any purpose other than this project and will ensure complete secrecy/confidentiality of the data.
- (l) Overall planning, scheduling, monitoring and controlling of overall project progress. Assist OIL in cost planning and control.
- (m) Hold periodical review meetings with EPC contractor to monitor the progress identify constraints, slippages and suggest remedial measures.
- (n) Preparation of reports as per clause 3.5.D (Documentation & Submission of Reports).
- (o) Project cost estimation shall be prepared with requisite back-ups and also shall assist OIL for review of project cost estimate before and after placement of major orders.
- (p) Prepare monthly cost statements and cash flow statements if required.
- (q) Necessary technical write-up and drawings shall also be submitted to OIL to enable them to prepare detailed Project Report.

- (r) Prepare Procurement Status Report on monthly basis.
- (s) Check all the equipment and material including debris, scrapes etc. being taken out from the site by EPC Contractor and prepare gate passes on OIL's specified forms with proper counter signature and get the same authorized by OIL's Project Manager.
- (t) Carry out process co-ordination.
- (u) Management of Procurement Services.

B) PURCHASE:

- (a) Provide all technical specifications and technical BID EVALUATION CRITERIA/BID REJECTION CRITERIA for EPC contractor for the purchase supply, installation, construction and commissioning of project and prepare bid packages/tender documents.
- (b) Providing inputs to get secrecy/Non disclosure Agreement executed by EPC contractor with process licensor, wherever necessary.
- (c) Evaluate bids received to obtain technical clarifications from bidders, arrange meetings and discussions with bidders.
- (d) Conduct technical discussions with bidders and assist OIL to conduct in commercial negotiations with bidders.
- (e) Provide recommendations of the most suitable bidders on the basis of TECHNICAL BEC., technical acceptability, requisite experience etc.
- (f) Assist OIL in obtaining clearance from Empowered Committee.
- (g) Preparation of draft and final contracts incorporating all changes as agreed upon with the bidder.
- (h) EPMC would assist OIL in replying all audit queries raised within one year of commissioning.

C) INSPECTION / EXPEDITING:

- (a) Inspection shall be audit type such as reviewing essential documents and overall checks on quality for supplies through turnkey package.
- (b) Inspection of critical equipment at identified stages for supplies through turnkey package.
- (c) Review of QA/QC programme of contractors.
- (d) Witnessing performance test of critical equipment.
- (e) Expediting vendor's work on case to case basis, required from time to time

at the discretion of OIL.

- (f) OIL shall inspect the various equipment and machinery during the various stages of construction and tests at the manufacturer's works within the country. EPMC will intimate tentative locations/dates of such inspection before fifteen (15) days. Cost of such inspection by OIL personnel will be borne by OIL. EPMC shall accompany OIL for such inspection. EPMC's personnel expenses for such visit shall be reimbursed by OIL at actual against supporting documents.

The EPMC shall collect any additional data required for soil/ climatic conditions, HFL (Highest Flood Level), average rain fall, ground water level, seismic data etc. over and above the data provided along with the data that will be provided by OIL. EPMC shall include site visits in his scope of work for data collection and report generation.

(D) DOCUMENTATION & SUBMISSION OF REPORTS :

EPMC shall prepare and submit reports as follows and as mentioned in various clauses and annexure. The format of the report shall be discussed and mutually agreed between OIL & EPMC. Reports should include the followings:

D1) Project Progress Reports shall include -

- i. The Project Manager will submit Work programmes for subsequent week subsequent quarter/subsequent month.
- ii. The weekly/quarterly/ monthly report should indicate the slippage from the work programme, reasons and catch up plan.

Daily Progress Report: Daily report should include day to day progress report of site work.

- ii. **Weekly Progress report:** Weekly reports will include the works completed at the end of the week and also the target jobs of the next week. It should also include material or equipment procurement status report, if any.
- iii. **Monthly Progress Report:** Monthly progress reports shall include the historical background of the Project; a brief description of actual versus planned progress; problems encountered and resolutions; and comments on the quality of work and Contractor's performance. The reports shall include graphs or charts showing physical progress of works. The reports shall also include colour photographs showing completed work and construction activities undertaken during the relevant reporting period. Monthly report should also indicate item wise detail status of various procurement and status of statutory approvals.

Monthly report will contain a section devoted entirely to an assessment of the impact of accumulated delays, if any, in the execution of works and a projected date for completing the delayed jobs without affecting the Project schedule. The progress report shall highlight the specific delays, impact of accumulated delays, reason for such delays, action plans proposed to bring back to original schedule, major bottlenecks and holdups. The format of the progress report shall be discussed and mutually agreed between OIL and EPMC. Each report shall contain a section devoted to reporting the status of Emergency Works and Work Orders issued to the EPC Contractor, detailing the dates of notification and subsequent actions and the time and cost effects as assessed, where appropriate.

- iv. QUARTERLY REPORT: The Consultant shall prepare quarterly reports that summarize the content of the monthly reports, giving an overview of progress on the contract and the main issues that have arisen during the period. Each quarterly report shall contain an introduction presenting historical project background to set the current report in context. The report should contain an analysis of the EPC Contractor's performance. Ten copies of these reports shall be submitted to OIL within fourteen days after the end of each reporting period.
- D2) Accident Reports- A report of the circumstances of any significant accidents/near misses occurring during execution of the project shall be forwarded to OIL. In case of any accident report, the FIRST PERSON RESPONSIBLE for the accident shall be clearly indicated.
- D3) Claim Reports- A report detailing the Project Manager's assessment of each claim notified by the EPC Contractor shall be prepared and submitted to OIL.
- E) **OTHER DOCUMENTATION**: EPMC shall keep record as mentioned below, but not limited to the followings:
 - (i) Maintain a set of drawings ("as-built" drawings) recording all details of the work as actually executed.
 - (ii) Maintain at the project site orderly files for correspondence, reports of site meetings, product and material submissions, site instructions, information and drawings issued subsequent to the start of works contract, as well as Consultant's clarifications and interpretations of the contract documents, progress reports and other related documents.
 - (iii) Keep a diary or log book, recording daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
- (iv) Records of the Meetings.

4. **PROJECT SCHEDULE:**

The EPMC shall work within the indicated time Schedule as given under:

5 (Five) months for preparation of Basic Engineering & Front-End Engineering Design, plot plans, P&IDs, collection of metrological data, preparation of contour map as per statutory guidelines and system requirements and preparation & completion of tender documents, preparation of cost estimates.

6 (six) months for Invitation of Bids from EPC contractors and award of the job to EPC contractor.

22 (twenty two) months for the completion of the entire project from the date of the award of the job to the EPC contractor and training of OIL's personnel in O& M of the plant.

3 (three) months for trial run & commissioning of the plant.

A detailed micro time schedule shall be prepared by the EPMC on the basis of the time schedule stipulated for execution of the project.

5. **PLANT BATTERY LIMITS:**

The battery limit of FGGS shall be within the Boundary wall of the FGGS.

6. **SAFETY REGULATIONS & NORMS**

- 6.1 The final plant layout & key-plan will have to be prepared in strict accordance of relevant stipulations of Oil Mines Regulations and other safety norms in force as well as Oil Industry Safety Directorate(OISD) standards in vogue. The most stringent of provisions stipulated in latest editions/amendments of Oil Mines Regulations & OISD shall be followed.
- 6.2 Equipment and materials procured either directly or indirectly through a tie-up or otherwise shall have necessary certification of Govt. approved agencies (CMRI etc.) and approval of such statutory bodies as stipulated vide provisions of Oil Mines Regulations, DGMS, Indian Explosives Act, Indian Electricity Rules, Petroleum Rules, and Indian Boiler Regulations etc. in force or byelaws/directives promulgated by Govt. circulars.
- 6.3 EPMC must ensure that all electrical shall have CIMFR certification and DGMS approval obtained/ arranged by the successful bidder

at their cost before commissioning of the Plant. Plant commissioning will not be considered without submission of above certificates/ approval.

- 6.4 All site work including of the plant shall be carried out strictly in accordance with provisions stipulated in Mines Act, Oil Mines Regulations, Indian Explosives Act and Indian Electricity Rules, Petroleum Rules, Indian Boiler Regulations etc in force and OISD norms in vogue.
- 6.5 In absence of a stipulated provision, sound industry practices shall guide the project execution work and operation & maintenance thereafter.

7. **TIME SCHEDULE:**

The project shall be executed and completed in all respect within the quoted project completion period of 36 months from the date of issue of Letter of Award (L.O.A.) to the successful EPMC bidder. The successful EPMC bidder upon issue of L.O.A. shall submit to OIL an implementation Micro-schedule in line with Para 4.0 and be obliged for its strict adherence. Deviation from the quoted time schedule for successful completion of the project shall warrant levy of liquidated damage from OIL in accordance with the Liquidated Damage Clause of this tender document.

Any delay in execution of job as per approved mile-stones leading to delay in executing of the overall project will attract LD on total contract value as per relevant clause. Since Project Management is under the scope of EPMC, EPMC shall be equally responsible for delay due to EPC.

8. **PLANT COMMISSIONING:**

Commissioning of the plant will be deemed to be complete upon expiry of 3 (three) months of continuous trouble-free operation of the plant from the date of its being put into operation/date of completion of the project and all statutory approvals for the Plant and its equipment and facilities are obtained from Statutory Bodies. The trouble free operation will include operation of the plant, its all equipment (including operation of the stand-by facilities), components, instrument, process and other by-pass systems in auto and/or manual mode (as per design) establishing all control/monitoring and shut-off systems. The above will be witnessed and recorded by OIL as well as the EPMC competent personnel.

9. ASSURANCE FROM EPMC:

10.1 ASSURANCE OF OUTPUT QUALITY OF CLARIFIED EFFLUENT WATER WITH DESIGNED HANDLING CAPACITY:

On completion of FEED and Basic Engineering for the Technology that will be implemented in the installation, EPMC shall provide OIL an assurance in writing of the desired performance level in respect of both quality and designed handling capacity. Oil content in clarified formation water shall be less than 10 ppm and discharge of other effluents shall conform to State Pollution Control Board norms and produced gas quality contains less than 10 micron impurities.

10. SPECIAL CLAUSES:

10.1. EPMC must assure/provide the following.

- (i) Brief description of the projects and area in which the proven technology was applied.
- (ii) Name of the Projects/fields where the technology was applied.
- (iii) Name and address of the owner and operator of these assets.
- (iv) Name and address of the EPC Contractor who carried out the turnkey implementation of the projects.
- (v) Date of execution and schedule of the project jobs.
- (vi) Certificate of owner that the technology was proven appropriate technology at the time of implementation.
- a) EPMC contractor to provide three organograms and three project time schedules (one each for each phase of work) showing the group leader and other key personnel in each discipline with relevant experience (To refer to "Experience and Qualifications of team members /EPMC).
- c) The EPMC contractor also must provide a guarantee that all systems provided will be adaptable, with minor modifications at the most if need be, to future technical developments in the next 10 (ten) years. Any such modifications that might be required must be commercially viable.
- d) The EPMC contractor shall provide computer animated walkthrough 3D model displaying only process flow to OIL for design visualization of entire plant layout with focus on critical processes which they conceive from Basic Engineering & FEED and submit to OIL in 2 sets of R/W Compact Discs. This will be the basis for EPC contractor for preparing 3D computer animated AEC (Architecture, Engineering and

Construction) model for the entire plant.

- e) The EPMC contractor shall ensure in getting all statutory approvals for the Plant and its equipment and facilities are obtained from Statutory Bodies before the three months of trial run, without which the Plant will not be considered for trial run.

10.2. EPMC must confirm categorically the following points:

- (a) The entire Project must be completed in 36 months from the date of LOA to EPMC, the bidder must categorically confirm that any delay in initial phase, if any, will be made up in the subsequent phases of work so that the total time span does not exceed the stipulated period. "PLANT" means all the facilities; infrastructure and works that are stipulated for creation/setting up/construction/laying/ completion/ integration vide TERMS OF REFERENCE & SCHEDULE OF WORKS (SECTION II) of this tender document. Also, "PROJECT" means all such activities that the "IMPLEMENTATION SCHEDULE" shall stipulate to execute & complete in all respects for creation of the "PLANT" and putting the same into operation.
- (b) The EPMC must provide a guarantee for the Basic Engineering & FEED of FGGS in respect of suitable, appropriate & fault-free design, and system adaptability, process philosophy, etc. without defects/faults that affect operation of the plant, for a minimum period of two years from the date of successful commissioning.
- (c) The EPMC shall arrange field visits to similar type of technology implemented in FGGS elsewhere, for OIL personnel so that OIL personnel can inspect and familiarize themselves with the facilities and infrastructures required for such projects. Expenses towards all visits of OIL's personnel in connection with this contract will be borne by OIL. However cost of such visits for EPMC personnel shall be borne by EPMC.
- (d) OIL may deploy a team of Engineers to the extent necessary during any phase of EPMC's work for association in design, review and approval at EPMC's head office. This shall, however, in no way relieve EPMC of its obligations. Cost of OIL's personnel's visits to EPMC office shall be to OIL's account.
- (e) The EPMC contractor will set up an Office-cum-base at Duliajan for day to day co-ordination during job execution under Phase I, Phase-II & Phase-III of the entire project. However, for Phase-I of the contract, the EPMC Contractor shall commence their job with a kick-off meeting at OIL, Duliajan. During the meeting, the detail work programme including Bar Chart & major milestones of Phase-I will be presented by EPMC and the same will be discussed & finalized. However, for

undertaking the job under Phase-I, the EPMC Contractor shall have an option to undertake the same either at Duliajan office as well as at their own central base. For this, the EPMC Contractor's personnel along with the Project Manager (Team Coordinator) shall make a number of visits and stay at Duliajan at their cost as and when required during the Phase-I period. In such case, the minimum number of visits and the duration of the each stay of the EPMC Contractor's personnel shall be indicated. However, OIL reserves the right to direct the EPMC Contractor to make additional visits and extend the duration of the stay if felt necessary without incurring additional cost to OIL.

- (f) The EPMC must categorically confirm that they would be solely responsible for completing the job as per requirement of the contract even if some of the specialized jobs are done by hiring expertise. EPMC to categorically confirm that they are capable of completing all the jobs as specified. The action plan of the total contract job should be clearly indicated.
- (g) EPMC is required to strictly adhere to the time frame provided.

10.3. OIL may request EPMC in writing for mid term changes, modifications, deletions and/or additions to EPMC's Scope of work and EPMC shall carry out such changes etc. after mutual agreement with consideration of cost implications arising from such changes, if any.

10.4. **GUARANTEES:**

10.4.1. **GENERAL:** EPMC shall guarantee that the design and engineering works and services shall be as specified and technical documentation to be developed shall be in accordance with sound and established engineering practices, using International Standards and Indian Codes and Regulations, wherever applicable, for the purpose specified, free from defects and suitable for respective uses intended.

10.4.2. **ENGINEERING:** In the event of faulty engineering i.e. error or omission the technical studies, work performed by EPMC; in respect of work described herein, for which EPMC will be solely responsible, EPMC must agree to provide services to furnish corrective technical studies and engineering as may be required without any additional cost to OIL

10.4.3. **MECHANICAL:** For the benefit of OIL, EPMC shall include in tender documents for EPC, the requirements of guarantees from EQUIPMENT and MATERIAL VENDORS and erection contractors

against defects in materials and workmanship.

10.5. **LIQUIDATED DAMAGES FOR DELAYS:** In the event of the project getting delayed beyond the completion time (36 months) solely due to acts or omissions to act by EPMC, the delay in milestone will be considered, OIL shall be entitled to recover liquidated damages at the rate of 0.5% of EPMC fees per week for each week of delay or part thereof subject to a maximum of 7.5% of EPMC fees.

10.6. The bidder shall provide latest, suitable, appropriate & proven technology covering the following areas, but not limited to:

- Optimum utilization of natural energy gas,
- User friendly facilities.
- Eco-friendly flare system, effluent and sludge treatment system.
- Foolproof safety of the plant and equipment
- Process control and automation.

The bidder may suggest other areas where the proven technology would add to better performance of the system.

10.7. The EPMC shall be responsible for and shall provide all requirements of their personnel and their sub contractors, if any, including but not limited to their insurance, housing, security, medical services, messing, office accommodation, transportation (both air and land transportation), vacation, salaries and all amenities, termination payment and all immigration requirement and taxes, if any, payable in India or outside at no charge to OIL.

10.8. **DRAWINGS/DOCUMENTS:**

- I. The EPMC shall prepare all engineering documentation & drawings and submit to OIL for scrutiny and approval before execution. The EPMC further shall submit to OIL Six (6) sets of finally approved documents and laminated drawings along with two (2) set of tracings and two (2) set of soft copies recorded in pen drives and DVDs
- II. In particular, but not limited to, EPMC will provide the documents & drawings which shall include (including those mentioned in the entire tender) and not limited to –
 - Plant Layout
 - Drawing showing a bird's eye view of the plant layout and

the surrounding features in a radius of 500 m around the plant boundary (for this item only plant battery limit will not be applicable)

- Process Flow Diagram(s)
- Mechanical Flow sheet(s)
- Piping & Instrumentation Diagram(s) (P&IDs)
- Detail Engg. Documentation including type & specifications of equipment & facilities
- Hazardous area classification drawings
- G.A. Drawings
- Structural & Fabrication Drawings
- Construction & Working drawings
- Electrical single-line Diagram
- Plant Operating Manual
- Safe operating procedure (SOP)
- On-site Emergency Plan
- Disaster Management Plan
- Fire Contingency Plan
- As-built Drawings
- Project Dossier

Note: EPMC will prepare necessary drawings & documents as per their Basic Engineering & FEED. Other detailed engineering drawings viz. fabrication, foundation, construction drawings, etc will be prepared by EPC contractor and the same has to be approved by EPMC.

10.9. **INTEGRATION & CO-ORDINATED EXECUTION:**

The scope of work of EPMC includes coordinated execution of the entire project without any time overrun as per the time frame given in Clause 7.00 through integration of all facilities, components and equipment. The Scope of Work also covers, amongst others, close liaison with OIL and such aspects as may be necessary for maintaining technical and procedural integrity for ensuring execution of the entire project in a time-framed, systematic, secure, safe and environment-friendly manner.

11.0 MINIMUM FACILITIES ENVISAGED

The tentative minimum facilities envisaged for fulfilment of objective behind creation of the Baghjan Field Gas Gathering Station (FGGS) are shown below. The section is forwarded to the bidders to visualize the system process and tentative job requirement. The EPMC may suggest better facility/technology, based on their study, to make the system foolproof in all respect.

1. **MINIMUM FACILITY REQUIREMENT:**

The installation should be constructed on modular basis.

1. A FGGS (Field Gas Gathering Station) with NAG processing facility for 5.0 MMSCMD (2 trains x 2.5 MMSCMD) & ASSOCIATED GAS OF 0.3 MMSCMD with future space provision of 1 train x 2.5 MMSCMD OF NAG GAS.
2. Glycol based Dehydration facility for achieving water dew point less than or equal to (0) Zero Deg C.
3. Provision for future Hydrocarbon dew point reduction facility and Gas sweetening facility
4. An ETP of capacity 1000 KLPD along with FW storage tanks for storing 2000 KL and Disposal System including Pumps etc. will be built up at the project site as per EC requirements. De-Oiling and De-sludging are to be included to achieve nil sludge and oil content less than 10 ppm.
5. Non-luminous flare system will be installed in the project site for both FGGS and EPS. Two Flare Stack – One for Gas of FGGS & One for Gas from existing EPS with interchangeability provision.
6. Adequate Fire fighting facility for the FGGS as per latest OISD standard.
7. Latest safety gadgets including online gas detection and control.
8. Captive Power plant to cater the power for entire loads of the installation where suitably designed Low voltage preferably Gas Engine Driven Genset shall be installed.
9. Instrumentation and Control system as per OISD & DGMS requirements
10. The entire FGGS has to be designed on Modular concept with minimum civil and mechanical works at site. Wherever possible, buildings have to be Pre fabricated/containerized units with minimum civil works at site.
11. Accommodation arrangement for people to be posted at the installation
12. Construction of pipeline for the following is in the scope of the contractor:
 - i) NAG gas & associated gas coming from the EPS, Baghjan to FGGS Baghjan.
 - ii) Formation water/Separated water coming from EPS, Baghjan to ETP of FGGS, Baghjan.
 - iii) Flare Gas coming from the EPS to New Flare system of FGGS Baghjan.
 - iv) Internal piping .

- v) Site specific any requirement/modifications arising out of operational and safety requirements.

12.0 BASIC PROCESS PHILOSOPHY:

12.1 MAIN PROCESS: The Field Gas Gathering Station (FGGS) is envisaged with a facility for processing 2.5 MMSCMD of natural gas. The natural gas produced shall be transported through cross country pipeline of length approx. 40km at pressure $>25\text{kg/cm}^2$. Formation water coming out from the EPS and other process shall be received in the effluent tanks/formation water tanks of Effluent Treatment Plant. The effluent water from these tanks shall be fed to the Effluent Treatment Plant and upon de-oiling & de-sludging to achieve nil sludge and oil content less than 10 ppm, shall be stored in the clarified water storage tanks. The treated formation water will be disposed/injected in formation water disposal/injection wells. Similarly contaminated water and drain water inside the installation that shall be discharged to the environment shall be treated for removal of oil and pollutants to meet the environment discharge specifications.

The Plant shall be integrated, self-containing, and self-sufficient and will ensure zero discharge of pollutants to the environment. The Effluent Treatment process shall ensure oil content of less than 10 ppm with NIL sludge content in the treated water. The gas quality after processing and separation of liquid shall contain suspended particle of less than 10 micron in size. The process will be modular in structure both in terms of layout and operation. Each module will be self-containing and all the modules have to be integrated so as to make the overall process a self-sufficient one.

12.2 INSTRUMENTATION: Instrumentation & Control system of individual modules shall be integrated for control room management of the plant operation in a safe manner and maintain the Desired Performance Level of the Plant. Desired Performance Level of the Plant shall mean uninterrupted trouble-free operation of the entire Plant at designed plant capacity (including the operational availability of standby units, measuring devices, safety and security system, all facilities and other infrastructures) maintaining the criteria of suspended particle size in natural gas shall be less than 10 micron as well as oil content of treated formation water and other disposed water less than 10 ppm with NIL sludge content in the output all throughout the plant operation.

12.3 FIRE FIGHTING & SECURITY: An integrated safety, fire-protection, fire-fighting facility and security system will be provided for the entire plant in accordance with relevant and latest standards of upstream oil industry, Oil Mines Regulation, OISD norms & other prevailing laws, by laws etc. The

EPMC will design the plant on the basis of above philosophy and the minimum facilities as indicated in this document.

12.4 WATER STORAGE FACILITY: Water storage facility has to be created to meet water requirement for day-to-day process, utility/service and fill-up/charging/fire water storage/make-up water for hydrant circuit.

Standby static water storage facility has to be created as in accordance with OISD norms for catering to bulk fire fighting water requirement during emergencies. The static water reservoir capacity should also provide the storage for storm water. The effluent water after treatment must meet requisite specification for dispatch to OIL's nearby installation/disposal wells.

12.5 ENVIRONMENT: The plant premises have to be made with aesthetic landscape plan & boundary will be covered by green belt, which will be developed in line with accepted norms for environmental protection in India. A peripheral road will be constructed by OIL outside the boundary wall for security patrolling of the Plant.

The Field Gas Gathering Station shall be interconnected with the various piping network from different fields. Laying of this pipeline is beyond the scope of the consultant. The necessary land maps for the site will be made available at OIL's office for EPMC's visualisation of site.

12.6 FUTURE PROVISION: Adequate space provision with mandatory safety distances as per OISD 118 shall be kept inside the FGGS boundary wall for setting up of SWEETENING FACILITIES in case of change in gas characteristics over time as a future requirement. Design of sweetening facilities also to be provided.

1.1. SETTING UP OF THE PLANT, IN VIEW OF THE FOREGOING, SHALL INVOLVE BROADLY PROVIDING FOR/CREATION OF BUT NOT LIMITED TO THE FOLLOWING FACILITIES / INFRASTRUCTURE:

- **PROCESS TRAIN:** 1. A NAG processing facility for 5.0 MMSCMD (2 trains x 2.5 MMSCMD) & ASSOCIATED GAS OF 0.3 MMSCMD with future space provision of 1 train x 2.5 MMSCMD OF NAG GAS.

- **EFFLUENT TREATMENT:** Effluent system for collection of separated formation water out of dehydration system & plant effluents and feeding the same to Effluent Treatment Plant.

- Effluent Treatment Plant with effluent & clarified water storage tanks (minimum three tanks each of suitable capacity for storage of effluent and treated water) & de-oiler dosing pumps, for de-oiling & de-sludging of separated formation water out of dehydration process & other plant effluents

along with provision for dosing of suitable anticorrosive/ oxygen scavenger. Provision should be kept for pumping out/disposal of clarified water with minimum two numbers of 6 (six) point manifold with valve arrangement.

- Waste & Sludge management system.
- Civil & Structural Work.
- Piping Work.
- Corrosion prevention system. (Internal corrosion prevention painting for effluent tanks/effluent lines).
- Fire Protection & Fire fighting with latest technology to meet OISD/ DGMS norms.
- Source, Storage & Supply System for fire fighting, process & potable water.
- Captive Electrical Power Generation, Distribution and Illumination (high mast) as per latest DGMS, OISD standards etc.
- Latest Instrumentation technology (viz. DCS, FFBUS, PLC), Control & Communication system for plant management. & fail-safe operation through control room operation.
- Telephone, Data Communication and Security access Control Facility along with CCTV.
- Elevated Security watch towers at strategic places within the plant boundary. Main Security gate, Emergency exit gate, wicket gates and development of front entrance with aesthetic design.
- Painting of the entire plant with latest technology.
- Landscaping, development of green plantation in select areas within the plant boundary, internal ring road & green belt on plant periphery as per norms.
- Interior designing & furnishing of offices & control room.
- Joint calibration of critical equipments.

The FGGS, wherever referred to in this tender, shall mean all of the above facilities/infrastructure etc. and such others that would require to be setup/ created/provided for integration, start-up, shutdown, safety & maintenance of the plant.

Pipeline for transporting Formation water/Separated water coming from EPS, Baghjan to ETP of FGGS, Baghjan.

1.2. OIL shall provide for this project a barren piece of land measuring approx. 35-40 bighas (1bigha=14400 Sq-ft)) with boundary wall, gates & approach road to the gate. The barren piece of land need to be filled with earth upto the finished ground level with proper compactness. The barren land is having a natural stream of width of approximately 5 meter which needs to be diverted through outside of the boundary wall. All the permission & liaison is to be on the consultants scope.

1.3. For power supply please refer to sub-clause (V) below.

1.4. The project site is located in a monsoon-fed belt. Average load bearing capacity of the soil, terrace levels of the site, ground water level, average rain fall and seismic data at site etc. will be collected by the EPMC. OIL will provide the basic soil investigation report and topographical survey report of the plot of land.

1.5. LAND MAP & ROAD MAP for the FGGS will be provided separately to EPMC nearer the time of execution of consultancy work.

• **DEHYDRATION PLANT**

The natural gas dehydration plant shall be provided to remove the water content. Gas dehydration unit is absorption type natural gas dehydration plant which uses Tri-ethylene Glycol. The aqueous incoming natural gas saturated with water vapour will be fed into the gas dehydration plant. The gas when passed through the contactor tower absorbs the moisture content from the gas and delivers the dry gas. The dehydrator Tri-ethylene Glycol after absorption of water molecule is heated up in glycol reboiler under regenerating process.

1.6 OTHER INFORMATION THAT MAY BE IMPORTANT FOR DESIGN CONSIDERATION:

(A) The composition of gas by volume available at site will be nearest to:

<u>Composition</u>	<u>Volume</u>
Methane	85 - 94 %
Ethane	3.94 - 4.36 %
Propane	2.21 - 2.44 %
i- Butane	0.46 - 0.52 %
n- Butane	0.69 - 0.77 %
i- Pentane	0.23 - 0.26 %
i- Pentane	0.16 - 0.18 %
Hexane	0.54 - 0.59 %
Nitrogen	1.08 - 1.19 %
CO ₂	0.46 - 0.51 %
Gas gravity	0.62 - 0.68 %
Gross Calorific Value	9,562 - 10,569 KCAL/SCUM
Net Calorific Value	8,646 - 9,556 KCAL/ SCUM

(B) SPECIFICATION OF PRODUCED FORMATION WATER:

	<u>Min.</u>	<u>Max.</u>
pH	7.2	8.05
Salinity (ppm)	3000	3500
Carbonate (ppm)	nil	
Bi-carbonate (ppM)	427	736

(C) Maximum wellhead pressure and production profile will be provided during design engineering.

NOTE: OIL will provide the soil investigation report and topographical survey report of the plot of land. The EPMC will collect other data related to Meteorological, seismic, soil data, HFL (Highest Flood Level), average rain fall, ground water level, etc required for designing the plant.

The following minimum processing facilities is envisaged for the FGGS. It will be the EPMC's responsibility to recommend and provide any additional facilities that might be required for the satisfactory and safe operation of the FGGS. The EPMC may however suggest alternative facilities which are cost effective and technically proven. Such alternative facilities are to be given as optional items only.

(I) EFFLUENT TREATMENT PLANT (ETP):

The ETP shall be designed on the philosophy of ZERO discharge from the installation. Hence, the ETP shall have provision for Treatment of both Formation Water and Rain Water. The output from the ETP plant for the formation water part shall be of the following output limits:

Oil Content : less than 10 ppm.

Sludge Content : NIL

The rain water treatment plant part shall meet the applicable discharge conditions of the Assam State Pollution Control Board and the Treated water may be harvested inside the FGGS and utilized for the installations domestic use.

(II) INSTRUMENTATION:

Concept note of the desired Instrumentation and Control Philosophy in the FGGS:

- The operation and control of the process in the proposed FGGS should be fully automatic and the FGGS should be designed for unmanned operation. Operators should not be required to control the process parameters of the FGGS locally by executing manual operations in the field and they will only monitor and supervise the control of the plant from the local as well as remote location.
- The instrumentation and control philosophy of the proposed FGGS should be based on online integrated advanced communication based remote control system which takes real-time data of the process and through a two way link between the FGGS and the control room at a distance location, it allows the

operator to control, monitor and operate the plant remotely.

- The main basic process control system (BPCS) of the plant, the individual control systems of all the associated equipments dedicated TMR based SIS system will have its hardware & software base in the local control room with dedicated HMI and mimic panel. These systems should independently carry out its assigned functions and with being integrated with BPCS system should be able to control the operation of the FGGS in fully automatic mode. But the operator should be able to monitor and supervise the control of the plant from a remote location for which dedicated communication links and HMI should be there at the remote control room located at Duliajan, Baghjan/any remote place.

- It should also be ensured that in case of any emergency, may be due to process excursions/deviations or external sabotage like fire etc the FGGS can be brought to a safe state and the incoming trains of gas to the FGGS can be isolated.

- Automatic fire detection and suppression systems shall be implemented by using flame detectors, gas & smoke detectors and automatic PLC (Programmable logic controller) based fire suppression systems.

The Technology:

The proposed FGGS Baghjan shall be monitored and operated locally as well as remotely from established and logistically safe access areas by having Fibre optic/GPRS/wireless internet connection in conjunction with latest digital instrumentation and control platforms like DCS/Foundation Field-Bus/and Safety Instrumented System (SIS) with safety PLC & ESD (emergency shutdown facilities) facilities. It improves reliability, process availability, response time, and maximizes plant operational conditions under adverse environmental conditions.

- a) Control Systems: Dedicated DCS (distributed control systems), FIELD BUS systems should be used for process control and a separate PLC based safety Instrumented system (SIS system) shall be used for safe shutdown and isolation of the plant in case of emergency.
- b) Advanced Communication Systems: The control system of the plant shall have dedicated and redundant communication links between its host system and the servers located at the distant place for controlling the plant, communication links can be Optical Fibre/GSM/GPRS and VPN based internet.

The system should have option for providing process data on internet/intranet/mobile phones to all operating personnel/managers.

EPMC shall design control system of distributed nature so that failure of

one section shall not shutdown the entire system. Each major units of the plant will be controlled by individual PLCs. These individual PLCs will be connected to the DCS/ Master PLC in the control room. This central DCS/PLC will have MMI facility so that operator will be able to generate the commands/ view status on Operator interface stations. The individual PLCs shall be provided with dual redundancy at processor and communication level. The DCS/Master PLC control room shall have the Process Mimic panel, control system panel, Marshalling panel, Engineer's workstation, Operator's workstation, PC, Printers and other Hardware accessories for continuous monitoring, logging and controlling various critical parameters of the process. Engineering workstation shall be additionally configured for working as Operator Workstation also.

The SCADA software of DCS/Master PLC at the control room shall be provided with all available features.

EPMC shall design dual redundant ONLINE UPS with sufficient capacity to provide 12 hours power back -up.

DCS/Main PLC shall have the provision for connectivity to upcoming Central SCADA system at DULIAJAN.

All the field instruments should be designed and manufactured for intrinsic safety and suitable for operation in Class I, Division I&II, Group C&D environment and should be certified by CMRI (Central Mining Research Institute) /ERTL and approved by Directorate General of Mines Safety (DGMS).

EPMC needs to clearly define the installation, commissioning & calibration procedures for all field instruments, DCS system, PLC etc. as per international instrumentation practice.

Instrumentation and control system with a provision for accommodating 20% extra I/O in future.

(III) **ELECTRICALS AND ILLUMINATION:**

Power for entire loads of the installation shall be made available from the Captive Power Plant (CPP) where suitably designed Low voltage Gas Engine Driven (GED) Genset shall be installed. These GED Gensets shall be of similar capacity with the provision of synchronization facility to cater the entire power requirement of the installation. While sizing the Genset capacity, EPMC has to take 20% future load growth provision. Arrangement shall be made to add similar capacity of Genset in future. Genset running philosophy will be 100% running with minimum 50% standby.

The electrical equipments for hazardous areas shall be selected as per IS5571 and petroleum rules.

EPMC shall cover the basic requirement of design and engineering of electrical system together with project design criteria and data sheets.

The design, installation, testing & commissioning shall be as per established codes, standards and sound engineering practices. The latest edition of these shall be followed

The electrical equipment for hazardous areas shall generally be suitable for gas group IIA & IIB and temperature classification T3 as applicable to the selected type of explosion protection.

All electrical system components shall be sized to suit the maximum load & shall ensure that voltage of 415V, 3 ph, 50Hz available at load distribution terminals under the worst operating conditions. Accordingly, the maximum simultaneous consumption of power, required by continuously operating loads shall be considered and an additional margin shall be taken into account for intermittent service loads, if any.

The amount of electrical power consumed by each process unit shall be calculated for its operation at the design capacity.

The equipment in general shall conform to relevant Indian Standards and shall be suitable for installation and satisfactory operation in the service conditions mentioned in project design data.

If not specifically mentioned therein, a maximum ambient temperature of 41 Deg. C and an altitude not exceeding 1000 meters above mean sea level shall be taken into consideration.

The EPMC should plan illumination with latest energy efficient industrial type of luminaries and techniques and should ensure that minimum efforts are required for the maintenance of the lighting system. As far as possible EPMC should try to cover the entire area with High Mast lighting system (30 Meter). The EPMC should give details of the average level of illumination considered for different areas and buildings/sheds.

Search Lighting with revolving facility shall be considered at the top of the watch towers along the entire periphery.

For hazardous area, suitable type of FLP luminaries along with accessories certified by CMRI and approved by DGMS for gas group IIA & IIB shall be provided.

The lighting system should conform to relevant IS, Codes and practices.

The voltage for lighting shall be ~250V (Indian standard) phase to phase and accordingly suitably rated Transformers and related switchgears shall be provided.

Lightning protection generally shall be provided for the equipment, structures and buildings, which are higher than 20 meters.

IMPORTANT NOTES:

- All electrical equipment viz. motors, transformers, light fittings, switches, junction boxes etc. used in hazardous area must have CMRI certification & DGMS approval for gas group IIA & IIB and conform to IS -2148 and area classification IS 5572. All Electrical Equipments & luminaries must have DGMS logo embossed on their body.
- All Imported Electrical Equipments to be Installed in Hazardous area must have CMRI certification or the certification from the country of origin of the equipment and DGMS approval.
- The EPMC/EPC has to indicate all the IS codes for the relevant equipment, materials and execution of jobs.
- All the electrical items should be of OIL's Approved make.
- All the electrical jobs shall be carried out under the supervision of competent and experienced Electrical Engineer. The technicians engaged in the erection, testing and commissioning jobs should possess valid requisite Electrical license issued by State Licensing Board.
- All electrical Panels, Switchgears & equipments shall be equipped in a safe condition especially inside cement concrete house or sheds.
- All motor and lighting circuits must be protected by suitably rated ELCB/ELRs.

The following documents are required:

- A) Entire Load Details along with the data for connected load, Running Load, Maximum Demand.
- B) Single Line Diagram of Power Distribution Network with complete ratings of switchgears/components.
- C) General arrangement Diagram & Layout schematic diagram.

D) Details of all the Electrical Equipments viz. Motors, Panels, Switchgears, MCC, Light fittings, cables etc. along with Manufacturers' catalogue.

E) Cable Schedule.

F) Earthing Layout Diagram along with details of Electrodes and straps.

G) Complete Illumination plan showing the positions of High masts, Lighting poles/structures and type & rating of Luminaries, Lighting Transformers and Related Switchgears.

In addition to above all electrical equipment intended for use in hazardous areas must be certified by CMRI and approved by DGMS Dhanbad as flameproof and weatherproof for use in Zone-1, gas group-IIA & IIB of oil mines. Imported flameproof electrical equipment must also be approved by DGMS- Dhanbad.

(IV) FIRE FIGHTING & PROTECTION FACILITIES:

a) Entire hazardous areas of the FGGS shall be covered with Fire Water ring main pressurized at 7 Kg/cm² residual pressure with the provision of Diesel pump(s) conforming to BIS standard. Capacity of diesel pump shall be of minimum 410 m³/hr. each. All the pumps shall be in auto mode. The ring main shall have water cum foam monitors & hydrants at a regular spacing as per the relevant norms with necessary hose boxes along with type 'B' synthetic hoses and nozzles. The entire fire water ring main shall be maintained at 7 Kg/cm² pressure at a hydraulically remotest point with the help of automatic electrical motor driven jockey pump. The auto system shall have a hydro-pneumatic tank and a compressor along with the jockey pump.

b) The jockey pump shall start automatically when level in the hydro-pneumatic tank falls below the low level and shall stop when normal level in the tank has been restored. Pressure switches are to be provided in the hydro-pneumatic tank for automatic operation of the air compressor.

c) Moreover, for jockey pump duty type of the motor shall be selected based on the cycle of operation of the jockey pump. If felt, a timer can be introduced in the control circuit to keep the motor running for a predetermined time after each automatic start to avoid too frequent motor operation.

d) Entire fire hazard area shall be covered with fire detection and alarm system addressable at control room with manual call points at some strategic areas.

e) Automatic fire detection and alarm system shall be provided for control room.

- f) All other design related fire fighting shall be governed by OISD 189.
- g) Apart from above entire FGGS shall be equipped with first aid fire fighting equipment as per OISD - 189.
- h) All the above fire fighting systems/facilities shall conform to NFPA, OMR, BIS, and OISD Std. 117 & 189 whichever is stringent.

(V) CAPTIVE POWER PLANT:

The EPMC shall design the Captive Power Plant (CPP) to cater the Power for entire loads of the installation, where suitably designed Low voltage preferably Gas Engine Driven (GED) Genset shall be installed. These GED Gensets shall be of similar capacity with the provision of synchronization facility to cater the entire power requirement of the installation. While sizing the Genset capacity, bidder has to take 20% future load growth provision. Arrangement shall be made to add similar capacity of Gen set in future. Gen set running philosophy will be 100% running with minimum 50% standby. Fuel (natural gas) required for the Gen Set will be provided by OIL. The Generating Set should have acoustic enclosure to reduce sound pollution to the optimum level (i.e. 75 db at one meter distance from acoustic enclosure). Around five nos. parameters of Gen Set (e.g. RPM, Voltage, Frequency, Water temp., Lub oil pressure etc.) will be monitored from central control room. Separate sound proof AC control room with panel board along with a service bay for maintenance work will be required at the power plant. A suitable sized over head crane with palm top facility should be provided at captive power plant for maintenance work. Provision should be kept for future addition of new unit. Control room panel board will have battery powered back up support for operation.

(VI) WATER SUPPLY SYSTEM :

- a) Source of water: Ground water (Deep Tube Well / Shallow Tube Well)
- b) Requirements of water:
 - b1) Potable water (as per BIS 10500)
 - b2) Industrial water

Necessary arrangements are to be done for treatment of raw water including iron removal filters which is available at site to use it as potable and industrial purpose.

- b1) Potable water: Potable water will be required to cater 80 persons at a time. Out of these 80 persons, 60 persons will be from security that will be staying inside plant boundary in security barrack.
- b2) Industrial Water: Industrial water will be required for different

equipment as per design/requirement of the plant. Special arrangement will be required to make the industrial water Iron free along with other treatment processes deemed fit for industrial purpose.

- c) Overhead water storage Tank: Two separate Overhead Storage Tanks of adequate capacity for potable and industrial water should be provided:
- One for storage of potable water (in two compartments).
 - One for storage of industrial water (in two compartments).

(VII) WASTE & SLUDGE TREATMENT FACILITY:

Sludge treatment facility of the storm water is required. The storm water flow should be closed system. The main outlet of the storm water, after necessary separation of wastes will be lead to the bulk fire water reservoir. Since the site falls in a heavy monsoon felt area, during extreme rainy season, the excess rain water from the storm water drain may not be possible to accommodate in the ground water reservoir. Under such circumstances the excess rain water will be injected into the disposal wells through clarified water delivery line.

(VIII) DATA COMMUNICATION AND SECURITY ACCESS CONTROL FACILITY:

(a) DATA COMMUNICATION / ERP CONNECTIVITY:

For data communication/ERP connectivity the facility should include a communication tower along with nearby free ground area radius of approx. 12 m, concrete platform for installing a VSAT antenna (data will be provided during design). If the Main office rooftop is available, it will be a better option for installing the VSAT antenna.

(b) Intrusion detection / Security control system:

The EPMC should study the complete requirement of the latest Security Control System for the FGGS. The system should have surveillance camera's placed along the periphery of the campus and all entrance points which should be monitored at security gate and control room and recorded centrally or at a remote location through IP network with a facility to take backup in standard video format.

(c) Telephone:

Radio Communication backbone link in license free 5.8 GHz band and media gateways along with necessary infrastructure like tower, civil works etc is to be provided. The installed system should be compatible with the systems already installed in Duliajan. Provision of telephones from other service providers is to be made for alternative communication for control

room and IM's room. Intrinsically safe wireless walkie-talkie sets with license will be provided by the EPC contractor for interplant communication. Intrinsically safe (DGMS approved) telephones will be provided for installation in hazardous area within the FGGS complex.

(IX) **NON-LUMINOUS FLARE SYSTEM**

Non-luminous flare system will be installed in the project site for both FGGS and EPS. Two Flare Stack – One for Gas of FGGS & One for Gas from existing EPS

(X) **CIVIL & STRUCTURAL:**

The scope defined against this para shall only involve Basic Engineering. EPMC should carry out the detailed planning & design of Civil and structural works as per the Guide Lines of National Building Code of India and Road works as per the IRC (Indian Road Congress) & Guidelines of Ministry of Road Transport and Highway (MORTH) taking into account of all recent amendments and should prepare specifications and estimates for execution of the all civil structure are be done as per relevant IS codes.

The Scope of the work includes the following:

- (a) Surveying, Planning & designing of site development plan
- (b) Architectural plan & detailing of structures.
- (c) Structural analysis and design.
- (d) Design for sanitary plumbing.
- (e) Detail of design of fittings & fixtures for as per requirement of electrical items of works.
- (f) Detail interior & landscaping planning & designing.
- (g) Planning & designing of drainage system.
- (h) Designing of security System.
- (i) Planning and designing of internal road net works.
- (j) Foundations for various equipments.
- (k) Preparation detail working drawings including incorporation of modifications during the course of execution of the project.
- (l) Preparation of detail specifications, items of work and estimates for the jobs. Specification and items of rate may be as per CPWD-DSR Rate with incorporation of necessary cost index for this area for the item rate. Further items not covered in the aforesaid Schedules to be based

on prevailing Govt. Schedules of items and rate of the area of the project/ market rate analysis which should be supported with proper documents.

(m) Getting the final approval drawings from OIL before release for execution.

(n) All other civil jobs for successful completion of the project.

FEATURES:

a) Green Belt: One green belt will be created around the perimeter of the FGGS within the boundary wall.

b) The Building shall be designed as per the provision of relevant IS Codes. Earth quake and wind load to be considered as per the provisions of IS codes including IS: 1893, IS: 875, IS: 13920, IS: 4326. The buildings shall have good aesthetic look.

Special importance to be given while designing the structure that it is not damaged to the earthquake of intensity equivalent to the highest one of this area(as per the past history).

c) Buildings and other structures & Sheds:

A suitable double storied building capable of housing the Control Room (Glass panel room preferable at the 1st floor). Aesthetically designed Engineers' office including separate rooms for Installation Manager, Mines Manager, Conference room for at least 10 personnel (all preferably at first floor), Staff room, Store room, Electrical substation and UPS room, Canteen, Work-shop, lavatory in each and every building with modern amenities etc. should be provided. The Control room, Engineers' office and Conference room must be air-conditioned.

A suitable building to house the operating Staff (20 nos.) with bedding facilities, lavatory facility, cooking facilities, etc.

Prefabricated structure is especially preferred for the installation wherever possible.

Landscaping: The details of landscaping will be forwarded to OIL for necessary approval.

SCOPE:

A) SOIL INVESTIGATION: OIL will provide the soil investigation report of the plot of land. EPMC shall arrange to do all the necessary test required for construction of civil engineering facilities for the FGGS Baghjan

according to IS 2720 which shall include soil characteristics, ground water table level, safe bearing capacity and recommended type of foundations for various types of structures proposed for the project, electrical resistivity test , Soil Liquefaction effect at earthquake motion considering provisions of BIS codes. The final report/document is required to be submitted both as hard and soft copy for scrutiny and approval of OIL.

B)–OIL will provide the topographical survey report of the plot of land. Specific requirements like Nearby National Highway level, HFL and other metrological data shall be also collected. Metrological data shall be collected from concerned authority like metrological Dept of India or other authentic source. EPMC shall suggest storm water drainage outlet point for the project site. The topographical maps, contour maps etc shall be prepared both in OIL local co-ordinate and Global coordinates in Auto CAD. EPMC shall suggest FGL for the site and volume of earthwork required. The final topographical survey report and drawings is required to be submitted both as hard and soft copy for scrutiny and approval of OIL.

C) EARTH FILLING, GRADING & LEVELLING:

Earth filling to be planned by EPMC and executed by EPC Contractor to provide a new Filled up Ground Level and the newly developed ground level will be called as Finished Ground Level (FGL) on completion of filling and compaction up to 95% of proctor density. The Scope of the work of EPMC also includes preparation of detail contour map of the whole FGGS- site and finalization of FGL based on following properties:

- i. Preparation of contour map of the whole area in a 5.0m X 5.0m grid. and finalisation of FGL.
- ii. The lowest level of the FGL will be 0.5m above the Highest Flood Level or the existing well plinth of Location TP. The FGL will have a uniform Gradient from the middle of the site and it will be 1:500 in longer direction and 1:400 in shorter direction.
- iii. The Final FGL of the whole is to be shown in the contour map in a 5.0m x 5.0m grid.
- iv. Calculation on Earth filling, grading, leveling will be based on the FGL.

D) DIVERSION OF CANAL: One natural canal is of dimension 5m(W) X 2m(D) is flowing across the plot of the land. The canal is to be diverted outside the boundary of the wall. Sufficient land is left out for accommodating the canal and outside ring road in the plot.

E) Design and construction of pile foundations if required shall be carried out as per relevant IS & other codes.

F) The effect of ground water table shall be duly considered while designing the structures including the various foundations.

G) Usage of in-house developed software packages shall not be permitted in analysis and design. Only STAAD-III/ STAAD PRO or any other standard software compatible with the provisions of IS codes shall be used for analysis and design of the structures.

H) Other Points: All building shall be RCC/Steel framed structure. Minimum grade of concrete used for various types of structures, shall be M20 (Except drains).

I) Roads, shoulders & site finish and Pavements: Roads shall be provided as per approved general arrangement and OISD & OMR and at other places wherever required for movement of vehicles, access of trucks/fire tenders, approach to storage, plant and loading gantry areas and various units/facilities, unloading area, product movement etc. Internal and Ring/Peripheral Roads should be such that two fire tender can pass at a time. The road layout shall be developed indicating the road top levels, road width etc. keeping in view heavy vehicle forward/backward movement and placement. The carriageway width of all the roads shall be 5.5 M for main road and 4.5 M for sub-ways. The roadway width shall be 8.5 M for main road, 6.5 M for sub-ways which includes side berm of 1.5M & 1.0M width on either side respectively.

J) Electrical/ Instrumentation Trenches, Cables and Road Crossings

- RCC cable trenches to be provided in the plant area.
- Buried/brick masonry, cable trenches.
- Cable crossing at roads.

K) QUALITY CONTROL:

Detail process of monitoring the quality of the job to be farmed and furnished along with quality control measures to be taken at various stages for different types of materials including necessary testes to be carried out for quality assurance. These are to be in line with standard norms, APWD/CPWD/CVC Guide lines.

Certificates for quality assurance for all building materials utilize shall be from appropriate authorities.

(XI) INFRASTRUCTURE FOR SECURITY REQUIREMENTS:

Standard RCC/Brick work security huts (minimum size 2.5 m x 2.5 m), sufficient nos. of watch towers to cover the entire boundary equipped with swive type search-lights of adequate power and one barrack (double storied) with toilet, bathroom, kitchen and dining space capable of accommodating 60 security personnel. The rooms should be well furnished with cupboards, beds, chairs, tables etc. The windows should have iron grills. There should be an Inspector's room and one strong room in the security barrack. A parade area should be provided in front of the barrack. Hooters should be installed at the entrance security gate for security alarm. Alternate hooter (manually operated) besides the electrically operated hooter should also be required in the installation. CC camera (installed at the watch towers) monitor should be installed at Control Room and main gate Office.

(XII) GENERAL SCOPE

List of recommended spares, list of special test equipment for maintenance should be provided.

Designing of Smoke/Heat Detectors, online Gas Detectors, Flame Detectors, hooter etc. as required for the safe and efficient operation of the plant.

EPMC needs to design Instrumentation Earthing system separately than the Electrical Earthing system.

Scope of EPMC shall include the supervision of Installation and Commissioning of all the Field Instrumentation, DCS system, Individual PLC etc.

EPMC needs to specify clearly for supplying all the necessary Software licenses along with the supply.

All pneumatic system will be powered by dry compressed air. A suitable compressed air supply system comprising of Air Compressors (1 running & 1 Stand by), Air filter, dryer and Air tanks will be provided for.

(XIII) HOT WORK

The scope also covers dismantling of existing infrastructure

(if any) and integration/hookup with existing facility already available in the site. EPMC have to carefully study the available facility and procedure for integration/utilisation it in the proposed FGGS.

ANNEXURE-A

LIST OF STANDARDS

A) STANDARDS AND SPECIFICATIONS

Latest editions of the codes enlisted below shall be followed in addition to the Codes & Standards mentioned in specifications mentioned of the bid:

American Gas Association (AGA)

AGA Report No. 3 Orifice Metering of Natural Gas

AGA Report No. 8 Compressibility and Super-compressibility for Natural Gas and other Hydrocarbons.

AGA Report No. 9 Measurement of Gas by Multi-path Ultrasonic Meters

American National Standards Institute (ANSI)

ANSI B 2.1 Pipe Threads

ANSI B 16.5 Steel Pipe Flanges, Flanged Valves and Fittings

B 16.10 Face to Face and End to End Dimensions of Ferrous Valves

B 16.34 Hydrostatic body and leak testing of isolation valves.

B 16.37 Hydrostatic Testing of Control Valves

B 16.104 Control Valve Leakages

FCI 70.2 Leak Testing of Control Valves

ANSI C 96.1 Temperature Measurement Thermocouples

ANSI B 1.20.1 Pipe Threads, General Purpose

MC 96.1 Temperature Measurement Thermocouples

American Petroleum Institute (API)

API 6D Specification for pipeline valves

API 6FA Fire Test for Valves

API RP 14C RP for Analysis, Design, Installation and Testing of Basic Surface Systems on Offshore Production Platforms.

API RP 14F RP for Design and Installation of Electrical Systems for Offshore Production Platforms

API RP 14G RP for Fire Prevention and Control on Open Type Offshore Production Platforms

API RP 500 Classification of Locations for Electrical Installations at Petroleum Facilities Classified as Class 1, Division 1 and Division 2

API RP 520 Sizing, Selection and Installation of Pressure Relieving Devices in Refineries, Part I and Part II

API RP 521 Guide for Pressure Relief and Depressing Systems

API RP 526 Flanged Steel Safety Relief Valves

API RP 527 Commercial Seat Tightness of Safety Relief valves with Metal to Metal Seats

API RP 550 Manual on Installation of Refinery Instruments and Control Systems

API RP 551 Process Measurement Instrumentation

API RP 552 Transmission Systems

API RP 554 Process Instruments and Control

API RP 555 Process Analyzers

API 598 Valve Inspection and Testing

API Standard 2000 Venting Atmospheric and Low Pressure Storage Tanks: Non-refrigerated and Refrigerated.

API 1101 Measurement of Petroleum Liquid Hydrocarbons by Positive Displacement Meter

API RP 2001 Fire Protection in Refineries

API 2534 Measurement of Liquid Hydrocarbons by Turbine Meter Systems

API Manual of Petroleum Measurement Standards –
American society of Mechanical Engineers (ASME)

ASME PTC 19.3 Performance Test Code Temperature Measurement

American Society for Testing and Materials (ASTM)

ASTM A269 Stainless Steel Tube

ASTM A276.316L Stainless Steel Fittings

ASTM 370 Standard Test methods and definitions for Mechanical Testing of steel products

ASTM 450 General Requirements for Carbon, Ferritic Alloy, and Austenitic Alloy Steel Tubes

British Standards

BS 1904 Specification for industrial platinum resistance thermometer sensors

BS 4937 International Thermocouple Reference Tables

BS 5501 Electrical Apparatus for Potentially Explosive Atmospheres

BS EN 60529 Specification for degrees of protection provided by enclosures (IP) codes

Indian standards for Hydrocarbons and Mines.

CMRI Central Mining Research Institute.

DGMS Director General of Mines safety.

OISD Oil Industrial Safety Directorate.

OMR Oil Mines Regulation. (Latest edition)

International Electro-technical Commission (IEC)

IEC STD 801 Part 3 – EMI and RFI Immunity

IEC 60079 Electrical Apparatus for Explosive Gas atmosphere

IEC 60092-373 Shipboard flexible coaxial cables

IEC 60092-359 Specification for insulation and sheath of electric cables

IEC 60227 Polyvinyl chloride insulated cables of rated voltages up to and including 440/750 V

IEC 60331 Fire resisting characteristics of electric cables

IEC 60332-1 Tests on electric cables under fire conditions Part I: Tests on single vertical insulated wire or cable

IEC 60332-3 Tests on electric cables under fire conditions Part II: Tests on single small vertical insulated copper wire or cable

IEC 61508-1-7 Functional safety on electrical / electronic / programmable electronic safety-related systems

IEC 61000-4-2 Electromagnetic Compatibility (EMC) –
Part 4: Testing and Measurement Techniques –
Section 2: Electrostatic Discharge Immunity Test

IEC 61000-4-3 Electromagnetic Compatibility (EMC) –
Part 4: Testing and Measurement Techniques –
Section 3: Radiated, Radio-Frequency, Electromagnetic Field Immunity Test

IEC 61131-3 1993 Programmable Controllers –
Part 3: Programming languages

IEC 61158-2 Fieldbus Standard for use in Industrial Control Systems

Institute of Electrical and Electronic Engineers (IEEE)

IEEE STD.472 Surge Withstand Capabilities

IEEE C37.90.1 Standard Surge Withstand Capability (SWC) Tests for Protective Relays and Relay Systems

IEEE 730 Standard for Software Quality Assurance Plans Revision of IEEE Std 730-84 and Redesignation of IEEE 730.1-89;

IEEE Computer Society Document

IEEE 828 Standard for Software Configuration of Management Plans

IEEE 1042 Guide to Software Configuration management IEEE Computer Society Document

Instrumentation Systems and Automation Society (ISA)

ISA S-5.1 Instrumentation Symbols and Identification

S-5.2 Binary Logic Diagrams for Process operations

S-5.4 Instrument Loop Diagram

S 7.0.01 Quality Standard for Instrument Air

S-20 Specification Forms for Instruments

S-50.2 Fieldbus Standard

ISA/ANSI-S 84.01 Application of Safety Instrumented Systems for the Process Industry

ISA 912.13 Part I: Performance Requirements, Combustible Gas Detectors

Part II: Installation, Operation and Maintenance of Combustible Gas Detectors

ISA S 71.01 Environmental Conditions for Process Measurement and Control Systems: Temperature and Humidity

ISA S 71.04 Environmental Conditions for Process Measurement and Control Systems: Airborne contaminants

ISA S 75.01.01 Flow equations for sizing control valves

ISA S 75.01.03 Face to Face Dimensions for Flanged Globe Style Control valves

International Organization for Standardization (ISO)

ISO 5167 Measurement of Fluid Flow by means of Orifice Plates

ISO 9000-3 Quality Management and Quality Assurance Standards-Part- 3: Guidelines for the Application of ISO 9001 to the Development, Supply and maintenance of Software First Edition

ISO 9001 Quality Systems: Model for Quality Assurance in Design, Development, Production, Installation and Servicing Second Edition

ISO 9004-1 Quality Management and Quality System Elements-Part 1: Guidelines First Edition

National Association of Corrosion Engineers (NACE)

NACE MR 0175 Sulphide Stress Cracking resistant metallic materials for oilfield equipment.

National Electrical Manufacturers Association (NEMA)

NEMA 250 Enclosures for electrical Equipment (1000 Volts maximum)

National Electric Code (NEC)

National Fire Protection Association (NFPA)

NFPA 70 National Electrical Code

NFPA 1 Fire Protection Code

NFPA 72 E Automatic Fire Detectors

NFPA 496 Standard for Purged and Pressurized Enclosures for Electrical Equipment

Other Bodies

Report EE170E.98 ER & E Version 1.0, Alarm Management Guidelines

Engineering Equipment Materials Users Association (EEMUA) publication No. 191, Alarm Systems – a Guide to Design Management and Procurement

All goods and services supplied shall meet all applicable local and international regulations on health, safety and environmental issues.

B) Specific Codes and Standards for Instrumentation:

The design, manufacture, inspection, testing and installation of all equipment and system covered under this project shall conform to the latest editions of codes and standards at the time of procurement. Few of them are:

IEC		
801.4	-	Electromagnetic compatibility for industrial process measurement& control equipment. Classification of degree of protection provided
IEC 529	-	by Enclosures.
NEC	-	National Electrical code.
NFPA-496	-	Purged and pressurized enclosures for electrical Equipment.
ISA-S51.1	-	Process Instrumentation Terminology
ISA-S5.2	-	Binary Logic diagrams for process operations.

- ISA-S5.3 - Graphic symbols for Distributed control/Shared display instrumentation/Logic and computer system.
- ISA-S5.4 - Instrument Loop Diagrams.
- ISA-S18.1 - Annunciator Sequences and Specifications
- ISA- Recommended practice-Hardware testing of
- RP55.1 - digital process computers.

- ISA- Environmental conditions for process
- S71.01 - measurement &
- control systems-Temperature & Humidity.
- ISA- Environmental conditions for process
- S71.04 - measurement &
- control systems –Airborne Contaminants.
- ICS-6 - Enclosures for Industrial control and systems

- EN500014/IEC-79/API-500- Explosive Area Classification
- IEC-
- 61508 - Safety Integrity Level
- IEC-
- 61131/ISA S-Logic
- IEC- Electromagnetic compatibility for industrial
- 801.4 - process
- measurement & control equipment.
- NFPA 70 - National Electrical code
- IEC- Functional Safety-Safety Instrumented system
- 61511 - for the
- process industry sector.

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Part-3

Section-III

SCHEDULE OF RATES & PAYMENT (SOR&P)

PROFORMA- A SHEDULE OF RATES/PRICE BID FORMAT

Service line Item	Sl. No .	Description of Work	Unit (in words)	Qty	Unit Rate (INR)	Total Amount (INR)
10	1.	Execution PHASE-I: Induction process with OIL team on the work completed so far technical understanding of the scope of work.	Lump sum	1		A
20	2.	Execution PHASE-I: HAZOP study, Quantitative Risk Assessment (QRA) study, Preparation of Basic Engineering & Process specifications for EPC work and Discussion.	Lump sum	1		B
30	3.	Execution PHASE-I: Finalization of Project Schedule, Preparation of Cost Estimates for EPC work and O & M for 5 years.	Lump sum	1		C
40	4.	Execution PHASE I: Preparation of complete Bidding document for EPC work and O & M contract for 5 years, keeping in views the financial and contractual terms and conditions of OIL, invitation of Bids, attending Pre-bid conference and	Lump sum	1		D

		replying pre-bid queries.				
50	5.	Execution PHASE-II: Scrutiny of Bids and making final recommendation of FGGS Contractor.	Lump sum	1		E
60	6.	Execution PHASE-III: Project Monitoring and Engineering drawing & datasheet approval etc.	Lump sum	1		F
70	7	Execution PHASE-III: Overall Construction Supervision, Inspection of incoming materials, measurement and certification of work done by EPC contractor, quality checking, Trial run and commissioning of FGGS along with OIL's engineers & EPC contractor, Project closure and handing over.	Man days	2,500		G
80	8	Travel & related expenses for disengagement –re engagement of EPMC personnel as per clause no. 8.4 of SOW/TOR and inspection services as per clause no. 8.5 of SOW/TOR	Trips	40		H
TOTAL ESTIMATED CONTRACT VALUE (T)= A+B+C+D+E+F+G+H						

PROFORMA B- SCHEDULE OF PAYMENT

Service line Item	Sl No	Description of Work	Unit (in words)	Qty	WTG.	Payment Schedule
10	1.	Execution PHASE-I Induction process with OIL team on the work completed so far technical understanding of the scope of work.	Lump sum	1	1% of the quoted contract price.	100% payment of the quoted price against this service line no. 10 shall be made upon completion of the activity.
20	2.	Execution PHASE-I Collection of soil/ weather/ meteorological related data Preparation of Basic Engineering & Process specifications and Discussion, Quantitative Risk Assessment (QRA) & HAZOP study.	Lump sum	1	15% of the quoted contract price	Payment shall be milestone based: 25% payment of the quoted price against this service line no. 20 shall be made after completion of each of the following milestones: (i) Collection of soil/ weather/ meteorological related data for designing. (ii) Basic Engineering & Process Specification (iii) QRA study (v) HAZOP study

						(vi) SIL Study
30	3.	Execution PHASE-I Finalization of Project Schedule, Preparation of Cost Estimates for EPC work and O & M for 5 years.	Lump sum	1	8% of the quoted contract price.	100% payment of the quoted price against this service line item 30 shall be made upon completion of the activity.
40	4.	Execution PHASE I Preparation of complete Bidding document for EPC work and O & M for 5 years keeping in views the financial and contractual terms and conditions of OIL, invitation of Bids, attending Pre-bid conference replying pre-bid queries.	Lump sum	1	14% of the quoted contract price.	80% payment of the quoted price against this service line item 40 shall be made upon completion of preparation of complete bidding document for EPC and O & M contract for 5 years and the rest 20% shall be made on completion of invitation of bids, attending pre-bid conference and replying pre-bid queries after opening of technical bids.
50	5.	Execution PHASE-II Scrutiny of Bids and making final recommendation of EPC Contractor for FGGS	Lump sum	1	10% of the quoted contract price.	100% payment of the quoted price against this service line item 50 shall be made upon completion of the activity.

60	6.	Execution PHASE-III Project Monitoring, Engineering drawing and datasheet approval,	Lump sum	1	15 % of the quoted contract price.	Payment shall be milestone based: 80% payment of the quoted price shall be made on completion of each of the following: i.15% Project progress ii.30 % Project progress iii.45% Project progress iv. 60% Project Progress v.75% Project Progress vi.90% Project Progress vii Mechanical Completion viii. PGTR & Successful Commissioning Remaining 20% shall be released on completion of Project Closeout.
70	7	Overall Construction Supervision, Inspection of incoming materials,	Man days	2,500	35% of the quoted contract	Payment shall be made every month on 80% of actual work. 10% shall be paid on successfully

		measurement and certification of work done by the EPC contractor, quality checking, Trial run and commissioning of the FGGS along with OIL's engineers and EPC contractor. Project closure and handing over.			price.	commissioning of FGGS. Remaining 10% shall be paid after completion of project closure
90	8	Travel & related expenses for disengagement –re engagement of EPMC personnel as per clause no. 8.4 of SOW/TOR and inspection services as per clause no. 8.5 of SOW/TOR	Trips	40	2% of the quoted contract price.	Payment shall be made on the number of actual trips.

Note to SOR&P:

- a) In the event the Bidder quotes a higher amount against any of the item, payment shall be limited to the percentages as mentioned in Schedule of Payment mentioned above. Balance of payment shall be released at the end of the Contract.
- b) Bidders are to quote their item prices inclusive of all taxes and duties but excluding GST which will be payable at actual as extra.
- c) In the event of delay in completion of the project beyond the period of 32 months as mentioned in BEC(Duration of Contract Period) due to reasons not attributable to the EPMC, and OIL desires to continue availing the services of the EPMC, OIL shall extend the validity of the Contract and it shall be binding on the EPMC to offer such services up to further 12 months on the quoted rates. However, all retention amounts as per Service line item 60 of Schedule

of Payments except the Performance security (PBG) shall be paid back to EPMC after completion of 36 months.

The payment for the period of further 12 months shall be guided by the Schedule of Payments.

- d) If the project is further delayed beyond additional 12 months and OIL desires to continue availing the services of the EPMC, the rate against applicable items shall be reviewed based on mutual agreement between OIL and EPMC.
- e) Under any circumstance OIL reserves the right to terminate the Contract as per termination clauses of the Tender. Extension of the Contract beyond 36 months is under the sole discretion of OIL.
- f) Refer to “Scope of Work / Terms of Reference” for detailed scope of work.
- g) Taxes and Duty clause (Including GST) in GCC is considered as read and complied by the bidders wherever applicable.

Part-3, Section-IV

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL

- a) Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC), Specifications/scope of work, drawings and other documents forming part of this contract wherever the context so requires.
- b) Notwithstanding the sub-division of the documents into these separate parts 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 in so far as it may be practicable to do so.
- c) Where any provision of the Condition of Contract is repugnant to or at variance with any provision of the SCC, then the provision of the SCC shall be deemed to override the provisions of the Condition of Contract and shall, to the extent of such repugnance or variations, prevail.
- d) No oral representation of any officer, agent, or employee of either the Vendor or Owner shall affect, modify, nullify or alter any right or obligation of the Vendor or Owner in terms of the contract unless made in writing and signed by the authorised representative of Owner and Vendor as an Agreed Variation.
- e) Wherever, it is mentioned in the specifications that the Contractor shall perform certain works or provide certain facilities, it is understood that the Contractor shall do so at his own cost, being deemed to be part of the relevant item in the Schedule of Rates (SOR) whether expressly stated or not.
- f) The materials, design and workmanship shall satisfy the relevant Indian & International Standards, the specifications contained herein and codes referred to. Where the specifications stipulate requirements in addition to these contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- g) In so far as the contract does not deal with or provide by expression or implication for any aspect or specification with respect to the product(s) or any of them or with respect to any other matter or thing required to be furnished, done or supplied relative thereto or for the delivery there of according to the contract the internationally accepted relevant specification, standard of workmanship and/or codes or practices, as the case may be,

shall apply. In the event of any doubt or ambiguity relative thereto, the Consultant shall seek the clarification of the Owner.

2.0 SCOPE OF WORK

The scope or work of the Consultant is described in detail in separate document "SCOPE OF WORK & TERMS OF REFERENCE" of this tender document.

The brief description of scope of work is as under:

- a) Basic & Detail engineering, project management including preparation of cost estimate & EPC tender document.
- b) Preparation of RFP (including Specifications, QAPs, Procedures, etc. (for supply & Services both).
- c) Technical and Price bid evaluation including other assistance (attending pre-bid meeting, preparing minutes, recommendation to Owner and also assisting in preparation of LOI/Work Order and Contract Agreement for Supply/Construction contractor/ EPC, etc. till award of job).
- d) Documents approval, technical audit during manufacturing including but not limited to initial visit to the plant for kick off the production of casting/forging including machining works including the testing facilities and close out of orders after reconciliation.
- e) Evaluation of offers and assistance the company in award of work.
- f) Inspection and Expediting Services
- g) Construction Supervision and Management
- h) Pre-commissioning and Commissioning activities
- i) PGTR

3.0 DUTIES AND OBLIGATIONS OF THE CONSULTANT

- a) Consultant shall provide the services agreed-upon in this contract and carry out its obligations with all due-diligence, efficiency and economy, in accordance with industry-accepted professional practices and standards. The Consultant shall observe sound management practices. The Consultant shall always act as a trustworthy adviser to the Owner, and shall, at all times, support and safeguard the Owner's legitimate interests in any dealings with subcontractors, local officials, community organizations or other Third Parties.
- b) The remuneration the Consultant receives from the Owner shall constitute its only remuneration in connection with the contract. The Consultant shall not accept, for its own benefit or for that of its subcontractors, any trade commission, discount or similar direct or indirect payment or

other consideration in connection with the goods and services provided under this contract or the discharge of its obligations thereof. The Consultant shall ensure that its personnel and that of its subcontractors or agents similarly not receive such additional remuneration.

- c) The Consultant shall not have the benefit, whether directly or indirectly, of any royalty on or off any gratuity or commission from the use of patented or protected articles or processes used on or for the purposes of the contract unless it is mutually agreed in writing with the Owner that such a benefit is authorized.
- d) The Consultant shall provide all goods and expert technical advice, skills and services, which are required for the work under this tender for which it is engaged. Where specialist technical advice, assistance, goods or services are required beyond that envisioned under the tender, the Consultant shall notify the Owner accordingly prior to bid submission. If accepted by prior written agreement of the Owner, the Consultant shall arrange for the provision of such additional goods and services. The above conditions notwithstanding, Consultant shall retain full and unencumbered responsibility for the provision of all goods and services, which are required under this contract.
- e) The Consultant shall, for each part of the services, define the support and/or participation that is required from the Owner or its project Office.
- f) Additional equipment and machinery required to carry out the tasks required under the contract shall be provided by the Consultant.
- g) At completion of the services, the Consultant shall submit to the Owner all original documents, working drawings, calculations and computer data that have been produced during contract implementation. This information and data shall be properly organized, filed and bound. The copyright of all documentation prepared by the Consultant in connection with this contract will remain the property of the Owner. The Consultant may make copies of such documents but shall not use the documents or the contents thereof for any purpose unrelated to the present contract without the prior written approval of the Owner.
- h) The Consultant shall rent, furnish, staff and equip with communication facilities, office space (the Consultant's Office) in order to facilitate communication and other liaison activities between the Consultant, the Owner and other agencies associated with matters related to the project. All costs associated with the Consultant's Office shall be borne by the Consultant.

- i) In order to collect the information/data over and above provided by the owner under the Contract, the Consultant may contact other agencies and government bodies associated with matters related to the project. All costs associated to such activities shall be borne by the Consultant including the cost of any information/data sourced for performing the scope of work.

4.0 PROJECT MANAGEMENT ORGANISATION

- a) CONSULTANT to plan, initiate, guide, coordinate, supervise and control the entire Project implementation activities through a dedicated task force consisting of specialists and experts.
- b) The CONSULTANT will act as an extension of Owner, always keeping in view Owner's interests and advising/guiding Owner on all important matters.
- c) All coordination and communications for the Project will be carried out under the overall guidance and control of CONSULTANT's Project in charge. Coordination and communication procedures will be developed by CONSULTANT soon after its appointment, in consultation with Owner.
- d) The CONSULTANT shall not be allowed to bid for any Contracts including Supply Contracts for the Project. The CONSULTANT shall not undertake any activity, which is to be performed directly/indirectly by the Contractors/Suppliers and is the direct/ indirect responsibility of the Contractors/ Suppliers.

5.0 OBLIGATIONS OF THE OWNER:

- a) The Owner shall furnish, without charge and within a reasonable time, all pertinent data and information available to it and shall give such assistance as possible to the Consultant for the carrying out of the Consultant's duties under this contract. The Owner shall give its decision on all designs, sketches, drawings, reports, recommendations and other matters properly referred to it for review and judgment by the Consultant so as not to delay or disrupt the provision by the Consultant of the goods and services required under this contract.
- b) The information provided by the Owner including the Owner's representative(s) in connection with this work is being provided in good faith. Consultant shall exercise its knowledge and competence in scrutinising and evaluating such information and shall proceed with the use of such information only after satisfying itself of its sufficiency for use.

c) The Owner shall facilitate the timely granting to the Consultant or any of their personnel and, where agreed, their dependants, of:

- Necessary licenses, permits and customs clearances for entry and exit;
- Access to all sites and locations involved in carrying out the services;
- Other rights and privileges allowed under the contract and other documentation and papers related to the Consultant's presence in India for the work under the contract.

d) The Owner's Office at Duliajan, Assam shall:

- Interact with the Consultant through various modes of communication viz. email, telecom etc. in relation to execution of the project.
- Monitor and supervise the activities of the Consultant;
- Process the invoices and release of payment as per contract;
- Serve as liaison between the Owner, the Consultant and various other agencies that may be associated with the project. The Consultant shall, however, be fully responsible for collecting data and other relevant information from the Owner and other agencies. Owner's office shall accept the requisition by the Consultant for furnishing data and other relevant information from the Owner.

6.0 PERSONNEL:

- a) The Consultant shall appoint a Project Manager to be in charge of the work under the Contract on behalf of the Consultant and be responsible for liaison between the Consultant and the Owner.
- b) Should it become necessary to replace any Consultant personnel, the Consultant shall forthwith propose candidates to the Owner with equivalent or better qualifications and experience and, following the Owner's concurrence, arrange for such replacement in as expeditious manner as possible.
- c) All such requests for whatever reason must be presented in writing with the particular circumstances indicated. The replacement of expert/ specialist accepted in the contract will be considered in special circumstances only.

7.0 TIME OF COMPLETION

- a) Scope of the work has been considered in totality as detailed in document "SCOPE OF WORK & TERMS OF REFERENCE" of this tender. Time of completion for total scope of work shall be 36 (Thirty Six) months from the

date of LOA to EPMC. EPMC contract will be valid till completion of 36 months from the date of LOA to EPMC and the associated defect liability period.

- b) Upon issuance of specific notice, the Consultant shall be called for a kick off meeting at Owner's Office at Duliajan, Assam, India, to discuss on various aspects of the scope of work. The Consultant will furnish detailed time schedule for completion of work which shall be finalized mutually between the Consultant and Owner.

8.0. SCHEDULE OF RATES:

- a) All the items of work mentioned in the schedule of rates and covered by the Contract shall be carried out as per the Scope of work, drawings, specifications and direction of Engineer-in-Charge and shall include all labour, materials, tools, tackles, etc. required to complete the job.
- b) The rates stated in the Schedule of Rates shall not be subject to escalation or increase on any account whatsoever.
- c) The Price quoted by the bidder shall include charges towards relevant sections of SOR for the consultancy services covered under this contract.
- d) The time period for the total work till completion of PGTR shall be 35 months (Thirty Five Months only) from the date of LOA to EPMC.

9.0 Other Special Conditions and notes to bidder:

- a) If for reason solely attributable to Owner, the contract for construction of FGGS, Baghjan is cancelled, the Consultant shall be paid proportionately for the cancelled Contract based on the activity/activities which have been completed till the date of cancellation.
- b) The contract price set forth herein shall be inclusive of:
 - All cost, risk and expense, taxes including income tax on uper components and foreign currency components, overhead, profit and/or total fee to the satisfactory performance and completion of the work till completion of defect liability period.
 - All costs related to management, supervision, design, engineering, subcontracts attendance at all meetings in India with Owner (whether at Owner's premises; Owner's nominated location or Consultant's premises and any other location applicable prior to and/ or during execution phase of the project), inspection, testing and quality

assurance/quality control of the work, as more particularly described in the Scope of Work, or elsewhere in the Contract.

- The cost of all Consultant's personnel, supervision, management (including but not limited to wages, benefits, payroll, taxes, travel and accommodation expenses and other costs thereto as are paid to employees), all office equipment's, rental of third party office equipment, communication charges, outside Owner's Project Site (including those incurred by Owner while in Consultant's offices), all administrative costs of Consultant's operation(including home office, site office and any other office), all reproduction and graphic costs of whatever kind, postage and courier expenses).
- The price shall also include the charges with respect to the services to be rendered by Consultant in the completion of the Project as set out in the various Clauses of the "Scope of Work".
- The cost of all travel, accommodation and communication expenses within India.
- The cost of all guarantees, indemnities to the Owner and insurance premium required in terms of the contract or under any law, rule or regulation or otherwise Consultant deems fit to take out and the cost of all risks whatsoever (foreseen and unforeseen) including, but not limited to the risk to delay or reduction or increase in the Scope of Work and/ or cancellation of contract and/or accidents, strikes, civil commotion, labour trouble, third party breach, fire, lightening, inclement weather, storm, tempest, flood, earth quake and other acts of God, restriction of dislocation of road/rail and other transport for access, suspension of work and sabotage.
- The prices quoted as per the tender shall be firm for the entire period till completion of Consultant's services in all respects.
- All supervision charges, establishment overheads, finance charges and other cost and expenses of Consultant.
- Each and every item as break up sought in SOR shall be filled otherwise the offered price shall not be considered.

11.0 CONFIDENTIALITY OF INFORMATION AND DATA

All the information obtained by the consultant/expert while rendering the consultancy work and all the information/data etc. provided by Oil India Limited to the consultant/expert shall be treated as confidential and shall not be divulged by the consultant/expert or its personnel to any-one other than the Company's authorized personnel. This obligation of consultant/ expert shall be in force even in case of termination of the contract. For publishing any scientific/technical papers in scientific journals etc. based on the

findings/results/experience gained while rendering the consultancy work for Oil India Limited, the consultant/expert and the personnel engaged by them must take prior approval from the Company's authorized personnel in this regard.

12.0 DEFECT LIABILITY PERIOD:

The Consultant shall guarantee the work for a period of 12 months from the date of Completion of WORK which is indicated in the Completion Certificate.

PART-4

PROFORMA - I

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

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

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

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

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

BID FORM

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

Sub: Tender No. : _____

Gentlemen,

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

We undertake, if our Bid is accepted, to commence the work within () days calculated from the date of award of Contract.

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

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

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

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

Dated this _____ day of _____ 2018.

Signature

(In the capacity of)

FORM OF PERFORMANCE BANK GUARANTEE

To: M/s. OIL INDIA LIMITED,
(Attn: Head-Contracts)
Duliajan, Assam, India, Pin - 786 602.

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

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

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

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

This guarantee is valid until the date _____

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Date Place _____

Note to Proforma-II B for Performance Bank Guarantee :

The bank Guarantee issuing bank must ensure the following:

The bank guarantee issued by the bank must be routed through SFMS platform as per the following details :

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

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch Address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District – Dibrugarh, PIN – 786602.

CONTRACT FORM

This Contract 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.

WHEREAS, Company issued a firm Letter of Award No. _____ based on Offer no. _____ submitted by the Contractor against Company's Tender no. _____.

WHEREAS Contractor has accepted Company's Letter of Award vide their letter no. _____.

All these aforesaid documents shall be deemed to form and be read and construed as part of this 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 Award 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 authorised 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 Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.

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

- (a) Section-I : General Conditions of Contract,
- (b) Section-II : Terms of Reference / Scope of Work,
- (c) Section-III : Schedule of Rates and Schedule of Payment

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)

Name:
Status:
In presence of

1.

2.

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

Name:
Status:
In presence of

1.

2.

FORM OF BID SECURITY (BANK GUARANTEE)

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

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

THE CONDITIONS of these obligations are:

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

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including the date (**) and

any demand in respect thereof should reach the Bank not later than the above date.

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Date Place _____

Note:

1. The Bidder should insert the amount of the guarantee in words and figures.
2. Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid.
3. The bank Guarantee issuing bank must ensure the following :

The bank guarantee issued by the bank must be routed through SFMS platform as per the following details :

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

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch Address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District – Dibrugarh, PIN – 786602.

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PROFORMA LETTER OF AUTHORITY

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

Sir,

Sub: OIL's Tender No. _____

We _____ confirm that Mr. _____ (Name and address) as authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. _____ for hiring of services for _____.

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

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.

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **“Hiring of Services for Engineering and Project Management Consultancy for creation of Field Gas Gathering Station (FGGS) at Baghjan in Upper Assam”**

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 NonGovernmental 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

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 cartelisation 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.

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

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover

from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.

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

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

Section 5 - Previous transgression

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

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

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

1. The 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.

Section7- 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.

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.

Witness 1:

Date. ----- .

Witness2:

PARENT COMPANY GUARANTEE

DEED OF GUARANTEE

This DEED OF GUARANTEE executed at ----- this ----- Day of ----- by:

M/S -----, a Company organized and existing under the laws of ----- having a principal business office at ----- hereinafter referred to as “Guarantor” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

M/S OIL INDIA LIMITED (OIL), a Govt. Of India “Navaratna” category Enterprise and premier Oil Company engaged in Exploration, production and transportation of Crude oil & Natural gas having its Headquarters at Duliajan -786602, Dist. Dibrugarh, Assam hereinafter referred to as “Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and assigns, floated Tender No. ----- inviting offers from Vendors for -----.

M/S-----, a Company registered under the Company’s Act 1956 and having its Registered Office at-----hereinafter referred to as “Subsidiary”, which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns, a wholly owned subsidiary of the Guarantor, have in response to the above mentioned tender invited by the Company, submitted their Bid No.----- dated----- to the Company with one of the condition that the Subsidiary shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the Company at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above mentioned tender and are capable of and committed to provide technical, financial and such other supports as may be required by the Company for successful execution of the same.

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

Accordingly, at the request of the Subsidiary and in consideration of and as a requirement for the Company to enter into agreements with the Subsidiary, the Guarantor hereby agrees to give this Guarantee and undertakes as follows:

1.The Guarantor (Parent Company) unconditionally agrees that in case of non-performance by the Subsidiary of any of its obligations in any respect, the Guarantor shall immediately on receipt of notice of demand by the Company take up the job without any demur or objection, in continuation and without loss of time and without any cost to the Company and dully perform the obligations of the Subsidiary to the satisfaction of the Company. In case the Guarantor also fails to discharge its obligations herein and complete the job satisfactorily, the Company shall have absolute rights for effecting the execution of the job from any other person at the risks and costs of the Guarantor. The Guarantor also undertakes to make good any loss that may be caused to the Company for non-performance or un-satisfactory performance by the Guarantor or Subsidiary of any of their obligations.

2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Subsidiary.

3. The Guarantor shall be jointly with the Subsidiary as also severally responsible for satisfactory performance of the contract entered between the Subsidiary and the Company.

4. The liability of the Guarantor under this Guarantee is limited to the total value of the contract entered between the Subsidiary and the Company and in no event shall the Guarantor's liability hereunder, either in its capacity of Guarantor or as Contractor should it perform the Contract in the event of the subsidiary's non-performance as per point No.1 herein above, exceed that of the Subsidiary under the mutually agreed Contract awarded to the Subsidiary. This will,

however, be in addition to the forfeiture of the Performance Guarantee furnished by the Subsidiary.

5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the Governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection there with or for the due performance of the Guarantors obligations hereunder.

6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of Assam, India.

7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion from any person and that the Guarantor has fully understood the implications of the same.

8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing law or any judgment.

For and on behalf of (Parent Company)

M/s -----.

Signature :

Name :

Designation :

Witness : 1

Signature :

Name :

Designation :

Date :

Witness : 2

Signature :

Name :

Designation :

Date

Format of agreement between bidder and the parent company (to be made on stamp paper of requisite value and notarized)

This agreement made this ----- Day of ----- by and between -----
----- having its Registered Office at ----- herein after
referred to as bidder of the first part AND

M/S -----, a Company organized and existing under the laws of
----- having a principal business office at -----
hereinafter referred to as “Parent Company” on the other part,

WHEREAS M/S OIL INDIA LIMITED having its Headquarters at Duliajan-786
602, Dist: Dibrugarh, Assam (herein after referred to as OIL), has invited offers
vide their Tender No..... inviting offers from Vendors for

.....

AND WHEREAS M/S -----, (Bidder) intends to participate
against the said tender and desires to have a financial and technical support of
M/s ----- (Parent Company) and whereas Parent Company
represents that they have gone through and understood the requirement of
the above mentioned tender and are capable of and committed to provide the
services as required by the bidder for successful execution of the contract, if
awarded to the bidder.

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

1. M/S-----, (Bidder) will submit an offer to OIL for the full
scope of work as envisaged in the tender document as a main bidder and liaise
with OIL directly for any clarifications etc. in this contexts.
2. M/S ----- (Parent Company) undertakes to provide
financial, technical support and expertise, expert manpower and procurement
assistance and project management to support the bidder to discharge its
obligations as per the Scope of Work of the tender/Contract for which the offer
has been made by the bidder and accepted by the Parent Company.

However, as a minimum, following services will be covered by the Parent
Company:

i)-----

ii)----- etc.

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

4. It is further agreed that for the performance of work during Contract period bidder and Parent Company shall be jointly and severally responsible to OIL for satisfactory execution of the Contract .

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

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

**For and on behalf of (Bidder)
Company)**

for and on behalf of (Parent

(M/S -----)

(M/s-----.)

Signature:

Signature:

Name:

Name:

Designation

Designation:

Witness: 1

Witness: 1

Witness: 2

Witness:

PROFORMA – VI

RECORD OF BIDDER'S PAST RELEVANT EXPERIENCE

Sl No.	Clients Name, address & contact Telephone No.	Contract No.	Brief description of the contract	Contract period		Contr act Value
				From	To	

Signature of the bidder

AUTHORISATION FOR ATTENDING BID OPENING

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

Date : _____

Sir,

Sub : **OIL's IFB No.** _____

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

UNDERTAKING BY BIDDER

We _____(Name & Address of Firm)_____ hereby undertake that in the event the job of **Hiring of Services for Engineering and Project Management Consultancy for creation of Field Gas Gathering Station (FGGS) at Baghjan in Upper Assam** against Tender Invitation No.is awarded to us, we shall not be involved or perform any such duties on behalf of the LSTK/Package/Site Construction Contractor engaged by OIL afterwards for creation of Field Gas Gathering Station (FGGS) at Baghjan in Upper Assam.

Yours Faithfully,

Signature: _____

Name & Designation: _____

For & on behalf of: _____

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

PROFORMA –IX

“CURRICULUM VITAE” OF BIDDER’S PERSONNEL

Personnel Proposed for providing EPMC services for Engineering and Project Management Consultancy for creation of Field Gas Gathering Station (FGGS) at Baghjan in Upper Assam

1. NAME :

2. DATE OF BIRTH :

3. NATIONALITY :

4. EDUCATION QUALIFICATION:

5. EXPERIENCE :

i) Total experience :

ii) Years of experience in the field of providing consultancy services for type of projects as sought under BEC (Technical):

iii) Number of assignments (in which he person was earlier associated):

Name of the Employer	Name of the Client	Name of the Project	Year of Execution

iv) Length of experience in the bidder’s firm:

v) Position held in the bidder’s firm:

9. Language known :

a) Speak :

b) Read :

c) Write :

Note: For each person, a separate page in format as above shall be used.

(SEAL & SIGNATURE OF THE TENDER)

PROFORMA-X

DETAILS OF OFFICES IN INDIA & OUTSIDE INDIA
(INCLUDING THOSE OF ASSOCIATE COMPANIES)

NO. OF OFFICES		COMPLETE ADDRESS		MANPOWER STRENGTH		REMARKS IF ANY
INSIDE INDIA	OUTSIDE INDIA	INSIDE INDIA	OUTSIDE INDIA	INSIDE INDIA	OUTSIDE INDIA	

(SEAL & SIGNATURE OF THE TENDER)

Form – 1
Details OF Work Done
(For satisfying the Bid Evaluation Criteria)

Sl. No	Descrip tion of Work	Location of Work	Client Address and contact details including email	Value of contr act	Schedule Completion Date	Date of actual comple tion	Reasons for Delay, if any

Note:

1. Copies of completion Certificates along with Work Orders/Contract Documents of the Works as per Bid Evaluation Criteria are to be enclosed.
2. Do not include Work(s) completed earlier than the period indicated in Bid Evaluation Criteria here.
3. Do not include Work(s) not as per qualifying criteria indicated in Bid Evaluation Criteria here.

SEAL AND SIGNATURE OF THE BIDDER

Form – 2

Format for Bio Data of Key Personnel

Paste
Photograph
here

1.	Name						
2.	DOB						
3.	Place of Birth						
4.	Nationality						
5.	Contact Details, Phone No., Email						
6.	Languages Known (Read, Write Speak)						
7.	Educational Qualifications.						
8.	Professional Qualifications.						
9.	Affiliations to Professional Bodies						
10.	Professional Experience						
	Organization	From	To	Years	Position	Responsibilities	
11.	Certification PMP/IPMA						
12.	Any Other information						

SEAL AND SIGNATURE OF THE BIDDER

Form -3

CHECK LIST

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the bidder to make sure that the necessary data/information as called for in the bid document has been submitted by them along with their offer. This, however, does not relieve the bidder of his responsibilities to make sure that his offer is otherwise complete in all respects.

Please ensure compliance and fill in relevant information against following points:

Sl. No	Description	Document Name	Pg. No of Document	Complied Yes/No
1	Bid document complete in all respects with pages in sequential order.			
2	Confirm that the price bid has dully filled in for each item and complete in all respects			
3	Confirm that annual financial years submitted with Technical Bid.			
4	Confirm that the certificate (as per Annexure B) issued on letter head of the Chartered accountant firm is enclosed with Technical Bid.			
5	Confirm that the copies of GST registration, PAN, PF, Certificate of incorporation from Registrar of companies are submitted with the offer.			
6	Confirm that copies of documents establishing the bidder's experience & eligibility are enclosed with Technical Bid.			
7	Confirm that the dully filled in Form 1 & 2 are enclosed with Technical Bid.			

8	Confirm that the notarized Bio-Data /CV of Key personnel viz: Project Manager, Design Manager, Resident Construction Manager, Planning Manager, Contracts Manager, Finance Manager are enclosed with Technical Bid.			
9	Confirm that the duly filled in Form 3 is enclosed with Technical Bid.			

SEAL AND SIGNATURE OF THE BIDDER

Form -4

DETAILS OF LICENCED SOFTWARE

Certified that we have the following licensed software for Engineering Design as EPMC and Engineering design team is adequately trained in the usage of these software for Plant design / Project management.

Sl. No	Description of Software & version	Purchase date	Licensed Yes/No	Remarks
1				
2				
3				
4				
5				
6				
7				
8				
9				

SEAL AND SIGNATURE OF THE BIDDER