



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

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FORWARDING LETTER

Sub: IFB No. CQI4810P24 - Inviting bids for establishing a plant of 1 MW capacity for producing Green Hydrogen in Himachal Pradesh

Dear Sir(S),

1.0 OIL INDIA LIMITED (OIL), a Government of India “MAHARATNA” Category Enterprise, is engaged in Exploration, Production & Transportation of Crude Oil and Natural Gas and Production of LPG in India with participating interest in E&P sector in various overseas projects. OIL with intent to contribute towards Government of India’s efforts for clean and green fuel has established a total of 174.1 MW of Wind Energy Power Plants distributed over the states of Rajasthan, Gujarat, and Madhya Pradesh. OIL has also established two Solar Power Plants (SPP)s of capacity 14.0 MW in Jaisalmer, Rajasthan and 500 KW at Jorhat & 304 KW at different operational locations of OIL. As on date, a total of 188.904 MW of Renewable Energy is under OIL’s portfolio. Apart from the above OIL commissioned a Green Hydrogen Pilot Plant of capacity 100 Kw at Jorhat on 20.04.2022.

2.0 In connection with its operations, OIL invites Local Competitive Bids (LCB) from competent and experienced / approved Contractors / Firms for the mentioned work / service under **OPEN E-TENDER SINGLE-STAGE TWO BID SYSTEM** through OIL’s E- Procurement Portal: “<https://etender.srm.oilindia.in/irj/portal>” for ‘ **Establish a plant of 1 MW capacity in Himachal Pradesh for production of High Purity (99.999%) Green Hydrogen for commercial use.**’ 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.	:	CQI4810P24
(ii)	Type of Bid	:	Open Indigenous E-Tender, Single-Stage Two Bid System
(iii)	Bid Closing Date & Time	:	As mentioned in the E-procurement portal.
(iv)	Technical Bid Opening Date & Time	:	As mentioned in the E-procurement portal.

(v)	Price Bid Opening Date & Time	:	Will be intimated to the eligible/qualified bidders nearer the time.
(vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-Procurement Portal.
(vii)	Bid Opening Place	:	BD Department,
			Oil India Limited, Plot No. 19, Sector 16A, Noida- 201301, Uttar Pradesh, India.
(viii)	Bid Validity	:	120 days from date of Bid Closing. Note: In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their bid.
(ix)	Mobilization Period	:	30 days from the date of issue of LOA.
(x)	Bid Security/EMD Amount	:	₹ 1.35 Crores (INR One Crore Thirty Five Lakhs) only. Refer Clause No. 9.0 of Instruction to Bidder (ITB)
(xi)	Bid Security/EMD Validity	:	As mentioned in the E-procurement portal. (Minimum 150 days from original bid closing date).
(xii)	Original Bid Security to be submitted	:	Senior Manager(BD) BD Department, Oil India Limited, Plot No. 19, Sector 16A, Noida- 201301, Uttar Pradesh, India.
(xiii)	Amount of Performance Security	:	10% of Contract value. Refer Clause No. 24.0 of Instruction to Bidder (ITB)
(xiv)	Defect Liability Period	:	12 (Twelve) months from the date of handover as accepted and certified by OIL.
(xv)	Validity of Performance Security	:	03 (three) months beyond the defect liability period.

(xvi)	Location of job		Himachal Pradesh
(xvii)	Duration of the Contract	:	The duration of the contract shall be for a period of 18 months from the date of issue of LOA.
(xviii)	Quantum of Liquidated Damage for Default in Timely Mobilization / Completion	:	Refer Clause No. 30 of General Conditions of Contract (GCC) and Clause No. 39.0 of Special Condition of Contract (SCC).
(xix)	Bids to be addressed to	:	Senior Manager(BD) BD Department, Oil India Limited, Plot No. 19, Sector 16A, Noida- 201301, Uttar Pradesh, India.
(xx)	Pre-Bid conference	:	27.12.2023 AT 11.00 AM
(xxi)	Last Date of receipt of Queries	:	26.12.2023 (atleast 1 day before the pre-bid meeting)
(xxii)	Whether tendered quantities are splittable	:	No
(xxiii)	Deadline for subsequent queries after Pre-Bid Meeting	:	Any clarification/Queries relevant to the tender, if any, must be submitted by bidders within 29.12.2023 . Company will not be liable to respond to any such clarifications/queries for delay beyond 29.12.2023 .
(xxiv)	Extension of Bid Closing Date	:	The Company expects the bidders to adhere to the Bid submission end date timeline. Bidders are requested to refrain from seeking extension of “Bid Closing date” and such request for Bid Closing Date extension shall not be entertained by the Company. However, OIL at its discretion may extend the Bid Closing Date due to unforeseen circumstances.
(xxv)	Submission of Check list	:	Bidders have to mandatorily submit a duly filled CHECKLISTS FOR BEC-BRC and other relevant technical criteria along with the technical bid. If any bidder fail/declines to submit the completely filled checklist within the stipulated deadline will render the bid liable for rejection and will not be considered for further evaluation.

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

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

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

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

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

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

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

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

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

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

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

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

3.4 Details of process for submission of Bid Security (EMD) through the online payment gateway are available in Vendor User Manual under E-Procurement Portal. (**Note:** Important Points for on-line Payment can be viewed at Oil India's website at **URL:** <http://oil-india.com/pdf/ETenderNotification.pdf>).

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

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

- a. All costs for attending the Pre-Bid meeting shall be to prospective bidders' account.
- b. The bidders meeting following requirement shall only be considered for attending the pre-bid conference. • Bidders should depute their employees (preferably) who are competent to present their queries in the Pre-Bid Meeting. • While submitting queries before pre-bid meeting, bidder(s) shall be required to provide details (of its representative, who will attend pre-bid meeting and those persons only will be permitted to attend the pre-bid meeting. E-mail ids of personals nominated by prospective bidder for participating in the Prebid meeting may be forwarded to OIL officials (sksaikia@oilindia.in, rk_tamuli@oilindia.in , bddomestic@oilindia.in and [jyoti_sarkar@oilindia.in](mailto: jyoti_sarkar@oilindia.in)) at least 01 day prior to the Pre- Bid Meeting for issuing invitation for the meeting. The maximum number of persons that would be permitted per bidder for participation in pre-bid meeting shall be limited to two (2) persons.
- c. It is highly recommended that prospective bidders forward their pre-bid queries (if any) over e-mail to OIL officials at least 01 day prior to schedule date of pre-bid meeting so that clarification can be provided during the meeting itself. Any Queries received after the above stipulated date will not be accepted. In case of the days specified above happens to be a holiday in OIL, the next working day shall be implied.
- d. Further clarification on the bid documents subsequent to pre-bid meeting can be sought within 29.12.2023 and the same should be addressed to the email IDs sksaikia@oilindia.in, rk_tamuli@oilindia.in , bddomestic@oilindia.in and jyoti_sarkar@oilindia.in. Queries / Clarifications against the tender received after 08.10.2023 will not be entertained and replied to. OIL will

not be responsible for non-receipt or late receipt of any Bidder's query in OIL's office.

- e. Attending pre-bid meeting is optional. Non-attendance of the pre-bid meeting shall not be a cause for disqualification of the bidder.
- f. Any modification to the Bidding Documents, which may become necessary as a result of the pre-bid meeting, if agreed by OIL, shall be made by OIL through the issuance of an amendment to tender only.
- g. Bidder shall consider in his priced bid, all the pre-bid discussions and subsequent corrigenda issued if any, submitted on or before the bid closing date (BCD), which shall be firm and final. No revisions to the quoted price and no further queries will be allowed after the BCD.

5.0 Bid should be submitted online in OIL's E-Procurement site up to **11.00 AM (IST) (Server Time)** on the date as mentioned and will be opened on the same day at **3.00 PM (IST) (Server Time)** at BD Department, Noida in presence of the authorized representatives of the bidders.

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

6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. In the event of withdrawal of any bid within validity period, Oil India Limited will suspend the bidder for a period of two years without conducting any enquiry.

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

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

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

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

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

8.3 In case of Partnership Firm, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners (including the

Managing Partner), registered partnership agreement / deed and GSTIN number.

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

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

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

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

9.0 SCREEN SHOTS

RFx Response Number 60037504 RFx Number TESTARUP Status In Process Submission Dead 09 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

Bid Invitation/Auction Text

Bidder's Remarks

Purchaser's Remarks

▼ Attachments

▼ cFolder Attachments

Add Attachment Delete Verify Signature

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

Go to this Tab “Notes and Attachments” for Uploading “Price Bid”

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

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

Note:

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

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

10.0 Maintenance of Total bid value in the Response: For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing after price bid opening to those bidders whose price bids have been opened in the system. For tenders where **Detailed Price Information under RFx Information Tab is “No price”**, the Price Bid is invited through attachment form under “Notes & Attachment”. As per the existing process, Bidders must upload their pricing as per the “Price Bidding Format” under **“Notes & Attachment”**. Additionally the bidders must fill up the **on-line field “Total Bid Value”** under Tab Page **“RFx Information”** with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

The screenshot shows the 'Create RFx Response' form. At the top, there are tabs: Submit, Read Only, Print Preview, Check, Technical RFx Response, and Close. Below these, the form displays RFx Response Number 60038748, RFx Number 1396, RFx Owner BHARALI, and Total Value 0.00 INR. The main section has tabs for RFx Information, Items, and Notes and Attachments. Under RFx Information, there are sub-tabs: Basic Data, Questions, and Technical Attachments. The 'Event Parameters' section includes a 'Currency' dropdown set to 'Indian Rupee', a 'Detailed Price Information' dropdown set to 'No Price', and a 'Terms of Payment' field. A red box highlights the 'Total Bid Value' field, which is currently empty. Three callout boxes provide instructions: 'Bidder to select the currency of the Response' points to the Currency dropdown; '“Total Bid Value” is mandatory in “No Price” RFx' points to the Detailed Price Information dropdown; and '“Total Bid Value” considering all the taxes & duties.' points to the Total Bid Value field.

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

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

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

12.0 The successful bidder shall furnish a Performance Security Deposit for the amount as mentioned under **Clause 2.0 (xiii)** above and as indicated under **Para 24.0 of ITB / 10.0 of GCC** before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion

of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

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

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

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

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

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

18.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA: Subject to Order No. F. No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India, Bidders should take note of the following:

18.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)]. Further, any bidder (including bidder from bidder) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender.

18.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

18.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

18.4 The beneficial owner for the purpose of para 18.3 above will be as under:

18.4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

18.4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

18.4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

18.4.4 Where no natural person is identified under (18.4.1) or (18.4.2) or (18.4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

18.4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

18.5 An Agent is a person employed to do any act for another, or to represent

another in dealings with third person.

18.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration as per **Exhibit-I** in this respect to be submitted by the bidder.

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

18.8 The bidders to provide an undertaking as per **Exhibit-II and Exhibit - III** along with their bid complying with Clause No. 18.1 above. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

19.0 INTEGRITY PACT: The Integrity Pact is applicable against this tender:

19.1 OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “PART-VI- Integrity Pact” of the tender 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 Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid.

19.2 Note: Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, E-mail: ams057@gmail.com, Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC, E-mail: tmbhasin@gmail.com & Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA, email id: rpawar61@hotmail.com, ramphal.pawar@ips.gov.in; have been appointed as Independent External Monitors.

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

Thanking
you. Yours
faithfully,
OIL INDIA LIMITED

(JYOTI SARKAR)
Sr. MANAGER (BD)
For EXECUTIVE DIRECTOR (BD)

Date:18.12.2023

INSTRUCTIONS TO BIDDERS

1.0 ELIGIBILITY OF THE BIDDER:

- 1.1** The eligibility of the bidder are listed under BID EVALUATION CRITERIA – BID REJECTION CRITERIA (BEC-BRC) of the tender document.
- 1.2** Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.0 BID DOCUMENTS:

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

- i. A Tender Forwarding Letter.
- ii. Instructions to Bidders (ITB)
- iii. Bid Evaluation Criteria - Bid Rejection Criteria (BEC-BRC)
- iv. General Conditions of Contract (GCC): PART-I
- v. Schedule of Work, Unit & Quantity (SOQ): PART-II
- vi. Special Conditions of Contract (SCC) : PART-III
- vii. Scope of Work – PART - IV
- viii. Safety Measures (SM): PART-V
- ix. Integrity Pact (IP): PART-VI
- x. Bid Form: PROFORMA-I
- xi. Statement of Non-Compliance: PROFORMA-II
- xii. Authorisation for Attending Bid Opening: PROFORMA-III
- xiii. PROFORMA of Letter of Authority: PROFORMA-IV
- xiv. PROFORMA for E-Remittance: PROFORMA-V
- xv. Bid Security (Bank Guarantee Format)-PROFORMA-VI
- xvi. Format of Performance Security: PROFORMA-VII
- xvii. Agreement Form: PROFORMA-VIII
- xviii. Format of undertaking by Bidders towards submission of authentic information / documents: PROFORMA-IX
- xix. Certificate of Compliance of Financial Criteria: PROFORMA-X
- xx. Certificate of Annual Turnover & Net Worth: PROFORMA-XI
- xxi. Undertaking by vendor on submission of bank guarantee: PROFORMA-XII
- xxii. Format of BG towards Purchase Preference-Local Content: PROFORMA-XIII
- xxiii. Undertaking For Local Content- PROFORMA-XIV
- xxiv. ~~Format For Hindrance Register: PROFORMA-XV~~
- xxv. Financial Standing Declaration: PROFORMA-XVI
- xxvi. Declaration that bidder is not under Holiday list/Blacklisted, etc.: PROFORMA- XVII
- xxvii. Declaration for confirmation of Term/Fixed Deposit: PROFORMA-XVIII
- xxviii. EXHIBIT- I & II
- xxix. Price Bidding Format (Attached under “**Notes and Attachments**” tab in the main bidding engine of OIL’s E-Tender portal)
- xxx. Technical Evaluation Sheet for BEC-BRC & others
- xxxi. Commercial check List

- 2.2** The bidder is expected to examine all instructions, forms, terms and specifications

in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

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

3.0 TRANSFERABILITY OF BID DOCUMENTS:

- 3.1** Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.
- 3.2** In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.
- 3.3** Unsolicited bids will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BID DOCUMENTS:

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

5.0 PREPARATION OF BIDS:

- 5.1** Language of Bids: The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.
- 5.2** Bidder's / Agent's Name & Address: Bidders should indicate in their bids their detailed postal address including the Fax / Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in India, if any.
- 5.3** Documents comprising the bid: Bids are invited under **Single-Stage Two-Bid**

System. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:

- a) Technical Bid (to be uploaded in "Technical Attachments" tab): Complete technical details of the services offered.
- b) Documentary evidence established in accordance with Clause No. 8.0.
- c) Bid Security (scanned) in accordance with Clause No. 9.0 hereunder. Original Bid Security should be sent as per Clause No. 9.2 (c) below.
- d) Bid Form as per **PROFORMA-I**.
- e) Statement of Non-compliance as per **PROFORMA-II**.
- f) Integrity Pact, digitally signed by OIL's competent personnel as **PART-VI**.
- g) **PROFORMA-IV** attached with the bid document to be signed by the bidder's authorized representative.
- h) All other relevant Undertakings and PROFORMAS as applicable as part of Bid.

Note: **No price should be mentioned in the Technical Bid being uploaded in "Technical Attachments" tab. If any price is mentioned by the bidder in their Technical bid, then their bid will be rejected straightway.**

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

Note: The Price Bid Format containing the prices along with the currency quoted and any other commercial information pertaining to the service offered.

6.0 BID FORM: The bidder shall complete the Bid Form as per PROFORMA – I and upload the same along with their Technical bid.

7.0 BID PRICE:

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

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

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

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS: These are listed in BEC-BRC of the tender documents.

9.0 BID SECURITY

9.1 Bidder shall furnish as part of its bid, Bid Security for the amount as specified in the

"Forwarding Letter".

- 9.2** The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture of the Bid security, pursuant to sub-para 9.7 below.
- 9.3** All the bids must be accompanied by Bid Security for the amount as mentioned in the Bid document and shall be in any one of the following forms:
- (a) A Bank Guarantee in the prescribed format issued from any scheduled Indian Bank or any Branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank only will be acceptable.
- Bank Guarantee issued by banks in India should be on non-judicial stamp paper/Franking receipt of requisite value as per Indian Stamp Act, purchased in the name of the Banker or the bidder.
- Bank Guarantee shall be valid for 150 days from the scheduled bid closing date.**
- Bank guarantee with any condition other than those mentioned in OIL's prescribed format shall not be accepted and bids submitted by bidders with such Bank guarantee will be liable for rejection.
- Bank Guarantee should be so endorsed that it can be invoked at the issuing bank's branch located at Noida or alternatively at Delhi.
- (b) DD / Bank draft / Cashier cheque in favour of OIL INDIA LIMITED and payable at NOIDA/Delhi.
- (c) Bid Security amount through mode of NEFT or RTGS may be deposited on or before bid closing date and time to the following designated OIL's bank account:

Bank Details of Beneficiary: OIL INDIA LIMITED		
a	Bank Name	STATE BANK OF INDIA
b	Branch Name	CAG BRANCH II, New Delhi
c	Branch Address	4 TH AND 5 TH FLOOR, REDFORT CAPITAL PARSVNATH TOWERS, BHAI VEER SINGH MARG, GOLE MARKET, NEW DELHI-110001
d	Bank Account No.	30192825337
e	Type of Account	Cash Credit/Overdraft
f	IFSC Code	SBIN0017313
g	MICR Code	110002562

If the Bid security is submitted through NEFT or RTGS mode, the bidder must upload following details along with their un-priced techno-commercial bid:

Name of Banker

Branch Name & code of the Banker

Deposited Amount

UTR Number

Tender Number

Screenshot/proof of confirming the transfer of amount.

(Note: In case of online submission of Bid security by bidder, the amount will be refunded only after adjusting bank charges, if any. The bank charges will be to bidder's account. However, the Bid Security will be governed by the terms and conditions of the Bid document).

- 9.4** Any Bid not accompanied by a proper bid security in accordance with above-mentioned sub-

clauses 9.1 & 9.3, shall be rejected outright by the Company as non-responsive without any further reference.

- 9.5** Bid Security of unsuccessful bidders will be discharged after finalization of the tender.
- 9.6** Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing valid and proper Performance Security to OIL (if applicable) as per the contract. Successful bidder will however, ensure validity of the Bid Security till such time the Performance Security (if applicable) in conformity to relevant clause of tender is furnished.
- 9.7** The Bid Security shall be forfeited:
- (a) If a Bidder withdraws their Bid during the period of (including any subsequent extension) specified by the Bidder or any extensions thereof agreed to by the bidder, and / or
 - (b) If the bidder having been notified of the acceptance of their bid by the Company during the validity period of the bid including extension agreed to by the bidder:
 - i) Fails or refuses to accept LOA/contracts and /or
 - ii) Fails or refuses to furnish Performance Security.
 - (c) If a bidder furnishes fraudulent document / information in their bid and subsequent clarification against the tender /contracts.
- 9.8** The scan copy of the original Bid Security in the form of bank guarantee/DD/Banker Cheque/ Cashier cheque shall be uploaded by the bidder along with their Bid in GEM portal. The original Bid Security shall be submitted by bidder in a sealed envelope & must drop in the Tender Box, placed at the office of General Manager (Contract & Purchase), Oil India Limited, Corporate Office, Plot No. 19, Sector-16A, Noida on or before Bid closing date & Time, failing which the bid shall be rejected outright. Tender No. & Bid Closing date & Name of bidder must be written on the envelope containing the Bid Security for proper identification.
- 9.9** In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited, and the party shall be debarred from participating in future tenders for a period as per Company's policy.
- 9.10** Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission on the amount of Bid Security.
- 9.11** The bidder shall extend the validity of the Bid Security, if and when specifically advised by OIL, at the bidder's cost.
- 9.12** In case any Bid security in the form of Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders for the period to be decided by Company.
- 9.13** In case a bidder does not accept the LOA /Contract issued within the validity of their offer, the Bid Security shall be forfeited and the party shall be debarred from participating in future tenders for a period to be decided by company.
- 9.14** The Bank guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone.
- 9.15** Bidders claiming waiver of Bid Security shall upload supporting documents as mentioned in **Para No. 10.0** below along with technical bid.

10.0 EXEMPTION FROM SUBMISSION OF BID SECURITY: In case any bidder is exempted from paying the Bid security, they should upload the supporting documents along with their technical bid. The detailed guidelines for exemption of the Bid security are given below.

- a. **Govt. Department & Public Sector Undertaking (PSUs)** are exempted from submission of bid security.

Note:

- i. Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant Document/Certificate towards exemption of EMD, issued by appropriate authority.
- ii. The Purchase Preference Policy for MSE bidders shall **not** be applicable in this tender.

11.0 PERIOD OF VALIDITY OF BIDS

11.1 Bids shall remain valid as per the requirement mentioned in forwarding letter from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for **120 days** from Bid Closing Date.

11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in

writing through Fax or e-mail. A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their Bid.

12.0 SIGNING & SUBMISSION OF BIDS:

12.1 Signing of bids:

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

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

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same.

In case the digital signature is not of “Class-3” with organization name, the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

- 12.1.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The Letter of Authority (as per **PROFORMA-IV**) shall be indicated by written Power of Attorney accompanying the Bid.
- 12.1.3 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has / have digitally signed the Bid.
- 12.1.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.

12.2 Submission of bids:

The tender is processed under **Single Stage Two-Bid System**. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL’s e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL’s E-Tender Portal, detailed instructions is available in “User Manual” available in OIL’s E-Tender Portal. Guidelines for bid submission are also provided in the “Forwarding Letter”. The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the “Technical Attachment” Tab Page only. Prices to be quoted as per Price Bid Format and should be uploaded as ‘Attachment’ under “Notes & Attachments” Tab. No price should be given in the “Technical Attachment”, otherwise bid shall be rejected. The priced bid submitted in physical form shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super-scribing the Tender no., Brief Description of services and Bid Closing/Opening date & Time along with the bidder’s name and should be submitted to Senior Manager(BD),BD Department,Oil India Limited, Plot No. 19, Sector 16A, Noida- 201301, Uttar Pradesh, India.on or before 12.45 Hrs (IST) on the bid closing date indicated in the IFB:

- a) Printed catalogue and literature if called for in the bid document.
- b) Any other document required to be submitted in original as per bid document.

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

- 12.2.1 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per **PROFORMA-II** of the bid document and the same should be uploaded along with the Technical Bid.
- 12.2.2 Timely delivery of the documents in physical form as stated in Para 12.2 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.

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

13.0 DEADLINE FOR SUBMISSION OF BIDS:

- 13.1** Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.
- 13.2** No bid can be submitted after the submission deadline is reached. The system time displayed on the e-procurement web page shall decide the submission deadline.
- 13.3** The documents in physical form as stated in Para 12.2 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.

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

15.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 15.1** The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has / have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.
- 15.2** No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 15.3** No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval by a Bidder shall be debarred from participation in future tenders of OIL.

- 16.0 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.

17.0 BID OPENING AND EVALUATION:

- 17.1** Company will open the Bids, including submission made pursuant to Clause 12.2, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per **PROFORMA-III**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one

representative against each Bid will be allowed to attend.

- 17.2** In technical bid opening, only “Technical Attachment” will be opened. Bidders therefore should ensure that technical bid is uploaded in the “Technical Attachment” Tab Page only in the E-portal.
- 17.3** In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 17.4** Bids which have been withdrawn pursuant to **Clause 15.0** shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Security Declarations have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 17.5** At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security Declaration and such other details as the Company may consider appropriate.
- 17.6** 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.
- 17.7** Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 17.8** 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.
- 17.9** 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.
- 18.0** **OPENING OF PRICED BIDS:**
- 18.1** In case of composite bid system, Price bids will be opened on the scheduled bid closing date itself.
- 18.2** In case of two-bid system, Company will open the Priced Bids of the techno-

commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance.

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

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

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.

19.0 EVALUATION AND COMPARISON OF BIDS: The Company will evaluate and compare the bids **as per BEC-BRC** of the Tender Documents.

19.1 Discounts / rebates:

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

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

20.0 CONTACTING THE COMPANY:

20.1 Except as otherwise provided in **Clause 17.0** 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 17.6.

20.2 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.

21.0 AWARD OF CONTRACT:

21.1 **Award criteria:** The Company will award the Contract to the successful Bidder as per the **evaluation criteria mentioned under BEC-BRC** of the tender document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

22.0 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.

23.0 NOTIFICATION OF AWARD:

- 23.1** 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.
- 23.2** The notification of award will constitute the formation of the Contract.
- 23.3** Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 24.0 below, the Company will promptly notify each un-successful Bidder.
- 24.0 PERFORMANCE SECURITY:** Successful bidder has to submit Performance Security amount as mentioned in Forwarding Letter, within fourteen (14) days from the date of issue of Letter of Award (LOA).
- 24.1** (a) The Performance Security should be submitted in the form of irrevocable Bank Guarantee **(as per Proforma-VII)** issued by Nationalized or Scheduled Bank in favour of M/s. Oil India Limited and payable at Noida/Delhi. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. Duly filled 'Undertaking' towards details of BG **(Format attached as Proforma-XII)** must be submitted along with original copy of PBG.
- (b) Alternately, the Performance Security can also be paid through Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt (Account OIL INDIA LIMITED)/irrevocable Letter of Credit/NEFT/RTGS/Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to designated account of OIL.
- i. If the Performance Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" payable at Noida/Delhi.
- ii. Performance Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to the following designated OIL's bank account:

Bank Details of Beneficiary: OIL INDIA LIMITED		
a	Bank Name	STATE BANK OF INDIA
b	Branch Name	CAG BRANCH II, New Delhi
c	Branch Address	4TH AND 5TH FLOOR, REDFORT CAPITAL PARSVNATH TOWERS, BHAI VEER SINGH MARG, GOLE MARKET, NEW DELHI-110001
d	Bank Account No.	30192825337
e	Type of Account	Cash Credit/Overdraft
f	IFSC Code	SBIN0017313
g	MICR Code	110002562

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

b. Submission of performance security in the form of Electronic Bank Guarantee (e-BG):

Bidders/Contractors are advised to submit the e-BG from any of the following banks presently providing facility to issue an e-BG:

Sl. No.	Bank Name	Sl. No.	Bank Name
1	Axis Bank Limited	8	IDFC First Bank
2	Bank of Baroda	9	Indian Bank
3	Canara Bank	10	Indian Overseas Bank
4	Federal Bank	11	IndusInd Bank
5	HDFC Bank Limited	12	State Bank of India
6	ICICI Bank Limited	13	South Indian Bank
7	IDBI Bank	14	Yes Bank
Other Banks to be notified from time to time by NeSL			

BENEFICIARY DETAILS FOR ISSUE OF ELECTRONIC BANK GUARANTEE (e-BG)		
A	Name	OIL INDIA LIMITED
B	PAN	AAAC02352C
C	Date of Incorporation	18-02-1959
D	Email ID	jyoti_sarkar@oilindia.in
E	Mobile No	8876752701
F	Local Address	Plot No. 19, Near Film City, Sector 16A, Noida - 201301
G	Registered Address	Duliajan, Dibrugarh, Assam- 786602

c. In case of Bidders submitting Performance Security in the form of Bank Guarantee/Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter

of Credit, the original hard copy of Performance Security shall be submitted within the time frame as stipulated in the LOA.

d. In case of Bidders submitting Performance Security in the form of Fixed/Term Deposit, bidders have to submit a declaration as per the format prescribed in **PROFORMA-XVIII**. Further, the bidder may arrange the confirmation mail regarding issue of fixed deposit with the following details directly from bank's official e-mail id to Oil India's following e-mail id [dtarafter@oilindia.in](mailto: dtarafter@oilindia.in) and

ivyoti_sarkar@oilindia.in

FD No.	Issue Date	Maturity Date	FD Amount	Beneficiary/Contract or Name	Whether above FD is pledged in favour of 'Oil India Limited' (Yes/No)	FD amount pledged (in ₹) as per bank's books of account	Mode of FD Renewal (Auto Renewal/Auto closure)	Remarks (if any) of the issuing Bank

e. No other mode of payment other than the mode covered under Point Nos. a, b. & c. will be accepted by the Company.

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

24.3 The Bank Guarantee issuing bank branch shall ensure the following:

The Bank Guarantee issued by the bank shall 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 (indicating the Contract Number) by the BG issuing bank branch to HDFC Bank Limited, E13/29 IFS Code – HDFC0000003; SWIFT Code – HDFCINBB; Branch Address: HDFC Bank Limited, E-13/29, 2nd Floor, Harsha Bhavan, Middle Circle, Connaught Place, New Delhi 110001

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

b) Further correspondence against BG towards Performance Security must contain the Contract Number.

24.4 This Performance Security must be valid for **90 (Ninety) days** after the date of expiry of the contract period / defect liability period (if any). In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

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

25.0 SIGNING OF CONTRACT:

25.1 At the same time as the Company notifies the successful Bidder that its Bid has

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

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

25.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. In case the Bidder fails to sign the contract or submit the Performance Security within the stipulated time as defined in the tender document, Oil India Limited will suspend the Bidder for a period of two years without conducting any enquiry.

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

27.0 MOBILIZATION AND ADVANCE PAYMENT:

27.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilization 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.

27.2 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 mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.

27.3 In the event of any extension to the mobilization 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.

28.0 GOODS AND SERVICES TAX:

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

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

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

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

OIL will reimburse the GST to the Supplier of Goods / Services (Service Provider) at

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

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

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

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

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

28.5 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods / services as per GST (Goods & Service Tax) Act should be correctly done by the

contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.

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

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

28.8 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST / UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

28.9 OIL will prefer to deal with registered bidder 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.

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

28.11 The Supplier of Goods / Services may note the Anti-profiteering Clause (Clause

No. 12.5) of Part-I GCC and quote their prices accordingly.

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

29.0 INTEGRITY PACT:

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

29.2 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of Independent External Monitors (IEMs) in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract.

29.3 OIL has appointed Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA, Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC and Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, Govt. of India as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:

- a. Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA
E-mail ID: rpawar61@hotmail.com & ramphal.pawar@ips.gov.in
- b. Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC
E-mail ID: tmbhasin@gmail.com
- c. Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, Govt. of India
E-Mail ID: ams057@gmail.com

30.0 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.

31.0 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.

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

BID EVALUATION CRITERIA (BEC):

The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid.

1.0 Eligibility Criteria

- 1.1** Bidder shall be a manufacturer or a channel partner of the manufacturer of Water Electrolyser technology (Alkaline Water Electrolyser (AEL) or Anion Exchange Membrane (AEM) or Proton Exchange Membrane (PEM) or Alkaline Membrane Solid Electrolyser (AMSE) or Solid Oxide Electrolyser (SOE) technology). The Manufacturer or the Channel partner should have supplied at least one unit of electrolyser based on Water Electrolysis technology in India in last 10 years and should have been in successful operation for at least 3 (three) months prior to the original bid closing date.

OR

- 1.2** Bidder shall be an EPC (Engineering, Procurement and Construction) Contractor having past experience of successfully completing Industrial project(s) as EPC in the field of Green Hydrogen Generation Plant / Power / Metal / Oil & Gas / Chemical / Petrochemical / Pipeline / Fertilizer during last 10 years prior to the original bid closing date.

AND

The bidder (EPC) should have a Deed of Joint Undertaking (DJU) with an Indian or foreign Manufacturer or channel partner who meets the Technical Criteria as mentioned in Clause (1.1) above for supply of Electrolyser. The Deed of Joint Undertaking (DJU) between EPC and Manufacturer or channel partner shall be strictly as per the format enclosed with the Tender Document, which shall be valid for minimum 5 (Five) years from the original bid closing date.

Notes for Eligibility Criteria:

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

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India and as amended time to time with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any) shall be applicable. If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate. Whether or not the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage: (a) Without specifying the unit rates and bid amount in the technical bid, the bidder must specify the percentage (%) of local content in their bid as per format prescribed in **PROFORMA-XIV** (duly signed & sealed by the Power of Attorney holder), without which the bid may be rejected being non-compliant. Such undertaking shall become a part of the contract, if awarded. (b) Along with the technical bid, bidder must submit a copy of their Certificate of Incorporation/Registration or any other valid document(s) which substantially establishes its constitution in India.

- (b) Eligibility Criteria in case bid is submitted by Indian Subsidiary of foreign company on the basis of technical experience of the foreign company (Supporting Company) who is an Electrolyser Manufacturer and holds more than fifty percent of the paid-up share capital of the bidder company or vice versa:
- i. Offers of those Indian Subsidiaries (who are not a consortium /LLP) who themselves do not meet the technical criteria as stipulated in the BEC (clause no. 1.1 above) and are quoting based on the technical experience of their Foreign Company (Supporting Company) who is manufacturer of Water Electrolyser Technology can also be considered. In such case the Supporting Company should hold more than fifty percent of the paid-up share capital of the bidding company or vice versa.
 - ii. However, the Supporting Company should on its own meet the technical experience as stipulated in the BEC and should not rely on any other company or through any other arrangement like technical collaboration agreement.
 - iii. In that case as the bidding company (i.e., Indian Subsidiaries) is dependent upon the technical experience of foreign company (Supporting Company) with a view to ensure commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the following Agreements/ Guarantees/ Undertakings along with the techno-commercial bid:
 - An Agreement (as per format enclosed at Annexure-E) between the bidder and the Supporting Company.
 - Guarantee (as per format enclosed at Annexure-F) by the Supporting Company to OIL for fulfilling the obligation under the Agreement along with certificate issued by Company Secretary of Supporting Company/ Guarantor.

- Undertaking by Supporting Company to provide a Performance Bank Guarantee [as per format for PBG (Import) equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder.
- iv. In such case bidding company shall furnish an undertaking that their foreign based Supporting Company is not having any Permanent Establishment in India in terms of Income Tax Act of India.
- v. Undertaking from the Supporting Company to the effect that in addition to invoking the PBG submitted by the bidding company, the PBG provided by Supporting Company shall be invoked by OIL due to non-performance of the bidding company.

Notes to (b) above :

- In case Supporting Company fails to submit Bank Guarantee as per (iv) above, EMD/SD submitted by the bidder shall be forfeited.
- The Financial and Technical BEC (clause 2.0 and Clause 3.0 below) of tender is to be met by bidding company (i.e., Indian Subsidiaries) on their own.

c) Foreign/ Indian Electrolyser Manufacturer shall be required to manufacture parts /components of Electrolyser system [which means the Stack, Rectifier, Feed water preparation section, Separator, Dryer/ purification and its pump, Exchangers & compressor (as applicable)] in India of value at least 20% of the total cost of Electrolyser system quoted by bidder against SOQ item-10.

Documents Required:

- i. Bidder shall submit an undertaking – (a) confirming adherence to the percentage requirement of Make in India components in the offered Electrolyser System and (b) indicating list of components to be manufactured in India.
 - ii. A certificate from the Statutory Auditor / Cost Auditor / Cost Accountant / Chartered Accountant (not being an employee / Director of the company) providing the percentage of Make in India component present in offered Electrolyser System, in support of undertaking submitted by bidder against sl. no. (i) Above.
- d) Channel Partner: A Channel Partner is defined for this project as an entity that has a valid authorization/ agreement for a minimum period of 5 (Five) from the original bid closing date, with a Water Electrolyser Manufacturer to market/supply/assemble/ manufacture/maintain sells the manufacturer's products.
- e) In case bidder is channel partner of manufacturer who is not meeting the Technical Criteria as mentioned in 1.1 on its own, can qualify based on the experience of said manufacturer who meets the Technical Criteria as mentioned above.
- f) A Manufacturer can submit bid individually or may tie up with bidding company (i.e., Indian Subsidiary/Channel Partner/ EPCs) but both options

cannot be availed by a single manufacturer.

g) Sub-contract orders shall not be acceptable/considered.

h) A job executed by a Bidder for its own plant/projects cannot be considered as experience for the purpose of meeting the requirement of BC of the tender. However, jobs executed for Subsidiary/Fellow subsidiary/Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by statutory auditor of the Bidder towards payments of statutory taxes in support of the job executed for the Subsidiary/Fellow subsidiary/Holding company. Such Bidder should submit these documents in addition to the documents specified in the bidding document to meet BEC.

i) Bidder shall have single point responsibility for completion of scope covered in the tender.

SUPPORTING DOCUMENTATION REQUIREMENTS FOR ELIGIBILITY CRITERIA

BEC Clause	Description	Documents required for qualification
1.1	Experience (Manufacturer /Indian Subsidiary of Foreign Manufacturer / Channel Partner)	<p>The Bidder shall furnish documentary evidence as below:</p> <p>i) Proof towards manufacturer of an Alkaline Water Electrolyser (AEL) or Anion Exchange Membrane (AEM) or Proton Exchange Membrane (PEM) or Alkaline Membrane Solid Electrolyser (AMSE) or Solid Oxide Electrolyser (SOE) technology based Green Hydrogen Generation System.</p> <p>ii) In case bidder is Indian Subsidiary of Foreign Manufacturer, Agreements/ Guarantees/ Undertakings as mentioned in clause 1.3 above and all the documents of Manufacturer who meets the Technical Criteria mentioned in clause no. (1.1) and as mentioned above.</p> <p>iii) In case item to be supplied through Channel Partner, relevant valid authorization/ agreement with technology provider, valid till 5 years from from the original bid closing date.</p> <p>iv) Work order/ Letter of Acceptance along with schedule of rates and scope of work.</p>

		<p>v) Completion Certificate issued by End Customer.</p> <p>vi) Certificate of successful operation for at least 3 (three) months prior to the original bid closing date from End user/ Owner. The certificate shall indicate the type of Electrolyser, its capacity, start-up date and current system operating status. Documents shall indicate name, contact number & e-mail id of the end customer. In case of requirement, Bidder/Water Electrolyser Manufacturer shall facilitate interaction with the end customer.</p> <p>vii) Qualification Data to be filled in by Manufacturer /Channel Partner in ANNEXURE: A as per Clause No. 1.1</p>
1.2	Experience: (EPC)	<p>The Bidder submitting bid as per 1.2 shall furnish documentary evidence as below:</p> <p>i) Proof (i.e., copy of Work order & completion certificate issued by client) towards having executed Industrial Project(s) as EPC in the fields of Green Hydrogen Generation Plant / Power / Metal / Oil & Gas / Chemical / Petrochemical/ Pipeline/ Fertilizer in last 10 years prior to the original bid closing date.</p> <p>ii) The Deed of Joint Undertaking (DJU) between EPC and Manufacturer or channel Partner shall be strictly as per the format enclosed with the Tender Document, which shall be valid for minimum 5 (five) years from the original bid closing date.</p> <p>iii) All the documents of Manufacturer who meets the Technical Criteria mentioned in clause no. 1.1 and as mentioned above.</p> <p>iv) Qualification Data to be filled in by EPC contractor in ANNEXURE: B as per Clause No. 1.2</p> <p>v) Qualification Data to be filled by Manufacturer or Channel Partner with whom EPC contractor is having a valid Deed of Joint Undertaking in ANNEXURE: C as per Clause No. 1.2 of BEC.</p>

		vi) Format for deed of joint undertaking (between EPC and Electrolyser Manufacturer or channel partner) in ANNEXURE:D as per Clause No. 1.2 of BEC
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2.0 TECHNICAL CRITERIA: Bidder i.e., manufacturer/channel partner/(EPC) company, shall have past experience of having successfully completed similar works** during last 10 years, from the original bid closing date; should be any one of the following:

- One similar work costing not less than Rs. 8.3 Cr. (excl. taxes)

**Similar work” means completed Industrial projects in the field of Green Hydrogen Generation Plant / Power / Metal / Oil & Gas / Chemical / Pipeline / Petrochemical / Fertilizer.

Notes on 2.0 above:

- a) Sub-contract orders shall not be acceptable/ considered in support of Past Experience Criteria
- b) Exchange rate for Conversion of Currency for evaluation of document submitted by bidders which are in other currency than specified in BEC shall be RBI/FBIL published rate prevailing on the date of award of contract.
- c) Only documents (Work Order, Completion certificate, etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.

(d) For proof of requisite experience, the following documents must be submitted along with the bid:

- (i) Copy of contract document or work order documents showing details of work.
AND
- (ii) Completion Certificate showing gross value of the job/service, description of job/service and duration of the contract.
OR
- (iii) Bank statement for payment received against invoice (s) raised for the work / TDS certificate.

3.0 Financial Criteria of BEC:

Following financial criteria shall be met by the bidder:

3.1 Annual Turnover Criteria: The Annual Turnover of the bidder during any of the last 03 financial years, viz., FY 2020-2021, FY 2021-22 & FY 2022-23, should be at least Rs. 8.3 Crores as per the audited financial results.

3.2 Net worth Criteria: Net worth of bidder must be positive for preceding financial/ accounting year.

Note:

- Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).
- Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"
- The Net worth to be considered against the clause above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of The Companies Act, 2013.

Notes to BEC Clause 3.0 above:

a. For proof of Annual Turnover & Net worth, any one of the following documents/photocopies must be submitted along with the bid:

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

OR

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

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

b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **PROFORMA-IX**.

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.

- d.** In case the bidder is a Government Department, they are exempted from submission of document mentioned under para **a.** and **b.** above.
- e.** Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Para 3.0.
- f.** Financial criteria are required to be met by only prime bidding company. [For clarification, if the Bidder is Water Electrolyser Manufacturer, then it shall be fulfilled by the Water Electrolyser Manufacturer Company. If the Bidder is Channel Partner, it shall be fulfilled by the Channel Partner. If the Bidder is EPC Company, then it shall be fulfilled by EPC Company.
- g.** Exchange rate for Conversion of Currency for evaluation of documents (as applicable) submitted by bidders for Financial Criteria of BEC which are in other currency than specified in BEC shall be as follows:
 - Annual Turnover: Average of RBI/FBIL published rate prevailing on the First date and Last date of the respective Financial Year.
 - Net-Worth: RBI/FBIL published rate prevailing on the Last date of the respective Financial Year.

4.0 Commercial Evaluation Criteria:

- 4.1 Power of Attorney:** Bidder must be a Single Person/Entity (whether Manufacturer/ Channel Partner/Indian Subsidiary of Foreign Supporting Company/EPC), the Power of Attorney (PoA) to be issued by the bidder in favour of the authorized employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder shall be as per the constitution of the bidder as below:
 - i. In case of Proprietorship: by Proprietor
 - ii. In case of Partnership: by all Partners or Managing Partner
 - iii. In case of Public / Limited Company: PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.

- 4.2 Bids from Limited Liability Partnership (LLP) /Joint Venture (JV)/Consortium are not acceptable.
- 4.3 Bids are to be submitted under **Single-Stage Two-Bid System** i.e., Un-priced Techno-Commercial Bid and Price Bid in their respective fields in e-tender portal. Only the price Bid should contain the quoted price. **There should not be any indication of price in the Un-priced Techno-Commercial bid; otherwise, the bid shall be rejected straightway.**
- 4.4 The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non- responsive and rejected.
- 4.5 Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable.
- 4.6 Any bid received in the form of Physical document/ Telex/ Cable/ Fax/ E- mail will not be accepted.
- 4.7 Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.
- 4.8 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the authorized signatory. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
- 4.9 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 4.10 Bids are invited under **Single-Stage Two-Bid System** i.e. Un-priced Techno-Commercial Bid and Price Bid separately. Bidders must submit both "Technical" and "Price" Bids in electronic form through online OIL's e-tender portal accordingly within the Bid Closing Date and time stipulated in the e-tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications of the tender under **"Technical Attachment"** Tab and the Priced Bid as per the **PRICE BID FORMAT attached** under **"Notes and Attachments"**.
- 4.11 Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:

- (i) Firm price
- (ii) EMD / Bid Security/Bid Bond
- (iii) Period of validity of Bid
- (iv) Price Schedule
- (v) Performance Bank Guarantee / Security deposit
- (vi) Delivery / Completion Schedule
- (vii) Scope of work
- (viii) Guarantee of material / work
- (ix) Liquidated Damages clause
- (x) Tax liabilities
- (xi) Arbitration / Resolution of Dispute Clause
- (xii) Force Majeure
- (xiii) Applicable Laws
- (xiv) Specifications
- (xv) Integrity Pact

4.12 Bid received with validity of offer less than **120 (One Hundred Twenty)** days from the date of Technical Bid opening will be rejected. Bidder must submit a declaration regarding bid validity as per the format prescribed in **PROFORMA-I**.

4.13 Bid Security must be furnished (except those exempted) as a part of the Techno- Commercial Un-priced Bid. The amount of bid security should be as specified in the Forwarding Letter. Any bid not accompanied by a proper bid security will be rejected straightway.

Note:

- (i) In case the Bidder submits Bid security in the form of Bank Guarantee (BG), the BG must be valid for **minimum 150 days** from the original bid closing date.
- (ii) In case of extension of Bid closing/ Opening Date, Bid Security validity should be extended suitably by the bidder, as and when advised by OIL.

4.14 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **PART-VI** of the tender 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 Un-Priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

4.15 Verification and Certification of documents by Independent Third-Party Inspection Agencies:

- a. OIL INDIA LIMITED (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify various documents required against BEC of the tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. RINA India Pvt. Ltd.	a. ssd@rina.org b. Andrea.Vattuone@rina.org
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. info@rcaindia.net
iii.	M/s. DNV Inspection India Pvt. Ltd.	a. amr.el-shirbini@dnv.com b. sherif.helmy@dnv.com c. raikar.rajesh@dnv.com
iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. Jaimin.Bhatt@tuv-sud.in b. sanjaykumar.singh@tuv-sud.in c. Pankaj.Narkhede@tuv-sud.in d. Ajit.Yadav@tuv-sud.in
v.	M/s. IRCLASS Systems and Solutions Private Limited	a. abhishek.singh@irclass.org b. pradeep.bansal@irclass.org c. Asim.Hajwani@irclass.org d. Amit.Ketkar@irclass.org e. industrial_services@irclass.org
vi.	M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.	a. contact@gulflloyds.com b. bbhavsar@gulfllyods.com c. inspection@gulflloyds.com d. gulflloyds.india@gmail.com
vii.	M/s. TUV India Private Limited	a. salim@tuv-nord.com b. delhi@tuv_nord.com
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.Deotale@ind.tuv.com b. ravi.kumar@ind.tuv.com c. rupeshkumar.singh@ind.tuv.com d. Neeraj.Chaturvedi@ind.tuv.com
ix.	M/s. Bureau Veritas (India) Private Limited	a. udit.chopra@bureauveritas.com b. vishal.sapale@bureauveritas.com c. dinesh.sukhramani@bureauveritas.com d. p.sridhar@bureauveritas.com e. hariprasad.jhawar@bureauveritas.com f. amit.shaw@bureauveritas.com g. business.support@bureauveritas.com h. labhanshu.sharma@bureauveritas.com i. pramodkumar.yadav@bureauveritas.com j. sonal.lad@bureauveritas.com k. bvindia.corporate@in.bureauveritas.com

The Bidders have to get verified and certified the various documents required against BEC of the tender by any one of the above Independent Inspection Agencies

and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-Party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third-Party Inspection Agencies.

- b. As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an **Undertaking** by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within 07 (Seven) days of bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and **the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility.**
- c. The methodology of inspection / verification of documents is broadly as under but not limited to:
 - i. It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Evaluation Criteria (BEC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empanelled third-party certifying agencies for verification / certification. Neither OIL nor the third-party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected / verified by the agency in support of BEC clauses is the sole responsibility of the Bidder.
 - ii. The prospective bidder shall contact any of the empanelled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC and list the documents to be verified. They shall depute their qualified / competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL / Company will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification of documents by OIL's empanelled third-party agency shall not automatically make the bidder eligible for award of contract.
 - iii. Verification of documents (but not limited to) are normally categorised as under:
 - (i) **GENERAL REQUIREMENT:**
 - Check Bidder's PAN Card
 - Check Bidder's GST Certificate
 - Check ITR of company.
 - Check Bidder's Certificate of Incorporation – Domestic Bidder
 - (ii) **Additional Documents: (If applicable against the tender)**
 - Joint Ventures Agreements – To cross-check with JV Partners
 - Consortium Agreements – To cross-check with Consortium Partners

- Holding / Parent/Subsidiary / Sister Subsidiary / Co-Subsidiary Company –To check the Share Holding pattern.

(iii) **Technical Criteria**

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

(iv) **Financial Criteria**

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

NOTES:

- (i) **TPI Verification & Certification of financial documents having Unique Document Identification Number (UDIN) is not required.**
- (ii) If any documents LOI / LOA / Contracts etc. are submitted towards BEC experience criteria issued by OIL INDIA LIMITED, such documents need not be verified by TPI agency.
- (iii) Undertaking from TPI Agency as per format (**Annexure-K**) enclosed should be submitted along with the Bid.

5.0 PRICE EVALUATION CRITERIA:

- 5.1** Price bids shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.
- 5.2** Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected.
- 5.3** If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 5.4** The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual Quantity consumed.
- 5.5** Service is not splittable. Based on the evaluation of techno-commercially qualified bidders, the entire scope of service will be awarded to L-1 bidder only.
- 5.6** The bidders are advised not to offer any discount / rebate separately and to offer their prices in the Price Bid Format after considering discount / rebate, if any.
- 5.7** Conditional and unsolicited discount will not be considered in evaluation.

However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.

- 5.8** In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.
- 5.9** OIL will prefer to deal with registered bidder 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.

5.10 Selection of Successful Bidder (Evaluation Methodology) : Techno-Economic evaluation of the technically acceptable bids will be carried out for the final selection of Bidder as described below:

Selection of the bidder shall be based on the calculated Levelized Cost of Hydrogen (LCOH) produced.

1. The LCOH shall be calculated as per the formula mentioned below:

$$\text{LCOH (Rs/Kg)} = \text{N (NPV of total cost)} / \text{H (Total H}_2 \text{ production in n yrs)}$$

Where: -

Total Cost = Total CapEx (C) + Total OpEx (O) in 10 yrs, CapEx (C) = Sum of line item (10+20) of the SOQ/SQR, as quoted by bidder including taxes as applicable.

$$n = 10$$

$$\text{OpEx (O)} = \text{O}_1 + \text{O}_2 + \text{O}_3 \text{ (As mentioned below)}$$

$$N = \text{NPV of total cost}$$

$$H = \text{Total Qty. of H}_2 \text{ produced in 10 yrs i.e. 17 Kg per Hr} \times 8000 \text{ hrs per year} \times 10 \text{ Yrs.}$$

$$\text{O}_1 = \text{Cost of total power consumed in 10 yrs. @ Rs 5.0 per KWhr.}$$

$$\text{O}_2 = \text{Total cost of utilities consumptions in 10 yrs. as mentioned by bidder in his technical bid.}$$

$$\text{O}_3 = \text{Total cost of comprehensive O\&M in 10 yrs. as mentioned by bidder in his technical bid.}$$

2. The total period for NPV calculation shall be total 11 yrs.
3. The Discount rate for NPV calculation shall be considered @ 10%.

4. The cash flow for the 1st year shall be the total CapEx (C) only, as quoted by bidder. The OpEx (O) shall be considered for the next 10 yrs, starting from 2nd year.
5. The total O&M costs (O3) shall be considered for 10 yrs, which shall start after the successful SAT.
6. The bidder with least LCOH value (Rs/kg) shall be selected as successful bidder.
7. The unit shall be considered operating 8000 hrs each year at 100 % t'put.
8. Utilities consumption shall be calculated considering 8000 hrs per years for all the 10 years.
9. For LCOH calculation, the Hydrogen production rate shall be considered @ 17 Kg/hr for all the 10 yrs. Total 8000 operating hrs. shall be considered for each yr. for all the 10 yrs.
10. Following prices of utilities shall be considered for LCOH calculation only, for all the 10(Ten) yrs.:

Sl. No	Stream	Unit	Price
1	Cost of renewable power	Rs/kwh	5.0
2	DM water	Rs/ KL	126.6
3	Nitrogen	Rs/Nm3	12
4	Cooling water	Rs/ KL	1.34
5	KOH or NaOH etc.	Rs/ kg	50

11. Bidder shall submit following information required for calculation of LCOH, as per the table given below in the price bid only:

Sl. No	Stream	UOM	Estimated Value
i	DM water consumption as feed to unit for H2 production @ 17 Kg/hr.	KL/hr	To quote in Price Bid
ii	Electricity Power consumption by the electrolyser system/s, for 17 Kg /hr of H2 production.	KW hr	To quote in Price Bid

iii	Electricity Power consumption excluding electrolyser system (BOP), for 17 Kg/hr of H ₂ production.	KW/hr	To quote in Price Bid
iv	Cooling water flow requirement for BoP	KL/hr	To quote in Price Bid
v	N ₂ consumption at B/L	Nm ³ /hr	To quote in Price Bid
vi	KOH/NaOH or other chemical/s as required	Kg/yr	To quote in Price Bid
vii	Cost of other utilities, if applicable.	Rs/hr	To quote in Price Bid

12. CapEx (C) shall be considered as quoted by the Bidder in its price bid.

13. The guaranteed life cycle of electrolyser system shall not be less than 80000 hours.

6.0 **GENERAL:**

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

6.2 Bidders should provide self-attested copies of GST Registration Certificate, PAN Card, ESIC registration (if applicable), P.F. Registration Number OR Declaration (Declaration by applicant that provisions of Provident Fund Act are not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder (Applicant). In case successful bidder doesn't have P.F. Code at the time of bidding and PF Act is applicable on him / her, the same has to be provided by him / her before signing of contract agreement and issue of Work Order by OIL.

- 6.3** To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC- BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be evaluated based on the original submission. However, mere submission of such clarification shall not make the offer responsive, unless Company is satisfied with the substantial responsiveness of the offer.
- 6.4** If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.
- 6.5** Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
- 6.6** OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.
- 6.7** The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.
- 6.8** Bidders have to submit a declaration as per the format prescribed in **PART-V** regarding compliance of Safety Measures along with the technical bid.
- 6.9** Bidders have to submit a declaration as per the format prescribed in **PROFORMA-XVI & XVII** regarding Financial Standing and not under Holiday List/ Delisted/ Blacklisted/Debarred in OIL respectively along with the technical bid.
- 6.10 Bidders have to submit a duly filled CHECKLISTS FOR BEC-BRC enclosed as PROFORMAS-XXI & XXII, along with the technical bid.**
- 7.0 PURCHASE PREFERENCE CLAUSE FOR MSE: NOT APLICABLE**
- 7.1 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):**
Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India and as amended time to time with modifications as notified vide MoPNG Order No. FP-20013//2017-FP_PNG-Part(4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any) shall be applicable for this Tender. Bidders to check the provisions of the Notifications for their

eligibility to bid and seek benefits for Purchase preference, accordingly.

8.0 AWARD OF CONTRACT: The contract for hiring of the tendered services shall be awarded as per the Evaluation Methodology mentioned in **Para 5.10 above**.

Note: In case a bidder is eligible to seek benefits under PP-LC policy, then the bidders should submit requisite document/certificate in support to avail this benefit. The bids shall be evaluated based on their declaration as per **PROFORMA-XIV**. No benefit shall be given if the bid is submitted without any above declaration along with supporting document as per the respective policies.

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

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

Upon award of Contract based on PPP policy-linked with Local Content (PP-LC), the bidder shall have to submit additional Bank Guarantee (format enclosed as **PROFORMA-XIII**) equivalent to the amount of Performance Security towards fulfilment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC.

9.0 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.

Annexures to BEC :

Annexure-A	Qualification Data to be filled in by Manufacturer /Channel Partner who are seeking qualification as per Clause No. 1.1 of BEC.
Annexure-B	Qualification Data to be filled in by EPC contractor who are seeking qualification as per Clause No. 1.2 of BEC.
Annexure-C	Qualification Data to be filled by Manufacturer with whom EPC contractor is having a valid Deed of Joint Undertaking as per Clause No. 1.2 of BEC.
Annexure-D	Format for deed of joint undertaking (between EPC and Electrolyser Manufacturer).
Annexure-E	Format of agreement to be executed between bidder and their foreign based supporting company.
Annexure-F	Guarantee by the Foreign Based Supporting Company/ Guarantor and Certificate issued by Company Secretary of the Guarantor Company.

ANNEXURE-A**QUALIFICATION DATA TO BE FILLED IN BY BIDDERS WHO ARE SEEKING QUALIFICATION
AS PER CLAUSE NO. 1.1 in BEC**

Dear Sir/Madam,

We, M/s..... hereby confirm that we meet the qualifying requirements specified in in Clause No. 1.1in BEC of Special Conditions of Contract (SCC). In this regard, we declare that we are a manufacturer or a channel partner of manufacturer of a Alkaline Water Electrolyser (AEL) or Anion Exchange Membrane (AEM) or Proton Exchange Membrane (PEM) or Alkaline Membrane Solid Electrolyser (AMSE) or Solid Oxide Electrolyser (SOE) technology based Green Hydrogen Generation System.

We have supplied a Water Electrolyser hydrogen generator system for hydrogen production capacity and the system is installed, commissioned and is in operation satisfactorily for atleast three months prior to the bid due date. The above electrolyzer system was supplied in the last ten years (prior to the original bid closing date) and should have been in successful operation for at least 3 (three) prior to the original bid closing date.

The details of system are given below:

S. No.	Description	Data / details
1.	Name of client with full Address, Telephone No. and e-mail address	
2.	Name of Plant (Location and Address)	
3.	Name of Package / Contract along with Order /LOA No. & Date	
4.	Capacity of Plant	
5.	Contract Value	
6.	Indicate whether AEL/AEM/PEM/AMSE/SOE technology	
7a.	Scope of work included in the bidder's order	Indicate Yes / No
i.	Design	
ii.	Engineering	
iii.	Manufactured / Got Manufactured	
iv	Erection / Supervised Erection	
.		
v.	Commissioning / Supervised Commissioning	
7b.	Actual date of commissioning	
7c.	No. of years in successful operation prior to biddue date	

8.	Following documents are enclosed in support of meeting the stipulated Qualifying Requirements	Indicate Yes / No
8a.	Letter of Award/ Contract Agreement / Order	
8b.	Proof towards Water Electrolyzer Manufacturer for AEL/AEM/PEM/AMSE/SOE technology based hydrogen generation system (the same technology which is being supplied to OIL)	
8c.	Completion certificate from end customer for supply of the water electrolyzer based hydrogen generation system.	
8d.	Certificate/letter/e-mail from end customer for satisfactory operation of water electrolyzer system for at least three months prior to the bid due date. (The certificate shall indicate the type of water electrolyzer, its capacity, start-up date and current system operating status)	
8e.	Authorization/agreement valid till 10 years from the tender due date (in case bidder is channel partner)	
8f.	Any other relevant documents	
9.	Whether order received directly from the Owner of Plant	

Note:

1. Bidder has to strictly fill detail as above while filling this Attachment to establish meeting the Qualification Requirement.
2. Copies of documents in support of above information shall be submitted as per BEC .

ANNEXURE-B**QUALIFICATION DATA TO BE FILLED IN BY BIDDERS WHO ARE SEEKING QUALIFICATION AS PER CLAUSE NO. 1.2 IN BEC**

Dear Sir/Madam

We, M/s confirm that we meet the qualifying requirements specified in CLAUSE NO. 1.2 IN BEC . In this regard, we declare that we have successfully executed industrial project(s) as EPC Contractor in the field of (a) Green Hydrogen generation plant (b) Power (c) Metal (d) Oil & Gas (e) Chemical (f) Petrochemical (g) Pipeline (h) Fertilizer industries during the last 10 years prior to the original bid closing date.

The details of project(s) are given below:

S. No.	Description	Data / details
1.	Name of client with full Address, Telephone No. and e-mail address	
2.	Name of Plant (Location and Address)	
3.	Name of Package / Contract along with Order / LOA No. & Date	
4.	Contract Value	
5.	Actual date of mechanical completion	
6.	Following documents are enclosed in support of meeting the stipulated Qualifying Requirements	Indicate Yes / No
6a.	Letter of Award/ Contract Agreement / Order	
6b.	End-user Certificate	
6c.	Any other relevant documents	
7.	Whether order received directly from the Owner of Plant	

Further, we declare that we have a valid a Deed of Joint Undertaking (DJU) with a Water Electrolyzer Manufacturer or channel partner who meets the Technical Criteria as mentioned in Clause no. 1.2 of BEC in the enclosed format for supply of Water Electrolyzer.

ANNEXURE-C

(To be filled by the manufacturer or channel partner with whom EPC contractor is having a valid Deed of Joint Undertaking)

We, M/s..... hereby confirm that we meet the qualifying requirements specified in 1.2 of BEC. In this regard, we declare that we are a manufacturer of Water Electrolyser hydrogen generator system based on AEL/AEM/PEM /AMSE/SOE technology.

We have supplied a Water Electrolyzer hydrogen generator system based on AEL/AEM/PEM/ AMSE/SOE technology (same technology which is being supplied to OIL) of hydrogen production capacity and the system is installed, commissioned and is in operation satisfactorily for atleast three months prior to the bid due date. The above electrolyser system was supplied in the last ten years (from the original bid closing date) and should have been in successful operation for at least 3 (three) months prior to the original bid closing date.

The details of system are given below:

S. No.	Description	Data / details
1.	Name of client with full Address, Telephone No. and e-mail address	
2.	Name of Plant (Location and Address)	
3.	Name of Package / Contract along with Order/ LOA No. & Date	
4.	Capacity of Plant	
5a.	Scope of work included in the order	Indicate Yes / No
i.	Design	
ii.	Engineering	
iii.	Manufactured	
iv.	Supervised Erection	
v.	Supervised Commissioning	
5b.	Actual date of commissioning	
5c.	No. of years in successful operation prior to bid due date	
6.	Following documents are enclosed in support of meeting the stipulated qualifying Requirements	Indicate Yes / No
6a.	Letter of Award/ Contract Agreement / Order	

6b.	Proof towards Water Electrolyser Manufacturer for AEL / AEM / PEM / AMSE / SOE based hydrogen generation system (the same technology which is being supplied to OIL)	
6c.	Completion certificate from end customer for supply of the water electrolyzer based hydrogen generation system.	
6d.	Certificate/letter/e-mail from end customer for satisfactory operation of water electrolyzer system for at least three months prior to the bid due date. (The certificate shall indicate the type of water electrolyzer, its capacity, start-up date and current system operating status)	
6e.	Any other relevant documents	
7.	Whether order received directly from the Owner of Plant	

Note:

1. Bidder has to strictly fill detail as above while filling this Attachment to establish meeting the Qualification Requirement.
2. Copies of documents in support of above information shall be submitted as per BEC of Tender Document.

ANNEXURE-D**DEED OF JOINT UNDERTAKING**

FORM OF DEED OF JOINT UNDERTAKING TO BE PROVIDED BY CONTRACTOR AND MANUFACTURER/CHANNEL PARTNER ALONG WITH BID AS PER Clause 1.2 of BEC, SCC

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER / CONTRACTOR MEETING THE REQUIREMENTS OF CLAUSE 1.2 of BEC AND THE MANUFACTURER WHO MEETS THE REQUIREMENT OF CLAUSE 1.1 of BEC FOR SUCCESSFUL PERFORMANCE OF THE CONTRACT.

The DEED OF UNDERTAKING executed thisday ofTwo thousand

.....by M/s.....a Company incorporated underhaving its Registered Office at..... (hereinafter called the "Bidder/Contractor", which expression shall include its successors, administrators, executors and permitted assigns) and M/sa Company registered under the..... having its

Registered Office at(hereinafter called the "Manufacturer/Channel partner of "manufacturer name", which expression shall include its successors, administrators, executors and permitted assigns) in favour of Oil India Limited, A Government of India Enterprise, incorporated under the Companies Act, 1956, having its Registered Office at Oil India Limited Plot No. 19, Sector 16A, Noida- 201301, India (hereinafter called "OIL " or "Employer" which expression shall include its successors, administrators, executors and assigns).

WHEREAS, the Employer invited Bids for **Establish a plant of 1 MW capacity in Himachal Pradesh for production of High Purity (99.999%) Green Hydrogen for commercial use**, in line with Special Conditions of Contract (SCC) of Tender No.....

AND WHEREAS vide clause 1.2 of BEC of bidding documents, it has been specified that bidder who meets the required experience vide clause 1.2 of BEC shall also have an Agreement as on the date of Techno-Commercial bid opening with Manufacturer who meets the criteria and furnish a Deed of Joint Undertaking as per the requirement of clause 1.2 of BEC.

WHEREAS M/s..... (Bidder) is submitting its proposal in response to the Invitation for Bid by the Employer bearing Tender No dated for 'Design, Engineering, Supply, Installation & Commissioning of Water Electrolyser System, for 17 KG/HR, of Green Hydrogen Production'

AND WHEREAS M/s(Bidder) meets the requirements specified

at clause 1.2 of BEC and have an Agreement as on the date of Techno Commercial bid opening with M/s..... (hereinafter referred to as Manufacturer/Channel partner of manufacturer) who meets the requirements as specified in BEC. The Bidder and the Manufacturer/ Channel partner of manufacturer are required to jointly execute and furnish along with the bid an irrevocable Deed of Joint Undertaking and be jointly responsible and bound unto the Employer for successful performance of the Contract

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

That in consideration of the Award of the Contract by the Employer to the Contractor, we the Manufacturer of Alkaline Water Electrolyser (AEL) / Anion Exchange Membrane (AEM) / Proton exchange membrane (PEM) / Alkaline Membrane Solid Electrolyser (AMSE) / Solid Oxide Electrolyser (SOE) technology based Hydrogen Generation System and the Contractor, do hereby declare and undertake the following:

1. That we shall be jointly responsible to the Employer for the execution and successful performance of the complete Package and for performance of all the contractual obligations, as specified under the said contract(s).
2. Without prejudice to the generality of the Undertaking in paragraph 1 above, the manner of achieving the objective set forth in paragraph 1 above shall be as follows:
 - a. We the Manufacturer/ Channel partner of manufacturer shall be fully responsible for the complete Package. Further, the Manufacturer/ Channel partner of manufacturer shall depute their technical experts from time to time to the Contractor's works / Employer's project site as required by the Employer and agreed to by Contractor / Manufacturer to facilitate the successful performance of the Contract as stipulated in the aforesaid Contract and if necessary, the Manufacturer/ Channel partner of manufacturer shall advise the Contractor for suitable modifications of design and implement necessary corrective measures to discharge the obligations under the contract.
 - b. In the event the Manufacturer/ Channel partner of manufacturer and Contractor fail to demonstrate guaranteed parameters as specified in the contract, the Manufacturer and the Contractor shall promptly carry out all the corrective measures related to engineering services at their own expense and shall promptly provide corrected design to the Employer.
 - c. Implementation of the corrected design and all other necessary repairs, replacements, rectification or modifications to the Package work and payment of financial liabilities and penalties and fulfillment of all other contractual obligations as provided under the Contract shall be the responsibility of the Contractor.
 - d. In the event the Contractor fails to complete the project, OIL shall have the right to carry-out unfinished work through technology provider or any other agency at the bidder's risk and cost.
3. This Deed of Joint Undertaking shall be valid till ____ years (**Min 5 years**) from the final bid submission close date. We, the Contractor and the Manufacturer/ Channel partner of manufacturer do hereby undertake and confirm that the undertaking herein contained shall be irrevocable and shall not be revoked till expiry of validity period of Deed of Joint Undertaking mentioned above. In case of delay in completion of contract, the validity of this Deed of Joint Undertaking shall be extended by such period of delay beyond the validity period mentioned

above. We further agree that this Undertaking shall be without any prejudice to the various liabilities of the Contractor including Contract Performance Security as well as other obligations of the Contractor in terms of the Contract.

4. Any dispute that may arise in connection with this Deed of Joint Undertaking shall be settled as per arbitration procedure/rules mentioned in the Instruction to Bidders (ITB) of the tender document. This Deed of Joint Undertaking shall be construed and interpreted in accordance with the Laws of India and District Delhi shall have exclusive jurisdiction.
5. We, the Manufacturer and the Contractor agree that this Undertaking shall form an integral part of the Contract. We further agree that this Undertaking shall continue to be enforceable till its validity.
6. That this Deed of Joint Undertaking shall be operative from the effective date of the Contract.

IN WITNESS WHEREOF, the Manufacturer/ Channel partner of manufacturer and the Contractor through their authorized representatives have executed these presents and affixed common seal of their respective companies, on the day, month and year first mentioned above.

For (Contractor) M/s

Witness:

.....
(Signature of the Authorized Representative)

.....
(Signature of the Witness)

Name:

Name:

Designation:

Address:

Common Seal of the Company

For (Manufacturer/ Channel partner of manufacturer)

M/s

Witness:

.....
(Signature of the Authorized Representative)

.....
(Signature of the Witness)

Name:

Name:

Designation:

Address:

Common Seal of the Company

Note: Power of Attorney of the person signing on behalf of Manufacturer and Bidder is to be furnished by Bidder.

ANNEXURE-E**FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN BIDDER AND THEIR FOREIGN BASED SUPPORTING COMPANY ON INDIAN NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE DULY NOTARIZED**

This agreement made this ____ day of ____ month ____ year by and between

M/s..... (Fill in Bidder's full name, constitution and registered office address) hereinafter referred to as bidder on the first part and M/s (Fill in full name, constitution and registered office address company which hold more than fifty percent of the paid up share capital of the bidding company or vice versa) hereinafter referred to as "Supporting Company" of the second part.

Whereas

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

(Bidder) intends to bid against the said tender and desires to have technical support of M/s..... [Supporting Company] And whereas Supporting Company represents that they have gone through and understood the requirements of the subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

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

- a) 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 OIL directly for any clarifications etc. in this context.
- b) M/s.....[Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender / Contract for which offer has been made by the bidder and accepted the OIL.
- c) The Bidder/ Supporting Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.
- d) This agreement will remain valid till ____ years (**Min 10 years**) from the date of final bid submission close date, We, the Bidder and the Supporting Company do hereby undertake and confirm that the undertaking herein contained shall be irrevocable and shall not be revoked till expiry of validity period of Agreement as mentioned above. In case of delay in completion of contract, the validity of this Agreement shall be extended by such period of delay beyond the validity period mentioned above

- e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and OIL.

- f) The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL, however without prejudice to any rights that OIL might have against the Supporting Company.
- g) It is further agreed that, if contract pursuant to Supporting Company shall be jointly and severally responsible to OIL for the performance of works during contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

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

For and on behalf of
(Bidder)

M/s

.....
(Signature of the Authorized
Representative of Bidder)

Name:

Designation:

Common Seal:

Witness:

1)

2)

For and on behalf of
(Supporting Company)

M/s.....

.....
(Signature of the Authorized
Representative of
Supporting of supporting
company)

Name:.....

Designation:.....

Common Seal:

Witness:

1)

2)

Note: Power of Attorney of the person signing on behalf of Bidder and supporting company is to be furnished by Bidder.

ANNEXURE-F**GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/
GUARANTOR****(To be executed on plain paper)**

THIS DEED OF GUARANTEE executed at this day of by
M/s.....

(mention complete name) a company duly established and existing under the laws of
..... (insert country), having its Registered Office at
..... hereinafter called “the Guarantor and/ or the
Supporting Company” which expression shall, unless excluded by or repugnant
to the subject or context thereof, be deemed to include its successors and permitted
assignees.

FOR

M/s (bidder) a company duly established and existing under the laws
of (insert country), having its Registered Office at
.....
hereinafter called the “Bidder” which expression shall, unless excluded by or
repugnant to the subject or context thereof, be deemed to include its
successors and permitted assignees.

TOWARDS

M/s Oil India Limited, a company duly registered under the law of India having its
Registered Office Oil India Limited Plot No. 19, Sector 16A, Noida- 201301, India,
Assam, India, hereinafter called “OIL” which expression shall unless excluded by or
repugnant to the context thereof, be deemed to include its successor and assignees

WHEREAS OIL has invited tender number for on,
and the bidder has submitted it bid number in response to the above mentioned
tender
invited by OIL.

AND WHEREAS the bidder/ Guarantor Company holds more than 50% paid up equity
capital of the Supporting Company/ Bidder.

AND WHEREAS one of the condition for acceptance of Bidder’s bid against said tender
is that in case the bidder is seeking to qualify upon the technical credentials of its
Guarantor Company, then the bidder shall arrange a guarantee from its Guarantor
Company guaranteeing due and satisfactory performance of the work covered under
the saidtender including any change therein as may be deemed appropriate by the
OIL at any stage.

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

The Bidder and the Guarantor have entered into 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 under the tender, if the contract is awarded to the Bidder.

Accordingly, at the request of the Bidder and in consideration of and as a requirement for the OIL to enter into agreement(s) with the Bidder, the Guarantor hereby guarantees and undertakes that upon award of Contract to Bidder against bid number....., made by the Bidder under tender number.....:

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the OIL and duly perform the obligations of the Bidder to the satisfaction of the OIL.
2. The Guarantor agrees that the Guarantee contained herein shall remain valid till ____ years (**Min 10 years**) from the date of final bid submission close date.
3. The Guarantor shall be jointly and severally responsible to OIL for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.
4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non-performance under the contract entered between OIL and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.
5. The Guarantor agrees to execute a Corporate Guarantee in favour of OIL, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by OIL.
6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards OIL.
7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and OIL under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be Delhi. Or *****as mutually agreed. The language of arbitration shall be English.
8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has

fully understood the implications of the same.

9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Guarantee to OIL, equivalent to 50% of the value of

Performance Bank Guarantee to be submitted by the bidding company, in the prescribed format within 15 days from the date of award of the contract, as guarantee for performance by the bidder/Supplier. The Guarantor hereby expressly agrees that if in the opinion of OIL, the Bidder / Supplier has failed to perform its obligations under the contract in any manner, OIL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of OIL about performance of the bidder/ Supplier shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor.

OR

(applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Security)

In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Guarantee to OIL equivalent to 50% of the value of Performance bank Guarantee to be submitted by the bidding company, in the prescribed format within 15 days from the date of award of the contract, as guarantee for performance by the bidder/Supplier. The Guarantor hereby expressly agrees that if in the opinion of OIL, the Bidder / Supplier has failed to perform its obligations under the contract in any manner, OIL shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of OIL about performance of the bidder / Supplier shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Bidder on behalf The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

(Strike through the clause whichever is not applicable)

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

For & on behalf of (Supporting Company)M/s _

Signature_____ Name__

Designation _____
official seal_____

Witness:

1. Signature_____
- Full Name _____
- Address_____
2. Signature_____
- Full Name _____

Address_____

INSTRUCTIONS FOR FURNISHING GUARANTEE

- 1.The official(s) executing the guarantee should affix full signature(s) on each page.
2. Resolution passed by Board of Directors of the guarantor company authorizing the signatory (ies) to execute the guarantee, duly certified by Company Secretary should be furnished along with Guarantee.

CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY

“Obligations contained in deed of guarantee No._____furnished against tenderNo. _____are enforceable against the Guarantor Company and the same do not,in any way, contravene any law of the country of which the Guarantor Company isthe subject.”

The above certificate should be enclosed along with the Guarantee.

PART-I**GENERAL CONDITIONS OF CONTRACT (GCC)****1.0 APPLICABILITY, DEFINITION & INTERPRETATION:****1.1 Applicability**

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

1.2 Definition & Interpretation

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

1.2.1 COMPANY / OIL / Operator:

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

1.2.2 CONTRACTOR:

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

1.2.3 Contract:

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

1.2.4 Site:

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

1.2.5 COMPANY's Site Representative / Engineer:

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

1.2.6 Sub-Contract:

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

obligation, duty or responsibility under the CONTRACT.

1.2.7 Sub-Contractor:

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

1.2.8 Contractor's Representative:

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

1.2.9 Contract Price / Value:

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

1.2.10 Firm price:

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

1.2.11 Service / Works / Operations:

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

1.2.12 Equipment / Materials / Goods :

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

1.2.13 Drawings:

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

1.2.14 Specifications:

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

1.2.15 Engineer In-charge (EIC):

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

1.2.16 Inspectors:

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

1.2.17 Tests:

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

1.2.18 Approval:

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

1.2.19 Day:

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

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

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

1.2.23 Bid / offer:

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

1.2.24 Guarantee:

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

1.2.25 Mobilization:

Shall mean rendering the equipment fully manned and equipped as per

CONTRACT and ready to begin work at site designated by the COMPANY and accepted by the COMPANY after inspection.

1.2.26 De-mobilization:

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

1.2.27 Willful Misconduct:

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

1.2.28 Gross Negligence:

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

1.2.29 Criminal Negligence:

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

1.2.30 GST Legislations:

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

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

2.0 CONTRACT DOCUMENT:

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

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

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

3.0 WAIVERS AND AMENDMENTS:

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

3.2 Change Program: It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY's instruction in this regard shall be final and binding.

4.0 CONTRACT TIMELINE:

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

4.2 Date of Commencement of Operation:

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

4.3 Duration of the contract:

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

5.0 SCOPE OF WORK / CONTRACT:

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

6.0 GENERAL OBLIGATION OF CONTRACTOR:

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

- 6.1 Perform the work described in the Terms of Reference / Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.
- 6.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours / personnel as required to perform the work.
- 6.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 6.4 Comply with all applicable statutory obligations specified in the contract.
- 6.5 CONTRACTOR shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 6.6 CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio- political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.
- 6.7 CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.

7.0 GENERAL OBLIGATION OF COMPANY:

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

- 7.1 Pay CONTRACTOR in accordance with terms and conditions of the contract.
- 7.2 Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.
- 7.3 Perform all other obligations required of COMPANY by the terms of this contract.

8.0 DUTIES AND POWER / AUTHORITY:**8.1 OIL's site representative / engineer:**

The duties and authorities of OIL's site representative / engineer are to

act on behalf of OIL for:

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

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

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

8.2 CONTRACTOR's representative:

- (a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorization from the CONTRACTOR.
- (b) Representative(s) shall liaise with OIL's representative / engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.
- (c) Representative(s) shall extend full co-operation to OIL's representative / inspector / engineer in the manner required by them for supervision / inspection / observation of equipment, material, procedures, performance, reports and records pertaining to works.
- (d) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

9.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR:

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

- 9.1 The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel

with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.

- 9.2** The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan / field site, enroute / local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.
- 9.3** However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.
- 9.4** CONTRACTOR's key personnel shall be fluent in English language (both writing and speaking).

10.0 PERFORMANCE SECURITY:

- 10.1** On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of a Bank Draft / Cashier's Cheque / Banker's Cheque* / NEFT / RTGS / Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

a. Any schedule Indian Bank or any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR / service provider.

OR

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

OR

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

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

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

Full address

Branch Code

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

Fax Nos.

E-mail address.

- 10.3** The domestic CONTRACTOR / Service Provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non- judicial

stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

- 10.4 The foreign CONTRACTOR / Service Provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.
- 10.5 The Performance Security shall be denominated in the currency of the contract.
- 10.6 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of **03 (three) months** beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.
- 10.7 The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and / or non- performance / un-satisfactory performance of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non- performance / un-satisfactory performance.
- 10.8 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 10.9 Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

Subject to credit in OIL's account within prescribed time

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

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

11.0 **SIGNING OF CONTRACT:**

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

[available at www.oil-india.in].

12.0 CLAIMS, TAXES & DUTIES:

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

12.2 Notice of claims: CONTRACTOR or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.

12.3 Taxes:

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

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

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

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

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

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

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

- 12.3.7** Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.
- 12.3.8** All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.
- 12.3.9** CONTRACTOR shall provide all the necessary compliances/invoice/documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).
- 12.3.10** The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:
 - i. Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR)
 - ii. Name and Address and GST Registration Number of the Service Receiver (Address of OIL)
 - iii. Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess)
- 12.3.11** In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.
- 12.3.12** The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.
- 12.3.13** OIL would not accept any invoice without its GSTIN mentioned on the invoice

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

12.4 Goods and Services Tax:

- 12.4.1** "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import/interstate or intrastate supplies, as the case

may be. It shall also mean GST compensation Cess, if applicable.

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

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

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

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

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

12.4.5 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

12.4.6 Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.

12.4.7 Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.

12.4.8 Claim for payment of GST / Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.

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

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

12.5 Anti-profiteering clause

- 12.5.1** As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.
- 12.5.2** In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor / Contractor and shall also be entitled to deduct / recover such GST along with all penalties/interest, if any, incurred by OIL.

13.0 CUSTOMS DUTY, IF APPLICABLE:

- 13.1.1** CONTRACTOR shall be responsible to import the equipment / tools / spares / consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.
- 13.1.2** CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.
- 13.1.3** Above clause is to be read with Customs Duty Clause in SCC, if any.

14.0 INSURANCE:

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

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

- 14.2** Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 14.3** CONTRACTOR shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this

Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

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

14.5 Certificate of Insurance:

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

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

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

- 14.7** If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @ 1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss / damage claims resulting therefrom shall be to the sole account of Contractor.

- 14.8** Contractor on demand from Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.

CONTRACTOR shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR and its personnel as well deputed under this CONTRACT during the entire period of their engagement in connection with this CONTRACT including extensions if any. The CONTRACTOR shall also carry adequate insurance cover against damage/loss to third party person/property. OIL will have no liability on this account.

14.9 Principal Assured:

The following are to be included as Principal Assured(s) in the Insurance Policies

(except in case of Workmen's Compensation / Employer's Liability insurance):

"Oil India Limited, and CONTRACTOR's name (as appearing in the Contract/LOA)"

14.10 Waiver of subrogation:

All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:

"The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees".

14.11 Deductible:

The CONTRACTOR shall take policy with minimum deductible as per IRDA prescribed for the policy(ies). That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.

14.12 Compliance with Sec 25(1), of "The General Insurance Business (Nationalization) Act 1972"

Section 25(1) of "The General Insurance Business (Nationalization) Act 1972" is reproduced below:

"No person shall take out or renew any policy of insurance in respect of any property in India or any ship or other vessel or aircraft registered in India with an insurer whose principal place of business is outside India save with the prior permission of the Central Government".

The above requirement of aforesaid Act needs to be complied with by the CONTRACTOR wherever the aforesaid provisions of Act apply, and compliance confirmations submitted.

14.13 Loss Payee Clause:

The Insurance Policies should mention the following in Loss Payee Clause:

"In respect of Insurance claims in which OIL's interest is involved, written consent of OIL will be required".

14.14 On account payment to OIL in case of claim

In case any loss or damage happen and where OIL's interest is involved, OIL reserves the right to recover the loss amount from the CONTRACTOR prior to final settlement of the claim.

14.15 CONTRACTOR shall require all of its SUB-CONTRACTORS to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.

14.16 CONTRACTOR shall at all time during the currency of the contract provide, pay

for and maintain the following insurance amongst others:

- i) **Workman Compensation and / Employers' Liability Insurance:** Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.
- ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.
- iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.
- iv) **Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of **all CONTRACTOR's items** to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.
- vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/ its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.
- vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- viii) **Any other insurance policy set forth in the SCC**

Note: An undertaking by the service provider has to be mandatorily provided during the Mobilization time that they have taken all the Insurance provisions as per the contract and as the Law and Insurance Regulation.

15.0 LIABILITY:

- 15.1** Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORs, or sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the CONTRACTOR and/or their CONTRACTORs or sub-CONTRACTORs, irrespective of how such loss or damage is caused and even if caused by the negligence of COMPANY and/or its servants, agent, nominees, assignees, CONTRACTORs and sub-CONTRACTORs.

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

cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs for loss or damage to the equipment of COMPANY and/or its CONTRACTORs or sub-CONTRACTORs when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

- 15.8** The COMPANY hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs for injury to, illness or death of any employee of the COMPANY and of its CONTRACTORs, sub-CONTRACTORs and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

16.0 LIMITATION OF LIABILITY:

- a) Notwithstanding any other provisions herein to the contrary, except only in cases of Wilful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.
- b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.
- c) COMPANY shall indemnify and keep indemnified CONTRACTOR harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

It is expressly understood and agreed upon by and between CONTRACTOR and OIL INDIA LIMITED, and that OIL INDIA LIMITED is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that OIL INDIA LIMITED is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/ CONTRACTOR expressly agrees, acknowledges and understands that OIL INDIA LIMITED is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of

India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder/ CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this contract and covenants not to sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

18.0 CONSEQUENTIAL DAMAGE:

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

19.0 RISK PURCHASE:

In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost shall be borne by the CONTRACTOR. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR.

20.0 INDEMNITY AGREEMENT:

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

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

21.0 INDEMNITY APPLICATION:

The indemnities given herein above, whether given by COMPANY or

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

22.0 ROYALTY PATENTS:

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

23.0 WARRANTY AND REMEDY OF DEFECTS:

23.1 CONTRACTOR warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR.

23.2 Should COMPANY discover at any time during the tenure of the Contract or till the Unit / equipment / tools are demobilised from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at CONTRACTOR's own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

24.0 SUBCONTRACTING / ASSIGNMENT:

24.1 CONTRACTOR shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies). Except for the main services under this contract, CONTRACTOR may sub-contract the petty support services subject to COMPANY's prior written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.

24.2 Consequent upon of placement of contract, if successful bidder(s)(other than Micro / Small Enterprise) is procuring materials/services from their sub-vendor, who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority/Engineer

in Charge the details like Name, Registration No., Address, Contact No., details of material and value of procurement made, etc. of such enterprises shall be furnished by the CONTRACTOR at the time of submission of invoice/bill.

25.0 RECORDS, REPORTS AND INSPECTION:

The CONTRACTOR shall, at all times during the currency of the contract, permit the COMPANY and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The CONTRACTOR shall keep an authentic, accurate history and logs including safety records of each service item with major items consumed, which shall be open at all reasonable times for inspection by the COMPANY's designated representatives and its authorized employees. The CONTRACTOR shall provide the COMPANY's designated representatives with a daily written report, on form prescribed by the COMPANY showing details of operations during the preceding 24 hours and any other information related to the said services requested by the COMPANY whenever so requested. The CONTRACTOR shall not, without COMPANY's written consent allow any third person(s) access to the said information or give out to any third person information in connection therewith.

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

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

- a) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the CONTRACTOR shall immediately inform to COMPANY ; or
- b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.

26.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.

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

- 26.4** During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

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

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

27.0 REMUNERATION AND TERMS OF PAYMENT:

- 27.1** COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.
- 27.2** Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.
- 27.3** MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.
- 27.4** Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.
- 27.5** INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services / operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.
- 27.6** CONTRACTOR shall send invoice to COMPANY on the day following the end

of each month for all daily or monthly charges due to the CONTRACTOR.

- 27.7** CONTRACTOR will submit 02 (two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.
- 27.8** Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.
- 27.9** COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, and payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. **27.4** above.
- 27.10** The acceptance by CONTRACTOR of part payment on any billing not paid on or before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.
- 27.11** Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:
- a) Audited account up to completion of the Contract.
 - b) Tax audit report for the above period as required under the Indian Tax Laws.
 - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub- CONTRACTOR.
 - d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
 - e) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the CONTRACTOR before release of the final payment by the COMPANY. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice

- 27.12** CONTRACTOR shall maintain complete and correct records of all information on which CONTRACTOR's invoice are based up to 02 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.

28.0 PAYMENT OF COMMISSION / FEE / REMUNERATION OF INDIAN AGENT / CONSULTANT / REPRESENTATIVE / RETAINER / ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):

The Commission/Fee/remuneration of the Indian agent/consultant/associate/ representative/retainer, if any, will be paid within 30 days of the payment of invoice made to the CONTRACTOR. The amount of commission/fee/remuneration as a percentage of invoice value as per contract provisions will be deducted by COMPANY/OIL from the monthly invoices of the CONTRACTOR and paid to the Indian agent/consultant/representative/retainer/associate.

29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI, ETC:

Wherever applicable, the CONTRACTOR (including those engaging 'International Workers') shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers.

The CONTRACTOR shall be required to submit the following documents/details to the Corporation:

- (i) Copy of PF-ECR duly stamped by the designated Bank, along with a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (<http://www.epfindia.gov.in>).
- (ii)
 - (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.
 - (b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.
- (iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:
 - 1) The furnished information is correct to the best of his knowledge.
 - 2) In case any discrepancies or irregularities is / are noticed in this undertaking, then OIL is free to inform the PF / ESIC Authorities.
 - 3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
 - 4) Within one month on completion / expiry of the contract, CONTRACTOR shall pay all the dues / terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee / Security Deposit may be withheld by OIL.

COMPANY may verify the deposit of statutory contribution made by the CONTRACTORS with the EPFO / ESI authorities, where deemed necessary. However, before making payment of the last bill / invoice of the CONTRACTOR, the COMPANY may verify the details / status of the payment towards EPF / ESI made by the CONTRACTOR from the authorities / official website of EPF / ESI (i.e. <http://www.epfindia.gov.in> and <http://www.esic.in>). In case the information furnished by the CONTRACTOR

is found to be incorrect the COMPANY shall take appropriate action against the CONTRACTOR in accordance with law.

The CONTRACTOR agrees and undertakes to indemnify OIL for any liabilities arising out of declarations made by him in future on violation or provisions of the EPF Act 1952 and ESI Act 1948.

30.0 TIMELY MOBILIZATION AND LIQUIDATED DAMAGES:

a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower / equipment and / or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.

b) If the contractor is unable to mobilize / deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.

c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss / damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.

d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC) excluding duties and taxes, where such duties / taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

31.0 FORCE MAJEURE:

In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared / undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionising radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

Upon occurrence of such cause, the party claiming that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 (Seventy Two) hours of the alleged beginning and ending thereof, giving full

particulars and satisfactory evidence in support of its claim.

Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (Seventy two) hours after its occurrence the 'force majeure' rate (if specified in the SCC of the Contract) shall apply for the first 15 (fifteen) days for each such occasion.

Either party shall have the right to terminate the Contract if such 'force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. COMPANY shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the COMPANY shall be binding upon the CONTRACTOR.

Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period. [or exclusively mentioned in the SCC of the Contract]

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

If however, relative obligation of the party affected by such 'Force Majeure' is limited to part of the obligation(s), the contract shall not be terminated and the parties shall continue to perform their respective obligations, which are not affected by the 'force majeure' condition, provided the obligations affected by the 'force majeure' do not preclude the parties in performing the obligations not affected by such conditions.

32.0 SET-OFF:

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

33.0 WITHHOLDING:

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

- 33.1** For non-completion of jobs assigned as per Scope of Work/Terms of Reference.
- 33.2** Defective work not remedied by CONTRACTOR.
- 33.3** Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.
- 33.4** Failure of CONTRACTOR to pay or provide for the payment of salaries/

wages, contributions, taxes or enforced savings with-held from wages etc with respect to personnel engaged by the CONTRACTOR.

- 33.5** Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- 33.6** Any failure by CONTRACTOR to fully reimburse COMPANY under any of the indemnification provisions of this Contract. If, during the progress of the work CONTRACTOR shall allow any indebtedness to accrue for which CONTRACTOR, under any circumstances in the opinion of COMPANY, may be primarily or contingently liable or ultimately responsible and CONTRACTOR shall, within five days after demand is made by COMPANY, fail to pay and discharge such indebtedness, then COMPANY may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to CONTRACTOR, a sum equal to the amount of such unpaid indebtedness.
- 33.7** Withholding will also be effected on account of the following:
- i) Order issued by a Court of Law or statutory authority in India.
 - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
 - iii) Any obligation of CONTRACTOR which by any law prevalent from time to time to be discharged by COMPANY in the event of CONTRACTOR's failure to adhere to such laws.
 - iv) Any payment due from CONTRACTOR in respect of unauthorised imports.
- When all the above grounds for withholding payments are removed, payment shall thereafter be made for amounts so with-held.
- 33.8** COMPANY reserves the right to disburse or deposit the amount so withheld to the concerned person(s) or agency or government authority, as the case may be, besides nullifying such amount on account of loss suffered by the COMPANY against **33.2, 33.3, 33.6 & 33.7** above.

34.0 APPLICABLE LAWS:

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts situated in Dibrugarh (or the Place where the contract is executed) and Principal Bench of Gauhati High Court (or the High Court under whose territorial jurisdiction, the place of execution of contract falls).

This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts, mentioned hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

The CONTRACTOR shall ensure full compliance of various Indian Laws and Statutory Regulations, as stated below, to the extent applicable, as stated

below, but not limited to, in force from time to time and obtain necessary permits/ licenses etc. from appropriate authorities for conducting operations under the Contract:

- a) The Mines Act 1952
- b) The Oil Mines Regulations, 1984
- c) The Employees' Compensation Act, 1923
- d) The Code of Wages, 2019
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- f) The Employees' Pension Scheme, 1995
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- i) Goods and Service Tax Act
- j) Customs & Excise Act & Rules
- k) Factories Act, 1948
- l) Industrial Disputes Act, 1947
- m) Payment of Gratuity Act, 1972
- n) Environmental Protection Act, 1986 & other pollution control Acts.

Note: The above Acts are only indicative and not exhaustive. The Acts shall include the rules and regulations framed thereunder.

35.0 LABOUR LAWS:

- i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970,
Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications / amendment thereof or any other law relating thereto and rules made there under from time to time.
- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
- v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.
- vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee / deposit shall be borne by the CONTRACTOR.
- vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952.

Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.

- viii) CONTRACTOR being the employer of the labours / personnel to be engaged under the contract shall be liable to pay gratuity to the labours / personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).
- ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.
- x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non- payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

36.0 STATUTORY REQUIREMENTS:

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment

37.0 GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:

37.1 It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORS hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.

37.2 It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures

and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/ Supervisor/Junior Engineer for safe operation.

- 37.3** Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- 37.4** Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 37.5** When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

38.0 POLLUTION AND CONTAMINATION:

The CONTRACTOR shall be liable for all surface and sub-surface pollution to the extent caused by CONTRACTOR and resulting from CONTRACTOR's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the CONTRACTOR brings to the Site for use in connection with Work to be performed under this Contract.

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, COMPANY shall release, indemnify and hold CONTRACTOR and its sub-CONTRACTORS harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for:

- a) Damage to or loss of any reservoir or producing formation; and/ or
- b) Damage to or loss of any well; and/ or
- c) Any other subsurface damage or loss; and/ or
- d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

39.0 STATUTORY VARIATION / NEWLY ENACTED LAW:

- 39.1** All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.
- 39.2** In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased / decreased cost of the works under the CONTRACT through increased / decreased liability of taxes and / or duties, required to be paid by the CONTRACTOR, (other than personnel

and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY / CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes / duties are disputed by COMPANY / CONTRACTOR.

- 39.3** Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.
- 39.4** The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 39.5** Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:
- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORS and Agents etc.
 - ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORS, agents etc.
 - iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORS, vendors, agents etc. of the CONTRACTOR.
 - iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.
- 39.6** In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:

- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and GST tax amount.
 - ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.
- 39.7** The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.
- 39.8** Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti- profiteering clause under GST Act have been complied with.
- 40.0 SEVERABILITY:**

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

41.0 COMMISSION OF MISCONDUCT / SUBMISSION OF FRAUDULENT DOCUMENT BY THE BIDDER/CONTRACTOR AND BANNING THEREOF:

The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent document/false information in relation to the subject tender/contract or committed any misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Banning Policy, 2017 besides making the CONTRACTOR liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

42.0 SETTLEMENT OF DISPUTES:

42.1 Arbitration (Applicable for Suppliers/CONTRACTORs other than PSU and MSME):

- 1) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:
- 2) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the

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

- 3) It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.
- 4) The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Up to Rs. 25.00 Lakh	Not applicable	Not applicable
Above Rs. 25.00 Lakh Up to Rs. 25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

- 5) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
- 6) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- 7) Parties agree and undertake that neither shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- 8) The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended)
- 9) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:

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

10) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

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

11) The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule of the Act and such expenses shall be equally borne by the parties.

12) The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.

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

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

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

- a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.
- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter
- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally

the cost of the arbitration as intimated by the Arbitrator.

42.3 Arbitration (Applicable to Micro, Small and Medium Enterprise)

In the event of any dispute or difference relating to, arising from or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006

42.4 Resolution of disputes through conciliation by OEC

(Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore)

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.

b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).

c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.

d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.

e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.

f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC

recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.

h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.

i) The OEC proceedings must be completed within a period of 03 (three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.

j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.

k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.

l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

42.5 Exclusions

Parties agree that following matters shall not be referred to conciliation or arbitration:

i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.

ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.

iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory

or government authority.

iv) Any claim which is less than Rs. 25 Lakh.

43.0 COMPLETION OF CONTRACT:

Unless otherwise terminated under the provisions of any other relevant Clause or extended through written communication, this Contract shall be deemed to have been completed at the expiry of the Period specified in the contract or period of defect liability, as provided for under the Contract, whichever is later.

44.0 TERMINATION:

44.1 Termination on expiry of the contract: This Agreement shall be deemed to have been automatically terminated on the expiry of the contract period unless OIL has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.

44.2 Termination of contract for death: If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.

44.3 Termination on account of Force Majeure: Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article-31.0 [above](#).

44.4 Termination on account of insolvency: In the event that the CONTRACTOR or its collaborator or its guarantor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt or under the process of insolvency or liquidation, then the COMPANY shall, by a notice in writing have the right to terminate the Contract and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

44.5 Termination for Unsatisfactory Performance: If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall

have the option to terminate the Contract by giving 15 days notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non- performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non- performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

- 44.6 Termination due to change of ownership and Assignment:** In case the CONTRACTOR's rights and /or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.
- 44.7** If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORS being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirety or partially to the extent of non- performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.
- 44.8 Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment along with crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.
- 44.9** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from **44.1 to 44.8** and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.
- 44.10 Consequence of Termination:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession.

In the event of termination of contract, COMPANY will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the

CONTRACTOR shall demobilize their personnel & materials.

Demobilization charges shall not be payable by COMPANY in case of Article from
44.4 to 44.7.

45.0 TO DETERMINE THE CONTRACT:

In such an event (i.e., termination under Article No. 44.4 to 44.9 above), the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate / cost specified in the schedule of quantities and rates / prices.

46.0 WITHOUT DETERMINING THE CONTRACT:

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

47.0 ERRING/DEFAULTING AGENCIES:

Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

48.0 MISCELLANEOUS PROVISIONS:

CONTRACTOR shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

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

regulation or bye-law.

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

Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel or any other justified situation in which case the replaced person should have equal experience and qualification, which will be again subject to prior approval, by the COMPANY.

PART-II
SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ)

DESCRIPTION OF WORK/SERVICE: Establish a plant of 1 MW capacity in Himachal Pradesh for production of High Purity (99.999%) Green Hydrogen for commercial use.

SN.	Description of Services	UOM	Estimated Qty
10	<u>Supply & Installation of Electrolyser System:</u> Engineering, Fabrication & Assembly, Supply, and Installation at site, of Electrolyser system (which means stack, Feed water preparation section, rectifier, separator, dryer/ purification section and its pump, Exchangers & Compressor (as applicable) and Spares/ special tools & tackles (if any), etc., as per the scope of work & supply in tender document	Lump-sum	1
20	<u>Supply & Erection of Balance of Plant (BOP) and Commissioning (SAT) of entire Green H2 Plant and PGTR:</u> Design, Engineering, Supply, Erection (including all Civil, Mechanical, Electrical Works etc.) including supply of spares & special tools & tackles of Balance of Plant, and Commissioning (SAT) of entire Green H2 plant, PGTR etc., in line with scope of work & supply of the tender document. <u>Clarification:</u> Balance of Plant (BoP) includes all other equipment and instruments excluding Electrolyser System covered in SOQ-10 above.	Lump-sum	1
30	Comprehensive O&M charges for 10 years @ 5 % escalation every year.	Lump-sum	1

Notes:

1. The rates shall be quoted per unit as specified in the “PRICE BIDDING FORMAT” attached under “Notes and Attachments” tab.
2. Tenure of Agreement: The duration of the contract shall be for a period of 18 MONTHS considered from the date of issue of Work Order.
3. Mobilisation Period: 30 DAYS from date of issue of LOA.
4. Against SOQ item sl. no. 10 & 20:
 - a) Bidder to quote Lump sum Basic for the scope of work [which must be inclusive of all taxes (except GST), duties, levies, freight charge, TPI charge, insurance charge and all other applicable cost /charges on which no variation will be allowed and indicate rate of GST applicable extra on Basic Lump-sum Price as per instructions provided in Price Bid- ‘XLS’ format. Quoted Prices shall be firm and fixed till complete execution of the entire order.

- b) Basic Price must be inclusive of Mandatory Spares, Recommended Commissioning Spares (if any), Recommended Special Tools & Tackles (if any) & Consumables (if any) etc.
- c) Price Break-up of Mandatory Spares (considered by the bidder in their quote) to be submitted in 'PDF form' as per format enclosed.
- d) List of Recommended Commissioning Spares (if any), Special Tools & Tackles (if any) & Consumables (if any) etc. considered by the bidder in their quote needs to be furnished in 'PDF form' as per the formats enclosed.

5. Against SOQ item sl. no. 30:

- a) Comprehensive O&M Contract must be provided for the ten (10) years which shall start after the commissioning of the plant.

6. The payment shall be made as per mentioned in Part III SCC of the tender.

PART-III

SPECIAL CONDITIONS OF CONTRACT (SCC)

The Clauses of SCC shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

SPECIAL CONDITIONS OF CONTRACT

GCC	Mobilization	30 days from the date of issue of LOA
GCC	Duration of contract	This CONTRACT shall remain valid for a period of 18 months from the date of issue of LOA.
GCC	Performance Security	10% of Total Contract Value
	Submission of Invoice	Digitally Signed Invoice along with supporting documents (if any) against the PO/Contract shall be submitted in OIL Vendor Portal (Vim.oilindia.in). Only after receipt of undisputed Invoice payment shall be processed.
GCC	Arbitration	Delhi
GCC	Liquidated Damages	LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORKS AND SERVICES: In the event of the Contractor's default in timely completion within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of contract value, per week or part thereof of delay subject to maximum ceiling of 7.5% of contract value.
GCC	Warranty and remedy of defects	12 months is the defect liability period post acceptance by OIL
GCC	DEFECT LIABILITY, WARRANTY/ GUARANTEE:	The Defect Liability Period of all the items and works carried out under this contract shall be for a period of 12 months from the date of handover as accepted and certified by OIL. WARRANTY /GUARANTEE: Warranty for one year has to be given from the date of handover as accepted and certified by OIL for all the items/works. Contractor shall arrange for repair/ replacement, as required by OIL, of defective parts/works within one month of reporting of the same by OIL. The warranty shall be over and above the warranty declared by the respective manufacturers for the individual components.

1.0 PAYMENT TERMS:**1.1 Payment Term for Item sl. no. 10 of SOQ:**

Milestone No.	Payment Milestone	% of Lump-Sum Value
1.	After submission of BED, which includes Engg. drawing, finalization of PFD, P&IDs, data sheets for BOP (as required) and approval of drawings by Owner etc.	5%
2.	Site development work/completion of foundation work and completion of entire fencing	10%
3.	Supply of all the Electrolyser system/Containers along with its accessories at designated site.	35%
4.	Completion of Installation, Commissioning and Site Acceptance Test (SAT) of the Electrolyser system.	40%
5.	On successful completion of PGTR of entire Green Hydrogen Plant, as specified, and issuance of Operational Acceptance Certificate	10%

1.2 Payment Term for Item sl. no. 20 of SOQ:

Milestone No.	Payment Milestone	% of Lump-Sum Value
1.	Completion of detailed engineering as per scope of Tender Document (duly approved by Owner)	20%
2.	Successful completion of installation & commissioning of all the works in scope of work in all respects (excluding PGTR).	50%
4.	Site Acceptance Test (SAT) of the entire Green Hydrogen Plant.	20%
5.	On successful completion of PGTR of entire Green Hydrogen Plant, as specified, and issuance of Operational Acceptance Certificate	10%

1.3 Item sl. no. 30 of SOQ:

Milestone No.	Payment Milestone	% of Lump-Sum Value
1.	For O&M period of the contract (Starts after completion of Item Sl. No. 20 of SOQ).	Quarterly

NOTE:

- i. Payment of O&M Charges shall be released on pro-rata basis in quarterly instalment at the end of each quarter against bills duly certified by OIL for satisfactory performance.
- ii. All Charges related to travel, accommodation and local conveyance shall be inclusive in O&M charges. Refer detail scope of work of O&M in the tender document.

2.0 Goods and Services Tax:

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

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

- 2.2 “GST” shall mean Goods and Services Tax charged on the supply of material(s) and services. The term “GST” shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as “IGST”) or Central Goods and Services Tax (hereinafter referred to as “CGST”) or State Goods and Services Tax (hereinafter referred to as “SGST”) or Union Territory Goods and Services Tax (hereinafter referred to as “UTGST”) depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.
- 2.3 Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service**. However, GST rate (including cess) to be provided in the respective places in the Price Bid .Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods/Services (Service Provider) only .Supplier of Goods/Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of **GST**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.
- 2.4 Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in SOR.
- 2.5 Where the OIL is entitled to avail the input tax credit of GST:
OIL will reimburse the GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- 2.6 The input tax credit of GST quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
Where the OIL is not entitled to avail/take the full input tax credit of GST:
OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.
- The bids will be evaluated based on total price including GST.
- 2.7 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.
- 2.8 Contractor/Contractor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of GST against such invoice.
- 2.9 GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/Contractor, OIL shall withhold the payment of GST.
- 2.10 GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/Contractor but will be directly deposited to the government by OIL.

- 2.11 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.
- 2.12 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor / Contractor, OIL shall be entitled to recover such amount from the Contractor / Contractor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 2.13 TDS under GST, if applicable, shall be deducted from contractor's/Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/Contractor.
- 2.14 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.
- 2.15 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- 2.16 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/taxes finally assessed is on the lower side.
- 2.17 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.
- 2.18 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 2.19 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 2.20 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
- 2.21 Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.
- 2.22 Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.

- 2.23 Claim for payment of GST/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
- 2.24 The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 2.25 The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.
- 2.26 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 2.27 OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 2.28 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- 2.29 Documentation requirement for GST
The Contractor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.
Any invoice issued shall contain the following particulars:
Name, address and GSTIN of the supplier;
Serial number of the invoice;

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

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

- n) The original copy being marked as ORIGINAL FOR RECIPIENT;
- o) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- p) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

2.30 Anti-profiteering clause

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

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

PART -IV**SCOPE OF WORK****1.0 Scope of Work:****Owner's responsibility:**

- Will provide land for installation and commissioning of the system within the state of Himachal Pradesh and provide necessary support during Operation & Maintenance (O&M). The offered land will be free of encumbrances and has clear access to accommodate large container traffic required for setting up the 1MW Electrolyser plant.
- Capital Investment in procuring, installation, commissioning the system and O&M of the plant.
- Facilitating the bidder in applying for statutory clearances for the project.
- Conducting HAZOP, Qualitative/Quantitative Risk Analysis and Consequences Analysis.

Bidder's Responsibility:

- Supply of Green hydrogen generation system.
- Supply of Balance of Plant (BoP) which includes but not limited to Gas Purification section, Pumps & Compressor (if applicable), Hydrogen dryer unit, Transformer/s, Sub-Station, UPS, Control System etc.
- Arrange necessary water required for the electrolysis process.
- Packaging, Transportation, and storage at site of all items under scope of supply.
- Fabrication & Installation including all Civil, Electrical, Instrumentation Mechanical works at site.
- Laying of Cable from Feeder to Sub-station.
- Commissioning & Site Acceptance Test (SAT)
- Performance Guarantee Test Run (PGTR)
- Training of owner's Engineers for the operation and maintenance of the plant.
- Warranty of the complete plant.
- Documentation and Design of the Green Hydrogen plant based on offered technology.
- Supply of the complete Green Hydrogen generating system along with spares, erection, testing and commissioning of the system.
- Obtaining the required statutory clearances for the plant for installing the system including PESO approvals etc.
- Comprehensive Operation and Maintenance (O&M) of the plant for the project life from the date of successful SAT.
- Data collection and analysis of the performance of the system during testing and subsequent operation.
- Sharing of process and system level information with owner for in depth understanding of the system.

2.0 TECHNICAL SPECIFICATION:

The electrolyser system shall be designed, meeting following technical spec.:

- 2.1 Water Electrolyser system can be based on either Alkaline Water Electrolyser (AEL) or Anion Exchange Membrane (AEM) or Proton Exchange Membrane (PEM) or Alkaline Membrane Solid Electrolyser (AMSE) or Solid Oxide Electrolyser (SOE) technology.
- 2.2 The capacity of electrolyser module/s to be supplied shall be minimum 17 Kg/hr.
- 2.3 The quality of hydrogen produced will be as given below:
 - i. H₂ purity : 99.999 % min.

Note: Third party certification from any NABL accredited / Government approved Laboratories / Agencies to be provided, certifying the purity of produced Hydrogen.
- 2.4 Bidder shall guarantee the product H₂ quality. Bidder shall design the gas purification system accordingly and confirm the same in the bid. Bidder shall specify any other impurity present if any in the product H₂.
- 2.5 The green H₂ with 99.999% purity shall be produced at 25 Kg/cm² min, at the B/L.
- 2.6 Turndown capacity of the unit (i.e., the minimum operable capacity of the Water Electrolyser system at which the system can produce hydrogen as per specification and at required pressure), shall be 40% max. The unit shall be capable of operating anywhere between the Turndown Capacity i.e., between 40% (or as offered by the bidder) and 100%. Bidder shall guarantee turndown capacity.
- 2.7 The H₂ generation capacity offered by the bidder shall be 17 Kg/hr (min). Bidder shall select its model/s of its electrolyser or designed it accordingly to meet the minimum capacity of Green Hydrogen plant. In case the stacks/modules are selected/ designed of higher capacity, 17 Kg /hr shall be considered for LCOH as mentioned in clause 19.0.
- 2.8 The unit shall be designed to run 8000 hr. min per years at 100 % capacity.
- 2.9 The guaranteed Service life of electrolyser system shall not be less than 80000 hours.
- 2.10 Bidder shall submit the expected design figure of the following parameters, along with the technical bid.
 - i. Design capacity (Kg H₂/hr).
 - ii. Electrical power consumption by electrolyser system in terms of KWh/Kg of H₂ produced.
 - iii. Total Power consumption including BOP, in terms of KWhr/ Kg of H₂ at 100% t'put
 - iv. Product H₂ Purity
 - v. Expected Life of electrolyser system
 - vi. Turndown capacity (%)
 - vii. DM water consumption in Litre per Kg of H₂
 - viii. Product H₂ pressure
 - ix. Cold start-up time required for Electrolyser
 - x. Standby start-up time required for Electrolyser

3.0 BIDDERS' SCOPE OF WORK FOR SUPPLY OF ELECTROLYSER SYSTEM:

Bidder's scope of work for the supply of electrolyser system are, but not limited to the following:

- 3.1 Preparation of BEDP for entire Green H₂ plant of capacity 17 Kg/hr min i.e., electrolyser system and its BOP like rectifier, feed water purification/ polishing section, gas purification section, Exchangers, gas compression section, Hydrogen Dryer, Storage (as applicable), etc.
- 3.2 Bidder shall carryout detail engineering of electrolyser system and its associated

components including its mechanical, electrical, instrumentation, civil, structural works etc. complete in all respect.

- 3.3 Bidder shall submit equipment layout along with the technical bid with firm dimensions for Electrolyser.
- 3.4 The electrolyser system and its connected accessories may be containerized/ non-containerized / Skid Mounted including ventilation, lighting, H2 leak detection system etc. as required.
- 3.5 The electrolyser system may employ multiple rectifier and cell module (stack) design for added reliability and redundancy. The electrolyser system shall be designed such that one or more modules can be removed online for maintenance, without affecting the plant operation.
- 3.6 Bidder shall design and supply adequate numbers of rectifiers to cater the load of each electrolyser. The rectifier equipment shall be complete in all respect with its transformer, thyristor, converter, electronic control, annunciation, filter choke, etc. mounted in the suitable panel. Relevant IS/IEC standards shall be applicable for Rectifier Assembly.
- 3.7 Bidder has the sole responsibility for assembly and supply of the electrolyser system and its associated component, to the designated site of installation.
- 3.8 Bidder shall supply the mandatory and commissioning spares, consumables as required for electrolyser system for a minimum period of 3 (three) years. Bidder shall provide the list of the same.
- 3.9 Bidder shall supply PLC based control system having provision for display and monitoring the efficiency, power consumption, quantity and quality of hydrogen generated.
- 3.10 All measuring instruments, controller, PLC, and control valves required for automated remote and safe operation of the electrolyser system shall be provided.
- 3.11 Bidder shall provide operation and maintenance manual for the supplied electrolyser system including guidelines for normal operation and troubleshooting etc.
- 3.12 Bidder shall provide detail procedure for online removal and its maintenance of defective module/s or stack/s.
- 3.13 All necessary software and licenses to be provided for the proper functioning and troubleshooting of logic / graphic/hardware.
- 3.14 Bidder shall prepare architectural drawings for Civil works, which are in adherence to the Fire Safety, Flood, Safety Hazard, and Earthquake norms and carry out the construction as required as per the building codes in the State of Himachal Pradesh.

4.0 **BIDDER'S SCOPE OF WORK & SUPPLY FOR BOP:**

Balance of Plant (BoP) includes all other equipment and instruments excluding Electrolyser System covered in 7.0 above It shall include Transformer/s, substation, UPS, control system, instruments, container (if any), structural etc. Bidder's scope of work/supply for the BOP are, but not limited to the, following:

- 4.1 Bidder shall prepare Plot plan, Process Flow Diagrams (PFDs), Piping & Instrumentation Diagrams (P&ID), process design datasheets of all the major equipment of BOP as required in line with design of electrolyser system.
- 4.2 Bidder shall carryout detailed Engineering for all the equipment of the BOP, based on the BEDP prepared, including for all civil, Structural, Mechanical, Electrical and Instrumentation works as required.
- 4.3 Required green energy power of 33 kVA, 3 phase, 50 Hz feeders, each rated for 100% load will be provided from owner's end for electrical system of Green Hydrogen generation plant.
- 4.4 The bidder shall build infrastructure for a reliable source of electricity to power the green hydrogen generation plant, which includes designing and constructing the electrical substation, transformers, and UPS to meet the power demands of the green hydrogen generation plant within the specified area of the green hydrogen plant.
- 4.5 Sub-station requirements for off-taking power shall be constructed in line with state regulations to be connected with DISCOM systems in Himachal Pradesh. The tariff rate shall be applicable as per the schedule of tariffs for industries approved by the Himachal Pradesh Electricity Regulatory Commission (HPERC) tariff order for DISCOM.

- 4.6 The basic requirements for design and development of Electrical Systems including the philosophy, schematic, functional requirement for each equipment / component of the system to be taken into consideration by Vendors in design, manufacture, testing, supply, construction, and installation requirements are under Bidders Scope and owner's approval to be sought prior to installation. Bidders to confirm the same and required to submit the details.
- 4.7 The details of Instrumentation requirements to be complied by bidder for design, procurement, supply, and erection are given in **Annexure - II**. It may not exhaustive, bidders to confirm the same and required to submit the details.
- 4.8 The detail of other requirement (Civil, Mechanical, Inspection, safety etc.) to be complied by bidder during the design, procurement, supply, and erection are given in **Annexure-III**. It may not be exhaustive, bidders to confirm the same and required to submit the details.
- 4.9 Scope of Work for comprehensive O&M service for ten (10) years shall be as per **Annexure-IV**.
- 4.10 Bidder has to perform all the Civil, mechanical, electrical, Instrumentation erection & commissioning activities complete in all respect, including conducting all field tests as required.
- 4.11 The bidder shall mobilize all tools and tackle, skill & unskilled manpower, for all erection job related to civil, electrical, mechanical, instrumentation etc. to the site for timely completion of the project.
- 4.12 Supply of items listed in SOQ as per the indicated specifications including Mandatory Spares, Start-up & Commissioning spares & consumable. Submission of list of Bill of quantity (SOQ) of Mandatory Spares, Start-up & Commissioning spares & consumables.
- 4.13 Packaging, loading, transportation, unloading and storage at site of all the material under scope of supply, including all the clearances from regulatory authorities, as applicable.
- 4.14 The suitable Hydrogen Dryer with a standby shall be provided to remove moistures from Hydrogen. The operation of Drying System shall be automatic and should be appropriately interfaced PLC maintenance work.
- 4.15 Appropriate Safety devices/ Hydrogen leak detection system are to be provided for safe release of Hydrogen, in case of upset.
- 4.16 All measuring instruments, controller, PLC and control valves required for automated remote and safe operation of the entire Green Hydrogen plant, shall be provided.
- 4.17 Plant should be design & built to meet all safety/environment/regulatory requirement required by factory Act, PESO, Electricity Act, CPCB/ HPSPCB, and/or all other applicable & relevant guidelines by authorities.
- 4.18 The Hydrogen Generation System/ process should comply with all relevant National and International standards for safe and reliable operation of Hydrogen Generation system. Equivalent standards to ISO 22734 will be accepted.
- 4.19 All necessary software and licenses to be provided for the proper functioning and troubleshooting of logic / graphic/hardware.
- 4.20 The list of codes and regulations given in this document is not exhaustive. The bidder shall provide a list of all codes and standards to be followed by the bidder in their designs.
- 4.21 Bidder shall be responsible for arranging all the material, equipment and services for timely completion and smooth commissioning of the project.
- 4.22 All the rotary equipment like pumps, compressors (if applicable) etc. shall be with standby facility.

5.0 COMMISSIONING/SITE ACCEPTANCE TEST (SAT):

- 5.1 After completion of all installation and necessary check, pre-commissioning & commissioning of the plant shall be done as per the guidelines and under supervision of the bidder's representative & experts.
- 5.2 The Site Acceptance Test (SAT) will be done at designated site in the presence of owner's personnel. All the instruments/equipment will be tested for their functionality as per

the specifications.

- 5.3 Bidder shall demonstrate the operating limits in terms of Capacity, Power consumption Product pressure, and product H₂ purity. The primary objective of the SAT is to verify the start-up, shutdown, emergency, safety and normal operation of the plant. The warranty for the unit shall start from the date of completion of successful SAT.

6.0 PERFORMANCE GUARANTEE:

- 6.1 Company shall perform PGTR within 3 months after SAT. Parameters to be considered during PGTR are described in clause 8 below.
- 6.2 Bidder shall provide comprehensive performance warranty for the period of 12 months, which shall start from the date of Site Acceptance Test.
- 6.3 During warranty period Bidder shall ensure that all the parameters as considered during PGTR, are maintained. Further services during warranty period shall also include comprehensive monitoring and maintenance of plant, ensuring continuous and smooth operation of complete electrolyser system along with replacement of any parts as required without any cost to Owner.

7.0 SERVICE LIFE GUARANTEE OF ELECTROLYSER SYSTEM:

- 7.1 Bidder shall ensure the guaranteed life of the electrolyser system is minimum 80,000 hrs from the date of commissioning.
- 7.2 Bidder shall declare a list of components of the electrolyser system and its nos., price, which need to be replaced before 80,000 hrs cycle life. The cost of replacement shall be loaded in the OpEx while calculating the LCOH.

8.0 PERFORMANCE GUARANTEE TEST RUN (PGTR):

- 8.1 Performance Guarantee Test Run (PGTR) shall be carried out within 3 months of commissioning (SAT) of the plant to ascertain the meeting of the guaranteed parameters as mentioned below:
- 8.1.1. Hydrogen production: 17 Kg/hr minimum.
 - 8.1.2. Total Power consumption: _____ Kw/Kg of H₂ (as guaranteed by bidder) (including BOP)
 - 8.1.3. Hydrogen pressure: 25 kg/cm² min.
 - 8.1.4. Hydrogen purity: 99.999 vol% min.
- 8.2 PGTR duration shall be at least 72 continuous hours.
- 8.3 Bidder shall provide the PGTR test procedure for approval of Owner. PGTR test shall be carried out as per the approved PGTR test procedure.
- 8.4 The Bidder shall be responsible for providing all material, equipment and manpower, specified or otherwise, which are required to carry out PGTR test.
- 8.5 There shall be no incentive/ reward in case of positive performance deviation i.e., when tested capacity of Hydrogen generation is more than the guaranteed capacity.
- 8.6 In case it is found that the equipment/ system has failed to meet the guarantees, the Contractor shall carry out all necessary modifications and/ or replacements to make the equipment/ system comply with the guaranteed requirements at no extra cost to Owner and re-conduct the performance guarantee test(s) with Owner's consent. In case the specified performance guarantee(s) are still not met, 10% of the line item 10 & 20 of SOQ shall be kept on hold as per the payment terms (in Part III SCC).

9.0 PROJECT SCHEDULE:

- 9.1 All the jobs including supply and execution shall be completed within 18 (Eighteen) months from the date of PO/ FOA whichever is earlier. Bidder to confirm the same.
- 9.2 Bidder shall submit a tentative schedule for execution of entire project from date of WO to commissioning, including all major milestones.

9.3 The project Schedule shall include but not limited to following milestones:

- i. Completion of BEDP
- ii. Detail Engg. including BOP
- iii. Site mobilization
- iv. Statutory clearance
- v. Supply of major equipment
- vi. Civil & structural works
- vii. Electrical works
- viii. Instrumentation work
- ix. Erection/installation
- x. Installation of DM water plant for electrolyzers
- xi. Commissioning

10. PROJECT ORGANOGRAM:

Bidder shall submit a detail organogram for the Project execution including various functions and activities e.g., Engineering fabrication, procurement, inspection, erection (site), commissioning, etc. The organogram shall indicate the Name & designation of the Project Manager and other persons working under him for various function/sections.

11. TRAINING

Bidder will provide on-site training on operation, maintenance and troubleshooting of critical equipment like electrolyser system, etc. & control system to Owner's personnel after the Site Acceptance Test (SAT) if desired by Owner. The schedule, nomination & venue for the training shall be confirmed by Owner.

Annexure – II

Instrumentation & Control system Requirements

Introduction:

Bidder shall note & comply the following minimum requirements during design and as a part of supply & services for instrumentation & control system of the offered package. Bidder to note that the below mentioned requirements are only basic requirements. Any additional requirements/items not specified but required for safe operation of the unit as well as to fulfill statutory requirements (e.g. PESO etc.) and successful erection and commissioning, bidder shall accordingly consider.

1. Control System Design Requirement:

Following requirements shall be complied while selecting and designing architecture of the control system:

- 1.1 Entire control and interlock operation of the offered package shall be done through a centralized PLC with SCADA based system. Separate independent control systems for sub package units are not acceptable. All Control & Logics shall be implemented in the centralized PLC systems only. Bidder shall consider separate PLC systems (of same make) for process Monitoring & control and Process emergency Shutdown (ESD) system. The offered PLC systems shall be hooked up with existing plant DCS through Modbus. The overall system design shall be fail safe.
- 1.2 **Specification & Requirements of PLC System:** Bidder shall note & comply

the following minimum requirements during design the PLC systems for the offered package.

- 1.2.1 Bidder shall assess the SIL level requirement as per the Hazop. However, the offered PLC systems (comprising CPU, Power supplies, its associated subcomponents and IOs) shall be minimum SIL2 certified from TUV as per standard IEC-61508/61511. Also, Software modules/ firmware shall be TUV approved for SIL2 application. It is to be noted that regarding the SIL certification by TUV, meaning of certified/ compliance/proven/suitable/rated etc. as defined by TUV shall be considered at par. Documentary proof shall be submitted along with all failure data.
- 1.2.2 Please note that minimum SIL2 approval of the PLC shall remain valid even in case of failure of any one of redundant module (i.e. CPU / power supply/ communication module/IO etc.). Documentary proof from SIL approving agency is required for above.
- 1.2.3 The offered PLC System shall be the latest proven one as on date of submission of offer and shall not be on the verge of declaring mature stage. Bidder shall provide OEM's declaration for minimum 15 years' service and spare support availability for the offered PLC system and submit the document duly signed by authorised representative of offered PLC system OEM in their letter head along with their offer.
- 1.2.4 The PLC system considered shall have proven track record of satisfactorily working in any Crude Oil refinery/Petrochemical units in India for a period of at least 6 months from the date of commissioning during last 10 years from the date of NIT. Bidder shall arrange end user performance certificate for the offered PLC system and submit the same to OIL along with offer.
- 1.2.5 The PLC System panels shall be placed in a room in safe area under hot & humid environment without any Air conditioning. Therefore, all components of the offered PLC system shall be suitable for continuous use with ambient temperature up to 55 Deg and Humidity level up to 95% (non-condensing).
- 1.2.6 PLC system hardware shall be G-3 Compliant (from OEM) as per relevant ISA guidelines
- 1.2.7 The PLC (Processor, IOs etc) systems shall have very high noise immunity to ensure safe and reliable operation when subjected to electrical radio frequency interference and electromagnetic disturbances expected in a plant. All offered system electronics shall be EMC compliant as per relevant IEC standards.
- 1.2.8 Bidder shall note that the offered PLC, IO systems, and HMI/SCADA software shall be of same OEM. Mix & match systems i.e., use of 3rd party I/O system or HMI/SCADA software is not acceptable. Also, bidder shall reduce component variety wherever possible so that common pull of inventory can be maintained for the complete system.
- 1.2.9 **Redundancy:** The PLC based Control systems shall be dual redundant hot standby PLC with redundant processors, redundant power supply, redundant communication card, redundant Control Bus, redundant network communication, redundant Modbus communication, redundant I/O rack power supply, redundant I/O rack interface module and Redundant IO Cards.
- 1.2.10 The system shall be designed "fault avoidant", as a minimum by selecting high grade components of proven quality and proper design of system electronics. The system shall be highly reliable, high-integrity safety system.
- 1.2.11 On-line replacement of any module shall be possible in such a way that the

removal and addition of the module shall be possible without de-energizing the system. Further, there shall not be any interruption in the system while replacing a faulty redundant module. Bidder shall ensure that the system design should not have any common mode failure.

- 1.2.12 The system shall be modular in construction and expandable in future by adding additional I/O modules, shall be easily accessible for maintenance and repair. The types of modules and their variety shall be kept to minimum possible, to have interchangeability and low spares inventory during operations.
- 1.2.13 All system engineering, programming, documentation etc shall be in English language only. The PLC logic should not be password protected and vendor shall ensure that all I/O shall be commented in English during system programming. Vendor shall handover the complete commented logic backup to OIL during hand over of the system.
- 1.2.14 All networking components like switches, media converters etc shall be industrial grade of reputed make.
- 1.2.15 **System Loading:** The total load of the PLC CPU, memory, and BUS system (including the installed spares) at any point of time shall not exceed more than 60% of total capacity.
- 1.2.16 **System Scan Time:** The scan time of PLC system shall be less than 250 milli Second. Scan time of PLC is defined as the cycle time taken by the system to read input, process input, executing logic, and update control output for all the logic configured within the system. Other activities like diagnostic routines, output/dump of data to peripherals, or any other activity which consume processor time shall also be accounted while computing scan time.
- 1.2.17 **System Configuration:** Following shall be noted for compliance during system design.

1.2.17.1 PLC Processor Unit:

- a) The offered processor units shall have sufficient memory capacity for handling enough quantities of real time I/Os and logics including Analog loops to meet present as well as any future requirements.
- b) A minimum of 40% spare memory space in each system shall be provided at the time of handing over of the system to OIL.
- c) The system Memory shall be non-volatile. However, in case of volatile memory, battery backup shall be provided for a minimum of 1 month to keep the stored program intact. Vendor to mentioned CPU battery life in the offer at the mentioned environment condition.
- d) The system shall be capable for handling extensive logical operation and analog control functions as per the requirement. Accordingly, incorporation of various logical function (like logic control, on/ off control, OR, AND, NAND, NOR, XOR, COIL SET/ RESET, timer, counter etc.) and analog functions, sequence table, various mixed function between analog and discrete IOs etc. in extensive way shall be possible as per site requirement.
- e) The offered PLC, programming language must be on Functional Block Diagram.

- f) Hot standby redundancy shall be provided such that in case of failure of the primary processor, the secondary processor shall take over automatically without any process disturbances and manual intervention. Both Processors shall access the inputs simultaneously. changeover shall be bumpless and the system shall be safe.
- g) Redundancy shall be provided for complete processor subsystem including CPU, memory, power supply & host system communication interface i.e. rack to rack redundancy.
- h) Vendor to furnish detailed controller schematic showing module wise inter connectivity, with the processor, I/O module, communication module etc. also connectivity of various field devices / interfacing devices to the controller shall be shown. The same shall be enclosed along with the technical offer.
- i) It shall be possible to map all I/Os and internal flags of the offered PLCs to 3rd party system for online graphical display and operation.

1.2.17.2 PLC Communication System:

- a) The communication subsystem shall be redundant digital communication bus (preferably over Ethernet) that provides reliable and high-speed data transfer between the processor subsystem & I/O subsystems. Failure of one communication bus shall not affect system performance.
- b) Loss of subsystem or module shall not disturb communication to other modules or results in performance degradation. Loss of a subsystem or module or module channel shall generate a diagnostic message to be displayed and logged at respective Operator stations as well as Operator cum Engineering Station identifying location/type of fault.
- c) Bidder to note that operator and Engineering stations shall be placed far away (around 1200m away) from the PLC panel locations. Accordingly, bidder shall consider extension of the control bus over fiber optics and shall consider necessary accessories (Like Converters, LIU, Patch Panel, Patch Cords, pig tails, switches etc.) as required for the same.
- d) The PLC shall have redundant dedicated ports for communication with the attached SCADA system. All component of PLC system shall be sitting on redundant control bus.

1.2.17.3 Input/output(I/O) Sub-system:

- a) The quantity of input/output required for each PLC systems shall be as per requirement. In addition to the process requirements, bidder shall consider additional I/Os required for UPS redundant feeders Voltage & Current Monitoring, Internal Temperature monitoring of all system panels, 24VDC power supply status monitoring. Also, Bidder shall ensure availability of at least 20% installed spare I/Os, fully wired up to terminal blocks in ready to use condition with all necessary barriers/relays as per requirement for any future requirement.
- b) The maximum number of channels per I/O module shall be 16 Nos for Analog I/O and Maximum 32 for Digital Signals.
- c) All PLC I/O cards channels shall have individual channel to Channel isolation.

- d) All Analog Input cards shall have 16-bit A/D Converter resolution
- e) Each I/O shall be protected against reversal of polarity of the power supply voltage to I/O.
- f) Each output (DO) shall be short Circuit proof.
- g) Each I/O module shall have LEDs to indicate the status and shall be hot swappable type.
- h) All the Digital inputs & Outputs shall be double ended i.e., two wires per input & output respectively.
- i) All intrinsic safety barriers shall be active isolating type and shall have isolation between input, output and power supply.
- j) For all Proximity sensor inputs Universal DI barriers shall be provided. Barriers with power feed rail with redundant power supply arrangement is preferred. Bidder shall ensure use of only one Make barrier for the entire plant.
- k) SIL Certified Interposing relays shall be considered for all other Non- IS Digital I/Os. All non-IS digital I/O shall be protected by fuse Terminal blocks at both supply and return lines.
- l) For Intrinsically safe digital field I/Os bidder shall consider suitable isolation barriers/Solenoid drivers as per requirement.
- m) In general, all I/O system design shall be failsafe (deenergise to safe) i.e., all relays are normally energized, and all contact normally closed (normally here means process normal condition and not “no power condition”).
- n) Electrical Device Start/Stop or VFD operation from PLC shall be hardwired only. Run feedback of all Electrical device shall be hardwired to PLC. Operation of electrical devices using through soft communication using digital bus shall not be considered.

1.2.18 Third Party System Communication:

- a) The offered PLC based Control system shall be communicated with 3rd party plant DCS through redundant MODBUS over TCP/IP.
- b) Bidder shall consider redundant Modbus communication Card for each 3rd party communication. Use of separate micro-PLC units for Modbus communication to 3rd party systems is not acceptable.
- c) Bidder to note that 3rd party systems are located around 1200 meters away from the offered PLC system and bidders shall consider necessary converters with all required accessories for extension of redundant Modbus network over fiber cable.
- d) Health status of the complete PLC system, Power supply units, networking components etc shall also be made available to OIL plant DCS through MODBUS.

1.2.19 Workstations:

- a) Bidder shall provide minimum 02 set Desktop PC based Workstations as operator station and 01 set of Engineering cum operator workstations and 01 set as SOE terminal dedicated for the ESD PLC.
- b) All workstations including Engineering station shall be equally capable of process operation, monitoring & control including alarm, trend, event log features. The SCADA HMI Workstations shall come loaded with features like alarm, trends (long term and historian), event log, and system logs so that

operator can get the alert for any malfunction in process as well as in system.

- c) All workstations shall be independently licensed and shall communicate independently to PLC system so that failure of any one workstation or Engineering station shall not hamper operation of the other workstations.
- d) Each of the offered SCADA software package shall be licensed for minimum 1000 I/O tags and minimum 200 graphics pages. However, if system design demands for larger capacity system, bidder shall accordingly consider.
- e) Design of graphic displays shall be as per ANSI/ISA-S5.5 Graphic Symbols for Process Displays.
- f) SCADA Operation Workstations and Engineering cum operator workstation shall have redundant dedicated ports for PLC communications. Accordingly, the supplied workstations shall be equipped with all necessary hardware.
- g) The Engineering cum operation station shall come loaded with licensed copy of PLC System Programming cum configuration Software, SCADA Engineering cum Graphics Development Software along with any other software required for any other sub-system configuration. All software copies along with licenses shall be handed over to OIL.
- h) SOE terminal shall come with dedicated software for SOE application having facility of monitoring/ logging storage/history etc.

1.2.20 All offered operator & Engineering Workstations shall be minimum Windows 10 (LTSC edition) operated Desktop PC having processor Intel i7, 3.0 GHz or better, 16 GB DDR3 RAM, 1TB SSD HDD (SAS/SATA), 21 Inch LED/TFT Monitor, DVD/CD RW Drive, USB Optical Keyboard & Mouse and I/O ports like USB, Ethernet ports, Audio ports etc. Any additional interface card required for redundant communication with PLC shall come pre-loaded. All stations shall come loaded with license copy MS Office package. Bidder shall also consider Industrial grade metallic console table with Chairs for all supplied workstations. **Sequence of Event (SOE) collection:** Following shall be complied

- a) Time stamped event shall be captured/ logged at the I/O level/ module itself (instead of CPU).
- b) Every event shall be automatically time stamped at I/O level and shall provide an exact sequencing with very high resolution and shall highlight first out event.
- c) If for some reason the communication to the SOE PC ceases, the PLC system shall buffer the events, so no event data are lost.
- d) Sequence of Event collection for ESD PLC from the IO system shall be through dedicated PC (termed as SOE terminal) and Dedicated software comprising facility of monitoring/ logging storage/history etc.
- e) Sequence of Event Collection through HMI is not acceptable. Integration of SOE into Process Alarm, Event application is not acceptable. SOE terminal shall be separate and dedicated for the ESD PLC.

1.2.21 Alarm Philosophy:

- a) Alarms shall be provided to give audio visual warning of any process and machine malfunction.
- b) All trips related inputs shall have a pre-trip warning alarm in addition to alarm at the trip condition
- c) The operator console shall have four (4) alarm priorities. One alarm shall be for events, second for non-critical alarms, a third for critical alarms and a fourth for system alarms. The operator should be able to mask a or group of alarms if required. A list of suppressed alarms shall be available to the operator

1.2.22 **PLC I/O Quantity Requirements:** The numbers of I/O (Analog/Digital etc.) required shall be decided by bidder. In addition to process, I/O requirement, additional I/O required for system status monitoring shall be considered. However, bidder shall ensure availability of 20% spares for each I/O type, fully wired ready to use conditions with all necessary barriers/relays (as required) up to terminal block.

1.2.23 Interlock system design:

- a) All safety interlock system shall be of failsafe design. Bidder shall ensure the same.
- b) Single tripping point shall be avoided for all the cases. All trip related interlock shall follow 2oo3 voting logic. For this requirement minimum 3 nos. of different field instrument having independent process tapping points shall be provided for the same application/service.
- c) For instrument related to ESD logic/ interlock but not to trip, 2oo2 voting logic shall be implemented for all the process switches (derived from transmitters). For this requirement, 2 nos. of field instruments with independent process tapping points shall be provided for the same application / Service.
- d) Any partial stroke testing requirement shall be managed by the same centralized ESD PLC only. No dedicated/ proprietary PST system shall be considered.
- e) Automatic Depressurization System (ADS) for Emergency Depressurization valve/ Dump valve and for any critical SDVs shall be incorporated using the plant ESD PLC only without additional proprietary ADS.
- f) Separate gas detection/monitoring system (GDS) shall not be considered. Same shall be incorporated in the ESD PLC.
- g) No mechanical switches shall be used for interlocks. Analog transmitters shall be used for interlock related requirements for Pressure/Temp/Flow/DP/Level etc with set point switching through PLC program. Accordingly, PLC AI blocks shall be considered.
- h) Separate field instruments shall be considered for process monitoring and system shutdown. All analog inputs coming to ESD PLC shall also be made available for monitoring by operation at operator workstations.
- i) All electrical device (i.e., Pump/Compressor Motors, MOVs, VFDs etc) operation/trip from ESD PLC shall be hardwired to electrical panels. Also, Hardwired Run feedback of all Motors from electrical systems shall be made available at Control PLC. Operation of electrical devices of any other similar device through digital communication network is not acceptable.

1.2.24 **System Diagnostics:** The system shall have extensive self-diagnostics which shall be able to identify the system failures up to I/O module level including redundant components, power supplies, networking components and complete real time system status can be visible in HMI along with alarm and event log facilities.

1.2.25 **PLC Panel Design:** Following shall be complied in PLC panel design-

1.2.25.1 Unless otherwise specified all supplied PLC Panels shall be free standing,

enclosed type with base frame and shall be designed for bottom entry of cables.

- 1.2.25.2 Bidder shall consider separate panels for UPS and Non-UPS power distribution, Analog Signals and Digital Signals. Also, bidder shall ensure that DI and DOs shall not be placed together on the same side of the panels.
- 1.2.25.3 Panel structure shall be sound and rigid and shall be provided with removable lifting lugs to permit lifting of the cabinets.
- 1.2.25.4 Panel size shall be standard and minimum overall dimension shall be 2100(H) x 800(D) x 800(W) mm. Panels shall have both side door opening facility.
- 1.2.25.5 Panel MOC shall be Powder Coated CRCA Sheet. Minimum Thickness of Doors: 2mm, Side panels- 1.5 mm, Top & bottom- 1.5mm, gland plate-3mm.
- 1.2.25.6 Painting of the control panels shall be over baked (two primer coat and two finish coat) power coating with matt finish and colour shall preferably be RAL 7035.
- 1.2.25.7 All PLC panels shall come fully engineered, wired, and neatly dressed in a good aesthetic look.
- 1.2.25.8 Panels shall come fitted with accessories like panel cooling fans, temperature monitors, vent louvers with dust filter etc. for air circulation
- 1.2.25.9 Illumination shall be provided for all panels by lamps, which shall be operated by door switch.
- 1.2.25.10 All metal parts of the cabinet shall be electrically continuous and shall be provided with a common grounding lug.
- 1.2.25.11 As the Size of UPS power cable going to panels are generally have large cross section, bidder shall therefore consider insulated & covered rail mount busbar type power terminations for all main incoming power connections. Also, vendor shall consider Type-2 Surge Protection devices for panel main incoming UPS power.
- 1.2.25.12 Vendor shall ensure availability of at least 20% spare space in each System, IO marshalling panels as well as in each power distribution panels for any future addition.

1.2.26 Power Supply to PLC System:

- 1.2.26.1 Following power supply voltage levels to be used unless otherwise specified:
 - a) For Instruments & Control System: 110V AC , 50Hz UPS
 - b) Panel/Cabinet Lightings: 230V AC, 50Hz non-UPS
 - c) Input Interrogating Voltage: 24 V DC
 - d) Solenoid Valves, Lamps: 24VDC (Intrinsically safe Type)
- 1.2.26.2 Bidder shall consider 110 Vac redundant UPS system with minimum 1 Hour battery backup facility for providing redundant uninterrupted power to the offered PLC systems. UPS shall accordingly design.
- 1.2.26.3 Completely isolated feeders with isolating transformer shall be provided for PLC Systems and other UPS loads.
- 1.2.26.4 20% feeder or minimum of one number of each feeder shall be provided as spare. UPS shall be sized accordingly.
- 1.2.26.5 **Power Distribution Panel (PDB):** Vendor shall consider Separate power distribution panels for distribution of redundant 110V AC UPS and 230VAC non-redundant non- UPS power to all vendor supplied system panels.

Following shall be complied for the power distribution panel:

- a) Separate PDB shall be considered for 110VAC UPS and 230VAC non- ups power distribution. Rating of each feeder shall be suitable to 1.5 times of calculated load requirement.
- b) System PDB size shall also be similar to the panel sizes mentioned in this document.
- c) Bidder shall consider rail mount Bolt Type Terminal Blocks with suitable ring lugs for termination of all Cables with conductor size higher than 16 Sq.mm.
- d) Type I Surge Protection Devices shall be placed for Main Power Incoming lines to the PDB. Also Type-II Surge Protection devices shall be placed on power distribution lines to individual marshalling panels and sub-systems.
- e) Power distribution to sub system/panels shall be through MCB busbar system only. No cable looping is allowed. Use of Copper busbar for power distribution shall be avoided.
- f) All PDB wirings shall be properly lugged, cross ferruled and items properly tagged.
- g) PDB incoming Voltage and current load on each feeder shall be made visible in SCADA system Necessary hardware required for online monitoring of incoming power load shall be provided.
- h) The PDB may also be used for providing power to field instruments (Mass flow meters, Ultrasonic flow meters etc. as applicable).
- i) Power to field LCPs shall be fed directly from Electrical Feeders. Or else bidder may use separate PDB for all distribution of 110 VAC UPS power to all other ancillaries.

1.2.26.6 **24VDC Power Supply (PS):** Following shall be complied for all 24VDC power supply for PLC system panels.

- a) Each power supply module shall be at least SIL2 Certified.
- b) No common bulk power shall be considered for powering IO Marshalling cabinets and field IOs as far as possible. All should be in distributed manner in redundant configuration.
- c) 24VDC power supply shall be incorporated in redundant configuration for individual marshalling panel. Bidder shall consider separate redundant 24VDC power supply units for barrier & field IO power and system.
- d) All 24VDC power supply units shall have charge protection capability.
- e) The 24VDC power supplies used for powering gas detectors shall have at least 28 Vdc power supply output.
- f) Redundant independent MosFET O-ring modules shall be provided at each 24VDC Power supply output in conjunction with Diode-O-ring modules for balanced load sharing between redundant power supply modules.
- g) The power supply block and MosFET diode modules shall be truly redundant to avoid any common cause of failure and any faulty block can be replaceable online easily without hampering the load. Bidder shall consider two independent power supply and two independent MosFET Diode blocks for each power supply.
- h) Each PS module of the redundant configuration shall be self- sufficient to drive the total load and shall have the capacity to drive
- i) 1.25 times of total maximum load of that panel so that failure of one PS

module of the redundant configuration shall not affect the system performance. The Mosfet Diode block capacity shall accordingly suite the power supply module.

- j) Each Power supply unit shall have status indications at the front facia and provision to provide load indication and power supply failure contact which shall be hardwired to PLC IO for online monitoring & alarm status.

1.2.26.7 **Surge Protection Devices:** Unless otherwise specified, surge protection devices shall be provided in power feed lines at following locations:

- a) Type-I charge protection devices at main incoming power to outdoor PDB of PLC system no. 1
- b) Type II charge protection devices for all 110VAC, 230VAC incoming power to all individual PLC panels

1.2.27 **Earth Pit Construction:** Vendor shall construct **4 nos** of Earth pits (2 nos for Panel earth and 2 nos. for System earth) for earthing of the PLC system panels. The earth pit construction shall be as per practice prevailing in refineries. Earth pits for electrical system shall be separated from Instrumentation earth pits.

1.2.28 **Wiring and Termination:** Following shall be noted for compliance for all supplied panels-

- a) All power & signal cables shall be FRLS type as minimum.
- b) All power & signal terminals shall be properly colour coded for easy identification. Red/Black/Blue/Grey/White/Green etc. colour terminals shall be used for power/signal/earth etc.
- c) Proper segregation between IS, Non-IS and power cables Terminals inside the panel/cabinet shall be ensured
- d) Bidder shall consider MCB of suitable ratings for main power incoming lines. Further distribution shall be done with separate 2 pole isolation MCBs for component of the panel so that each component can be individually isolated without disturbing the operation of other. While doing distribution of power through MCBs, MCB busbar system shall be used instead of wire looping.
- e) Also, to be noted that all 110Vac & 24Vdc Power distribution to subcomponents inside panel shall be through MCB busbar only.
- f) Any 24Vdc Power distribution to field IO shall be through Push in type Fuse Terminal Block Bus bar system only so than individual field IO power can be isolated. Use of Copper Metal Strip busbar and/or cable looping for distribution shall not be allowed.
- g) Any 110Vac power lines going to filed IO shall only be through Fuse TB in both in supply & return lines.
- h) **Terminal Blocks:**
- All power & Signal Terminal Blocks shall be DIN rail mount Screwless Push in type, top wire entry with test points facility and shall be suitable for accepting minimum up to 2.5 sq. mm-copper conductors in general. Sizing of power terminal blocks shall be done with due consideration of load. All signal terminals shall have knife disconnect facility. Approved make Wago/Weidmuller/Phoenix.
 - All fuse TB shall also be DIN rail mount screw less Push in type top entry

connection with pivoting fuse lever, having LED blown fuse indication.
Approved make Wago/Weidmuller/Phoenix.

- i) For 3-wire gas detector field wiring, bidder may consider multi-layer push in type top entry terminal blocks to save space requirement inside field panels.
- j) All signal & power cables shall be sized with safety factor of 1.5 times of the required load subject to minimum 1 sqmm for Signal and 1.5 Sqmm for Power cable.
- k) All panel wirings, terminations, MCBs, Power sockets shall be colour coded/numbered, stickers properly mounted and terminal blocks and connection points are clearly identified.
- l) All wiring shall be properly lugged and cross ferruled for easy identification.
- m) Separate earthing bus bar for Instrument earth and Panel earth shall be provided.
- n) Panel internal temperature monitoring arrangement shall be provided. Vendor may consume additional inputs for panel internal temperature monitoring, power supply

1.2.29 **Hardwired Console:** Bidder shall consider hardwired console comprising lamps, Interlock bypass switches, Remote Trip & ESD Push buttons, as per requirement at control room for providing alarms of critical process parameters, Bypassing of any interlock by operation, Remote Trip options for critical valves, pumps etc. and Plant remote ESD operation as per relevant safety guidelines. Following shall be noted for compliance:

- a) Lamp indications for Alarms of critical process parameters shall be provided in line with guidelines given in relevant safety documents
- b) Push buttons for remote Open/Close of valves, push buttons for Remote Trip shall be provided at hardwired console in line with guidelines given in relevant safety documents. All trip related push button shall have protection cover to avoid any unwanted operations.
- c) Interlock bypass provision using Rotary Switches with lap indications shall also be considered as per process requirements.
- d) Also, Common gas detection alarm lamp shall be provided.
- e) Plant ESD shall be provided in the hardwired console.
- f) All lamps, status as well as alarm, shall be provided with lamp test facility. One single lamp test push button shall be provided for the same.
- g) All Lamps shall be powered from PLC and shall be 24VDC powered.
- h) All the panel lamp, switches shall be hooked up with Main PLC system. Required logical operation shall be done in centralized PLC software, not through relay.
- i) No separate Annunciator units shall be considered. All alarm annunciation logic shall be developed in the PLC itself and output shall be fed to the lamps
- j) Bidder shall consider minimum 20% installed spares for all items such as lamps, Push buttons, Rotary switches etc.

1.2.30 **PLC System Handover:** After successful commissioning and SAT vendor shall handover the system for OIL uses. Following shall be handed over to OIL:

- a) License copy of PLC Engineering & Programming Software
- b) License Copy of SCADA Engineering and graphics development Software,

- Windows OS and any other software installed in the offered system.
- c) System backup including program backup, Configuration backup, SCADA backup etc.
 - d) System As built drawings and I/O loop drawings
 - e) GA Drawing of the complete system
 - f) Load Calculation Sheets
 - g) As built wiring details, JB schedule, Cable schedule, Set Point details, writeups on operation logics etc.
 - h) Vendor shall consider 2 set of hard copy and 02 set Soft Copy in CD/DVD format)

2. Local Control Panel (LCP):

LCPs, if required, for individual operation of any part of the unit shall meet the following requirements:

- 2.1 Local control panels in general shall be of free standing totally enclosed construction, fabricated from 3.2 mm thick CRCA steel plate. Max dimension shall be 2100 mm + 100 mm base (H) X 800 mm (W) X 800 mm (D), as a minimum and cable entry shall be from bottom only.
- 2.2 Canopy shall be provided to all Local Panels.
- 2.3 All lamps, status as well as alarm, shall be provided with lamp test facility. One single lamp test push button shall be provided for each panel.
- 2.4 All Lamps shall be powered from PLC and shall be 24VDC operated IS lamps
- 2.5 Push buttons and Selector Switches shall be Ex-ia IS, if not available Flameproof and non-IS type shall be used. DPDT (Double Pole Double Throw) type of switches shall be considered as a minimum.
- 2.6 Panel indicators if required as per system design in local panels shall be of IS loop powered type and their 4-20 mA input shall be driven from the main PLC system.
- 2.7 All the panel lamp, switches, loop indicator shall be hooked up with Main PLC system via IS barriers/Solenoid drivers. Also, no relay/ relay logic shall be incorporated at the local panel. Required logical operation shall be done in centralized PLC software, not through relay.
- 2.8 No separate Annunciator units shall be considered. All alarm annunciation logic shall be developed in the PLC itself and output through IS barriers shall be fed to the lamps
- 2.9 Flame Proof alarm strobe cum hooters to be placed at all local control panels which shall operate on 24VDC power from PLC panel.
- 2.10 Bidder shall consider minimum 20% installed spares for all local control panel items such as lamps, Push buttons, Switches, local indicators etc.
- 2.11 Bidder may provide touch screen Zone certified outdoor HMIs where local field level monitoring of process data by operators is required
- 2.12 Emergency stop push buttons shall be available at all local control panels.
- 2.13 LCP related to any sub package system or rotating equipment shall have the status indications on the local panel wherever applicable

3. Field Instruments, valves, and other instrumentation:

Selection of field instruments type is in bidder's scope. However, following shall be

complied while selecting field instrument, valves, and sensors-

- 3.1 All outdoor field devices shall be weatherproof to minimum IP 65.
- 3.2 Field bus Instruments shall not be used for the project. Only 4-20mA HART instruments shall be considered.
- 3.3 Single tripping point shall be avoided for all the cases. All trip related interlock shall follow 2oo3 voting logic. For this requirement minimum 3 nos. of differed field instrument having independent process tapping points shall be provided for the same application/service.
- 3.4 For instrument related to ESD logic/ interlock but not to trip, 2oo2 voting logic shall be implemented for all the process switches (derived from transmitters). For this requirement, 2 nos. of field instruments with independent process tapping points shall be provided for the same application/ service.
- 3.5 Minimum 2oo2 voting shall be considered for the application of automatic operation of related pumps / valves, drain shutdown valve or drain pumps used for automatic draining.
- 3.6 All field instruments cable entry shall be ½" NPT(F) unless otherwise specified. If any instrument is having dual entry the other entry shall be plugged with SS plug.
- 3.7 PESO type approval is mandatory for all field instruments installed in hazardous areas.

3.8 Transmitters (Flow/Level/Pressure/Temperature):

- 3.8.1 All transmitters shall be intrinsically safe and SMART type with HART protocol with integral LCD indicator and be furnished with test terminals and bypass diode to facilitate field testing without disconnection of integral indicator.
- 3.8.2 In general instrument range shall be selected such that in normal process operation the indication shall be between 40 to 60% of span and 60 to 80% of span for square root inputs.
- 3.8.3 Reference accuracy of transmitters (PT/DPT) shall be ±0.075% of span or better (inclusive of combined effects of linearity, hysteresis and repeatability). For spans below 760 mmWC reference Accuracy shall be ±0.1% of span is acceptable.
- 3.8.4 Direct type Transmitter (PT/DPT) (with range 760 mmWC or above) stability: ±0.2% of URL or better for a period of minimum 10 years for transmitters. For transmitters with URL below 760 mmWC, transmitter stability shall be within ±0.2% of URL or better for a minimum period of 01 year.
- 3.8.5 Diaphragm seal instruments (PT/DPT) with capillary shall be used for crystallization, congealing and viscous fluid services, where plugging of the element may occur or where suitable material is not available in highly corrosive services. In these cases, flange material shall be according to pipe class but minimum SS316 and the diaphragm material shall be minimum SS316 or better depending on process requirement. The connection flange size for diaphragm seal PT shall be 1-1/2" and for Diaphragm seal DPT shall be either 2" or 3". The extended capillary shall be minimum 3 meter long. Flushing / Spacer ring shall be considered for all Diaphragm seal instruments and wherever provided shall be from transmitter vendor only.

Flushing / Spacer ring shall be of minimum SS316 material and shall have seal welded vent and drain connections. Capillary shall be of min SS316 and shall have SS-304 armoring with PVC covering. Seal fluid shall be DC 704 or equivalent suitable for service conditions.

- 3.8.6 In general Diaphragm seal type DP transmitters shall be used for all Level measurement except for Boiler drum level where IBR guidelines shall be followed. Displacer type Level transmitter is preferable for Steam Drum & interface level measurement. All Level Transmitter process tapping shall be side-side flanged connection directly to process vessel only. No standpipe mounting is allowed.
- 3.8.7 For boiler drum level measurement vendor shall consider at least 1 Nos. Direct DP type level transmitter with impulse piping/tubing and 01 no. Displacer Type level transmitter.
- 3.8.8 Non-contact Radar type Level transmitters shall be used for level measurements of process tank, underground sump, vessel / column of highly corrosive service (acid service/ alkali service/DMDS) above range 3000 mm. Radar wetted parts/antenna shall have Teflon / PTFE coating for corrosive service application. Also, continuous purging arrangement over the antenna shall be considered in case of vapor content.
- 3.8.9 Guided wave radar shall be used only for clean service applications such as water/seal oil/Lube Oil/seal plan level measurement etc.
- 3.8.10 For any other application, bidder may use Radar Level instruments only after due approval from OIL.
- 3.8.11 For underground vessel level measurement such as CBD/ABD etc, vendor shall consider one top mounted Displacer type Level Transmitter and one top mounted Non-contact Radar type LT with Stillwell mounting. Still well MOC shall be SS only.
- 3.8.12 Ultrasonic type level instruments shall NOT be used for acid and alkali services.
- 3.8.13 In general, all flow meters shall be DP type using Orifice/Flow Nozzle/Venturi as per requirement. All such flow primary instruments shall have at least 2 sets of tapping provision so that at least 2 DP transmitters can be hooked up with independent tapings on each primary flow element if required. The non-used tapping shall be plugged for any future use.
- 3.8.14 Coriolis mass flow/ Multipath Ultrasonic Flow meters shall be provided where high accuracy is required and for all feed in and product out lines of the unit for accurate mass balance & Energy calculations. For custody transfer applications only Multipath Ultrasonic meter (minimum 4 path)/ Coriolis meter compliance to OIML shall be used. In line Electromagnetic flow meters shall be considered for Cooling water, Portable water, Fire water flow measurements at battery limits (Supply & return lines). EM flow meters should have provision for isolation with bypass for periodic cleaning & maintenance.
- 3.8.15 Vortex meter shall be used for normal process related clean service (HC (Liquid & gas), steam, main flow to unit-in and wherever high accuracy is required.
- 3.8.16 For flow, level, pressure, and DP transmitters, the body and other wetted parts material shall be SS316 min. In case of H2 services sensor diaphragm shall be gold plated SS316L.

- 3.8.17 Temperature transmitters shall be used for any process temperature measurements. No RTD/TC cable directly run to control room.
- 3.8.18 Temperature transmitters shall be Dual Chamber Design, Remote mounted type (on 2" Pipe), smart with HART protocol and integral Display. Head mounted transmitters shall not be used. Transmitter shall have universal input for thermocouple / RTD and output 4-20mA DC for 2 wire system. Transmitter output signal shall be linear and directly proportional to the measured temperature. Transmitter shall have automatic cold junction compensation for thermocouples and Burnout protection (User selectable Up Scale / Down Scale).
- 3.8.19 All transmitters shall have over-range protection, lightning, and surge protection. In case of pressure, the over range protection shall be more than 150% of the maximum design pressure of the system (Pipe/ Vessel/ column etc.) where the Instrument will be connected. For other parameters like temperature/ flow etc. over range protection shall be more than 130% of the maximum design process parameters.
- 3.8.20 2 wire loop powered Seismic Vibration transmitters shall be used for any casing vibration measurements of rotary equipment.

3.9 Temperature Elements:

- 3.9.1 All temperature elements shall be duplex type.
- 3.9.2 Thermocouples shall normally be of Magnesium Oxide (MgO) insulated and minimum SS316 metal sheathed type, and the hot junction shall be ungrounded to the sheath except skin type thermocouples. Thermocouple lead wire size shall be minimum 18AWG. Thermocouple type shall be as per process requirement.
- 3.9.3 3 Wire RTD (Pt 100 Ohm at 0 DegC) shall be considered where very narrow spans or high accuracy (Class A) (e.g., temperature compensation of flow rate) are required. The elements shall be MgO insulated and minimum SS316 metal sheathed type and shall be of three- wire system. The applicable operating temperature range will be (-)200 to 200 DegC.
- 3.9.4 All temperature elements shall be provided with Thermo-wells mechanized out of forced bar stock up to 500 mm of immersion length of MOC SS316 as minimum. Thermowell flange material shall be same as thermowell material. For immersion length higher than 500 mm built up thermowell design shall be considered. shall be provided for protection of the primary measuring element. Thermowells process connections shall be flanged 1-1/2". Well and flange material shall be SS316 minimum.
- 3.10 **Solenoid Valves:** All Solenoid Valves shall be minimum SIL2 certified having SS316 Body & Trim as minimum and Coil insulation class shall be class H and shall be suitable as per area classification.

3.11 Control & ON-OFF Valves:

- 3.11.1 Control and ON-OFF valves shall have flanged end connections integral to the valve body with flow direction clearly marked on the body.
- 3.11.2 All process control valves shall have isolation provision with bypass.
- 3.11.3 Valve body & flange rating should be equal to or higher than the respective piping class

- 3.11.4 Butterfly valves shall be double flanged. Wafer design is not acceptable
- 3.11.5 The control valve capacities in terms of flow coefficient (Cv) shall be calculated as per ANSI/ISA 75.01.01 "Control valve sizing equations".
- 3.11.6 All control valves shall be sized and selected with controllable range (20% to 80%) covering the turndown and maximum capacity of the plant. Range-ability shall be checked for the anticipated minimum flow rate, which should be $\geq 20\%$ of full stroke. The maximum flow shall be between 60 to 80% of full stroke for equal percent trims and 50 to 80% for linear trims.
- 3.11.7 Noise generated by control valve during operation shall be limited to OSHA specified levels i.e. the maximum allowable noise shall be less than 85 dBA, when measured at a distance governed by ISA 75.17.
- 3.11.8 Valve seat leakage shall be as per ANSI FCI 70.2 and shall be selected with due consideration to meet the requirement. However minimum seal leakage class for control valve shall be Class IV.
- 3.11.9 For process control, Self-regulating PCV should be avoided
- 3.11.10 All Depressurizing valves and ESD Valves shall be Fire Safe Design and shall be tested for fire safe as per BS6755 (Part-2) when the valves are provided with metal-to-metal seats and shall be tested as per API 607-4 latest edition when the valves are provided with soft seats.
- 3.11.11 Inventory isolation valves and its associated accessories shall be provided as fire safe type.
 - 3.11.12 Wherever fire safe requirement is required for valve, associated actuator and all accessories, tubes, Volume bottles etc of the valve shall also be made fireproofed using flexible fireproof jackets having multi-layer ceramic fibers to ensure normal valve operation during and after exposure to fire. The offered fireproof jacket shall comply Hydrocarbon Jet Fire test (ISO 22899-1), meeting the requirements in terms of type of exposure and exposure time of the testing procedure given.
- 3.11.13 Valves linked with flare shall be of class VI. Triple Eccentric Butterfly valve can be used for Flare operation.
- 3.11.14 Design of depressurization valves shall be fault tolerant and dual SOV in 2oo2 Configuration shall be considered.
- 3.11.15 Intrinsically safe 2-wire loop powered 4-20 mA SMART type Valve positioner with HART Protocol & local display shall only be used. All positioner mounting assembly, Link MOC shall be SS only.
- 3.11.16 Namur proximity sensors shall only be used for valve position limit indication
- 3.11.17 Valve actuator shall be pneumatic spring opposed diaphragm type, in general. If required, Piston and cylinder type actuators may also be used. Vendor shall size these actuators based on maximum 4.5-5.0 kg/cm² air supply pressure. Actuator sizing is manufacturers responsibility. Manufacturer shall provide actual sizing calculations.
- 3.11.18 All Fail close valve actuator shall be painted YELLOW and Fail open valve actuator shall be painted GREEN and Shutdown Valve actuator shall be painted RED.
- 3.11.19 All Control valve tubing shall be SS316 only. Air filter regulators having 5-micron filter shall be provided for all control and On/Off valves

- 3.11.20 All control valve, Positioner and SOV vents shall be plugged with weather protected SS sintered plugs to avoid any ingress of rainwater and bugs.
- 3.11.21 For all valve castings with ratings ANSI 600# and above and for Valves in Sour, IBR and H2 service, valve castings and welds shall undergo Radiography as follows: 100% radiography testing shall be applied. The radiography procedure and the areas of castings shall be as per ANSI B16.34 and acceptance criteria shall be as per ANSI B16.34. For areas of castings to be radiographed for valves not covered as per ANSI B16.34 guidelines, the vendor shall furnish details of the areas to be radiographed as per ANSI B16.34
- 3.11.22 Vendor to supply only standard product out of manufacturing range as listed out in the product catalogues of the valve manufacturer including valve model nos., sizes and Cv values for the indicated sizes etc. Valve with non-standard model no., Cv's and size shall not be acceptable.
- 3.11.23 Valve accessories like Air Filter Regulators, Smart Positioner, Solenoid valves, Limit switches, Pneumatic lock relay etc. (Wherever applicable) shall be supplied in fully assembled and tested at factory with minimum of 1/4" OD size SS air tubing. Tubing of higher size for proper actuation of actuator / control valve shall be restricted to 1/2" OD which needs to be furnished by vendor during detailed engineering. Accessories like AFR shall be selected to match the air tubing requirements.
- 3.12 **Level Gauge:** Magnetic Type Level gauge made of Stainless Steel (SS316/316L as minimum) shall be used in general for all applications except boiler drum level where steel armored gauge glass shall be considered as per IBR guidelines.
- 3.13 Pressure Gauges:**
- 3.13.1 In general, bourdon type gauges shall be considered. Bellow, diaphragm, or capsule type gauges shall be considered for very low- pressure ranges. Compound gauges shall be supplied for gauges having ranges from negative to positive pressure values.
- 3.13.2 Magnehelic or equivalent type gauges shall be considered for Draft Pressure application
- 3.13.3 In case of bourdon type gauges, the size of the bourdon tube shall not be less than 75% of the nominal diameter of the dial size.
- 3.13.4 In general gauge socket shall be in one piece and shall also serve as element anchorage in case of bourdon tube type element, which shall be directly connected to the socket, without any capillary or tube in between. For other type of elements, the anchorage may be integral with the socket or connected with socket using capillary tube with minimum bore of 3 mm.
- 3.13.5 All pressure gauges shall be all welded construction, body shall be SS only, dial size shall be minimum 100 mm and shall have blow-out safety device.
- 3.13.6 Any joint in the process wetted system including joint between the element and the anchorage/socket shall be welded type only.
- 3.13.7 Unless specified otherwise, the pressure gauge should have an over- range protection of at least 130% of maximum working pressure, as minimum.

- 3.13.8 All gauges shall be weatherproof to IP 65 as minimum.
- 3.13.9 The range of gauge shall be such that process operating pressure fall in the mid-range of the gauge.
- 3.13.10 For steam service applications range of gauge shall be at least 1.5 times the maximum operating pressure.
- 3.13.11 Siphons shall be provided for steam service and high temperature
- 3.13.12 All pressure gauges shall be provided with zero adjustment facility.
- 3.13.13 Diaphragm type shall be used where necessary to protect gauges from corrosive fluid, crystallizing fluid, fluid including solids, high viscous fluid, and high vibration services. The Flange connection Size for diaphragm gauges shall be 1-1/2" only, diaphragm material shall be minimum SS316L, and capillary filling fluid shall be silicon only.
- 3.13.14 All differential pressure gauges shall be magnetic piston type. Alternatively, DP transmitter with local indication shall be provided.
- 3.13.15 All direct type pressure gauges shall come 2-way manifold with DP gauges shall come with 3-way manifold. Manifold MOC shall be SS316.

3.14 Temperature Gauges:

- 3.14.1 Bimetallic temperature gauges shall be used for local indication of temperature and measurement shall be in DegC.
- 3.14.2 Temperature gauges shall be of the separate socket type suitable for well installation. Upon assembly of components, the temperature gauge element shall firmly contact the bottom of the well. The gauge stem shall fit the well so that maximum heat transfer rate results
- 3.14.3 Gauge Body shall be SS only, dial size shall be minimum 150 mm and shall have adjustable pointer.
- 3.14.4 The gauge movement material shall be of stainless steel, as a minimum.
- 3.14.5 Whenever temperature gauges are specified with capillary extension for remote installation, the capillary shall be of minimum SS 304 protected by stainless steel flexible armour.
- 3.14.6 Thermo-wells shall be provided for protection of the primary measuring element. Thermowells process connections shall be flanged 1-1/2". Well and flange material shall be SS316 minimum. Gauge connection shall be 1/2" NPT
- 3.14.7 Gauge shall have over range protection of at least 120% of maximum range.
- 3.14.8 Unless specified otherwise, the case of bimetallic type of gauges shall be all angles rotatable type.
- 3.14.9 The gauge dial shall be made of a suitable metallic material so that the finished dial shall be capable of withstanding a dry heat of 85 DEGC for 10 hours and immersion in water at 85 DEGC for 1 hour without cracking, blistering, warping or discoloration of the dial or paint on the dial.
- 3.14.10 10 hours and immersion in water at 85 DEGC for 1 hour without cracking, blistering, warping or discoloration of the dial or paint on the dial.
- 3.14.11 Dial Cover/Window: Glass/Laminated safety glass /Polycarbonate (shatterproof)
- 3.14.12 The pointer stops shall be provided at both ends of the scale to restrict the pointer motion beyond 5% above the maximum scale and less than 5% below the minimum of the scale.
- 3.14.13 Ingress Protection: IP 65 or better

- 3.14.14 Accuracy: Unless otherwise specified, the accuracy of temperature gauge shall be (+/-)1% of set range.
- 3.14.15 The range of gauge shall be such that process operating temperature fall in the mid-range of the gauge.

4. Instrument Hook ups:

- 4.1 For Non-congealing services (Upto 600 class and maximum operating temp. upto 325 Deg C.) as well as utility services except steam, standard bought out prefabricated (with 5 valve manifold) for flow orifice with flange tapping and (with 2 valve manifold) for PT & PG and pretested hook-up for all flow (dP) transmitters, Pressure transmitters shall be used. These hook-ups shall be basically close coupled instrument hookup integral type complete with instrument root valve, equalizing valves, oval flange adaptors, vent, drain pre-tested and pre-engineered ready for installation. MOC shall be minimum SS 316.
- 4.2 For Non-congealing services (Above 600 class and maximum operating temp. above 325 Deg C.) and for steam services, piping with tubing at instrument end shall be considered.
- 4.3 For all instruments 2 Nos. of valve shall be provided for isolating the instrument from process. One will be root isolation valve and shall be installed near the process tapping and other will be Instrument isolation valve and will be installed near the transmitter. Also, for high temperature/ high pressure (600 class and above), double root isolation shall be considered).
- 4.4 First Isolation root valves, vent/drain valves shall be gate valves for hydrogen service. For services 600# and above double isolation root valves and double vent/drain valves shall be considered. No pipe unions shall be used, only break flanges shall be used in instrument hook-ups. Equalising valves shall be globe type valves.
- 4.5 Thickness of Instrument impulse pipes, nipples thickness upto 300# rating shall be sch 80 and above 300# rating shall be Sch 160. All associated pipe fittings shall have minimum 3000 lbs.
- 4.6 All valves and manifolds shall be forged type only and of minimum 800# rating.
- 4.7 All Instrument tubes used for impulse piping shall be made using 12 mm OD X
- 4.8 1.65 mm thick ASTM A-269 TP 316L stainless steel fully annealed seamless tubes and SS 316 double compression fittings
- 4.9 Only Swagelok/Parker/Hoke make prefabricated Hookups, manifolds, & tube & fittings shall be considered for all HC and H2 process service application. All tube fittings shall be double ferrule compression type only.
- 4.10 Standpipe is to be avoided completely for Level transmitters. Level transmitter shall be mounted directly with the vessel/column using dedicated nozzle /tapping per transmitter. Side-side flanged connections are preferred when directly connected to the vessel.
- 4.11 In general, all field transmitters shall be 2" Pole Mount Type. Prefabricated FRP Canopy with SS mountings brackets shall be considered for all field

instruments.

- 4.12 Vendor shall provide instrument stands, stanchions and other structural steel material required for supporting the impulse lines, and instruments.
- 4.13 Steam tracing of all instruments shall be considered on steam traced Process line. For steam tracing of instruments copper tube and brass fittings shall be used. Tube fittings shall be double ferrule type. For each instruments steam trace bore shall be provided with steam trap duly connected.
- 4.14 OIL piping material specification (PMS) shall be followed for all impulse piping works. PMS is given elsewhere in the tender.
- 4.15 Based on above basic guideline, vendor shall prepare, develop installation standards and indicate bill of material for each installation.

5. Gas Detection, Flame detection & Monitoring System:

5.1 Gas Detector:

- a) All point type gas detectors shall be 3 Wire, SIL2 certified, Microprocessor based Intelligent Transmitter with integral local display having non- intrusive calibration facility and 4-20mA (HART) output.
- b) Sensor and transmitter both shall be Ingress protected and certified to IP66 or better.
- c) Multibeam IR type gas detector shall be used for HC gas leak detection and Combustible Catalytic type detectors shall be used for H2 gas leak detection.
- d) The IR type Gas detector shall be equipped with suitable mechanism to eliminate accumulation of any condensate on the window/mirror. Compensation for disturbances like variation in lamp intensity due to dust, variation in humidity, variation in temperature, lamp aging etc.
- e) Detectors shall have Continuous self-check for immediate detection of internal failures.
- f) Detector shall be immune to radio frequency interference as per IEC 60801.
- g) Detectors shall have Continuous self-check for immediate detection of internal failures.
- h) All detectors shall come with 2" Pole Mount Detector mounting brackets, Rain & Dust protection cover, Splash guard etc. as required. Canopy shall be provided for outdoor use detectors.
- i) Handheld calibrator if required for configuration of gas detectors shall be provided.

5.2 Flame Detectors:

- a) Bidder shall consider SIL2 Certified flame detectors suitable for detector of Hydrocarbon based fire as per applicability in the unit.
- b) Detector shall give two Potential free Relay contacts, One for Fire Alarm and one for Fault in the detector to plant PLC. In addition to this detector shall give 4-20mA output to plant PLC for flame intensity monitoring.
- c) Flame detector shall be Multispectral IR detectors or UV/IR Detector as suitable for the application.
- d) Detector operating voltage shall be 110VAC, 50Hz.

- e) The detector shall be equipped with suitable mechanism like heated optics etc. to eliminate accumulation of any condensate on the window.
- f) Detector shall have immunity towards false triggers from sources such as direct or indirect sunlight, arc welder flash, resistive heaters, fluorescent, halogen, and incandescent lights.
- g) Detector mounting bracket Kits (Swivel mounting bracket suitable for 2-inch Pole mount type, MOC: SS) along with Rain & Direct Sunlight protection cover etc. as required for the detector shall be considered.

5.3 Gas detection and Monitoring System:

- a) NO Separate gas detection/monitoring system (GDS) shall be considered. Same shall be incorporated in the centralized ESD PLC.
- b) Strobe Light cum hooters shall be placed in all field locations for awareness to field personals for any gas leak.
- c) A dedicated Screen shall be made in SCADA workstations for Consolidated view of all gas detectors by operations.
- d) Gas detector and Flame detector common alarm shall be made available at Hardwired console at control room.

6. Online Process and Stack Analyzers:

Following shall be noted for compliance for analyzers if supplied for the unit:

6.1 Online Process Analyzers:

- a) All process analyzers shall be placed on field and certified to the specified hazardous area.
- b) Unless otherwise specified all analyzer sample handing systems shall be extractive type only.
- c) For Zirconia type Oxygen Analyzers shall have Flange mounted close coupled extractive type sensor head with Electronics and calibration control facilities at grade levels.
- d) Analyzers for Hazardous areas application, analyzer enclosures preferably shall be Exd Flame proof type certified to the specified hazardous area. However, if the same is not possible bidder may consider purge panels to make normal analyzers suitable for Hazardous area mounting.
- e) Only SS panels with SS canopy shall be considered for field analyzers. The analyzer with sample handling system shall be installed inside the panels as per applicability.
- f) Zirconia/Paramagnetic analyzers shall be considered in general for Oxygen concentration measurement. TDLS type analyzers shall be considered for in-situ cross duct oxygen measurement.
- g) Moisture analyzers shall be Al₂O₃ probe type/tunable laser diode type only.
- h) On-line gas chromatographs shall be avoided as far as possible.
- i) Hydrogen analyzers shall be Thermal Conductivity based and shall be field mounted.
- j) Analyzer shelters for hazardous area use shall be avoided. Only field mounted SS panels with canopy shall be considered. Analyzers for Hazardous areas

application shall be Exd Flame proof type & certified to the specified hazardous area. However, if the same is not available, vendor may consider purge panels (certified for the specified hazardous area) to make normal analyzers suitable for Hazardous area mounting.

- k) All tube fittings, valves used in analyzer sample handling system shall be Swagelok/parker/hoke make only.
- l) Vendor shall supply Calibration kits comprising (Zero & Span gas) with all necessary accessories required for calibration along with each of the supplied analyzer systems.

6.2 Online Stack Analyzers: Following shall be noted for compliance for CEMS analyzers if available:

- a) Stack analyzer requirement shall be as per statutory guidelines.
- b) All Stack analyzers (SO₂/NO_x/CO etc.) shall be Hot-extractive sample handling type with analyzers at grade level only. Dilution based analyzers and In-situ type stack analyzers are not acceptable.
- c) Multi component analyzers shall be avoided so that failure of one analyzer shall not affect reading of the other.
- d) Stack analyzers probes, Sample coolers, pumps, moisture detectors etc. shall be either Buhler or M&C make
- e) Stack Particulate monitors if provided shall be retroreflective type with Display electronics mounted at grade level.
- f) Vendor shall provide GSM SIM based datalogger in the analyzer panel for sending analyzer data directly to CPCB server through OIL service provider.
- g) All tube fittings, valves used in analyzer sample handling system shall be Swagelok/parker/hoke make only.

7. Instrument Junction Box:

- a) Bidder shall consider separate JB shall be considered for IS and Non-IS signals. Also, separate JB shall be considered for Process Control and EDS PLC field signals. Further it is to be segregated as follows based on signal types:
 - Analog Input/Output
 - Digital Input
 - Digital Output
 - RTD
 - Thermocouple
 - Gas Detector Signals
 - Power Cables
 - Fire detection Signals
- b) Junction box MOC shall be die-cast aluminum (LM6 grade) as minimum. However, bidder may go for SS JB if required for certain applications.
- c) Junction box shall have detachable cover which shall be fixed to the box by means of Allen head screws.
- d) Sizing of the junction box shall be done considering the accessibility and maintenance in accordance with the following guideline:
 - Minimum 50 to 60 mm gap between terminals and sides of box parallel to terminal strip,
 - Bottom/ top of the terminal shall not be less than 100 mm from bottom/ top

of the junction box.

- e) JB Terminal blocks:
 - TB Type: DIN Rail mount tool free Screw less push in type,
 - TB Size: Suitable for cable of 2.5 Sqmm Copper Conductor.
 - Quantity: 24 nos for 6 Pair JB, 48 Nos for 12 Pair JB, 36 Nos of 6 Triad JB and 48 nos for 8 Triad JB
- f) All Junction boxes shall be provided with external earthing lugs for body earthing.
- g) All entry holes shall be NPT threaded.
- h) Ingress Protection: IP 65 minimum for field junction box.
- i) Each junction box shall have minimum of 10% or 2 Nos. minimum spare entries for Branch cables and 1 no. from Bottom for main cable entry. All spare entries shall be provided with SS plugs. One JB shall be connected with one multipair cable only.
- j) Cross ferruling philosophy shall be followed for all wiring.
- k) JB color for IS signals shall be Blue (Epoxy Shed) and for other non-IS signals and Power shall be Grey (Epoxy Shed)
- l) All junction boxes shall be certified to the specified hazardous area. For junction box in hazardous area installation, PESO type approval is mandatory.

8. Cable Glands & Plugs:

- a) All cable glands shall be weatherproof to IP 65 as minimum, double compression type, Nickel plated Brass with shrouds and certified to the specified hazardous area. Cable glands shall be NPT threaded for field JB and ET threaded for Field & control room Panels.
- b) For Control room panels single compression ET cable gland may also be considered
- c) Cable glands selected by vendor shall suit the supplied cable OD.
- d) Plugs shall be of nickel-plated brass and shall be certified flameproof when used with flameproof junction boxes

9. Instrumentation Cables:

Following shall be noted & complied for instrumentation signal and control cables-

- 9.1 All field cables shall be FRLS, armored type only. Non armored cables shall not be used at field, even for skid mount instruments
- 9.2 Bidder shall take prior approval for cable data sheet from OIL before ordering.
- 9.3 All instrumentation Signal cables (IS and Non-IS) shall be FRLS type, minimum 650/1100V Insulation grade, twisted pair, having minimum 1.5 Sqmm PVC insulated core, made from 7 stranded annealed tinned copper conductors, individually shielded, backed by Aluminium mylar helically applied with each pair either side 25% overlap and 100% coverage, with overall screening with Aluminium mylar plus tinned copper drain wire(minimum 0.5 sqmm) and having PVC inner sheet with nylon rip cord, galvanised steel armour and HR PVC blue coloured outer sheath.
- 9.4 All Power cables shall be FRLS type, minimum 650/1100V Insulation grade, minimum 1.5 Sqmm XLPE insulated Stranded Copper conductors, having PVC inner

- sheet with rip cord, galvanized steel armour and Black Colour PVC outer sheath.
- 9.5 All Gas Detector Signal cables shall be FRLS type, twisted triad, having minimum 2.5 Sqmm PVC insulated core, made from 7 stranded annealed tinned copper conductors, individually shielded, backed by Aluminium mylar helically applied with each pair either side 25% overlap and 100% coverage, with overall screening with Aluminum mylar plus tinned copper drain wire(minimum 0.5 sqmm) and having PVC inner sheet with nylon rip cord, galvanized steel armour and HR PVC black coloured outer sheath.
 - 9.6 All multi pair cables shall have 6 pair/ 12 pairs only while multi triad cable shall have 6 triads/8 triads only. Multipair Cable with nonstandard cable pair/triad shall not be used.
 - 9.7 Optical fiber cables shall be GI steel wire Armored, double jacketed having 6 colour coded dual window single mode (DWSM) optical fiber in gel filled loose buffer tubes. The design shall be as per the latest versions of recommendations and specifications made by International Committees/Organizations such as ITU-T, IEC, TIA/EIA etc.). Bidder shall consider redundant armored OFC cables for communication between PLC panel and HMI stations. Preferred color is Orange.
 - 9.8 In special cases where use of armored cables is not possible, bidder may use non armored cables with prior approval from OIL. However, routing etc. of such cables shall be through proper using of SS conduits.

10. Instrumentation Cable Trays and cable ducts:

Following shall be noted for compliance:

- 10.1 Overhead Main Cable ducts shall be used for routing multicables in the unit unless specified otherwise. This main duct shall be routed over the pipe rack with suitable accessible location.
- 10.2 Main Cable ducts shall be made of G.I. sheets and shall be covered. Cable duct shall be epoxy painted.
- 10.3 Proper segregation shall be made between IS, non-IS and power cables.
- 10.4 Vendor shall provide Continuous channel for support of the main cable duct and the same shall be suitable for a load considering 100% filling of the duct by cables. Duct shall be sized considering 60% occupancy of the duct by cables. For ladder and angle trays vendor shall provide support at a minimum interval of 1.5 m.
- 10.5 Only G.I. perforated cable trays with G.I. Sheet cover shall be used for all instrumentation cables
- 10.6 Thickness of tray shall be minimum 2.0 mm for 50 mm wide tray, 3.0 mm for 100 to 400 mm wide and 4.0 mm for 500 mm wide tray.
- 10.7 All cable ducts on main pipe rack/ other fire zone area and cable trays from JB to main cable duct inside battery limit shall be fireproofed as per safety requirements. Also, all branch cable trays/ cables (from field JB to Instrument) of Control valve/ On off valves related to ESD and depressurization system shall be fire proofed. Main duct shall be fireproofed along with branch tray from Junction box to main duct. Cable duct shall be fireproofed within the battery limit area of plant.
- 10.8 The fire proofing system used should be able to provide a fire coverage of minimum 30 minutes of hydrocarbon fire to cable ducts / trays without damaging the cable.
- 10.9 Cable tray laying to take care of the necessary clearance for fire proofing of structures.

11. Instrument Air Distribution:

Following shall be complied while considering Instrument air distribution inside unit for various uses such as valve operations, Panel/Instrument Purging (if any) etc.

- a) Instrument air distribution network design shall ensure minimum pressure drop up to end point of the unit. Sizing shall be calculated based on peak volume requirement with sufficient safety margin over and above.
- b) Unless otherwise specified, Instrument air distribution network shall be made from Hot dip galvanized pipes as minimum.
- c) Bidder shall ensure distribution of instrument air up to each end device (e.g., Pneumatic Valves, Field purge panels if any) using dedicated ½" GI Pipes, with isolation valve facility, near to each end device. From this end point air connection shall be taken for the field instrument using SS tubes.
- d) All instrument air heard tapping from main as well as sub distribution headers shall always be taken from top of the pipeline to prevent carry out of condensed moisture.
- e) Minimum Two isolation valves shall be considered for each branch headers, one near to the tapping point and other one near to end point.
- f) Isolation valves on instrument air service shall be pack less gland type full bore ball valves of SS body & trim.
- g) Instrument air distribution manifold shall not be used for distribution.

12. Other Special notes for compliance:

- 12.1 All offered instrumentation system shall be field proven in hydrocarbon refineries/Petrochemicals environment.
- 12.2 In case of any conflict arises between tender requirements for instrumentation & control system, statutory regulations or between any other conflicting phases written within the tender, bidder shall take clarifications from OIL before proceeding for ordering.
- 12.3 All instrument datasheets shall be provided in ISA format. In case vendor uses their own format, information required as per ISA format shall be provided as minimum.
- 12.4 All offered instrumentation systems shall be suitable for use in a hot, humid, and tropical industrial climate in which corrosive gases and/or chemicals may be present. Following shall be noted:
 - Ambient Temperature: 5 to 45 DegC
 - Humidity: up to 95% (non-condensing)
 - Maximum rain fall: 663.03 mm
- 12.5 Instrument End connections shall meet the following, unless, otherwise specified:
 - Threaded end connection shall be NPT as per ANSI/ASME B1.20.1.
 - Flanged end connection shall be as per ANSI/ASME B16.5
 - Grooves of ring type joint flanges shall be octagonal as per ANSI/ASME B 16.20
 - Flange face finish shall be 125 AARH for RF flanges and for RTJ type it shall be 63 AARH
- 12.6 All Cable entries shall be generally ½" NPT(F) for signal, ¾" NPT(F) for power,
- 12.7 ¾" NPT(F) for 3 wire Gas detectors, 1" NPT(F) for 6 pair/6 Triad cable, 1.5"

NPT(F) for 12 pair/8 Triad.

- 12.8 For IBR service, all in-line instruments such as control valve, thermowell, flow meters/ orifice flanges, all types of level instruments and any other in-line instrument shall be provided with IBR form III C certificate.
- 12.9 For all instruments in sour service, all materials of construction shall meet the requirements specified in NACE MR 01-03 latest edition.
- 12.10 All instruments shall have internal terminal block for cable termination. Flying leads are not acceptable
- 12.11 All relevant safety requirements shall be fulfilled while designing instrumentation & control systems for the unit.
- 12.12 Instruments in oxygen and chlorine service shall be thoroughly degreased using reagents like trichloro-ethylene or carbon tetrachloride. All connections shall be plugged after degreasing process to avoid entrance of grease or oil particle and such instruments shall be clearly marked for easy identification at site.
- 12.13 Any gasket used in the assembly of the instruments shall be spiral wound type only with suitable filler material. Compressed asbestos fibre (CAF) gaskets shall not be used
 - a) Following test shall be carried out for all supplied instruments at vendor's works and test certificate shall be furnished. Material test certificate as per EN 10204,
 - b) NACE compliance certificate for all Sour service items.
 - c) IBR form IIIC duly signed by competent authority for all item under IBR service.
 - d) Calibration/ test certificates for all instruments including control valves, safety valves.
 - e) Seat leakage test for control valves and safety valves.
 - f) Hydrotest certificate for all inline instruments, pipes, tubes, fittings etc.
 - g) Radiography report of control valve body of rating ANSI 600# or above.
 - h) Hydrostatic test reports of control valves
 - i) Helium leakage test for control valves for H2 service.
 - j) Certificate of compliance for Items used in Oxygen/Chlorine service (if available)
 - k) PESO type approval copy for all items certified for use in hazardous area.

13. Instrumentation Job Scope:

Following minimum shall be considered as a part of instrumentation job scope. Bidders shall quote accordingly.

- 13.1 Being a turnkey project, Design, engineering, Supply, erection & commissioning works of entire instrumentation & control system required for safe operation of the unit, including selection of control systems, instruments, valves and any other items required for successful installation, commissioning, operation & control and safe shut down of the unit are bidder's responsibility. Accordingly, bidder shall provide the complete solution.
- 13.2 Bidder shall ensure to depute dedicated site engineer having sufficient experience in instrument drawing/documents, erection/commissioning activities, for supervising site jobs.

- 13.3 Successful bidder shall carry out detail engineering after considering the OIL's requirement and submit detail engineering documents for OIL's review such as P&ID, Interlock details, Instrument Index, Instrumentation detail, instrumentation specifications and detailed instrument data sheets, Flow element sizing calculations, Valve sizing calculation, Complete System architecture along with total IO Counts and BOM with make/model nos., GA drawings, System power distribution schemes, UPS Power distribution schemes, load calculation sheets, and complete field instrumentation BOM with selected make/models, JB schedule, cable schedule, instrument hook-ups with BOM etc. Any changes suggested/observations made from OIL shall be incorporated accordingly.
- 13.4 Instrument Index shall list out all instruments those appear on the P&ID without any exception. It is a basic instrument document, which is necessary for the smooth execution of a job and is also a reference document after the completion of job.
- 13.5 Vendor shall be responsible for installation of all the items in their scope of supply including supply, fabrication, and erection of all installation / erection material required. The scope of installation shall include all field instruments and control systems like field instruments, analyzer system, gas detector systems, PLC based control system & related equipment, PDBs, LCPs etc. in designated locations, including supply/fabrication of cables, cable glands, junction boxes, cable ducts, trays, conduits, instrument supports, canopys, base frames, tube, fittings, pipes, valves, brackets and all other materials required for successful erection & commissioning and to complete the job in all respect.
- 13.6 All civil and structural works, fabrication works, cable tray, tray support works, cable laying works, Instrument air header and other utility related works, Painting works, development of trenches, instrument road crossings etc. and any other job required for successful erection & commissioning of the unit shall be in the scope of the vendor
- 13.7 Vendor shall ensure Painting (minimum one coat of red oxide zinc chromate primer and two coats of paints suitable for corrosive atmosphere.) of cable trays supports, ducts, instrument supports, instrument impulse pipes etc. all structural supports as per the painting standards to be done before handing over /commissioning. OIL painting manual may be referred for details.
- 13.8 All interconnection works, including but not limited to, glanding, ferruling, termination, tagging, loop testing etc. shall be in the scope of the bidder. Vendor to ensure cross ferruling of cables and tagging of all cables.
- 13.9 Earthing of junction boxes, local panels / cabinets, field instruments etc as required shall be carried out as per the standard installation practice adopted in refinery operation. Necessary earth pits shall be provided for signal earth and equipment earth as per relevant standards by the vendor.
- 13.10 Main cable duct/tray size shall be selected such that 40% spare space shall be available for any future use.
- 13.11 Cable trench to be used only when there is no other possibility of roof/overhead cable tray/duct e.g., for Road Crossing, to route cable up to Local Panel for side entry if Panel is located at grade level.
- 13.12 Vendor to ensure calibration of all instruments before installation. Also for gas detectors vendor shall arrange for calibration of all gas detectors during unit

commissioning and hand over calibration certificates to OIL.

- 13.13 Commissioning & SAT of all vendor supplied items.
- 13.14 Vendor shall bring their PLC expert during testing, commissioning and SAT of the PLC, SCADA system and during guaranty test run period. Any changes(HW/SW) if required during testing, commissioning as per OIL operation requirements shall be implemented by vendor. In addition to that, bidder shall also need to arrange any other vendor required for testing and commissioning of any other special instrumentation item.
- 13.15 Special field instruments like Analyzers, Ultrasonic Meters, Machine Monitoring Systems etc. installation, testing & commissioning shall be done under supervision of manufacturer's specialists. Vendor to make specialist's services available at their cost.
- 13.16 Establishing Modbus connectivity of the vendor supplied PLC system with OIL's Existing DCS in the responsibility of the vendor. OIL shall provide all necessary assistance at OIL's DCS end for jointly completing the job.
- 13.17 Bidder shall note that during site execution, some changes in instrumentation (hardware/software etc.) systems are inevitable as per site conditions, safety and operation requirement and bidder shall ensure to incorporate those changes.
- 13.18 Any other activities not specified but required for successful installation & commissioning shall be in the vendor's scope.

14. Instrumentation System Handover:

Bidder shall ensure 2 sets of Soft copy all as built documents comprising (at least but not limited to) PLC System architecture, logic Cause/effect document, Logic drawing, PLC logic backup, HMI graphics backup including development backup, License copy of PLC programing software, License copy of HMI application software, License copy of Engineering application software, Graphics development software, GA drawings, Load calculation sheets, Loop drawings, JB & Cable schedule, Field instrument & valves data sheets, Control valve and flow elements sizing calculation sheets, Instrument hook up drawings, P&ID, test reports, TPIA inspection release notes, Valve Casting reports, Radiography reports, IBR related documents, PMI reports etc. Bidder shall ensure handover of all above items after completion of system commissioning.

15. Mandatory Instrumentation spares:

Following shall be provided as minimum mandatory field instrumentation spares. If in the offered package any type of item is not available, then the spare requirement of such type of item is not applicable –

15.1	Field Instruments:	
a)	Pressure, Temperature Gauge, Differential Pressure Gauge	10% or subject to minimum 2 nos of each type

b)	Temperature Gauges (with Thermowell), Temperature Gauges (with Thermowell), RTD/ Thermocouples (with Thermowell), Skin Thermocouple Sets	10% or subject to minimum 2 nos of each type
c)	Transmitters for Pressure, Differential Pressure, Level (DP type), Flow (DP type), Temperature	10% or subject to minimum 2 nos of each type
d)	Gas detector with transmitter unit complete	10% or subject to minimum 2 nos of each type
e)	Speed probes and transmitters (if applicable)	10% or subject to minimum 2 nos of each type
f)	Control Valves (All sizes)	Spare for each valve: Trim set, Pressure seal Ring, Gland Packing set, Bonnet Gaskets, Actuator diaphragm
g)	Control Valve Positioner with mountings	10% or subject to minimum 3 nos of each type
h)	On/Off Valves (All Sizes)	Spare for each Valve: Actuator Service Kit, Body Service Kit,
i)	Solenoid Valves	10% or subject to minimum 4 nos of each type
j)	Proximity Type Limit Switches	10% or subject to minimum 4 nos of each type
k)	Handheld HART configurators for field instruments	Minimum 1 nos.
15.2	Installation Materials:	
a)	2-Way Manifold	4 nos Minimum
b)	3-Way Manifold	4 no. Minimum
c)	Junction Boxes	10% or subject to minimum 2 nos of each type
d)	Cable Glands	10% or subject to minimum 10 nos of each type

e)	Integral Manifold	10% or subject to minimum 2 nos of each type
f)	Tube fittings	10% or subject to minimum 10 nos of each type
15.2	Special Instruments:	
a)	Analyzers	2 Years operation & Maintenance Spares and consumables
b)	Control System Spares	CPU: 01 no, AI Card: 2no of each variety, AO card: 2 Nos of each variety, DI Card: 01 no, DO: Card: 01 no, IO/Node Interface Module: 01 Nos, PLC Power Supply Module: 1 Nos, Modbus Communication Module: 1 Nos., Any Other Communication Module (all type): 01 no each, Any other card: 01 nos of each type, 24VDC power supply module: 02 nos each type, Power supply Mosfet diode module: 02 no. each type, Network Switch (all installed type): 1 no each, Spare Relays: 5 nos, Spare Barriers: 5 nos each type, Barrier Power supply Module: 2 nos of each type
c)	Lamp, Push Buttons, Selector Switches etc	10% or subject to minimum 5 nos of each type
d)	MCBs, CT, PT, Surge protectors, Panel FFTDU etc.	10% or subject to minimum 2 nos of each type
Note: a) The word 'TYPE' means the Type, Range, Size/ Length, Rating, Material as applicable. b) Commissioning spares are part of vendor scope of supply. Mandatory spares as indicated above do not cover commissioning spares.		

16. Approved makes for instrumentation items:

Bidder shall ensure following makes for the mentioned critical instrumentation for the units. However, make/model selected by vendor shall fulfill the requirements mentioned in this document.

S/ N	Item Type	Approved make
1	PLC Systems	Yokogawa/ Emerson/ABB/ GE/ Siemens/Rockwell
2	Transmitters (PT/DPT etc.)	Fuji/Emerson/Yokogawa/E&H

3	Process Radars	Vega/Emerson/E&H
4	Displacer type LT	Mason/Emerson/Fisher
5	Coriolis/Ultrasonic/Vortex /Electromagnetic Flow Meters	Emerson/E&H/Yokogawa/Krohne/Sick /GE
6	Control Valves	Metso/Flowserve/Dresser/Fisher/Koso/S amson/ IL/MIL
7	ON/Off Valve with actuator	Flowserve/Metso/Koso/Tyco
8	Lamps/Pushbuttons/Se lector Switches, hooters etc. for Hazardous area and Outdoor application	Stahl/P&f/Eaton
9	Lamps/Pushbuttons/Sel ector Switches, Strobe cum hooters etc. for Indoor use	Stahl/p&f/Eaton/Idex/Schneider/Siem ens
10	SIL certified Relays	P&F/GMI/Phoenix
11	Terminal Blocks	Wago/Weidmuller/Phoenix
12	Isolating Barriers/Conver ters etc.	P&F/MTL/STAHL
13	Solenoid Operated Valves	Asco/Rotex/Heroin
14	Gas detector	Drager/MSA/Honeywell/Emerson/ Crowcon/Oldham/Uniphos
15	Tube & Fittings, Prefabricated Hook-ups etc. for process service applications	Swagelok/Parker/Hoke

ANNEXURE-III**CONTENT**

1. Civil Requirements
2. Mechanical Requirements
3. Inspection and Testing
4. Safety and Fire protection requirements
5. Statutory Compliances
6. Documentation

**SUPPLY OF WATER ELECTROLYSER SYSTEM
FOR 17 KG/HR OF GREEN H2 PRODUCTION**

ANNEXURE-III

Bidder shall carryout/meet the following jobs/requirement related to the project, as part of bidder's scope/responsibility:

1. CIVIL REQUIREMENTS**1.1 CIVIL & STRUCTURAL WORK**

- 1) Complete Civil, structural and Architectural works, including survey, rain protection shed, foundation, grade slab, CC Flooring with IPS Floor finishing, false flooring, and fencing for electrolyser plant shall be under the bidder's scope. Bidders to note that complete grouting of the equipment, fixing etc. shall be also in the scope of the bidder. (As per requirement) Bidder shall furnish all applicable civil inputs details during detailed engineering.
- 2) Construction of new sub-station as specified under electrical scope, meeting CEA standards.
- 3) RCC Framed structure shall be confirmed with IS 456.
- 4) Water works and plumbing outside container up to 100 meters including provision of tap water.
- 5) Geo-tech investigation and Soil Bearing Test (SBT), if required, shall be carried out by Bidder.
- 6) Any piling works required as per soil investigation report shall be in scope of the bidder.
- 7) Site preparation, levelling and grading of site as required.
- 8) Supply of all materials, tools & tackles, safety equipment, personal protective equipment, Appropriate and adequate manpower required for construction of this Hydrogen Generation plant.
- 9) All RCC works should be of at least M35 grade for all structure.
- 10) Steel structure for all stationary and rotating equipment alongside staircase, floor grill/plate, hand railing, toe guard etc.
- 11) Maintenance accesses platform with ladder, GI railing and toe guard for all main equipment, gates and valves.
- 12) Plinth Protection (1m wide), RCC Storm water drainage system in and around all structures covered under this contract and connecting to the nearest owner's storm water drain.
- 13) Rainwater pipe provided in buildings shall be secured with proper saddle support.

**SUPPLY OF WATER ELECTROLYSER SYSTEM
FOR 17 KG/HR OF GREEN H₂ PRODUCTION**

- 14) All open unit area shall be designed with motorable flooring (M35 grade) for heavy vehicle movement (minimum 200mm thick RCC) shall be provided.
- 15) UPVC Doors & windows with toughened vision panel/ glazing to be provided in the buildings. Gap between door/window and wall shall be uniformly filled with waterproof foam based sealant.
- 16) Monorail Provision with chain pulley block system shall be provided in the substation building.
- 17) Substation building should be provided with motorized rolling shutter.
- 18) Water proofing provided for RCC slabs shall be PU based with protective coating. False.
- 19) Flooring shall be provided in substation if necessary.
- 20) Safety fencing covered with FRP shall be provided around transformer in substation.
- 21) Precast Slabs shall be provided for cable trenches/chambers.
- 22) Fire wall between the transformers shall be provided in substation.
- 23) Cage ladder shall be provided in buildings.
- 24) Cable ducts/ slits, cable trenches with covers, along with associated foundations etc. wherever required.
- 25) Cable trench constructed shall be of minimum 200mm thick RCC and should be water tight.
- 26) All pipe and cable supporting arrangement/ structures, pipe and cable trenches, duct banks, crossings etc.,
- 27) All culverts associated with pipeline crossings across roads, embankments, channels, boundary wall, drains etc.,
- 28) All steel embedment, insert plates in the civil structures & for cable routing.
- 29) All conduit pipe cable entry shall be sealed with Water proof form.
- 30) Appropriate lifting arrangement for maintenance/dismantling of Electrolyzer and Auxiliaries.
- 31) Non-shrinkage grouting of all equipment, steel/cast iron inserts, plates, bolts, nuts, sleeves, as required.
- 32) All excavation work required for erection, support structure, cable trenches and making good the same after completion of work.

- 33) Disposal of surplus excavated soil outside the site boundary/GVMC/ Govt. approved dumping yard as directed by OIL.
- 34) All other structural steel & RCC work required for completion of the project.

1.2 Plastering:

- 1) External (rough) surface of walls shall be plastered with 15 mm thick cement plaster in cement mortar (1 cement: 4 coarse sand).
- 2) Internal surface of the wall shall be plastered with 12mm thick cement plaster in cement mortar (1 cement: 4 coarse sand)
- 3) Ceiling shall be plastered with 6 mm thick cement plaster 1:3 (1 cement: 4 fine sand) All plastering work shall conform to IS: 1661.

1.3 Painting:

- 1) All painting on masonry or concrete surface shall preferably be applied by roller. If applied by brush, then same be finished off with roller. Minimum two finishing coats of paint shall be applied over a coat of primer. Painting shall be having anti- carbonation protection, elastic property, and crack protection etc., Colour shades shall be approved / accepted by OIL.
- 2) All Steel structural painting shall be confirmed with OIL Technical department – inspection advisory –Ref no: TSD/INSP/GEN/51 (Attachment No. 5). Paint shall be of OIL approved colour and shade.
- 3) For painting on concrete, masonry and plastered & surface, IS: 2395 shall be followed.
- 4) For painting on steel work and ferrous metals, IS: 1477 shall be followed. e. For painting on woodwork IS: 2338 shall be followed.

1.4 MATERIALS:

- 1) **Cement** used for all application shall be Ordinary Portland Cement (OPC, Grade-53) conforming to IS: 8112 or Fly ash based Portland Pozzolona cement conforming to IS: 1489 (Part-I) and / or Portland Blast furnace slag cement conforming to IS: 455 any other type of cement meeting IS: 456 requirements.
- 2) **Aggregate:** Coarse aggregate for concrete shall be chemically inert, hard, Strong durable against weathering, of limited porosity and free from deleterious materials. It shall be properly graded. It shall meet the requirements of IS: 383.
- 3) **Sand:** Sand shall be hard, durable, clean and free from adherent coatings of organic matter and clay balls or pellets. Sand, when used as fine aggregate in concrete shall conform to IS: 383. For plaster, it shall conform to IS: 1542 and for masonry work to IS: 2116.

- 4) All reinforcement steel shall be TMT (Thermo Mechanically Treated) of grade Fe 415 conforming to IS: 1786 unless noted otherwise. However, TMT reinforcement bars of grade Fe 500 conforming to IS: 1786 satisfying ductility requirement of Fe 415 may also be used. Mild steel & medium tensile steel bars and hard drawn steel wire shall conform to grade – 1 of IS: 432 (Part - I). Welded wire fabric shall conform to IS: 1566.
- 5) **Structural steel** (including embedded steel) shall be straight, sound, and free from twists, cracks, flaw, laminations and all other defects. Structural steel shall be of tested quality and shall be of Mild steel of Grade 'A' up to 20mm thickness and of Grade 'B' normalized for thickness above 20 mm and shall conform to IS: 2062. High Strength low alloy steel (HSLA) conforming to IS: 8500 may also be used in place of Mild steel. Chequered plate shall conform to IS: 3502 and pipes for hand rail shall conform to medium grade IS: 1611. All gratings shall be pressure locked/electro- forged.
- 6) **Bricks** shall be table moulded / machine made of uniform size, shape and sharp edges and shall have minimum compressive strength of 75 kg/cm². Burnt clay fly ash bricks and fly ash lime bricks shall conform to IS: 13757 and IS: 12894 respectively. Minimum fly ash content in fly ash based bricks shall be minimum 25%. Common burnt clay bricks shall conform to IS: 1077.

1.5 Design Standard:

- 1) RCC Design: RCC structures as per IS: 456 2000. Reinforcement as per IS: 5525 and SP:34.
- 2) Steel Structure Design: The design of steel structures shall be done by working stress method. Design and fabrication shall be as per provisions of IS: 800 and other relevant IS standards.
- 3) Architectural Design: As per National Building Code and Local building by-laws as applicable including provisions of the Factories Act of the State concerned.
- 4) Earthquake Resistant Design: All structures and equipment shall be designed for seismic forces in accordance with IS: 1893 (Part 1 to Part 4). The damping factor (as a percentage of critical damping) to be adopted shall not be more than following: (i) Steel structures-2%, (ii) Reinforced Concrete structures-5%.
- 5) Wind Resistant Design: All structures shall be designed for wind forces in accordance with IS: 875 (Part-3). The damping factor (as a percentage of critical damping) to be adopted shall not be more than following: (i) Welded Steel structures-1%, (ii) Bolted Steel structures-2%, (iii) Reinforced Concrete structures-1.6%.
- 6) Submission of plant design memorandum for civil, Structural & Architectural works and getting approval of the same from Employer prior design, fabrication and construction.

- 7) All foundation structural building design and structural drawing shall be vetted by certified Structural Engineer.

2. Mechanical Requirements:**2.1 PIPING:**

- 1) All pipe to conform to ANSI/ASME/ASA pressure piping code and seamless type.
- 2) The piping system shall conform all relevant National/ International standards of handling Hydrogen gas.
NFPA2: Hydrogen Technologies Code
- 3) All high-pressure joints shall be of welded construction
- 4) All vents to be fitted with flame arrestor
- 5) All high pressure drains to be terminated through H2 traps. All low pressure drains to be terminated through U-bends
- 6) All piping systems shall be hydro tested at 1.5 times the design pressure subject to regulation of 374 IBR or as per standards for Hydrogen piping. However, for such systems where it is practically not possible to do hydro tests, the test as called for in ANSI B31.1 & IBR in lieu of hydro test shall also be acceptable.

2.2 PUMPS:

- 1) All pumps shall be 2 x 100% capacity.
- 2) Process / DM / Condensate Pumps: SS304 / SS316L or better for Impeller, Casing, Shaft
- 3) Cooling Water Pumps: (i) SS410 or better for Impeller & Shaft, (ii) CS or better for Casing
- 4) All centrifugal pumps shall be designed as per ISO 5199/ ISO 13709/API 610 or equivalent (depending upon fluid)
- 5) All positive displacement pumps shall be designed as per ISO 16330/ ISO 13710/API 674 or equivalent (depending upon fluid).
- 6) Design Flow: Flow of pumps to be based on 15% margin over maximum flow envisaged during operation.
- 7) Design Head: Design head of pumps shall have 10% margin over the maximum head required during operation.
- 8) Pumps shall give satisfactory performance at any point on the H-Q characteristics curve over the operation

SUPPLY OF WATER ELECTROLYSER SYSTEM
FOR 17 KG/HR OF GREEN H₂ PRODUCTION

- 9) Operating range (generally 40% to 120% of rated flow) for sustained period of operation.
- 10) Maximum efficiency of pumps shall be preferably within 10% of the rated design flow.
- 11) First critical speed shall be at 130% of the rated speed or higher.
- 12) The characteristic curves of pump should be continuously rising type with decrease inflow and shutoff head shall be in the range of 115% to 130% of TDH at design point.
- 13) NPSH margin: NPSH (A) at design flow with lowest suction level and maximum pressure drop across.
- 14) Suction strainer shall be at least 2 times the NPSH (R) at 3% head drop. Further, NPSH (R) at 3% head break shall be well below NPSH (A) under all conditions.
- 15) Minimum recirculation circuit and minimum flow protection in accordance with the pump design
- 16) Mechanical seals: Double mechanical seal to be provided for all solvent / solvent solution pumps, Single mechanical seal to be provided for all other pumps.
- 17) Coupling: The Pump and motor shaft shall be connected with an adequately sized flexible coupling of proven design with a spacer to facilitate dismantling of the pump without disturbing the motor.
- 18) Necessary coupling guards shall be provided.
- 19) Base Plate: A common base plate mounting both for the pump and motor shall be furnished. The base plate shall be of fabricated steel and of rigid construction, suitable ribbed and reinforced.
- 20) Assembly and dismantling of each pump with drive motor shall be possible without disturbing the grouting base plate or alignment.
- 21) The pumps shall be capable of starting with discharge valve fully open and close condition, other than positive displacement pumps. Motors shall be selected to suit to the above requirements.
- 22) Pumps shall be so designed that pump impellers and other accessories of the pumps are not damaged due to flow reversal.
- 23) In case of Reciprocating pump shall have pressure relief valve at discharge.
- 24) Aluminum canopy cover for all outdoor pumps

- 25) Pump Noise Level <85 dB(A) at one-meter distance.
- 26) All non-metallic components and elastomers in contact with process fluid shall be of materials which have proven resistance to degradation with process solvent.
- 27) Field Tests: After installation, the pumps shall be operated to prove its satisfactory performance.

2.3 Feed Water Tank:

- 1) Material of shell and Internals: Material shall be compatible with DM water quality mentioned in the Clause no: 9.3.5 (SS304 or better / CS with 3 mm SS Lining / CS + 3mm CA)
- 2) Operating Temperature/ Pressure: 40-70°C, 1 atm (g)- indicative.
- 3) Breather Valve/PVRV: Required.
- 4) Size of PVRV shall be calculated during Detailed Engineering.
- 5) Optimization of Height & Diameter shall be done during Detailed Engineering with the approval of OIL.

3. INSPECTION & TESTING

- 3.1** The supplier to submit Quality Assurance Plan (QAP) for electrolyser system and bought out items for OIL's review and approval within 4 weeks from the date of PO/LOA, whichever is earlier. The QAP shall essentially cover raw material inspection, process parameters, performance test, etc.
- 3.2** All comments shall be incorporated suitable in the QAP without any cost & time implication to OIL. All inspection & testing & inspection shall be as per approved QAP or relevant codes/ standards/ statues, whichever is more stringent.
- 3.3** Drawings & documents, e.g. NDT procedures, WPS, PQR, Coating system including color coding, refractory & insulation systems, etc. shall be submitted in soft form for review and comments.
- 3.4** Piping dimensions shall be as per ASME 16.10, 16.19 or Indian equivalent. Non-standard piping dimensions shall not be acceptable.
- 3.5** No negative tolerance of piping components shall be acceptable
- 3.6** Fittings, valves, instruments, other accessories etc. shall be duly tested and manufacturer's test certificates shall be furnished.
- 3.7** Inspector will have liberty to inspect assembly to verify the dimensions as per the approved drawings.
- 3.8** Equipment tag numbers shall be in line with existing in the refinery.
- 3.9** Applicable Statutory compliances shall be ensured
- 3.10** Licensor shall provide Materials of Construction Diagrams, Damage mechanisms & Inspection methodologies including frequencies for the equipment & piping.
- 3.11** Minimum thickness requirement shall be indicated for equipment & piping.
- 3.12** Any or all the tests, at purchaser's option, shall be witnessed by Purchaser/its authorized inspection agency. However, such inspection shall be regarded as checkup and in no way absolve the vendor of his responsibility.
- 3.13** Simulation test shall be carried out for the package at shop before dispatch of the equipment.

4. Safety and Fire protection Requirements:

- 4.1** The scope includes Engineering, Supply, Construction, Erection, Testing and Commissioning of Fire Detection and Protection System as per applicable PESO/NFPA standard and requirement.
- 4.2** Hydrant system consists of pipes, hydrant valves, landing valves, water monitors, house, branch pipes etc.) shall be provided as per NBC/TAC norms. It will be in the scope of agency to extent the hydrant line to project site for firefighting system.
- 4.3** Automatic fire detection cum water spray system shall be provided as per requirement from applicable standards. The spray system consists water mains, Deluge valve, sprayers, Y type strainers, Detection system Instrumentations, Local Control Panels, cables etc.
- 4.4** Fire alarm system consisting of multisensory detectors, cabling, junction boxes, instrumentation, fire alarm cum control panel etc. for various area/equipment as details out for HVW/MVW system in plant area shall be provided.
- 4.5** Provision for interface of Fire alarm cum control panel with control room PLC for information exchange and monitoring purpose, needs to be provided through Modbus RTU Slave/hardwired.
- 4.6** Additionally, H2 flame detection sensor and remote display integrated with the Main Control system shall be provided.
- 4.7** The bidder shall provide required portable and mobile types of fire extinguisher
- 4.8** The water electrolyzer system should have dual redundant safety circuit independent of operational control circuit. Control circuit has to take shut-down in the below conditions.
- 1) If cabinet is not adequate for ventilation and dilution of purge air
 - 2) Flooding in the cabinet
 - 3) Control panel emergency stop
 - 4) Hydrogen leak
 - 5) Over and under voltage
 - 6) Reptile repellent cabinets
 - 7) Flame proof connections and fitting to be provided wherever necessary for ensuring safe operations.
 - 8) Proper venting facility should be provided to safely vent out the hydrogen gas from the system.
 - 9) Flame proof insulation, connection, junction boxes, etc. for the instruments, equipment will be provided wherever necessary.
 - 10) The system should be capable of taking electrical surges.
 - 11) Hydrogen detector should be provided in the compartment of hydrogen detector to detect the leak.

5. SATATUTORY COMPLIANCE

- 5.1** Plant should be design & built to meet all safety / environment / regulatory requirement required by factory Act, PESO, CCOE, Electricity Act, CEA, CPCB/UPCB, and/or all other applicable & relevant guidelines by authorities.
- 5.2** The bidder shall comply ISO 22734 or equivalent for construction, safety, performance of the green hydrogen plant.
- 5.3** Bidder shall assist in preparing the document/ check list/ audit etc. as required for clearance from different statutory bodies.

6. DOCUMENTATION

Submission of following documents shall be included in the bidder's scope. The bidder has to provide soft copies and hard copies (4 nos.)

- Drawings (architectural, structural, civil, mechanical, electrical, plot plans and elevations, HVAC, BFD, etc...)
- Process flow diagram (PFD), Piping & instrumentation diagram (P&ID) and Heat & Mass Balance
- Instrument indexes, Instrument loop diagram (ILD), Instrument specification sheet, Calculation sheet
- Process data sheet
- Dimensional data sheet
- Equipment data sheet
- GAD, As built and Isometric drawings
- Vendor documents (brought out items)
- Safety documentation (safety case, safety manual)
- Operating manuals/ guideline/ instructions
- Maintenance procedures
- Work instructions
- Engineering deliverables (design data not updated to reflect as-built condition)
- As-built deliverables (representing accurate record of the plant)
- Construction records
- Commissioning records
- Loop and logic diagrams, Instrument data sheets, Instrument connection and wiring list, Instrument hoop-up diagrams, Instrument wiring layout, Instrument air piping layout
- Control room panel layout
- Electrical Schematics/SLD, design Calculation, Datasheets, power & Control wiring diagram, cable sizing and schedule datasheets
- System panel layouts (DCS)
- Additional requirements, as defined by OIL and bidder.

Annexure – IV**COMPREHENSIVE OPERATION & MAINTENANCE (O&M) SERVICE:**

1. The successful bidder is required to carry out all the operation and maintenance works (O&M) of the green hydrogen plant during the O&M contract period, after successful commissioning of the plant.

The detailed scope of work of O&M service are, but not limited to the following:

- 1.1. The bidder shall operate the plant on continuous basis to ensure 17 KG/HR of green H₂ production. The unit shall operate 24 hours a day continuously by 3 shift operation.
- 1.2. To carry out scheduled & corrective maintenance of all the equipment/piping /instruments/valves, etc. for smooth & continuous functioning of the unit.
- 1.3. The bidder shall ensure the availability of required spares & necessary tools and tackles for timely maintenance.
- 1.4. Maintaining all the required consumables (chemicals/ catalyst/ lube oil etc.) and spares for green H₂ plant are under bidder's scope.
- 1.5. The bidder shall depute operation and maintenance personnel for smooth operation of the green hydrogen plant. The desired manpower is as mentioned below:
 - i. Site in-charge (1no.) in general shift
 - ii. Site shift officers/ operators: 1 no. in each shift (A/B/C shift)
 - iii. Site maintenance technician: 1 no. (General Shift)
 - iv. Helpers for maintenance / Operation: 1 or 2 nos. (General Shift)

However, bidder may decide the actual no. of manpower to be deployed as required for smooth operation & maintenance of the plant.

- 1.6. Bidder shall arrange for PPE (like safety shoes, helmet etc.), fooding, lodging, boarding and local transportation for all the manpower to be deployed at site.
- 1.7. The bidder shall make his own arrangement for setting up site office and for storage of necessary items / materials.
- 1.8. The bidder shall maintain records for various process and electrical parameter as per prescribed format and submit the same daily, once week as well as on monthly basis.
- 1.9. Bidder shall deploy suitable manpower and other resources in case of major technical problem in the plant on SOS basis.

2. The bidder shall carry out Comprehensive Operation & Maintenance (O&M) of the Green Hydrogen Plant for a period of 10 years from the date of successful Site Acceptance Test (SAT) of the plant and as detailed in this Annexure. Initially the Contract shall be for first 10 (Ten) years, which may be renewable for a further term of 10 (Ten) years on the same terms and conditions but at mutually agreed rates during 11th year of operation based on the conditions prevailing at that time.

The annual escalation for each completed year of Comprehensive Operation & Maintenance (O&M) of the Green Hydrogen Plant, starting from the date of successful SAT and continuing throughout the initial 10-year contract period, is limited to a maximum of 5% (five percent).

PART-V**SAFETY MEASURES (SM)****To,****SM(BD)****OIL INDIA LIMITED****NOIDA-201301****SUB: SAFETY MEASURES**

Description of work/service: Establish a plant of 1 MW capacity in Himachal Pradesh for production of High Purity (99.999%) Green Hydrogen for commercial use

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:

i) _____

ii) _____

iii) _____

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

c) Due notice would be given for any change of personnel under item(b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision

on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

g) We shall abide by the HSE (Health, Safety & Environmental) points mentioned in the Special Conditions of Contract (SCC):

(Seal)

Yours Faithfully,

Date_____

M/s._____

FOR & ON BEHALF OF
CONTRACTOR

PART-VI

INTEGRITY PACT (IP)

Between
n

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **Establish a plant of 1 MW capacity in Himachal Pradesh for production of High Purity (99.999%) Green Hydrogen for commercial use.** The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 -Commitments of the Principal

(i) 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 during 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.

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 the Chief Vigilance Officers and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder

(1) The Bidder commits itself to take all measures necessary to prevent corruption. During his participation in the tender process, the Bidder commits himself to observe the following principles:

1. The Bidder 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 subsequent contract execution, if awarded.
2. The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
3. The Bidder(s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
4. The Bidder 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.
5. Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgressions (s) is/are to be reported by the bidders shall be the last three years to be reckoned from date of bid submission. The transgression (s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

6. The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.

7. Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;

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

(3) The Bidder 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, for such reason.

1. If the Bidder 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 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 2 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 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 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 bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder can prove and establish that the exclusion of the Bidder from the tender process has caused no damage or less damage than the amount or the liquidated damages, the Bidder 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 for such reason.

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

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

2. The Bidder undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its subcontractors/sub- vendors.

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

Section: 7- Criminal charges against violating Bidders/Contractors/ Subcontractors

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

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor (IEM) for this Pact.

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 Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder 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 Bidder. The parties offer the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder to present its case before making its recommendations to the Principal.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.
9. In case of any complaints referred under IP Program, the role of IEMs is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

Section:9 -Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor

12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

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

Section:10 -Other provisions

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

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

3. If case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.

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

Witness 1:

Witness 2:

Place

.

Date

.

BID FORM**To****M/s SM(BD)****OIL INDIA LIMITED NOIDA-201301**

Sub: IFB No. CQI4810P24- Establish a plant of 1 MW capacity in Himachal Pradesh for production of High Purity (99.999%) Green Hydrogen for commercial use

Gentlemen,

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

We undertake, if our Bid is accepted, to commence the work as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will submit the Performance Security Deposit as specified in the tender document for the due performance of the Contract.

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

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

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

Dated this _____ day of _____ 2023.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

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

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

Signature of Bidder: _____

Name: _____

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

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

TO

SM(BD)

OIL INDIA LIMITED

NOIDA-201301

Sir,

SUB: OIL's IFB No. CQI4810P24

I/We_____confirm that Mr.__(Name and address) as authorised to represent us during bid opening on our behalf with you against IFB No. **CQI4810P24** for **Establish a plant of 1 MW capacity in Himachal Pradesh for production of High Purity (99.999%) Green Hydrogen for commercial use.**

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA FOR LETTER OF AUTHORITY

TO

SM(BD)

OIL INDIA LIMITED

NOIDA-201301

Dear Sir,

SUB: OIL's IFB No. _____

We, _____ of _____
confirm that Mr. _____

_____ (Name and Address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against IFB No. _____ for **Establish a plant of 1 MW capacity in Himachal Pradesh for production of High Purity (99.999%) Green Hydrogen for commercial use** for any commercial / Legal purpose etc.

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

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____

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

**[TO BE FILLED-UP / SUBMITTED BY THE VENDOR ON ITS LETTER HEAD FOR
E-REMITTANCE]**

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

Bank Account Number (in which the Bidder wants remittance against
invoices): Bank Name:

Branch:

Address of the
Bank:

Bank Code:

IFSC/RTGS Code of the

Bank: NEFT Code of the

Bank:

PAN Number:

GST Registration Number:

Signature of Bidder with Official
Seal

FORM OF BID SECURITY (BANK GUARANTEE FORMAT)**FORM OF BID SECURITY (BANK GUARANTEE)**

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted his bid dated (Date) _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, OIL House, Plot No19, Sector-16A, NOIDA (hereinafter called the Company)'s Tender No. _____.

WE KNOW ALL MEN by these presents that We (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto Oil India Ltd (hereinafter called "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 Bank this _____ day of _____, 2023.

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws his Bid during the period of bid validity specified by the bidder
- (2) If the Bidder, having been notified of the acceptance of their Bid by the Company during the period of Bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, on tender document;
 - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders on tender documents.
- (3) if the Bidder furnish fraudulent document / information in their bid.

We undertake to pay to Company up to the above amount upon receipt of its first written demand, (by way of letter/fax/e-mail) 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 up to _____ (date of expiry of bank guarantee should be minimum **150** days from scheduled Bid Closing Date) any demands in respect thereof should not reach the bank not later than the above date.

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

A. Issuing Bank:

Bank Fax no & Bank email id:
Bank Telephone No.
IFSC Code of the Bank:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

DATE:

SIGNATURE & SEAL OF THE GUARANTOR
DESIGNATION

NAME & ADDRESS OF BANK

- * **The bank should insert the amount of guarantee in words and figures**
- ** **Date of expiry of bank guarantee should be minimum 150 days from scheduled Bid Closing Date**

NOTE:

The Bank Guarantee issuing bank branch shall ensure the following:

- a) The Bank Guarantee issued by the bank shall 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 (indicating the Tender Number) by the BG issuing bank branch to HDFC Bank Limited, E-13/29 IFS Code – HDFC0000003; SWIFT Code – HDFCINBBDEL; Branch Address: HDFC Bank Limited, E-13/29, 2nd Floor, Harsha Bhavan, Middle Circle, Connaught Place, New Delhi 110001

- b) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.
- c) Further correspondence against BG towards Performance Security must contain the Tender Number.

FORMAT OF PERFORMANCE BANK GUARANTEE**FORM OF PERFORMANCE BANK GUARANTEE**

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

TO

ED(BD)

Oil India Limited,

OIL House, Plot No. 19, Sector 16A,

Noida-201 301, U.P.

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

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

This guarantee is valid until the _____ day of _____

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contract Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall be restricted up to Rs._____
- b) This guarantee shall be valid till
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(Date of Expiry of BG PLUS one year claim period).
- d) At the end of the claim period that is on or after (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

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

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____
Name of the Bank _____
Address _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

The Bank Guarantee issued by the bank shall 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 (indicating the Contract Number) by the BG issuing bank branch to HDFC Bank Limited, E-13/29 IFS Code –HDFC0000003; SWIFT Code – HDFCINBB; Branch Address: HDFC Bank Limited, E-13/29, 2nd Floor, Harsha Bhavan, Middle Circle, Connaught Place, New Delhi 110001

- a) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.
- b) Further correspondence against BG towards Performance Security must contain the Contract Number.

AGREEMENT FORM

[Only for acceptance; not to be filled and submitted. Shall be executed during Formal Agreement.]

This Agreement is made on ____ day of _____ between (Name of Company) _____ of (Mailing address of Company) _____, 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 SOW attached herewith for this purpose;

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB No. _____ and the Contractor accepted the same vide _____; and

WHEREAS, the Contractor has furnished to Company the performance security in the form of _____ for Rs. _____ (being 3% of Annualized Contract value).

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

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
 - (a) Schedule of Work, quantities, Units & Rates;
 - (b) General Terms & Conditions (GTC);
 - (c) Special Terms & Conditions (STC);
 - (d) Additional Terms & Conditions (ATC).

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 WHEREOF the parties hereto have set their respective hands and seals to this Agreement on the day, year first written above.

Signed, Sealed and Delivered,

For and on behalf of Company
(Oil India Limited)

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

Signature: _____

Signature: _____

Name: _____

Name: _____

Status: _____

Status: _____

In Presence of:

In Presence of:

1. _____

1. _____

2. _____

2. _____

IFB No. _____

PROFORMA-IX

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

Ref. No. _____

Date _____

**To,
SM(BD)
OIL INDIA LIMITED,
NOIDA 201301**

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your Tender No. _____

Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

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

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

**Ref.: Note '2' under Clause 3.0 Financial Criteria of BEC-BRC of
Tender No. _____**

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

Note: This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the Original Bid Closing Date.

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER HEAD		
<p style="text-align: center;"><u>TO WHOM IT MAY CONCERN</u></p> <p>This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder) for the last three (3) completed accounting years up to (as the case may be) are correct.</p>		
YEAR	TURN OVER In INR (Rs.) Crores	NET WORTH In INR (Rs.) Crores
Place: Date: UDIN: Seal: Membership Code & Registration No.: Signature		

UNDERTAKING BY VENDOR ON SUBMISSION OF BANK GUARANTEE

To,
Oil India Limited
BD Department
Noida - 201301

We, M/s..... are submitting the Bid Security/ Performance Security (strike out whichever not applicable) in favour of Oil India Limited, Noida in the form of bank guarantee bearing Reference No.

.....for an amount of INR valid up to as per terms and conditions of Tender / Contract No.

.....

BG issuing bank details:

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

Declaration:

We have arranged to send the confirmation of issuance of the bank guarantee via SFMS portal through our bank using the details mentioned in the tender and hereby confirming the correctness of the details mentioned.

Authorized Signature: _____

Name: _____

Vendor Code: _____

Email ID: _____

Mobile No.: _____

Enclosure: Original bank guarantee

IFB No. _____

PROFORMA-XIII

Proforma of Bank Guarantee towards Purchase Preference – Local Content

Ref. No. _____ Bank Guarantee No. _____
Dated _____

To,
Oil India Limited

India

Dear Sirs,

1. In consideration of _____
_____ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ _____ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any/all money to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the

amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is

discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs./US\$(in figures)_(Indian Rupees/US Dollars (in words)_____) and our guarantee shall remain in force until_____(indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease.

However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this date of _____ 20__ at _____

<p>WITNESS NO.1</p> <p>_____</p> <p>(Signature)</p> <p>Full name and official address (in legible letters)</p> <p>Stamp</p> <p>WITNESS NO.2</p> <p>_____</p> <p>(Signature)</p> <p>Full name and official address (in legible letters)</p> <p>Stamp</p>	<p>_____</p> <p>(Signature)</p> <p>Full name, designation and address (in legible letters)</p> <p>With Bank</p> <p>Attorney as per power of Attorney No. _____</p> <p>Dated _____</p>
---	---

IFB No. _____

PROFORMA-XIV

UNDERTAKING FOR LOCAL CONTENT
(To be submitted in the letter head of the bidder)

Ref. No. _____

Date _____

To,
SM(BD)
BD Department,
OIL, Noida

SUB: UNDERTAKING FOR LOCAL CONTENT

Dear Sir,

We, _____ (Name of the bidder) have submitted Bid No. _____ against Tender No. _____ dated _____
' Establish a plant of 1 MW capacity in Himachal Pradesh for production of High Purity (99.999%) Green Hydrogen for commercial use'

We hereby undertake that we meet the mandatory minimum local content requirement as mandated by Ministry of Petroleum and Natural Gas, Government of India vide Notification No. FP-20013/2/2017-FP-PNG dated 17.11.2020 (or as amended from time to time). The percentage of Local Content is ____% .

For and on behalf of _____

Authorized signatory _____

Name _____

Designation _____

Contact No. _____

IFB No. _____

PROFORMA-XV

(Not Applicable)

FORMAT FOR HINDRANCE REGISTER

Description of Project:.....

Contract No. & Date:.....

Contractor's Name:.....

Scheduled Completion Date:.....

Sl No.	Nature of Hindrance	Items of work that could not be executed because of this hindrance	Date of start of Hindrance	Date of Removal of Hindrance	Period of Hindrance	Overlapping period, if any	Net Hindrance days	Remarks

Signature of Contractor's Representative	Signature of Engineer-in-charge	Signature of HoD
---	--	-------------------------

DECLARATION ABOUT BIDDER'S FINANCIAL STANDING

**To,
SM(BD)
OIL INDIA LIMITED
NOIDA 201301**

Sub: Undertaking/Declaration regarding financial standing

Ref: Tender No. _____

We, _____ (name of bidder), hereby confirm that:

(1) We are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law.

(OR)

(2) No insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against us.

Place: _____

Date: _____

(Name & Signature of the
authorised signatory of the
bidder)

**DECLARATION THAT BIDDER IS NOT UNDER HOLIDAY
LIST/DELISTED/BLACKLISTED/DEBARRED IN OIL**

**To,
SM(BD)
OIL INDIA LIMITED
NOIDA 201301**

Sub: Undertaking/Declaration regarding Holiday List, debarment etc.

Ref: Tender No. _____

We, _____ (Name of the bidder) hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debarring us/them from carrying on business dealings with OIL.

Place: _____

Date: _____

(Name & Signature of the
authorised signatory of the
bidder)

**Declaration by the vendor/party for confirmation of Term deposit/Fixed
Deposit
from the issuing bank**

To,
SM(BD)
OIL INDIA LIMITED
NOIDA 201301

Sub: **Contract No.**

Full address of the issuing bank	:	
Branch Code	:	
Authorised signatory with full name and designation	:	
Phone (Mobile) Numbers of the branch	:	
Email address of the branch	:	
Such fixed/term deposit must be pledged in favour of OIL and it must in the printed form on the physical original FDR in words "Pledged in favour of Oil India Limited"	:	

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bank:

EXHIBIT-I

UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

(REF. CLAUSE NO. 18.6 OF THE FORWARDING LETTER)

We, M/s _____, have read the clause regarding restrictions on procurement from a country which shares a land border with India and on sub- contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

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

Signature of Authorized

Signatory Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

EXHIBIT-II**UNDERTAKING TOWARDS COMPLIANCE OF CLAUSE NO. 18.1 OF THE
FORWARDING LETTER**

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

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

Signature of Authorized

Signatory Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

EXHIBIT- III**ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER OF
TECHNOLOGY (ToT)**

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we do not have any ToT arrangement requiring registration with the competent authority.

OR

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we have valid registration to participate in this procurement. *[Evidence of valid registration by the Competent Authority shall be attached]*

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

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

PRICE BID FORMAT

(as uploaded in Notes and Attachments)

Sl. No.	Clause No of BEC/BRC	Description	Bidders Remarks (Complied / Not Complied / Deviation)	Bidder to indicate the following to support the remarks/ compliance	
				Name of File as uploaded in E-Tender portal	Relevant Page No. of the file
1	1.1	Bidder shall be a manufacturer or a channel partner of the manufacturer of Water Electrolyser technology (Alkaline Water Electrolyser (AEL) or Anion Exchange Membrane (AEM) or Proton Exchange Membrane (PEM) or Alkaline Membrane Solid Electrolyser (AMSE) or Solid Oxide Electrolyser (SOE) technology). The Manufacturer or the Channel partner should have supplied at least one unit of electrolyser based on Water Electrolysis technology in India in last 10 years and should have been in successful operation for at least 3 (three) months prior to the original bid closing date.			
2	1.2	<p>Bidder shall be an EPC (Engineering, Procurement and Construction) Contractor having past experience of successfully completing Industrial project(s) as EPC in the field of Green Hydrogen Generation Plant / Power / Metal / Oil & Gas / Chemical / Petrochemical / Pipeline / Fertilizer during last 10 years prior to the original bid closing date.</p> <p>AND</p> <p>The bidder (EPC) should have a Deed of Joint Undertaking (DJU) with an Indian or foreign</p>			

		Manufacturer or channel partner who meets the Technical Criteria as mentioned in Clause (1.1) above for supply of Electrolyser. The Deed of Joint Undertaking (DJU) between EPC and Manufacturer or channel partner shall be strictly as per the format enclosed with the Tender Document, which shall be valid for minimum 5 (Five) years from the original bid closing date.			
	Notes to 1.0 (a)	<p>The bidder must be incorporated/constituted in India and must maintain equal to or more than 20% local content (LC) for the offered services to be eligible to bid against this tender.</p> <p>Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India and as amended time to time with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any) shall be applicable. If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate. Whether or not the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage: (a) Without specifying the unit rates and bid amount in the technical bid,</p>			

		the bidder must specify the percentage (%) of local content in their bid as per format prescribed in PROFORMA-XIV (duly signed & sealed by the Power of Attorney holder), without which the bid may be rejected being non-compliant. Such undertaking shall become a part of the contract, if awarded. (b) Along with the technical bid, bidder must submit a copy of their Certificate of Incorporation/Registration or any other valid document(s) which substantially establishes its constitution in India.			
	Notes 1.0 (b)	<p>Eligibility Criteria in case bid is submitted by Indian Subsidiary of foreign company on the basis of technical experience of the foreign company (Supporting Company) who is an Electrolyser Manufacturer and holds more than fifty percent of the paid-up share capital of the bidder company or vice versa:</p> <p>i. Offers of those Indian Subsidiaries (who are not a consortium /LLP) who themselves do not meet the technical criteria as stipulated in the BEC (clause no. 1.1 above) and are quoting based on the technical experience of their Foreign Company (Supporting Company) who is manufacturer of Water Electrolyser Technology can also be considered. In such case the Supporting Company should hold more than fifty percent of the paid-up share capital of the bidding company or vice versa.</p> <p>ii. However, the Supporting Company should on its own meet the technical experience as stipulated in the BEC and should not rely on any other company or through any other arrangement like technical collaboration</p>			

		<p>agreement.</p> <p>iii. In that case as the bidding company (i.e., Indian Subsidiaries) is dependent upon the technical experience of foreign company (Supporting Company) with a view to ensure commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the following Agreements/ Guarantees/ Undertakings along with the techno-commercial bid:</p> <ul style="list-style-type: none"> - An Agreement (as per format enclosed at Annexure-E) between the bidder and the Supporting Company. - Guarantee (as per format enclosed at Annexure-F) by the Supporting Company to OIL for fulfilling the obligation under the Agreement along with certificate issued by Company Secretary of Supporting Company/ Guarantor. - Undertaking by Supporting Company to provide a Performance Bank Guarantee [as per format for PBG (Import) equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder. <p>iv. In such case bidding company shall furnish an undertaking that their foreign based Supporting Company is not having any Permanent Establishment in India in terms of Income Tax Act of India.</p> <p>v. Undertaking from the Supporting Company to</p>			
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		<p>the effect that in addition to invoking the PBG submitted by the bidding company, the PBG provided by Supporting Company shall be invoked by OIL due to non-performance of the bidding company.</p> <p><u>Notes to 1.0 (b) above :</u></p> <ul style="list-style-type: none"> • In case Supporting Company fails to submit Bank Guarantee as per (iv) above, EMD/SD submitted by the bidder shall be forfeited. • <u>The Financial and Technical BEC (clause 2.0 and Clause 3.0 below) of tender is to be met by bidding company (i.e., Indian Subsidiaries) on their own.</u> 			
	Notes 1.0 (c)	<p>Foreign/ Indian Electrolyser Manufacturer shall be required to manufacture parts /components of Electrolyser system [which means the Stack, Rectifier, Feed water preparation section, Separator, Dryer/ purification and its pump, Exchangers & compressor (as applicable)] in India of value at least 20% of the total cost of Electrolyser system quoted by bidder against SOQ item-10.</p> <p><u>Documents Required:</u></p> <p>iii. Bidder shall submit an undertaking – (a) confirming adherence to the percentage requirement of Make in India components in the offered Electrolyser System and (b) indicating list of components to be manufactured in India.</p> <p>iv. A certificate from the Statutory Auditor / Cost Auditor / Cost Accountant / Chartered Accountant (not being an employee / Director of the company) providing the percentage of</p>			

		Make in India component present in offered Electrolyser System, in support of undertaking submitted by bidder against sl. no. (i) Above.			
	(d)	Channel Partner: A Channel Partner is defined for this project as an entity that has a valid authorization/ agreement for a minimum period of 5 (Five) from the original bid closing date, with a Water Electrolyser Manufacturer to market/supply/assemble/ manufacture/maintain sells the manufacturer's products.			
	(e)	In case bidder is channel partner of manufacturer who is not meeting the Technical Criteria as mentioned in 1.1 on its own, can qualify based on the experience of said manufacturer who meets the Technical Criteria as mentioned above.			
	(f)	A Manufacturer can submit bid individually or may tie up with bidding company (i.e., Indian Subsidiary/Channel Partner/ EPCs) but both options cannot be availed by a single manufacturer.			
	(g)	Sub-contract orders shall not be acceptable/considered.			
	(h)	A job executed by a Bidder for its own plant/projects cannot be considered as experience for the purpose of meeting the requirement of BC of the tender. However, jobs executed for Subsidiary/Fellow subsidiary/Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by statutory auditor of the Bidder towards payments of statutory taxes in support			

		of the job executed for the Subsidiary/Fellow subsidiary/Holding company. Such Bidder should submit these documents in addition to the documents specified in the bidding document to meet BEC.			
	(i)	Bidder shall have single point responsibility for completion of scope covered in the tender.			
		SUPPORTING DOCUMENTATION REQUIREMENTS FOR ELIGIBILITY CRITERIA ATTACHED			
	2.0 TECHNICAL CRITERIA:	<p>Bidder i.e., manufacturer/channel partner/(EPC) company, shall have past experience of having successfully completed similar works** during last 10 years, from the original bid closing date; should be any one of the following:</p> <ul style="list-style-type: none"> ➤ One similar work costing not less than Rs. 8.3 Cr. (excl. taxes) <p>**Similar work” means completed Industrial projects in the field of Green Hydrogen Generation Plant / Power / Metal / Oil & Gas / Chemical / Pipeline / Petrochemical / Fertilizer.</p> <p><u>Notes on 2.0 above:</u></p> <ul style="list-style-type: none"> a) Sub-contract orders shall not be acceptable/ considered in support of Past Experience Criteria b) Exchange rate for Conversion of Currency for evaluation of document submitted by bidders which are in 			

		<p>other currency than specified in BEC shall be RBI/FBIL published rate prevailing on the date of award of contract.</p> <p>c) Only documents (Work Order, Completion certificate, etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.</p>			
	Notes to 2.0 (d)	<p>For proof of requisite experience, the following documents must be submitted along with the bid:</p> <p>(i) Copy of contract document or work order documents showing details of work.</p> <p style="text-align: center;">AND</p> <p>(ii) Completion Certificate showing gross value of the job/service, description of job/service and duration of the contract.</p> <p style="text-align: center;">OR</p> <p>(iii) Bank statement for payment received against invoice (s) raised for the work / TDS certificate</p>			
	3.0 Financial Criteria of BEC:	<p>Following financial criteria shall be met by the bidder:</p> <p>3.1 Annual Turnover Criteria: The Annual Turnover of the bidder during any of the last 03 financial years, viz., FY 2020-2021, FY 2021-22 & FY 2022-23, should be at least Rs. 8.3 Crores as per the audited financial results.</p> <p>3.2 Net worth Criteria: Net worth of bidder must be positive for preceding financial/ accounting year.</p>			

	<p>Notes to 3.0 Financial Criteria</p>	<p>(a) For proof of Annual Turnover & Net worth, any one of the following documents/photocopies must be submitted along with the bid:</p> <p style="padding-left: 40px;">i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in PROFORMA-XII.</p> <p style="text-align: center;">OR</p> <p style="padding-left: 40px;">(ii) Audited Balance Sheet along with Profit and Loss account.</p> <p>Note : Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.</p> <p>(b) Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such</p>			
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		<p>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 undertaking in support of the same along with their technical bid as per PROFORMA-IX.</p> <p>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.</p> <p>d) In case the bidder is a Government Department, they are exempted from submission of document mentioned under para a. and b. above.</p> <p>e) Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Para 3.0.</p> <p>f) Financial criteria are required to be met by only prime bidding company. [For clarification, if the Bidder is Water Electrolyser Manufacturer, then it shall be fulfilled by the Water Electrolyser Manufacturer Company. If the Bidder is Channel Partner, it shall be fulfilled by the Channel Partner. If the Bidder is EPC Company, then it shall be fulfilled by EPC Company.</p>			
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		<p>g) Exchange rate for Conversion of Currency for evaluation of documents (as applicable) submitted by bidders for Financial Criteria of BEC which are in other currency than specified in BEC shall be as follows:</p> <ul style="list-style-type: none"> - Annual Turnover: Average of RBI/FBIL published rate prevailing on the First date and Last date of the respective Financial Year. - Net-Worth: RBI/FBIL published rate prevailing on the Last date of the respective Financial Year. 			
	4.0 COMMERCIAL EVALUATION CRITERIA				
	4.1	<p>Power of Attorney: Bidder must be a Single Person/Entity (whether Manufacturer/ Channel Partner/Indian Subsidiary of Foreign Supporting Company/EPC), the Power of Attorney (PoA) to be issued by the bidder in favour of the authorized employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder shall be as per the constitution of the bidder as below:</p>			

		<p>iv. In case of Proprietorship: by Proprietor</p> <p>v. In case of Partnership: by all Partners or Managing Partner</p> <p>vi. In case of Public / Limited Company: PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.</p>			
	4.2	Bids from Limited Liability Partnership (LLP) /Joint Venture (JV)/Consortium are not acceptable.			
	4.3	Bids are to be submitted under Single-Stage Two-Bid System i.e., Un-priced Techno-Commercial Bid and Price Bid in their respective fields in e-tender portal. Only the price Bid should contain the quoted price. There should not be any indication of price in the Un-priced Techno-Commercial bid; otherwise, the bid shall be rejected straightway.			

	4.4	The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.			
	4.5	Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable.			
	4.6	Any bid received in the form of Physical document/ Telex/ Cable/ Fax/ E- mail will not be accepted.			
	4.7	Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.			
	4.8	Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the authorized signatory. However, white fluid should not be used for making corrections. Any bid not meeting			

		this requirement shall be rejected.			
	4.9	Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.			
	4.10	Bids are invited under Single-Stage Two-Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid separately. Bidders must submit both “Technical” and “Price” Bids in electronic form through online OIL’s e-tender portal accordingly within the Bid Closing Date and time stipulated in the e-tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications of the tender under “Technical Attachment” Tab and the Priced Bid as per the PRICE BID FORMAT attached under “Notes and Attachments” .			
	4.11	<p>Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:</p> <ul style="list-style-type: none"> (i) Firm price (ii) EMD / Bid Security/Bid Bond (iii) Period of validity of Bid 			

		(iv) Price Schedule (v) Performance Bank Guarantee / Security deposit (vi) Delivery / Completion Schedule (vii) Scope of work (viii) Guarantee of material / work (ix) Liquidated Damages clause (x) Tax liabilities (xi) Arbitration / Resolution of Dispute Clause (xii) Force Majeure (xiii) Applicable Laws (xiv) Specifications (xv) Integrity Pact			
	4.12	Bid received with validity of offer less than 120 (One Hundred Twenty) days from the date of Technical Bid opening will be rejected. Bidder must submit a declaration regarding bid validity as per the format prescribed in PROFORMA-I .			
	4.13	Bid Security must be furnished (except those exempted) as a part of the Techno-Commercial Un-priced Bid. The amount of bid security should be as specified in the Forwarding Letter. Any bid not accompanied by a proper bid security will be rejected straightway. Note: (i) In case the Bidder submits Bid security in the form of Bank			

		<p>Guarantee (BG), the BG must be valid for minimum 150 days from the original bid closing date.</p> <p>(ii) In case of extension of Bid closing/ Opening Date, Bid Security validity should be extended suitably by the bidder, as and when advised by OIL.</p>			
	4.14	<p>The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide PART-VI of the tender 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 Un-Priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.</p>			
	4.15	<p>Verification and Certification of documents by Independent Third-Party Inspection Agencies</p>			

COMMERCIAL CHECK LIST**Bidder's Name:**_____**TENDER No. CQI4810P24**

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

Sl. No.	Description	Bidder's Confirmation
1.	Bidding structure	
2	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST %
6.	EMD Details: EMD No., Issuing bank, amount with currency and Validity	
7.	Confirm to Submit Performance Security as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to 120 (One Hundred Twenty) days from Bid Due Date / Date of opening of bids.	
9.	Whether Mobilization and Completion period of contract is complied?	

IFB No. CQI4810P24

10.	Whether Integrity Pact Submitted (if applicable)?	
11.	Confirm that quoted prices shall remain firm and fixed until completion of the contract, except as otherwise mentioned in the bid document.	
12.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	
13.	Confirm acceptance to all terms & conditions of the Tender.	
14.	Confirm that all correspondence must be in English Language only.	
15.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
16.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
17.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	
18	Whether applying for Purchase Preference Policy (Linked With Local Content) (PP-LC)? (Yes/No)	
19.	% of Local Content Categorically specified or not as per PROFROMA-XI. Note: Bidder should not mention the % of LC as more than XX%, it should be Categorically specified in % wise.	

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20.	Restrictions on procurement from a bidder of a country which shares land border with india, Undertakings viz. Exhibit-I, Exhibit-II and Exhibit-III , submitted or not if applicable	
21.	Declaration about bidder's financial standing as per APPENDIX-1 submitted or not.	
22.	Declaration about bidder's financial standing as per APPENDIX-2 submitted or not	
23.	Annexure – K (Third Party Inspection of Documents done) as per BEC Clause 4.15	

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

Signature _____

Name _____

Designation _____

Office Stamp _____

FORMAT FOR INSPECTION CERTIFICATE FROM THIRD PARTY INSPECTION AGENCY

(Ref.: Clause No. 4.15 of BEC)

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

TO,
SM(BD)
BD Department,
Oil India Limited, Plot No. 19, Sector 16A,
Noida- 201301, Uttar Pradesh, India.

Sir,
SUB: OIL's Tender No.

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

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

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

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

Yours faithfully,

For (*type name of the firm here*)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)