



EPCM for Upgradation of Facilities of NSPL for transportation of additional products

ENQUIRY DOCUMENT - TENDER

(Document No : B436-TENDER_DOC-B436-000-83-41-PK-T-9510)



[Click on the Document Title to go to that section of the document](#)

Table of Contents			
Document Number	Rev.	Document Title	Page Number
B436-TENDER_DOC-B436-000-83-41-PK-T-9510	A	ENQUIRY DOCUMENT - TENDER	25
B436-000-83-41-PK-T-9510	B	COMPOSITE WORKS FOR NSPL CAPACITY AUGMENTATION PART-ABC	1349
B436-000-83-41-SOW-9010	B	SCOPE OF WORK (PIPELINE) COMPOSITE TENDER	1350
B436-000-83-41-SP-0010	4	PIPING MATERIAL SPECIFICATION (WITH ATTACHMENTS)	1372
B436-000-83-41-LL-01	C	LIST OF ATTACHMENTS (PIPELINE ENGINEERING)	1420
Annexure-I To Piping Material Specification	0	B436-000-83-41-SP-0010 -A1	1431
B436-000-83-41-DS-9001.	0	DATASHEET FOR SPLIT TEE	1441
B436-000-83-41-DS-9002.	A	Data Sheet for Ball Valve (2-12Inch, FLGD, Manual, 600#, FB, CS)	1443
ALL DATASHEETS (PIPELINE ENGINEERING)	1	OTHERS	1445
B436-000-80-42-VDR-9510	A	VENDOR DATA REQUIREMENTS FOR COMPOSITE WORKS TENDER SMED	1484
B436-000-83-41-MSX-4001	0	PG, PT, TI & PDT CONNECTION DRAWING	1494
B436-000-06-41-WSP-0001	0	Welding Specification	1495
B436-000-06-41-WSC-0001	0	Welding Specification Chart	1537
B436-000-06-41-PCS-0001	0	Specification for Protective Coating System	1543
B436-02-42-TS-1001	0	Technical Specifications for Pre-Commisioning and Commissioning	1587
B436-000-06-41-CMS-0001	A	Specification for Corrosion Monitoring System	1604
B436-000-83-41-VL-9510	B	VENDOR LIST FOR PIPING ITEM	1621
Vendor list for strainer	-	Vendor list for strainer	1684
B436-000-83-41-VDR-9510	A	VENDOR DATA REQUIREMENT (PIPELINE ENGINEERING)	1685
B436-000-83-41-3-0003	B	Route Map	1687
B436-000-83-41-3-0001	2	PIPELINE SCHEMATIC/ PIPELINE & INTERMEDIATE FACILITIES	1688
B436-000-83-41-30002_SCOPE DRAWING	C	SCOPE DRAWING COMPOSITE TENDER WORKS	1689
B436-500-83-41-10001	1	Equipment Layout for Madarihat	1690
B436-600-83-41-10001	1	Equipment Layout for SILIGURI	1691
B436-100-83-41-10001	2	EQUIPMENT LAY OUT NUMALIGARH	1692
B436-200-83-41-10001	0	EQUIPMENT LAYOUT SEKONI	1693

[Click on the Document Title to go to that section of the document](#)

Table of Contents			
Document Number	Rev.	Document Title	Page Number
B436-300-83-41-10001	1	EQUIPMENT LAYOUTIPS-2(NOONMATI)	1694
B436-400-83-41-10001	0	EQUIPMENT LAYOUTIPS-3(BONGAIGAON)	1695
B436-000-83-41-10101-10106	A	GENERAL ARRANGEMENT DRAWING	1696
B436-000-83-41-SK-6001	A	FULL ENCIRCLEMENT PROTECTION SHIELD DETAIL	1702
VALVE AND HOSE DATA SHEETS	-	DATA SHEET FOR VALVES AND HOSE (PIPELINE)	1703
6-71-0001	6	Standard specification for submerged arc longitudinal welded (SAWL) line pipe (onshore)	1740
6-71-0004	5	Standard specification for submerged arc helical welded (SAWH) linepipe (onshore).	1776
6-71-0005	5	Standard specification for high frequency welded (HFW) line pipe (onshore).	1813
6-71-0006	4	Standard specification for seamless (SMLS) line pipe (onshore).	1845
6-71-0014	5	Standard specification for pipeline ball valves (onshore).	1870
6-71-0016	6	Standard specification for pipeline lubricated plug valves (onshore).	1886
6-71-0024	6	Standard specification for seamless fittings and flanges (size upto DN 400 mm (16")).	1900
6-71-0035	5	Standard specification for casing insulators and end seals.	1907
6-71-0059	6	Standard specification for documentation for pipeline construction.	1917
6-44-0012	5	Standard specification for fabrication and erection of piping	1926
6-44-0013	5	Standard specification for inspection, flushing and testing of piping systems.	1941
6-44-0016	8	Standard specification for non destructive examination requirements of piping	1950
6-44-0018	1	Standard specification for fabrication of piping spools	1971
6-44-0051	7	Technical notes for pipes.	1982
6-44-0052	7	Technical notes for valves.	1992
6-44-0053	7	Technical notes for flanges, spectacle blinds and drip rings.	2012
6-44-0054	7	Technical notes for butt welded, socket welded and screwed fittings.	2020
6-44-0056	6	Technical Notes For Gaskets.	2029
6-44-0057	5	Technical notes for bolts and nuts.	2034
6-44-0067	2	Technical notes for strainers	2039
6-44-0069	2	Technical notes for sight flow indicators (Sight Glasses)	2048
6-71-0051	5	Standard specification for pipeline construction (onshore).	2054
6-76-0001	4	Standard specification for erection of equipment & machinery	2092
6-76-0002	3	Standard specification for application of torque and hydraulic bolt tension for flange joints	2114
B436-200-81-46-13121	B	Sump Tank Shed Plan , Elev. & Sections	2149
6-78-0001_	2	Specification for quality management system requirements from bidders	2150
6-78-0002	2	Specification For Documentation Requirement From Contractors	2157
6-78-0003	2	Specification for Documentation Requirement from Suppliers	2167
3-78-0004	2	Format for completeness of final documentation	2178
7-44-0002	5	Abbreviations.	2180
7-44-0003	5	Symbols of piping elements on drawings.	2182

[Click on the Document Title to go to that section of the document](#)

Table of Contents			
Document Number	Rev.	Document Title	Page Number
7-44-0166	4	Dimensions for handle projection for spacers and blinds, 1/2"-24" NB (150CL,300CL, & 600CL FF)	2186
7-44-0170	5	Gasket thickness.	2187
7-44-0250	7	Stud bolts RF 150# dimensions (ASME B16.5).	2188
7-44-0252	5	Jack screw for spectacle blind fig.8 and spacer & blind (150CL, 300CL, 600CL RF).	2191
7-44-0302	6	T-strainer type- 3 2"-24"(150# RF, 300# RF & RTJ, 600# RF & RTJ)	2192
7-44-0303	6	T-strainer type-1 2"-4" (150CL RF, 300CL RF & RTJ, 600CL RF & RTJ)	2193
7-44-0304	7	`T' strainer type-1 6" to 24" (150# RF, 300# RF & RTJ, 600# RF & RTJ)	2194
7-44-0350	5	Vent & drains (on lines 1 1/2" & below).	2195
7-44-0351	5	Vents and drains (on lines 2 and above).	2196
7-44-0352	5	Orientation of orifice taps (class 600 & below).	2197
7-44-0353	5	Wells installation 1 1/2" dia taps (up to class 600).	2199
7-44-0354	5	Pressure tappings (PA, PG, PC, PT, PIC etc).	2201
7-44-0404	5	Pipe sleeves details for insulated lines under roads & dykes	2202
7-44-0476	5	Welding of pipe with different thickness.	2203
7-44-0477	5	Butt welding end preparation.	2204
7-44-0478	5	Fillet weld details.	2205
7-44-0480	5	Butt weld details (dimensions).	2206
7-44-0481	5	Butt weld details (sequence of welds).	2207
7-44-0482	5	Welding detail for branch connections (stub in).	2208
7-44-0485	5	Method of cutting and dimensions of field manufactured concentric reducers.	2209
7-44-0486	5	Tolerances for fabrication.	2210
7-44-0487	6	Method of cutting & dimensions of field manufactured eccentric reducers.	2211
7-68-0507	8	Details of steel ladder	2212
7-44-0507	4	Maximum spacing of guides for vertical and horizontal pipes	2215
7-44-0601	5	Pipe shoe for hot-insulated CS pipe, size 2" thru 8", Type-S1 (for temp. upto 343 deg.C)	2216
7-44-0602	5	Pipe shoe for hot-insulated CS pipe, size 10" thru 30", Type-S2. (for temp. upto 343 deg.C)	2217
7-44-0606	6	Pipe saddle for bare pipe size 2" thru 48" type-S6A (for temp. upto 343 deg. C)	2218
7-44-0609	5	Pipe shoe for hot-insulation exceeding 175 mm/ slope line pipe, size 2" thru 6" Type S9A/S9B/ S9C.	2219
7-44-0615	6	Pipe shoe for hot-insulation exceeding 175 mm/ slope-line for pipe, size 8" thru 42" Type S15A/ S15B/ S15C (pipe movement upto 350 mm)	2220
7-44-0616	5	Pipe shoe for hot-insulated CS pipe on sleeper/ RCC-beam size 2" thru 8" Type S16 (for temp upto 353 deg.C.)	2221
7-44-0617	5	Pipe shoe for hot-insulated CS pipe on sleeper/RCC-beam, size 10" thru 30" Type S17. (for temp. upto 343 deg.C)	2222
7-44-0621	6	Low support sliding for bare & insulated pipe size 2" thru 36" type L1 & L1A	2223
7-44-0625	6	Low support sliding for bare pipe size 3/4" thru. 36" type L5A.	2224
7-44-0626	6	Low support sliding for bare and insulated pipe size 2" thru. 36" type L6.	2225
7-44-0628	6	Restrained low support for bare & insulated pipe size 2" thru 36" type L8 & 8A	2226

[Click on the Document Title to go to that section of the document](#)

Table of Contents			
Document Number	Rev.	Document Title	Page Number
7-44-0635	6	Low support sliding and fixed for bare & insulated pipe size 3/4" thru 1-1/2" type-L15.	2227
7-44-0636	6	Low support stanchion for bare & insulated CS/AS/SS pipe type L16 and L16A.	2228
7-44-0638	6	Adjustable low support for bare & insulated pipe size 2" thru 24" type L-18 & L18A.	2229
7-44-0639	6	Adjustable low support with guide and cross-guide for bare & insulated pipe size 2" thru 24" type- L19 & L19A.	2230
7-44-0641	5	Pipe clamp for bare CS / AS / SS pipe size 1/2" thru 24" type- C1	2231
7-44-0643	6	Pipe clamp for insulated CS / AS / SS pipe size 1/2" thru 24" type- C3	2232
7-44-0644	5	U-bolt for bare C.S. pipe size 1/2" thru 24" type-C4 (for operating temp. Upto 232oC)	2233
7-44-0739	6	Dummy pipe support for bare pipe size 2" thru. 24" type B-39.	2234
7-44-0740	6	Dummy pipe support for insulated pipe size 2" thru 24" Type B-40.	2235
7-44-0751	5	Guide support for bare pipe size 1/2" thru 24" type G1.	2236
7-44-0752	5	Guide support for bare pipe size 1/2" thru 24" Type- G2 & G2A. (for temp. upto 343 deg.C)	2237
7-44-0753	5	Cross guide for bare pipe, size 2" thru 24" Type-G3. (upto 343oC)	2238
7-44-0754	5	Cross-guide for bare pipe on sleeper / rcc beam size 2" thru 24" Type-G4 (for temp. upto 343oC).	2239
7-44-0755	5	Anchor for bare pipe on sleeper/RCC beam, size 2" thru 24" Type-G5 (upto 343oC).	2240
7-44-0792	5	Supporting arrangement for angle & relief valves type SP2.	2241
7-44-0794	5	Support for orifice flange tap type SP4.	2242
7-67-3012	1	Short Sliding Pipe Supports on existing RCC pavements (International Standard as per British Codes)	2243
7-67-3013	0	Foundation for Sliding Supports for Pipes on Grade (For Pipeline Jobs) (International Standards) (British Codes).	2244
7-68-0689	3	Shear connections welded type - beam to beam	2248
7-68-0660	3	Typ. Detail Of Moment Connection With Mb Col. / Mc Box Col. To Mb Beam	2252
7-68-0654	4	Detail Of Moment Connection For Mc [] Column To [] Beam	2256
7-68-0417	8	MS anchor bolt assemblies	2258
7-68-0506	7	Steel stairs	2265
7-68-0056	7	Metal insert plates.	2271
7-68-0051	6	Standard lifting hooks in precast slabs & chequered plates.	2278
6-68-0056	4	Standard specification civil & structural works bonding fresh concrete to old concrete by epoxy resin bonding system.	2279
7-68-0203	7	Typical chequered plate support.	2285
6-81-0002	6	Itp For Welded Pipes	2286
7-68-0627	1	Precast cable trench and joint detail	2292
7-68-0626	4	Cable trench	2294
7-68-0655	4	Cable trench for class-AA tracked vehicle (crane approach)	2311
7-68-0202	7	Typical grating support.	2318
7-68-0201	6	Standard lugs.	2319
7-68-0062	6	Typical cranking detail of rebar at beam & col. junctions.	2320
7-67-0008	8	Pedestal For Stair/Ladder.	2321
6-81-0003	6	Itp For Seamless Pipes	2322
6-81-0004	6	ITP for valves	2328
6-81-0005	8	ITP for forged, seamless & welded fittings.	2335

[Click on the Document Title to go to that section of the document](#)

Table of Contents			
Document Number	Rev.	Document Title	Page Number
6-81-0006	5	ITP for flanges, spectacle blinds & drip rings	2341
6-81-0007	5	Itp For Bolting Material	2347
6-81-0008	4	ITP for gaskets	2354
6-81-0071	4	ITP for small size & assorted length pipes	2359
6-81-0072	4	ITP for small size ball valves (1 1/2")	2365
6-81-0091	4	ITP for onshore CS flanges and seamless fittings (upto 16" NB)	2371
6-81-0133	3	ITP for strainers	2376
6-81-0135	3	ITP for hose pipe and coupling	2381
6-81-2091	2	ITP for Sight Glasses	2386
B436-000-16-51-SOW-9510	B	SCOPE OF WORK	2390
B436-000-16-51-DS-1001	A	DATASHEET FOR PIG SIGNALLAR (NON INTRUSIVE)	2398
B436-000-16-51-CF-9510	0	COMPLIANCE FORMAT	2402
B436-000-16-51-MD-9510	A	Vendor list for Instrumentation	2404
6-52-0004	5	Std. Spec. for orifice plates and flanges	2422
6-52-0006	5	Std. specification for restriction orifice plate	2429
6-52-0014	4	Standard specification for tank level instruments	2435
6-52-0015	2	Standard specification for magnetic level instruments	2449
6-52-0016	5	Standard specification for pressure, differential pressure and vacuum gauges	2457
6-52-0025	5	Standard specification for flame arrestors.	2466
6-52-0021	5	Standard specification for temperature gauges and thermowells.	2473
6-52-0026	5	Standard specification for pressure relief valves.	2481
6-52-0032	5	Standard specification for electronic instruments.	2491
6-52-0042	5	Standard specification for thermocouples, RTDs and thermowells.	2508
6-52-0046	8	Standard specification for signal cables.	2516
6-52-0048	5	Standard specification for junction boxes and cable glands.	2524
6-52-0060	2	Standard specification for erection tender.	2532
6-52-0067	6	Standard specification for instrument tube fittings.	2558
6-52-0068	5	Standard specification for instrument tubing.	2564
6-52-0069	6	Standard specification for instrument valves and manifolds.	2571
6-52-0080	4	Standard specification for gas detection system.	2579
6-52-0081	4	Standard specification for fire detection system (UV/IR).	2603
7-52-0001	6	Instrument connection on vessel, standpipes and tanks.	2615
7-52-0002	5	Instrument connection on pipes.	2619
7-52-0035	4	Thermowell.	2622
7-52-0036	5	Thermocouple / RTD assembly with thermowell.	2625
7-52-0101	3	Instrument support single instrument	2626
7-52-0102	3	Instrument support two instruments	2629
7-52-0104	4	Support details for junction boxes	2632
7-52-0105	4	Fabricated canopy for instruments	2634
7-52-0107	4	Perforated tray supports & cables clamping details	2641
7-52-1100	0	List of items for installation standards	2642
7-52-1110	0	Pressure gauge liquid / gas service high pressure	2652
7-52-1112	0	Pressure gauge liquid / gas service (Old No. 7-52-0432 Rev 5)	2653

[Click on the Document Title to go to that section of the document](#)

Table of Contents			
Document Number	Rev.	Document Title	Page Number
7-52-1139	0	Pressure instrument liquid & cond. vapour service meter below & high pressure	2654
7-52-1158	0	Pressure gauge high temperature remote mounted	2655
7-52-1131	0	Pressure instrument liquid & cond. vapour service meter below (Old No. 7-52-0437 Rev 5)	2656
7-52-1132	0	Pressure instrument liquid & cond. vapour service meter above (Old No. 7-52-0438 Rev 5)	2657
7-52-1171	0	Differential pressure DP - type meter below (Old No. 7-52-0452 Rev 5)	2658
7-52-1325	0	Flow instrument DP type liquid & cond. vap. service meter below (Old No. 7-52-0401 Rev 5)	2659
7-52-1326	0	Flow instrument DP type liquid service meter above (Old No. 7-52-0402 Rev 5)	2660
7-52-1520	0	Level gauge magnetic type on vessel / standpipe	2661
6-81-2004	4	ITP for orifice plates and flanges	2662
6-81-2006	4	ITP for restriction orifice plates	2667
6-81-2014	4	ITP for tank level instruments.	2672
6-81-2015	3	ITP for magnetic level instruments	2678
6-81-2016	4	ITP for receiver & pressure gauges	2684
6-81-2021	4	ITP for temperature gauges & thermo wells.	2688
6-81-2025	4	ITP for flame arresters	2693
6-81-2026	4	ITP for pressure relief valves.	2698
6-81-2032	4	SPECIFICATION	2703
6-81-2042	4	SPECIFICATION	2709
6-81-2048	4	ITP for junction boxes & cable glands.	2715
6-81-2046	4	SPECIFICATION	2720
6-81-2067	5	ITP for instrument tube fittings	2726
6-81-2068	4	ITP for instrument tubing	2731
6-81-2069	4	ITP for instrument valves and manifolds	2735
6-81-2080	4	ITP for gas detection system (LEL/H ₂ S)	2739
6-81-2081	4	ITP for fire detection system (UV/IR)	2746
B436-000-16-51-VDR-9510	A	VENDOR DATA REQUIREMENTS	2752
B436-000-16-51-ID-9510A	0	DATASHEET PART A	2754
B436-000-16-51-ID-9510B	0	DATASHEET PART B	2809
B436-000-16-51-ID-9510C	0	DATASHEET PART C	2862
B436-000-81-45-SOW-9510	A	SCOPE OF SUPPLY & WORK	2899
6-65-0006	4	Standard specification for earthwork for underground piping.	2910
6-65-0017	6	Standard specification for site grading and rock cutting for site grading	2917
6-65-0016	4	Standard specification for classification of soil for Earth Work in site grading	2929
6-65-0019	4	Standard specification for concrete pavement.	2935
6-65-0021	4	Standard specification for pipe culverts & ERC / IRC crossing.	2945
6-65-0027	5	Standard specification for underground and above ground G.I. pipeline system (water services)	2950
6-65-0030	5	Standard specification for fabrication and Laying of Underground piping.	2955

[Click on the Document Title to go to that section of the document](#)

Table of Contents			
Document Number	Rev.	Document Title	Page Number
6-65-0036	4	Standard specification for underground C.I. piping system.	2966
6-65-0042	4	Standard specification for underground sewer system pre cast RCC pipes.	2974
6-65-0044	4	Standard specification for underground sewer system - HDPE pipes.	2981
6-65-0050	4	Standard specification for random rubber pitching.	2988
6-65-0053	4	Standard specification for plumbing & building drainage.	2993
6-66-0004	1	Standard specification for portable fire extinguisher	3001
6-66-0011	4	Standard specification for rubber lined or rubberized fabric lined woven jacketed fire fighting delivery hose	3006
6-66-0012	4	Standard specification for standard post type fire hydrant (with or without pumper connection)	3010
6-66-0016	4	Standard specification for foam branch pipe.	3016
6-66-0018	4	Standard specification for first aid hose reel	3021
6-66-0021	4	Standard specification for stand post type water monitor	3025
6-66-0027	5	Standard specification for water cum foam monitor single barrel type (fixed & variable flow)	3031
6-66-0035	4	Standard specification for landing valve.	3037
6-66-0038	5	Standard specification for safety shower and eye wash.	3041
6-66-0046	4	Standard specification for water spray nozzle for cooling.	3046
6-66-0047	4	Standard specification for hose cabinet.	3052
6-66-0048	3	Standard specification for deluge valve (with hydraulic detection system).	3057
6-66-0061	4	Standard specification for 50 kg. & 75 kg. capacity dry chemical powder extinguisher.	3064
6-79-0011	2	Standard specification for tape coating for underground steel pipelines	3069
6-79-0020	0	Standard specification for surface preparation and protective coating (new construction)	3083
6-82-3100	1	Inspection & test plan (ITP) for civil, structural & architectural works (item rate contracts - with categorization)	3142
7-65-0001	4	Abbreviations, legends and equipment symbols.	3207
7-65-0006	5	Cable crossings under road (PVC pipes).	3211
7-65-0007	5	Detail of pipeway bridge spans 3500 & 2000	3212
7-65-0008	4	Pipe sleeve details	3214
7-65-0010	5	Road curves and crossing.	3215
7-65-0101	7	Standard Sections Of Storm Water Drains.	3216
7-65-0103	4	Pipe culvert for storm water drainage.	3217
7-65-0104	5	Box culvert type I, II, III and IV.	3219
7-65-0211	5	Details of rungs for manholes, valve pits, tanks, etc.	3220
7-65-0212	5	Standard miscellaneous details for manholes.	3221
7-65-0213	5	Conc. bedding and encasement for pipes.	3222
7-65-0214	7	Gully trap chamber.	3223
7-65-0215	5	Inspection chamber.	3224
7-65-0216	5	Septic tank type I, II, III & IV	3225
7-65-0217	6	Details of soak pit.	3226
7-65-0219	5	Vents for manholes.	3227
7-65-0220	6	Valve pit type-1 for dia. < 36".	3228
7-65-0224	3	Chequered plate details (for masonry valve pit type-I, type-II, type-III & type-IV)	3229
7-65-0230	4	Typical detail of bend pipe for manholes.	3230

[Click on the Document Title to go to that section of the document](#)

Table of Contents			
Document Number	Rev.	Document Title	Page Number
7-65-0251	6	Manhole type-1 (sanitary waste system) for depth $\geq 1\text{m}$ ($\phi \geq 300$)	3231
7-65-0272	5	Unit drainage details (rectangular ditch details).	3232
7-65-0310	4	Detail of neutralization pit.	3233
7-65-0404	4	RCC pavement details.	3234
7-65-0406	7	Concrete sliding sleeper cast-in-situ Type-I	3235
7-65-0407	8	Concrete sliding sleepers cast-in-situ Type - II.	3236
7-65-0408	8	Concrete sliding sleepers cast-in-situ Type III.	3237
7-65-0415	5	Details of anchor sleepers.	3238
7-65-0420	4	Installation details of fire water hydrant.	3239
7-65-0421	3	Installation details of water or water cum foam monitor, long range foam / water monitor.	3240
7-65-0442	3	Detail for rain water harvesting (catchment area $\sim 500\text{ sq.m.}$)	3241
7-65-0443	3	Detail for rain water harvesting (catchment area $\sim 1500\text{ sq.m.}$)	3242
7-44-0484	5	Branch connection (not breaking into).	3243
7-44-0479	5	Welding Details For Branch Connections (Not Breaking Into).	3244
B436-000-81-45-DS-4101	B	DATA SHEET WATER CUM FOAM MONITOR	3245
B436-000-81-45-JS-9510	B	JOB SPECIFICATIONS	3246
B436-000-81-45-DS-4102	A	DATA SHEET HYDRANT	3265
B436-000-81-45-DS-4103	A	DATA SHEET HOSE BOX	3267
B436-000-81-45-DS-4104	A	DATA SHEET DELUGE VALVE	3268
B436-000-81-45-DS-4105	A	DATA SHEET QBD	3269
B436-000-81-45-DS-4106	A	DATA SHEET MV SPRAY NOZZLES	3270
B436-000-81-45-DS-4107	A	DATA SHEET LANDING VALVE	3271
B436-000-81-45-DS-4108	A	DATA SHEET HOSE REEL	3272
B436-100-81-45-0-0001	0	OVERALL PLOT PLAN	3273
B436-200-81-45-0-0001	0	OVERALL PLOT PLAN	3274
B436-300-81-45-0-0001	1	OVERALL PLOT PLAN	3275
B436-400-81-45-0-0001	0	OVERALL PLOT PLAN	3276
B436-500-81-45-0-0001	0	OVERALL PLOT PLAN	3277
B436-600-81-45-0-0001	A	OVERALL PLOT PLAN	3278
B436-000-81-45-LL-9510	A	LIST OF CONTENTS	3279
B436-000-81-45-VDR-9510	A	VENDOR DATA REQUIREMENT	3292
6-75-0001	6	Standard specification for architectural works general.	3295
6-75-0002	7	Standard specification for floor finishing.	3302
6-75-0003	6	Standard specification for wood works	3330

[Click on the Document Title to go to that section of the document](#)

Table of Contents			
Document Number	Rev.	Document Title	Page Number
6-75-0004	7	Standard specification for steel / aluminium doors, windows and ventilators.	3338
6-75-0005	6	Standard specification for plastering and pointing.	3351
6-75-0006	6	Standard specification for roof treatment.	3360
6-75-0007	6	Standard specification for white / colour washing, distempering, painting and polishing	3369
6-75-0008	6	Standard specification for roofing.	3384
6-75-0009	6	Standard specification for sanitary fittings and fixtures.	3394
6-75-0010	6	Standard specification for false ceiling, false flooring underdeck insulation & partitioning	3400
7-75-0004	5	Dado detail (with brick wall and RCC col.)	3411
7-75-0002	5	Skirting detail (with brick wall).	3412
7-75-0003	5	Skirting detail (with RCC column).	3413
7-75-0012	5	Wooden flush door (with wooden frame).	3414
7-75-0014	5	Glazed aluminium door.	3415
7-75-0015	5	Glazed aluminium window.	3416
7-75-0016	1	Aluminium sliding window (2 track type)	3417
7-75-0017	1	Aluminium sliding window (3 track type)	3418
7-75-0036	6	Pipe handrail with square up right type.	3419
7-75-0041	6	False ceiling details with aluminium grid.	3420
7-75-0043	6	Aluminium panel false ceiling (tray type).	3421
7-75-0049	1	False flooring	3423
7-75-0054	5	Steel gate (for entrances upto 6.0m width).	3426
7-75-0060	5	Orissa pan W.C. (fixing detail).	3428
7-75-0062	5	European type W.C. (fixing detail).	3430
7-75-0063	5	Urinal fixing detail.	3432
7-75-0064	5	Wash basin fixing detail.	3433
7-75-0065	5	Plinth protection (with building drain)	3435
7-75-0068	5	Roof drainage and water proofing.	3437
7-75-0070	5	Steel door (pressed steel) single shutter.	3440
7-75-0091	1	Metal sheet (flashing detail)	3441
7-75-0093	1	Stainless steel tubular handrail	3443
7-75-0071	5	Steel door (pressed steel) double shutter.	3447
B436-000-81-46-SOW-9510	1	SCOPE OF SUPPLY & WORK	3448
B436-100-81-46-02101	B	SUBSTATION GR. & FF Floor Plan	3458
B436-100-81-46-12111	A	SRR BUILDINGGR. Floor plan & Section	3459
B436-100-81-46-03101	B	Intermediate pump house GR & Terrace Floor Plan	3460
B436-100-81-46-03111	C	Basket Filter shed GR & Terrace Floor Plan	3461
B436-100-81-46-03112	C	Basket Filter shed Elevations & Section	3462
B436-100-81-46-13121	B	Sump Tank Shed GR & Terrace Floor Plan	3463
B436-200-81-46-12111	A	SRR BUILDING GR. Floor plan & Section	3464
B436-200-81-46-03101	B	Intermediate pump house Plan , Elev. & Sections	3465

[Click on the Document Title to go to that section of the document](#)

Table of Contents			
Document Number	Rev.	Document Title	Page Number
B436-200-81-46-03111	B	Basket filter shed Plan , Elev. & Sections	3466
B436-200-81-46-13131	B	DRA Skid shed Plan , Elev. & Sections	3467
B436-300-81-46-03101	B	Intermediate pump house Plan, Elev & Section	3468
B436-300-81-46-03111	B	Basket Filter shed Plan, Elev & Section	3469
B436-300-81-46-13121	B	Sump tank shed Plan, Elev & Section	3470
B436-300-81-46-13131	B	DRA skid shed Plan, Elev & Section	3471
B436-300-81-46-12111	A	SRR BuildingGR Floor plan & section	3472
B436-400-81-46-03101	B	Intermediate pump house Plan, Elev & Section	3473
B436-400-81-46-03111	B	Basket Filter shed Plan, Elev & Section	3474
B436-400-81-46-13121	B	Sump Tank shed Plan, Elev & Section	3475
B436-400-81-46-13131	B	DRA skid shed Plan, Elev & Section	3476
B436-500-81-46-03101	B	Intermediate pump house Plan, Elev & Section	3477
B436-500-81-46-03111	B	Basket filter shed Plan, Elev & Section	3478
B436-500-81-46-13131	B	DRA skid shed Plan, Elev & Section	3479
B436-500-81-46-13141	C	CI dosing shed Plan, Elev & Section	3480
B436-500-81-46-13121	B	Sump Tank shed Plan, Elev & Section	3481
B436-600-81-46-03111	A	Basket filter shedPlan, elevation & section	3482
B436-600-81-46-12111	A	SRR BuildingGR. Floor Plan & Section	3483
B436-600-81-46-12101	A	Substation BuildingPlan, elevation & section	3484
B436-000-81-46-LL-4001	0	APPROVED VENDOR LIST	3485
B436-000-83-41-SOW-5002	2	COMPOSITE WORKS TENDER SCOPE OF WORK	3496
B436-000-83-41-SP-5001	0	PILING WORKS TENDER JOB SPECIFICATIONS	3511
6-68-0001	5	Standard specification civil and structural works - general scope.	3561
6-68-0002	6	Standard Specification Civil & Structural Works Materials.	3565
6-68-0003	6	Standard Specification Civil & Structural Works Earthwork.	3581
6-68-0004	7	Standard specification civil & structural works plain & reinforced cement concrete	3595
6-68-0005	6	Standard Specification Civil & Structural Works Reinforced Cement Concrete For Liquid Retaining Structures.	3625
6-68-0006	7	Standard specification civil & structural works structural steel works.	3633
6-68-0007	7	Standard specification civil & structural works structural steel works (tubular/ hollow sections)	3658

[Click on the Document Title to go to that section of the document](#)

Table of Contents			
Document Number	Rev.	Document Title	Page Number
6-68-0008	7	Standard specification civil & structural works miscellaneous steel works	3674
6-75-0011	1	Standard specification for fire check / fire resistant doors, windows & partitions	3686
6-68-0009	5	Standard Specification - Civil & Structural Works - Brick Masonary.	3695
6-68-0012	5	Standard specification civil & structural works demolition and dismantling.	3704
6-68-0013	4	Standard specification - civil & structural works - miscellaneous items.	3711
6-68-0014	1	Standard specification civil & structural works precast concrete	3720
6-68-0017	1	Standard specification - civil & structural works - bipolar concrete penetrating corrosion inhibiting admixture	3726
6-68-0035	1	Standard specification civil & structural works water-proofing of underground concrete structures	3740
6-74-0006	4	Standard specification for materials for reinforced concrete piles.	3771
6-74-0011	4	Standard specification for construction and installation of RCC bored cast-in-situ piles	3778
6-74-0013	4	Standard specification for testing of concrete piles.	3786
7-68-0697	4	Electroforged grating type-I & type-II	3797
7-68-0501	8	Handrails	3805
7-68-0104	6	Reinforcement details at Sq/Rect. cutout in slab.	3813
7-68-0683	4	Monorail fixing details with steel members	3814
6-82-0001	10	Standard Specification For Health, Safety & Environment (Hse) Management At Construction Sites	3823
APPROVED SUPPLIER LIST STRUCTURAL_B43 6-9510	0	APPROVED SUPPLIER LIST STRUCTURAL	3925
7-75-0007	5	Steel door hollow type double shutter.	3929
7-75-0006	5	Steel door hollow type single shutter.	3930
6-44-0004	3	(Withdrawn; Pl. refer SMMS Spec. No. 6-79-0020) Standard specification for shop & field painting.	3931
B436-5-18-42-005	4	Inspection Methodology for PMC & Pkg Orders	3979
B436-8-18-42-0004	1	Guideline for Item Categorization Plan	3991
B436-000-16-50-SOW-9510	B	SCOPE OF SUPPLY & WORK PARTA	4013
B436-000-16-50-SOW-9511	B	SCOPE OF SUPPLY & WORK PARTB	4022
B436-000-16-50-SOW-9512	B	SCOPE OF SUPPLY & WORK PARTC	4031
B436-000-16-50-SP-9510	B	JOB SPECIFICATION	4040
B436-000-16-50-SP-9511	A	JOB SPECIFICATION	4071
B436-000-16-50-04100	0	GENERAL NOTES CABLING	4083
B436-000-16-50-04200	0	GENERAL NOTES LIGHTING SYSTEM	4087
B436-000-16-50-04300	0	GENERAL NOTES EARTHING SYSTEM	4090
B436-100-16-50-00001	A	SINGLE LINE DIAGRAM	4093
B436-200-16-50-00001	A	SINGLE LINE DIAGRAM	4094

[Click on the Document Title to go to that section of the document](#)

Table of Contents			
Document Number	Rev.	Document Title	Page Number
B436-300-16-50-00001	A	SINGLE LINE DIAGRAM	4095
B436-400-16-50-00001	A	SINGLE LINE DIAGRAM	4096
B436-500-16-50-00001	A	SINGLE LINE DIAGRAM	4097
B436-600-16-50-30001	A	SINGLE LINE DIAGRAM	4098
B436-100-16-50-00101	A	OVERALL CABLE LAYOUT	4099
B436-100-16-50-00201	A	LIGHTING LAYOUT SUBSTATION	4100
B436-100-16-50-00202	A	CABLE, LTG, EARTHING & LIGHTNING PROTECTION LAYOUT	4101
B436-200-16-50-00202	A	CABLE, LTG, EARTHING & LIGHTNING PROTECTION LAYOUT	4102
B436-300-16-50-00202	A	CABLE, LTG, EARTHING & LIGHTNING PROTECTION LAYOUT	4103
B436-400-16-50-00202	A	CABLE LAYOUT COMPRESSOR HOUSE/PUMP HOUSE	4104
B436-500-16-50-00202	A	CABLE, LTG, EARTHING & LIGHTNING PROTECTION LAYOUT	4105
6-12-0001	6	General specification for pressure vessels.	4106
B436-000-16-50-DS-9510	A	MV CAPACITOR DATA SHEET	4121
B436-000-16-50-DS-9511	A	MV SWITCHBOARD DATA SHEET	4124
B436-000-16-50-DS-9512	A	M.V. MOTOR	4129
B436-000-16-50-DS-9513	A	MV VFD DATA SHEET	4132
B436-000-16-50-DS-9514	A	NEUTRAL GROUNDING RESISTOR	4136
B436-000-16-50-DS-9515	B	LIGHTING FIXTURE SCHEDULE	4138
B436-000-16-50-DS-9516	A	HVAC DATA SHEET	4148
B436-000-16-50-DS-9517	A	MV SWITCHBOARD COMPONENTS DATA SHEET	4151
B436-000-16-50-DS-9518	A	EOT CRANE	4155
B436-000-16-50-DS-9519	A	FIRE ALARM SYSTEM	4156
B436-000-16-50-DS-9520	A	HV / MV CABLE	4161
B436-000-16-50-DS-9521	A	HV / MV CABLE	4163
B436-000-16-50-DS-9522	A	COMMUNICATION & FA CABLES	4165
B436-000-16-50-DS-9523	A	FLAMEPROOF LIGHTING/POWER PANEL	4167
B436-000-16-50-DS-9524	A	FLAME PROOF MOVDB DATA SHEET	4169
B436-000-16-50-DS-9525	A	DG SET DATA SHEET	4172

[Click on the Document Title to go to that section of the document](#)

Table of Contents			
Document Number	Rev.	Document Title	Page Number
B436-000-16-50-DS-9526	A	HARDWARE DATASHEET DG SET	4178
B436-000-16-50-DS-9527	A	PRESSURIZATION DATA SHEET	4179
B436-000-16-50-DS-0601	A	HV SWITCHGEAR	4180
B436-000-16-50-DS-0602	A	NUMERICAL RELAY DATA SHEET	4184
B436-000-16-50-DS-0603	A	HARWARE DATA SHEET EXT. PANEL HV SWITCHBOARD	4190
B436-000-16-50-DS-5013	A	ELECTRICAL LOAD DATA	4191
6-51-0001	7	Specification for HV switchboards.	4193
6-51-0006	6	Specification for flameproof control stations.	4209
6-51-0008	6	Specification for flameproof lighting and power panels	4219
6-51-0012	5	Specification for MV switchboards fixed type for package equipment	4226
6-51-0014	6	Specification for industrial type control stations.	4235
6-51-0018	5	Specification for M.V. Switchboard.	4244
6-51-0021	6	Specification for flameproof plugs, sockets & hand lamps.	4261
6-51-0030	4	Specification for engine starting battery and charger.	4269
6-51-0038	3	Specification for MV variable frequency drive system	4278
6-51-0043	8	Specification for neutral grounding resistor.	4295
6-51-0049	2	Specification for small MV variable frequency drive system	4302
6-51-0051	8	Specification for medium and high voltage cables & accessories.	4318
6-51-0052	7	Specification for communication and fire alarm cables.	4328
6-51-0055	3	Specification for numerical relays & substation automation system	4339
6-51-0061	6	Specification for hazardous area light fixtures and junction boxes	4356
6-51-0064	2	Specification for energy efficient medium voltage induction motors	4364
6-51-0076	6	Specification for fire detection and alarm system.	4376
6-51-0081	5	Specification for electrical equipment installation.	4403
6-51-0082	5	Specification for cable installation.	4419
6-51-0083	6	Specification for lighting installation.	4430
6-51-0084	5	Specifications for earthing installation.	4443
6-51-0087	4	Specification for field inspection, testing and commissioning of electrical installations	4451
6-51-0088	4	Specification for electrical works as part of paving works	4459
6-51-0093	5	Specification for electricians of package equipment.	4465
6-51-0094	5	Specification for electricians for E.O.T. crane.	4475
6-51-0099	7	Design philosophy for electrical facilities.	4490
7-51-0002	6	Symbols single line diagrams.	4522
7-51-0003	1	Symbols - SLD based on IEC & international practice	4528
7-51-0011	6	Symbols wiring diagrams.	4540
7-51-0021	6	Symbols - plans (layout drawings).	4542
7-51-0101	6	Typical earth electrode for earthing system.	4546
7-51-0102	8	Typical earth electrode in test pit.	4547
7-51-0103	7	Typical earth plate and fixing details.	4548
7-51-0104	6	Typical arrangement for earthing of motor	4549
7-51-0105	7	Typical arrangement for earthing of transformer.	4550
7-51-0106	6	Typical earth connection for push button station.	4551

[Click on the Document Title to go to that section of the document](#)

Table of Contents			
Document Number	Rev.	Document Title	Page Number
7-51-0108	7	Typical earthing of tanks, vessel and spheres.	4552
7-51-0109	5	Typical arrangement for earthing of overhead cable tray and electric motor.	4554
7-51-0111	5	Typical earthing arrangement for process equipment.	4555
7-51-0112	5	Earthing/bonding of pipes and pipe racks (in hazardous area).	4556
7-51-0115	6	Fence and gate earthing (Transformer yard).	4558
7-51-0116	8	Equipment earthing schedule.	4559
7-51-0117	6	Typical details of directly buried earth electrode.	4560
7-51-0201	6	Typical installation of lighting fixture at ground level.	4561
7-51-0202	6	Typical installation of lighting fixture on platform.	4562
7-51-0203	6	Typical installation of open area flood light fixture mounted on wall or column.	4563
7-51-0205	6	Typical installation of flood light fixtures (two) mounted on pole.	4564
7-51-0207	6	Typical installation of street lighting fixture.	4566
7-51-0208	7	Typical Marshalling box details for lighting poles.	4568
7-51-0209	6	General arrangement for floodlight mast.	4569
7-51-0210	6	Post top lantern installed at ground level.	4570
7-51-0211	6	Post top lantern installed on gate.	4571
7-51-0213	6	Typical installation of recessed mounted fluorescent / led fixture.	4572
7-51-0212	6	Typical installation of fluorescent / led fixture mounting in exposed wiring system.	4573
7-51-0214	5	Typical installation of recessed mounted or below false ceiling mounted lighting fixture.	4574
7-51-0215	6	Typical installation of recessed mounted lighting fixture block of four.	4575
7-51-0216	5	Typical installation of high bay lighting fixture.	4576
7-51-0217	5	Typical installation of well glass lighting fixture (safe area).	4577
7-51-0218	5	Typical installation of bulkhead lighting fixture.	4578
7-51-0220	6	Typical installation of aviation obstruction light.	4579
7-51-0221	5	Typical installation of hazardous area well glass / dome glass / flat glass lighting fixture.	4580
7-51-0222	5	Typical installation of hazardous area bulk-head fixture.	4581
7-51-0223	5	Typical installation of flood light fixture.	4582
7-51-0224	6	Cable termination for motors Cable dropping along column (for HV / MV Motors)	4583
7-51-0225	5	Typical installation of flame proof lighting / power panel.	4584
7-51-0226	5	Typical installation of lighting / power panel wall (surface) mounted.	4585
7-51-0229	5	Typical installation details of lighting fixture mounting in concealed conduit system.	4586
7-51-0230	5	Typical installation of lighting / power panel flush mounted.	4587
7-51-0232	4	Typical installation of metsec channel and lighting fixture.	4588
7-51-0233	1	Typical Installation of Ground Level Lighting Fixture with Precast Foundation	4589
7-51-0235	1	Typical Installation of Two No. Flood Light Fixture on Pole with Precast Foundation	4590
7-51-0236	0	Typical Details of Switchboard/ Conduit for Lighting Switches/MCP/FCS in Blast Proof Wall	4592
7-51-0301	5	Marking of trenches for electric cables.	4596
7-51-0302	5	Typical section of cable trench in unpaved areas.	4597
7-51-0303	6	Typical section of RCC cable trench.	4598

[Click on the Document Title to go to that section of the document](#)

Table of Contents			
Document Number	Rev.	Document Title	Page Number
7-51-0305	5	Installation details for conduit or cable support on wall/ slab/ beam.	4599
7-51-0306	5	Installation details for control station on structural channel in paved area.	4600
7-51-0307	5	Installation details for control station on concrete/ steel column in paved area.	4601
7-51-0308	5	Installation details for control station on structural channel in unpaved areas.	4602
7-51-0311	5	Connection details for vertical motor and control station (cable below ground).	4603
7-51-0312	5	Connection details for horizontal motor and control station (cable below ground).	4604
7-51-0313	5	Connection details for horizontal motor (cable below ground).	4605
7-51-0314	5	Connection details for motor and control station (cable in tray).	4606
7-51-0315	5	Installation details for socket/ receptacle mounted on wall/ column (cable below ground).	4607
7-51-0316	5	Installation details for socket/ receptacle mounted on column (cable in tray).	4608
7-51-0317	5	Installation details for socket/ receptacle/ control station mounted on handrail.	4609
7-51-0321	4	Details of RCC duct above finished grade level.	4610
7-51-0322	4	Details of ERC below grade level.	4611
7-51-0323	5	Cable termination for motors (Cable dropping from overhead trays)	4612
7-51-0324	5	Cable termination for motors cable dropping along column (for HV / MV motors)	4613
7-51-0325	5	Cable termination for motors (Cable laid in trench)	4614
7-51-0326	5	Arrangement for termination of cables laid in trench (for HV/MV motors)	4615
7-51-0327	1	Typical Details for Cable Crossing the Dyke Wall in Tank Farm Area	4616
7-51-0332	4	Safety measures for electrical installations during construction	4618
7-51-0333	4	Details for hot dip galvanized ladder type cable trays	4620
7-51-0335	4	Typ. installation details of electrical panels on false flooring	4623
7-51-0336	4	Typ. Inst.details of electrical panels on cable trench	4624
6-81-1001	4	ITP for HV switchboards	4626
6-81-1006	4	ITP for flameproof control stations	4634
6-81-1008	3	ITP for flameproof lighting and power panels	4639
6-81-1012	3	ITP for MV fixed type switch board for package equipment	4644
6-81-1014	4	ITP for industrial type control stations	4649
6-81-1018	4	ITP for MV switchboards	4654
6-81-1020	5	Inspection and test plan for high voltage capacitor banks	4660
6-81-1021	3	ITP for flameproof plugs, sockets and hand lamps	4668
6-81-1038	3	ITP for MV variable frequency drive system	4673
6-81-1039	2	ITP for high mast lighting system	4679
6-81-1042	3	ITP for dry type lighting transformer	4684
6-81-1043	4	ITP for neutral grounding resistor	4690
6-81-1051	4	ITP for MV & HV cables & accessories	4696
6-81-1052	4	ITP for communication & fire alarm cables	4702
6-81-1054	3	ITP for MV and HV bus duct	4709
6-81-1055	3	ITP for numerical relays	4714
6-81-1061	4	ITP for hazardous area lighting fixture & junction boxes	4720
6-81-1076	4	ITP for fire detection & alarm system	4725

[Click on the Document Title to go to that section of the document](#)

Table of Contents			
Document Number	Rev.	Document Title	Page Number
6-81-1091	3	ITP for electrical motor operated valve actuators	4731
B436-000-16-50-LL-9510	B	LIST OF ATTACHMENTS	4737
B436-000-16-50-VR-9510	A	VENDOR DATA REQUIREMENTS	4746
B436-000-16-50-OD-9510	A	VENDOR LIST	4763
B436-000-16-50-DB-1001	0	ELECTRICAL DESIGN BASIS	4815
B436-000-80-42-SOW-9510	B	SCOPE OF WORK FOR COMPOSITE WORKS TENDER (SMED)	4875
B436-000-80-42-SP-9510	B	JOB SPECIFICATION FOR COMPOSITE WORKS TENDER (SMED)	4911
B436-000-80-42-DS-9510	A	DATASHEET FOR CENTRIFUGAL VERTICAL PUMP (VS1/VS-4)	4957
B436-000-80-42-DS-9511	A	DATASHEET FOR CENTRIFUGAL PUMP HORIZONTAL (MULTI-STAGE)	4961
B436-000-80-42-DS-9512	A	DATASHEET FOR DIESEL ENGINE	4965
B436-000-80-42-DS-9513	A	DATASHEET FOR CONTROLLED VOLUME PUMP	4971
B436-000-80-42-ER-9510	A	EXPERIENCE RECORD PROFORMA CENTRIFUGAL PUMP (VERTICAL)	4973
B436-000-80-42-ER-9511	A	EXPERIENCE RECORD PROFORMA CENTRIFUGAL PUMP	4976
B436-000-80-42-ER-9512	A	EXPERIENCE RECORD PROFORMA CONTROLLED VOLUME PUMP	4978
B436-000-80-42-ER-9513	A	EXPERIENCE RECORD PROFORMA DIESEL ENGINE	4980
B436-000-80-42-ER-9514	A	EXPERIENCE RECORD PROFORMA DG SET UNITIZATION	4983
B436-000-80-42-DS-9514	B	DATASHEET FOR PACKAGES	4985
6-41-0007	0	STANDARD SPECIFICATION FOR CENTRIFUGAL PUMPS	5004
6-41-0021	5	Standard specification for positive displacement pumps - controlled volume.	5031
6-43-0040	3	Standard specification for Diesel Engine and DG set	5041
B436-000-80-42-TCL-9510	A	TECHNICAL CONFIRMATION LIST FOR COMPOSITE WORKS TENDER (SMED)	5063
B436-000-80-42-SL-9510	A	MANDATORY SPARES DOCUMENT FOR COMPOSITE WORKS TENDER (SMED)	5072
B436-000-80-42-VL-9510	B	VENDOR LIST FOR COMPOSITE WORKS TENDER (SMED)	5083
B436-000-80-42-SOQ-9510	B	SCHEDULE OF QUANTITIES FOR COMPOSITE WORKS TENDER(SMED)	5106
6-81-0024	4	ITP for pump centrifugal horizontal (special purpose process)	5117
6-81-0047	5	ITP for pump centrifugal multistage (special purpose process)	5125
6-81-0056	4	ITP for diesel engine	5133
6-81-0059	3	ITP for diesel generating set	5139
6-81-0052	4	ITP for pump reciprocating (controlled volume)	5144
6-81-0136	2	ITP for HOT crane	5151
6-12-0002	8	Supplementary specification for carbon steel vessels.	5156
6-12-0006	6	Supplementary specification for austenitic stainless steel vessels.	5163
6-12-0011	9	Standard specification for boiler quality carbon steel plates.	5170

[Click on the Document Title to go to that section of the document](#)

Table of Contents			
Document Number	Rev.	Document Title	Page Number
6-12-0014	6	Standard specification for weldable structural quality steel plates for tanks and vessels	5177
6-12-0020	8	Standard specification for stainless steel plates.	5182
7-12-0001	7	Vessel tolerances	5187
7-12-0002	7	Support for horizontal vessel	5189
7-12-0003	7	Wooden pillows for saddle support	5190
7-12-0004	8	Skirt base details	5191
7-12-0005	7	Skirt opening details	5192
7-12-0006	7	Angle leg support	5194
7-12-0007	7	Pipe leg support	5196
7-12-0009	8	Manhole with hinged cover	5197
7-12-0010	7	Manhole with davit.	5199
7-12-0013	7	Nozzle reinforcement and projection.	5201
7-12-0015	7	Standard bolt hole orientation	5203
7-12-0018	7	Internal flanges	5204
7-12-0023	8	Pipe davit	5205
7-12-0024	9	Lifting lug top head type (for vertical vessels / columns)	5208
7-12-0025	7	Fire proofing & insulation suppor	5209
7-12-0026	7	Earthing lug	5211
7-12-0027	7	Name plate	5212
7-12-0028	7	Manufacturer name plate	5213
7-12-0029	7	Bracket for name plate	5214
7-12-0032	6	Supports for internal feed pipe	5215
7-12-0038	1	Allowable nozzle loads	5217
B436-100-80-42-DS-3101	0	100-TT-00-101	5221
B436-100-80-42-DS-3101S2	0	DATA SHEET	5222
B436-100-80-42-DS-3102	1	100-TT-00-102	5223
B436-100-80-42-DS-3102S2	1	DATA SHEET	5224
B436-100-80-42-DS-3102S3	1	DATA SHEET	5225
B436-200-80-42-DS-3101	0	200-TT-00-101	5226
B436-200-80-42-DS-3101S2	0	DATA SHEET	5227
B436-200-80-42-DS-3102	1	200-TT-00-102	5228
B436-200-80-42-DS-3102S2	1	DATA SHEET	5229
B436-200-80-42-DS-3102S3	1	DATA SHEET	5230
B436-300-80-42-DS-3101	1	300-TT-00-101	5231
B436-300-80-42-DS-3101S2	1	DATA SHEET	5232
B436-300-80-42-DS-3101S3	1	DATA SHEET	5233
B436-400-80-42-DS-3101	0	400-TT-00-101	5234

[Click on the Document Title to go to that section of the document](#)

Table of Contents			
Document Number	Rev.	Document Title	Page Number
B436-400-80-42-DS-3101S2	0	DATA SHEET	5235
B436-400-80-42-DS-3102	1	400-TT-00-102	5236
B436-400-80-42-DS-3102S2	1	DATA SHEET	5237
B436-400-80-42-DS-3102S3	1	DATA SHEET	5238
B436-500-80-42-DS-3101	0	500-TT-00-101	5239
B436-500-80-42-DS-3101S2	0	DATA SHEET	5240
B436-500-80-42-DS-3102	1	500-TT-00-102	5241
B436-500-80-42-DS-3102S2	1	DATA SHEET	5242
B436-500-80-42-DS-3102S3	1	DATA SHEET	5243
6-81-0011	4	ITP for pressure vessels / columns carbon steel.	5244
6-81-0014	4	ITP for stainless steel pressure vessels/ columns	5251
6-36-0002	4	Standard specification for ventilation / pressurisation system.	5258
6-41-0003	5	Standard specification for centrifugal pumps (Water service).	5269
6-48-0301	2	Standard MR Specification for EOT Crane(s)	5290
6-48-0003	4	Standard specification for H.O.T. crane.	5310
6-61-0015	5	Standard specification for chain pulley block.	5319
6-61-0017	1	Standard specification for air conditioning system	5325
6-81-0032	5	Inspection and Test Plan for EOT Crane	5359
6-81-0154	1	Inspection & test plan for air conditioning package	5367
7-68-0205	5	Crane rail fixing details.	5379
7-76-0103	2	Instructions to vendor for site performance guarantee requirements for package units	5381
B436-000-06-41-SPC-005	0	CHEMICAL CLEANING MARK-UP	5388
B436-000-06-41-CCS-005	0	JOB SPECIFICATION FOR CHEMICAL CLEANING	5395
B436-000-2-42-PID-1101	1	PIPING & INSTRUMENTATION DIAGRAMS (P&IDS)	5400
B436-000-2-42-PID-1102	2	PIPING & INSTRUMENTATION DIAGRAMS (P&IDS)	5401
B436-100-2-42-PID-1111	3	PIPING & INSTRUMENTATION DIAGRAMS (P&IDS)	5402
B436-100-2-42-PID-1112	3	PIPING & INSTRUMENTATION DIAGRAMS (P&IDS)	5403
B436-100-2-42-PID-1113	3	PIPING & INSTRUMENTATION DIAGRAMS (P&IDS)	5404
B436-200-2-42-PID-1115A	3	PIPING & INSTRUMENTATION DIAGRAMS (P&IDS)	5405
B436-200-2-42-PID-1115B	3	PIPING & INSTRUMENTATION DIAGRAMS (P&IDS)	5406
B436-300-2-42-PID-1115A	3	PIPING & INSTRUMENTATION DIAGRAMS (P&IDS)	5407
B436-300-2-42-PID-1115B	3	PIPING & INSTRUMENTATION DIAGRAMS (P&IDS)	5408

[Click on the Document Title to go to that section of the document](#)

Table of Contents			
Document Number	Rev.	Document Title	Page Number
B436-400-2-42-PID-1115A	3	PIPING & INSTRUMENTATION DIAGRAMS (P&IDS)	5409
B436-400-2-42-PID-1115B	3	PIPING & INSTRUMENTATION DIAGRAMS (P&IDS)	5410
B436-500-2-42-PID-1115A	3	PIPING & INSTRUMENTATION DIAGRAMS (P&IDS)	5411
B436-500-2-42-PID-1115B	3	PIPING & INSTRUMENTATION DIAGRAMS (P&IDS)	5412
B436-600-2-42-PID-1116	3	PIPING & INSTRUMENTATION DIAGRAMS (P&IDS)	5413
B436-100-2-42-LS-1112	A	LINE SCHEDULE	5414
B436-100-2-42-LS-1113	A	LINE SCHEDULE	5417
B436-100-2-42-LS-1111	A	LINE SCHEDULE	5420
B436-200-2-42-LS-1115	A	LINE SCHEDULE	5423
B436-300-2-42-LS-1115	A	LINE SCHEDULE	5430
B436-400-2-42-LS-1115	A	LINE SCHEDULE	5437
B436-500-2-42-LS-1115	A	LINE SCHEDULE	5444
B436-600-2-42-LS-1116	A	LINE SCHEDULE	5451
B436-400-2-42-DS-2815	0	MOTOR OPERATED VALVE	5453
B436-200-2-42-DS-2815	0	MOTOR OPERATED VALVE	5463
B436-100-2-42-DS-2812	0	MOTOR OPERATED VALVE	5473
B436-100-2-42-DS-2813	0	MOTOR OPERATED VALVE	5477
B436-100-2-42-DS-2811	0	MOTOR OPERATED VALVE	5481
B436-600-2-42-DS-2816	0	MOTOR OPERATED VALVE	5486
B436-600-02-DS-2516B	0	SURGE RELIEF VALVE	5489
B436-500-2-42-DS-2815	0	MOTOR OPERATED VALVE	5490
B436-300-2-42-DS-2815	0	MOTOR OPERATED VALVE	5500
B436-100-2-42-PID-1114A	1	PIPING & INSTRUMENTATION DIAGRAMS (P&IDS)	5510
B436-100-2-42-PID-1114B	1	PIPING & INSTRUMENTATION DIAGRAMS (P&IDS)	5511
B436-500-02-DS-2315	0	FLOW INSTRUMENT	5512
B436-500-02-42-DS-1604	0	CORROSION INHIBITOR DOSING PUMP	5515
B436-400-02-42-DS-1604	0	CORROSION INHIBITOR DOSING PUMP	5517
B436-300-02-42-DS-1604	0	CORROSION INHIBITOR DOSING PUMP	5519

[Click on the Document Title to go to that section of the document](#)

Table of Contents			
Document Number	Rev.	Document Title	Page Number
B436-200-02-42-DS-1604	0	CORROSION INHIBITOR DOSING PUMP	5521
B436-100-02-42-DS-1604	0	CORROSION INHIBITOR DOSING PUMP	5523
B436-500-02-42-DS-1202	1	SUMP TANK (UNDERGROUND) (NOTE-4)	5525
B436-400-02-42-DS-1202	1	SUMP TANK (UNDERGROUND) (NOTE-4)	5527
B436-300-02-42-DS-1201	2	SUMP TANK (UNDERGROUND) (NOTE-4)	5529
B436-200-02-42-DS-1202	2	SUMP TANK (UNDERGROUND) (NOTE-4)	5531
B436-100-02-42-DS-1202	2	SUMP TANK (UNDERGROUND) (NOTE-4)	5533
B436-500-02-42-DS-1201	0	CORROSION INHIBITOR DOSING TANK	5535
B436-400-02-42-DS-1201	0	CORROSION INHIBITOR DOSING TANK	5537
B436-200-02-42-DS-1201	0	CORROSION INHIBITOR DOSING TANK	5539
B436-100-02-42-DS-1201	0	CORROSION INHIBITOR DOSING TANK	5541
B436-300-02-42-DS-1901	1	MS/PCK/HSD/ATF (NOTE-2)	5543
B436-200-02-42-DS-1901	1	MS/PCK/HSD/ATF (NOTE-2)	5544
B436-100-02-42-DS-1901	1	MS/PCK/HSD/ATF (NOTE-2)	5545
B436-300-02-42-DS-1603	1	SLOP TRANSFER PUMPS	5546
B436-300-02-42-DS-1602	1	SUMP PUMPS AT NOONMATI IPS	5548
B436-200-02-42-DS-1603	1	SLOP TRANSFER PUMPS	5550
B436-200-02-42-DS-1602	1	SUMP PUMPS AT SEKONI IPS	5552
B436-100-02-42-DS-1603	1	SUMP PUMPS AT NUMALIGARH DISPATCH STATION	5554
B436-500-02-42-DS-1601	2	MAINLINE PUMPS	5556
B436-400-02-42-DS-1601	2	MAINLINE PUMPS	5561
B436-300-02-42-DS-1601	2	MAINLINE PUMPS	5566
B436-200-02-42-DS-1601	2	MAINLINE PUMPS	5571
B436-100-02-42-DS-1602	2	MAINLINE PUMPS	5576
B436-100-02-42-DS-1601	1	BOOSTER PUMPS	5581
B436-600-02-DS-2416	1	CONTROL VALVE	5584
B436-500-02-DS-2415	1	CONTROL VALVE	5585
B436-400-02-DS-2415	1	CONTROL VALVE	5586

[Click on the Document Title to go to that section of the document](#)

Table of Contents			
Document Number	Rev.	Document Title	Page Number
B436-300-02-DS-2415	1	CONTROL VALVE	5587
B436-200-02-DS-2415	1	CONTROL VALVE	5588
B436-100-02-DS-2413	1	CONTROL VALVE	5589
B436-100-02-DS-2411	1	CONTROL VALVE	5590
B436-600-02-DS-2316	0	FLOW INSTRUMENT	5591
B436-600-02-DS-2716	0	GAS DETECTOR	5592
B436-500-02-DS-2715	0	GAS DETECTOR	5597
B436-300-02-DS-2715	0	GAS DETECTOR	5611
B436-200-02-DS-2315	0	FLOW INSTRUMENT	5625
B436-200-02-DS-2715	0	GAS DETECTOR	5628
B436-100-02-DS-2313	0	FLOW INSTRUMENT	5642
B436-100-02-DS-2312	0	FLOW INSTRUMENT	5643
B436-100-02-DS-2311	0	FLOW INSTRUMENT	5645
B436-100-02-DS-2713	0	GAS DETECTOR	5646
B436-100-02-DS-2712	0	GAS DETECTOR	5651
B436-100-02-DS-2711	0	GAS DETECTOR	5656
B436-100-02-DS-2511	1	SAFETY VALVE	5662
B436-100-02-DS-2013	0	PRESSURE INSTRUMENT	5664
B436-100-02-DS-2012	0	PRESSURE INSTRUMENT	5669
B436-100-02-DS-2011	0	PRESSURE INSTRUMENT	5671
B436-200-02-DS-2015	0	PRESSURE INSTRUMENT	5676
B436-200-02-DS-2615	1	FLAME ARRESTOR	5684
B436-300-02-DS-2015	0	PRESSURE INSTRUMENT	5685
B436-300-02-DS-2615	1	FLAME ARRESTOR	5693
B436-400-02-DS-2015	0	PRESSURE INSTRUMENT	5694
B436-400-02-DS-2615	1	FLAME ARRESTOR	5702
B436-500-02-DS-2015	0	PRESSURE INSTRUMENT	5703
B436-500-02-DS-2615	1	FLAME ARRESTOR	5711

[Click on the Document Title to go to that section of the document](#)

Table of Contents			
Document Number	Rev.	Document Title	Page Number
B436-600-02-DS-2016	0	PRESSURE INSTRUMENT	5712
B436-500-02-DS-2515	0	SAFETY VALVE	5713
B436-500-02-DS-2215	0	LEVEL INSTRUMENT	5719
B436-500-02-DS-2115	0	TEMPERATURE INSTRUMENT	5721
B436-400-02-DS-2515	0	SAFETY VALVE	5722
B436-400-02-DS-2215	0	LEVEL INSTRUMENT	5728
B436-400-02-DS-2115	0	TEMPERATURE INSTRUMENT	5730
B436-600-02-DS-2516	0	SAFETY VALVE	5731
B436-600-02-DS-2116	0	TEMPERATURE INSTRUMENT	5733
B436-300-02-DS-2515	0	SAFETY VALVE	5734
B436-300-02-DS-2215	0	LEVEL INSTRUMENT	5740
B436-300-02-DS-2115	0	TEMPERATURE INSTRUMENT	5742
B436-200-02-DS-2215	0	LEVEL INSTRUMENT	5743
B436-200-02-DS-2515	0	SAFETY VALVE	5745
B436-200-02-DS-2115	0	TEMPERATURE INSTRUMENT	5751
B436-100-02-DS-2611	0	FLAME ARRESTOR	5752
B436-100-02-DS-2212	0	LEVEL INSTRUMENT	5753
B436-100-02-DS-2211	0	LEVEL INSTRUMENT	5754
B436-100-02-DS-2513	0	SAFETY VALVE	5755
B436-100-02-DS-2512	0	SAFETY VALVE	5756
B436-100-02-DS-2112	0	TEMPERATURE INSTRUMENT	5760
B436-100-02-DS-2111	0	TEMPERATURE INSTRUMENT	5761
B436-600-02-42-DS-1901	1	MS/PCK/HSD (NOTE-2)	5762
B436-500-02-42-DS-1901	0	MS/PCK/HSD (NOTE-2)	5763
B436-400-02-42-DS-1901	0	MS/PCK/HSD (NOTE-2)	5764
B436-500-02-42-DS-1603	0	SLOP TRANSFER PUMPS	5765
B436-500-02-42-DS-1602	0	SUMP PUMPS AT MADARIHAT IPS	5767
B436-400-02-42-DS-1603	0	SLOP TRANSFER PUMPS	5769

Click on the Document Title to go to that section of the document

Table of Contents			
Document Number	Rev.	Document Title	Page Number
B436-400-02-42-DS-1602	0	SUMP PUMPS AT BONGAIGAON IPS	5771
B436-400-02-DS-2315	E	FLOW INSTRUMENT	5773
B436-300-02-DS-2315	E	FLOW INSTRUMENT	5776
B436-200-02-42-DS-1801	A	DRAG REDUCING AGENT INJECTION SKID	5779
B436-500-02-42-DS-1801	A	DRAG REDUCING AGENT INJECTION SKID	5781
B436-300-02-42-DS-1801	A	DRAG REDUCING AGENT INJECTION SKID	5783
B436-400-02-42-DS-1801	A	DRAG REDUCING AGENT INJECTION SKID	5785
B436-02-42-EL, 1001	B	EQUIPMENT LIST	5787



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

OIL INDIA LIMITED

NSPL (NUMALIGARH – SILIGURI MULTIPRODUCT PIPELINE) FACILITIES FOR TRANSPORTATION OF ADDITIONAL PRODUCTS PROJECT

**(BIDDING DOCUMENT NO. SM/B436-000-
PK-T-9510/07 FOR COMPOSITE WORKS
(PART-A, B & C)**

Part - I: COMMERCIAL SECTION

Prepared by:

इंजीनियर्स
इंडिया लिमिटेड
(भारत सरकार का उपक्रम)



**ENGINEERS
INDIA LIMITED**
(A Govt. of India Undertaking)

MASTER INDEX

NAME OF WORK : **COMPOSITE WORKS (PART-A, B & C) FOR UPGRADATION PROJECT OF NSPL (NUMALIGARH – SILIGURI MULTIPRODUCT PIPELINE) FACILITIES FOR TRANSPORTATION OF ADDITIONAL PRODUCTS OF M/s OIL**

BIDDING DOCUMENT NO. : **SM/B436-000-PK-T-9510/07**

PART – I: COMMERCIAL SECTION

SL. NO.	DESCRIPTION
1.	COVER PAGE
2.	MASTER INDEX
3.	INVITATION FOR BID (IFB)
4.	ACKNOWLEDGEMENT CUM CONSENT LETTER
5.	PROFORMA OF COVERING LETTER FOR SUBMISSION OF OFFERS
6.	BID DATA SHEET (BDS)
7.	INSTRUCTIONS TO BIDDERS (ITB)
8.	PROPOSAL FORMS
9.	SPECIAL CONDITIONS OF CONTRACT (SCC)
10.	APPENDIX-A TO SCC (TAXES AND DUTIES)
11.	ANNEXURE TO SCC
	i) CONDITIONS FOR ISSUE AND RECONCILIATION OF MATERIALS
	ii) MINIMUM CONSTRUCTION EQUIPMENT
	iii) CALIBRATION REQUIREMENT
	iv) KEY CONSTRUCTION MANPOWER
	v) QUALIFICATION AND EXPERIENCE OF KEY SUPERVISORY PERSONNEL
	vi) MODE OF MEASUREMENT
	vii) TERMS OF PAYMENT
	viii) VARIATION IN PRICES
	ix) QUALITY MANAGEMENT SYSTEM
	x) OISD 192 & 207 AND HEALTH SAFETY AND ENVIRONMENT (HSE) MANAGEMENT
	xi) VENDOR LIST FOR SUPPLY OF STEEL & CEMENT
	xii) FORMAT FOR OBTAINING SUB-CONTRACTOR'S APPROVAL
	xiii) SPECIFICATION FOR DOCUMENTATION REQUIREMENTS FROM CONTRACTORS
	xiv) STEEL POLICY PROVISIONS
	xv) METHODOLOGY FOR IMPLEMENTATION OF POLICY TO PROVIDE PURCHASE PREFERENCE LINKED WITH LOCAL CONTENT (PP-LC)
12.	GENERAL CONDITIONS OF CONTRACT (GCC)

SL. NO.	DESCRIPTION
13.	PRICE PART / SCHEDULE OF RATES
	i) PREAMBLE TO SCHEDULE OF RATES
	ii) SUMMARY OF PRICES (FORM SP-0)
	iii) SHORT DESCRIPTION OF PRE-FILLED SCHEDULE OF RATES (FORM SP-1)
	iv) DETAILED DESCRIPTION OF SCHEDULE OF RATES (FORM SP-2)
	v) FORM SP-3 INDICATING APPLICABLE RATE OF GST IN %.
	vi) FORM SP-4 (BUILT IN CIF COMPONENT INCLUDED IN THE QUOTED ITEM RATES)
---	TECHNICAL SECTION: INDEX OF TECHNICAL PART ATTACHED SEPARATELY WITH TECHNICAL SECTION

INVITATION FOR BIDS (IFB)
FOR
COMPOSITE WORKS (PART-A, B & C) FOR
UPGRADATION PROJECT OF NSPL (NUMALIGARH –
SILIGURI MULTIPRODUCT PIPELINE) FACILITIES FOR
TRANSPORTATION OF ADDITIONAL PRODUCTS
CLIENT/OWNER : M/s OIL INDIA LTD (OIL)
BIDDING DOCUMENT NO.: SM/B436-000-PK-T-9510/07
(DOMESTIC COMPETITIVE BIDDING)
(e-Tendering in OIL's e-Tender Portal)
OIL e-Tender no.: EIL0599P23



1.0 INTRODUCTION:

OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier OIL Company engaged in exploration, production and transportation of Crude Oil, Multi Products & natural gas with its Field Headquarters at Duliajan, Assam.

Oil India Limited (OIL) owns and operates a 16”, 654 km cross country multi-product pipeline from Numaligarh Refinery in Assam to Siliguri receipt station in West Bengal for transporting different products of Numaligarh Refinery namely Motor Spirit (MS), High Speed Diesel (HSD) and Superior Kerosene Oil (SKO). Existing Siliguri Marketing Station (SMT) receives the products (MS, SKO & HSD) from Numaligarh Refinery through above existing multi-product pipeline.

The Numaligarh – Siliguri Multi product Pipeline commonly termed as NSPL, presently has Despatch Station at Numaligarh, Receipt Station at Siliguri, 4 Intermediate Pigging (IP) Stations are located at Sekoni, Noonmati, Bongaigaon and Madarihat and Sectionalizing Valve (SV) Stations spread across two states of Assam and West Bengal. The pipeline was commissioned in 2008.

Under present Job scope, it is proposed to upgrade the existing Stations (DT, RT, IPS) for additional Pumping throughput by adding pumps, filter and meter at Dispatch terminal (DT), Intermediate pigging stations (IPS) and Receipt stations for achieving maximum throughput. For capacity enhancement up-to 5.5 MMTPA, DRA (Drag Reducing Agent) shall be injected at suitable locations along the pipeline route.

- a) Despatch Terminal cum Pump station and associated facilities at Numaligarh DT.
- b) Receiving Terminal and associated facilities at Siliguri RT.
- c) Intermediate Pumping station and associated facilities at Sekoni (IPS-1), Noonmati (IPS-2), Bongaigaon (IPS-3) and Madarihat (IPS-4).

Engineers India Ltd. (EIL), New Delhi has been appointed the Engineering, Procurement, and Construction Management (EPCM) Consultant for this project.

EIL on behalf of OIL, invites e-bids under Single Stage Two Part Bid System, for the subject enquiry from eligible bidders with sound Experience and Financial capabilities meeting the Bidder's Qualification Criteria stated in **Cl. 5.0** below:

2.0 BRIEF SCOPE OF WORK:

The complete work has been divided into three parts (Part-A, B & C) for ease of execution and monitoring under a single contract. Refer schematic drawing no. B436-

000-83-41-30001 & Scope Drawing doc no. B436-000-83-41-30002 provided under Technical part of Bidding document.

Part-A (Assam):

Part-A consists of works at the following pump stations:

- a) Numaligarh Despatch Terminal cum Pumping station (DT)
- b) Pumping Station at Sekoni (IPS-1)

Part-B (Assam):

Part-B consists of works at the following pump stations:

- a) Pumping station at Noonmati (IPS-2)
- b) Pumping station at Bongaigaon (IPS-3)

Part-C (West Bengal):

Part-C consists of works at the following pump stations and terminals:

- a) Pumping station at Madarihat (IPS-4)
- b) Receipt terminal at Siliguri (RT)

For detailed scope of work, refer bidding document.

3.0 TIME SCHEDULE FOR COMPLETION:

The Time Schedule for completion shall be 24 (Twenty four) months to be reckoned from the date of issue of Letter of Acceptance (LOA) / Letter of Intent (LOI) as under:

Mechanical Completion : 22 (Twenty Two) months
Commissioning : 02 (Two) months

4.0 SALIENT DETAILS:

a)	Bidding Document & subsequent Amendment (if any) available on Website for viewing & downloading, and its fee	:	The complete Bidding Document can be viewed and downloaded from OIL's e-tender Portal https://etenders.srm.oilindia.in/irj/portal Tender details are also available in EIL website http://tenders.eil.co.in Cost of Bidding Document: NIL
b)	Bidding Document available on Website	:	From 17.06.2022 to 15.07.2022
c)	Last date of Receipt of Bidder's Queries for Pre-Bid Meeting	:	On 28.06.2022 Bidders to note that Pre-bid queries received after above date shall not be entertained.
d)	Date of Pre Bid Meeting	:	At 14:00 Hrs (IST) on 30.06.2022 & 01.07.2022 (*) [pre bid meeting shall be held for two days] Pre-bid meeting Shall be held at Engineers India Limited, 1 Bhikaji Cama Place, New Delhi-11066 Delhi office. Non-attendance of the pre-bid meeting shall not be a cause of disqualification of the bidder.

e)	Last Date and time of Online submission of Bids (Bid Due Date) and Mode of Bid Submission	:	Up to 1200 Hrs. (IST) on 15.07.2022 Through OIL's e-tender Portal https://etenders.srm.oilindia.in/iri/portal
f)	Online Opening of Techno-commercial Unpriced Bid	:	1400 Hrs. (IST) on 18.07.2022 (*) on OIL's e-tender Portal https://etenders.srm.oilindia.in/iri/portal Bid details can be viewed online on the Tender portal where bids are submitted. Also, the Unpriced Bid Opening can be attended online through Video Conferencing Systems. To witness the opening, a link shall be provided to the Bidders who have submitted their bid.
g)	Earnest Money Deposit (EMD)	:	Bidder shall not be required to submit EMD. However, Bidder is required to submit "Bid Securing Declaration" along with the unpriced bid. Bid Securing Declaration shall be submitted in the Format attached as Appendix-I to IFB . The above Bid Securing Declaration shall be submitted by all Bidders including MSEs.
h)	Date of Opening of Priced Bids	:	Date & time shall be intimated later
i)	Reverse Auction (RA)	:	RA shall not be applicable
j)	Contact details of dealing officer	:	Name : Ms. Sunita Mitra Designation: Sr. GM (SCM) Phone No. & Extn :+91-11-2676 3167 / 3169/ 3504 E-mail : kumar.amit@eil.co.in ; manoj.kumar.pur@eil.co.in ; s.mitra@eil.co.in
k)	Communication address for submission of documents, in hard copy (if applicable)	:	Engineers India Ltd, EI Bhawan, 1, Bhikaji Cama Place, New Delhi – 110066 Ms Sunita Mitra – Sr.GM (SCM) (Job no. B436)

All updates, amendments, Corrigendum including Bid time extension, clarifications etc. (if any) will be uploaded / posted in the OIL's e-tender portal (<https://etenders.srm.oilindia.in/iri/portal>) only. There will not be any publication of the same through newspapers or any other media. Bidders should regularly visit the OIL's e-tender to keep themselves updated.

Bid time extension shall also be published on EIL Tender portal <https://tenders.eil.co.in/newtenders/>

Time and date of opening of Price Bids shall be notified to the qualified and acceptable bidders at a later date.

Request for extension or queries received from any bidder on a date which is less than four days prior to the bid due date may be ignored, since there will not be adequate time for proper communication with Client and other Bidders.

Bidders shall submit the bid directly and in their own names without involving any intermediaries.

5.0 BIDDER QUALIFICATION CRITERIA(BQC):

Bidder shall fulfil the following Bidder's Qualification Criteria in order to qualify for the subject Works/Tender:

5.1 Experience Criteria:

- 5.1.1 The Bidder should have completed at least one contract of "Similar works" of minimum value of **INR 122,64,64,300/- (INDIAN RUPEES ONE HUNDRED TWENTY TWO CRORE SIXTY FOUR LAKH SIXTY FOUR THOUSAND THREE HUNDRED ONLY)** during the last 7 (seven) years, to be reckoned from the Original Bid due date.

Wherein "**Similar Works**" shall mean the following;

Composite Works involving Mechanical and Piping works including erection of equipment, Civil & Structural, Electrical, Instrumentation works in Hydrocarbon Sector (Refineries / Petrochemical / POL Terminal / LNG Terminals/ LPG Terminals / On Shore Gas Processing Plant/ Compressor Stations/ Pumping Stations/ Booster Stations) / Fertilizers.

Notes for Clause 5.1.1:-

- a) In case qualifying work reference submitted by bidder involves supply of materials (other than equipment such as Pumps, Exchangers, Vessels and Compressors), the value of such materials shall be considered for the purpose of qualification.
- b) The works carried out by Bidder for Mounded Bullets, Spheres, Storage Tanks, Cross Country Pipeline Laying Works shall not be considered as relevant experience to meet the experience criteria as stipulated above.

5.2 FINANCIAL QUALIFICATION CRITERIA

5.2.1 Turnover:

The minimum **annual turnover** during any of the preceding 3 Financial years should be **INR 61,32,32,100/- (INDIAN RUPEES SIXTY ONE CRORE THIRTY TWO LAKH THIRTY TWO THOUSAND ONE HUNDRED ONLY)**.

Turnover (for the Financial Statement pertaining to post GST regime): Turnover shall be taken as **Revenue from operation (excluding GST)** as stated in Financial Statement of the Bidder, excluding other Income.

Turnover for the Financial Statement pertaining to pre-GST regime shall be calculated as **Revenue from operation Including Excise Duty** but Excluding Other Income.

5.2.2 Net-worth:

The net worth of the bidder as per the immediate preceding year's Audited Financial Statements should be minimum **INR 18,39,69,600/- (INDIAN RUPEES EIGHTEEN CRORE THIRTY NINE LAKH SIXTY NINE THOUSAND SIX HUNDRED ONLY)**.

Calculation of Net-worth:

Share capital + Reserves created out of profits and securities Premium - account (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.

5.2.3 Working Capital:

Working Capital of the Bidder as per the immediate preceding year's Audited financial statements should be minimum **INR 18,39,69,600/- (INDIAN RUPEES EIGHTEEN CRORE THIRTY NINE LAKH SIXTY NINE THOUSAND SIX HUNDRED ONLY)**.

Working Capital (WC) shall be **Current Assets minus Current Liabilities**

In case the working capital is short, the bidder can supplement the same through line of credit (LOC) from a scheduled commercial bank in India having net worth more than INR 100 Crores.

Example: If the Working Capital required is INR 50 Crore and the Bidder has Working Capital of INR 30 Crore as per the Audited Financial Statement, Bidder needs to submit a LOC for the balance INR 20 Crore.

Further, if the Working Capital required is INR 50 Crore and the Bidder has Working Capital of (-) INR 10 Crore as per the Audited Financial Statement, Bidder needs to submit LOC for INR 60 Crore to meet the BQC requirement.

In such a case, Bidder shall furnish a declaration from the bank for availability of unutilized fund based line of credit for the shortfall in WC below the specified WC value, in the format (enclosed as **Appendix-II to this IFB**). **The letter shall provide the status of Fund based Line of Credit as on any date between the date of Enquiry and final Bid Due Date.**

Notes to working capital:

- a) If the bank letter submitted in the bid is carrying certain shortcomings, then the bidder shall be asked to clarify or make simple corrections in the language of the bank letter only if techno-commercial clarifications on other issues are being sought from the bidders. In case of such clarifications/ corrections, the same shall be submitted as a supplementary letter from the bank.
- b) However, the following changes shall not be allowed in the bank's letter:**
 - **The amounts given in the letter submitted alongwith the bid, shall not be permitted to be altered by any subsequent letter from the same bank or any other bank.**
 - **Replacement of the letter by another letter from the same or different bank.**
- c) In case of non-submission of required letter from bank in the bid, bidder shall not be given another opportunity to submit the letter even if techno-commercial clarifications are being sought from the bidders and this may become a cause of disqualification.**
- d) Declaration letter for the working capital shall be from a single bank only. Letters from multiple banks will not be acceptable. However, banking syndicate will also be allowed wherein a group of banks can jointly underwrite and jointly lend money to the bidder. In case of banking syndicate also, declaration letter for meeting the working capital shall be from a single bank only.
- e) In case a Bidder submits Letters from multiple banks, the highest WC amongst all the Banks shall only be considered for BQC evaluation.
- f) Line of Credit towards Working Capital shall also be submitted in Original besides uploading a copy of the same along with the unpriced bid.**

5.2.4 Financial years/ previous period as above shall be reckoned from the original bid due date of submission of bids.

5.3 GENERAL:

5.3.1 Experience of Bidder as a Sub-Contractor:

5.3.1.1 A job completed by a Bidder as a Sub-Contractor shall be considered for the purpose of meeting the experience criteria of BQC, provided the appointment of Sub-Contractor was authorized and subject to submission of following documents in support of meeting the "Bidder Qualification Criteria":

- a) **Documentary evidence/certificate by the end-user/Owner/PMC**, with regards to approval of Bidder/ engaging Bidder/execution by the Bidder as a Sub-Contractor to the Main Contractor.
 - b) **Work order and completion certificates indicating the value of works and date of completion** issued by Main Contractor (including SOR, wherever required for establishing scope of work).
- 5.3.2 Bidder's past experience as Consortium/JV shall not be considered.
- 5.3.3 **A job executed by a bidder for its own organization / subsidiary shall not be considered as experience for the purpose of meeting BQC.**
- 5.3.4 In case, **two separate Bidders submit reference of same work (wherein one was Main Contractor and the other was Sub-Contractor)** for meeting Bidder Qualification Criteria, both Bidders' experience shall be considered for qualification subject to Bidder's meeting other qualification requirements.
- 5.3.5 In case a Bidder submits PTR having job awarded for multiple Parts in single Work Order having separate completion schedule for each Part, and the Bidder wants to get qualified based on the completion of One or more Parts (irrespective of whether all Parts under the same work order are completed or not), which meets the subject BQC value-wise and with respect to Similar Work (as stipulated in clause 5.1 above), the same may be considered subject to the completion certificate with executed value of that/those Part(s) from the Owner/End User/PMC for that/those Part(s).
- However, where multiple-Parts work is awarded under different Work Order(s) having different Work Order reference number(s) with the same Enquiry Document No., cumulative value of such completed Work Orders meeting definition of Similar Work (as stipulated in clause 5.1 above), as submitted, shall be considered for the purpose of BQC Evaluation.
- 5.3.6 The executed Contract Value as per the Completion Certificate shall be considered for meeting value based Experience Criteria of BQC (as stipulated in clause 5.1 above).
- However, if the completion certificate also indicates details of taxes & duties, then these values of taxes and duties shall be excluded for evaluation.
- 5.3.7 **CURRENCY CONVERSION FOR EVALUATION OF BQC:**
 - 5.3.7.1 In case currency indicated in the BQC related document (work order/completion certificate etc.) submitted by Bidder towards qualification of value based experience criteria is other than in Indian Currency/specified Foreign currency, the value of work shall be derived to Indian Currency/specified Foreign currency considering "**Bill Selling (foreign exchange) Rate of State Bank of India**" as on the **date of award of work**.
 - 5.3.7.2 In case, the SBI Bill Selling rate is not available as on the date of conversion as specified above for respective cases, the currency conversion rate shall be taken from the Internet , such as:
 - <https://www.xe.com/currencyconverter>,
 - <https://www.oanda.com/currency/converter>,
 - <https://economictimes.indiatimes.com/markets/forex/currency-converter>
- 5.4 **DOCUMENTS AND DATA REQUIRED WITH BID**

Bidders are required to submit all such past experience (s) (PTR) meeting the BQC along with relevant supporting documents in the first instance itself, along with the bid to justify that the bidder meets the Qualification criteria as given above.

 - 5.4.1 **Documents towards Experience criteria (Clause 5.1 above):**
 - 5.4.1.1 Bidder shall furnish documentary evidences viz., Copies of Work order (s)/ relevant pages of contract / Schedule of Rates / Certified final bills, Copy(ies) of Completion

certificate (having co-relation with Work Order) from the Owner / Consultant in support of meeting Bidder's Qualification Criteria.

- 5.4.1.2 Any other relevant documents, if required, to substantiate the executed value of similar work and to establish the similar work as defined in IFB (clause 5.1 above), co-relating the work order and/or Completion certificate, including but not limited to the certificate from Owner/End User/PMC, certified copy of invoice/ final Bill, SOR, Payment Terms etc. (as applicable).

5.4.2 Documents towards Financial BQC:

Bidder shall submit Complete audited standalone annual financial statement along with auditor's reports, audited balance sheets and profit & loss accounts statement and all schedules of the preceding 3 (Three) financial years to be reckoned from original Bid due date.

Notes:

- i. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/ accounting year will be considered. In such cases, the Net Worth of the previous financial/accounting year excluding the preceding financial/ accounting year will be considered. However, the bidder has to submit an affidavit/undertaking from CEO/CFO/Company secretary certifying that the balance sheet/Financial Statements for the financial year (as the case may be) have not been audited so far.
 - ii. For meeting the Financial Criteria, bidders shall be required to submit the Audited Annual Reports / Financial Statements of the Company as per the provision mentioned above, duly audited and issued till the final bid due date. Bidder shall be evaluated based on the Financial Statements of the Company submitted in the bid.
- 5.4.3 Failure to meet the above Qualification Criteria will render the Bid to be summarily rejected. Therefore, the bidder shall in his own interest furnish complete documentary evidence in the first instance itself along with their bids, in support of their fulfilling the Qualification Criteria as given above.
- 5.4.4 **Bidders are required to submit all such past experience (s) (PTR) meeting the BQC along with relevant supporting documents in the first instance itself, along with the bid. Accordingly, only such past experience (s) shall be considered for qualification, details of which are provided in the bid by the bidder and subsequently no additional past experience (PTR) shall be sought from the Bidder. Bidder to submit the details of past experience in the format attached with bidding document [refer Proposal Form-A].**
- 5.4.5 Bidder shall ensure that any certificate / reports issued / attested by a practicing chartered accountant in India and submitted in the bid shall mandatorily include the UDIN number. Certificate / reports issued / attested without UDIN number of practicing Chartered accountant in India shall not be considered for evaluation.
- 5.4.6 **Authentication and verification of Bidder's BQC documents:**
- a) It is Bidder's prime responsibility to submit genuine and authentic documents. No amount of checking or verification by EIL/OIL shall absolve Bidder from his responsibility.
 - b) 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 of BQC document:
 - i. M/s. RINA India Pvt. Ltd.
 - ii. M/s. Dr. Amin Controller Pvt. Ltd.

- iii. M/s. Germanischer Lloyd Industrial Services GmbH (DNV GL- Oil & Gas)
 - iv. M/s. TÜV SÜD South Asia Pvt. Ltd.
 - v. M/s. IRCLASS Systems and Solutions Private Limited
 - vi. M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.
 - vii. M/s. TÜV India Private Limited
 - viii. M/s. TÜV Rheinland (India) Pvt. Ltd.
 - ix. M/s. Bureau Veritas (India) Private Limited
- c) The Bidders have to get verified and certified the BQC documents (General, Technical and Financial as mentioned below) by anyone of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the unpriced bid. 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/EIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.
- d) Bidder(s) have to submit the verified documents along with the Technical (unpriced) Bid. However, in case a bidder submits his bid along with all relevant supporting documents as per BQC 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**. EIL/OIL has the right to seek clarifications on the submitted BQC documents only from the list/documents already submitted in the original offer (no additional past experience will be sought from bidder). In case, the bidder fails to submit the verified copies/verification certificate by the empanelled agencies within Cut-off date for submission of CQs/TQs, such bids shall be rejected. Further, the documents submitted by Bidder's in response to the TQ/CQ queries (if any) post opening of the bids are also to be verified with the TPI agencies as mentioned above.
- e) The methodology of inspection/ verification of documents followed by the agencies is broadly as under but not limited to:
- i. The prospective bidder will contact any of the above empanelled inspection agencies. When bidders approach any of the above empanelled Inspection Agency, the agency will ask for the tender document and should go through the Tender Document, especially the requirements of BQC and list the documents to be verified. The inspection Agency 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/EIL will reserve the right to ask the inspection agencies to verify the documents with source, if required **at no extra cost to OIL/EIL**. A copy of the Inspection Certificate shall be submitted alongwith the unpriced bid.
 - ii. Verification of documents are normally categorised as under:
 - **General Requirement:**
 - Check Bidder's PAN Card
 - Check Bidder's GST Certificate
 - Check ITR of company –last three years (minimum)
 - Check Bidder's Certificate of Incorporation–Domestic Bidder.

➤ **Technical Criteria**

- Experience Proof –To check Original Work Order as per Technical BQC criteria
- To check Company Name
- To check Similar Work Definition against Work Order, Scope of work
- To check the Execution period (as required as per Technical BQC)
- To Check the Completion Certificates/IRN/any other document (as required as per Technical BQC)
- Reference contact verification and true copy verification
- Match Original Work Order/Contract Copy with Soft Copies or notarized scan copies

➤ **Financial Criteria:**

- Check Audited Balance Sheet – Turnover as per Financial BQC along with the bidder's compliance with respect to the following clause:

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

- Check Net-Worth – as per BQC
- Check Working capital – as per BQC
- Check Notarization validity, if applicable
- Check original audited Balance Sheet with scan copies

5.4.7 Language of Documents:

The Bid prepared by the bidder, all correspondence/drawings and documents relating to the bid exchanged by the bidder with the OIL/EIL shall be in English Language only. If the supporting documents towards BQC are not in English language, then copies of the English translation of the same shall also be furnished duly certified, stamped and signed, as per the convention followed by the concerned authority in the respective country, by any one of the following authorities

- a) Local Chamber of Commerce, or
- b) Indian Embassy in bidder's country, or
- c) Bidder's Embassy in India, or
- d) Any translator in India recognized/ authorized by bidder's Embassy

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

6.0 EVALUATION METHODOLOGY:

- 6.1 The subject Tender has been divided into three parts (Part-A, B & C) for ease of execution and monitoring under a single contract. Bidders shall quote their prices as percentage variation on Total estimated value in the "Summary of Prices" FORM SP-0 provided in the bidding document. This percentage variation as quoted by the bidder will apply uniformly to all items of SOR for all Parts during execution. Evaluation shall be done on overall L1 basis (indivisible Works Contract) i.e., all the three parts shall be ordered to a single bidder. GST shall be loaded for evaluation purpose in line with the provisions of the Bidding Document.
- 6.2 Purchase Preference (linked with local content) (PP-LC) for Class-I Local suppliers (for definition, refer PPLC provisions attached with bidding document) shall be applicable.
- 6.3 Purchase Preference to MSE bidder shall not be applicable.
- 6.4 OIL reserves the right to conduct price negotiation with L1 bidder.

7.0 PRE-BID MEETING

- 7.1 Bidders are requested to attend a pre-bid meeting as per the date and information mentioned in Cl. 4.0 above.
- 7.2 The bidder may send their queries, if any, on Bidding Document by e-mail kumar.amit@eil.co.in/manoj.kumar.pur@eil.co.in / s.mitra@eil.co.in ; to reach EIL by the cut-off date specified in the NIT after which OIL/EIL shall reserve the right not to entertain any queries. The queries received within cut-off date shall be replied during the Pre-bid meeting. The queries raised (without identifying the sources of the query) and the responses given will be transmitted to all who have been provided access to the Bidding Documents.
- 7.3 Bidder to ensure that authorized representatives attending the pre-bid meeting should be competent to discuss and conclude the technical and commercial issues, so that they are able to submit a 'Zero Deviation Bid'.
- 7.4 Bidders are requested to bring their qualification documents for review and get their qualification status evaluated so that on submission of these documents in the bid, faster processing of the tender is facilitated.
- 7.5 Bidder should clearly understand the requirement of submission of documents / data along with the bid during pre-bid meeting itself so that bids received are in compliant with requirement of Bidding Document / RFQ.
- 7.6 It is to be noted that if bidders fail to attend the pre-bid meeting and submit their bid, they shall be considered for evaluation in the same manner if their bid is acceptable and their offer is in line with the bid requirement. Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

8.0 INTEGRITY PACT:

- 8.1 Proforma of Integrity Pact (IP) attached with the bidding document shall be returned by the Bidder along with the bid, duly signed by the same signatory who is authorized to sign the bid. All the pages of the Integrity Pact shall be duly signed.

- 8.2 If the contract/PO has been terminated according to the provisions of the Integrity Pact, or if OIL is entitled to terminate the contract/PO according to the provisions of the Integrity Pact, OIL shall be entitled to demand and recover from Contractor Liquidated Damages amount by forfeiting the Security Deposit/Performance Bank Guarantee as per provisions of the Integrity Pact.
- 8.3 The bidder confirms that all declarations made in this Integrity Pact are true and correct. In case of any declaration turning out to be false, the bidder shall not be allowed to take the defence that the correct declaration is given elsewhere in the offer. For example, any and all cases of transgression as defined in the Integrity Pact must be reflected in the Integrity Pact itself or attached as an appendix to the Integrity Pact with a corresponding reference marked in the transgression provision in the Integrity Pact so that Integrity Pact remains a single and unified document with regard to the objective of Integrity Pact.
In this regards, bidder shall submit an affidavit (on non judicial stamp paper of Rs. 100 in case of Indian bidders) towards transgression in terms of Integrity Pact. Non-submission of same shall lead to rejection of the offer. Format is enclosed in bidding document.
- 8.4 In case of partnership firm, Integrity Pact must be signed by all partners.
- 8.5 In case Bidder engages Sub-contractor (if allowed as per the provisions of bidding document), than Integrity Pact shall also be signed by that Sub-contractor and shall be submitted in the bid. However affidavit for transgression shall be submitted by the Principal Bidder only, including the confirmation of transgression status of sub-contractor as per Format enclosed in Bidding document.

In case bidder engages sub-Contractor(s) after award of work (if allowed as per the provisions of bidding document), then Integrity Pact shall also be signed by the sub - Contractor(s).
- 8.6 Bidders may raise disputes/complaints, if any, with the Independent External Monitor (mentioned in bidding document), as nominated from time to time.
- 9.0 EARNEST MONEY DEPOSIT (EMD):**
Not applicable (refer sl. no. 4 g above).
- 10.0 OTHER POINTS:**
- 10.1 **Zero Deviation Bidding**
This Enquiry has been issued on zero deviation basis. Accordingly, bid to be submitted on zero deviation basis and in strict compliance with the terms & conditions, scope, specifications and other stipulations contained in the enquiry and without any deviations.
- 10.2 **POWER OF ATTORNEY:**
Bidder shall be required to submit the Power of Attorney in the name of authorized signatory signing the bid. However, in case of General Power of Attorney, photocopy duly notarized / signed by CEO/ CFO/ Company Secretary or any member of the Board of Directors shall be submitted.
- 10.3 **Bid should be valid for 04 (Four) months from the final bid due date.**

10.4 Documentation for MSE Bidder (wherever applicable):

MSE bidder shall submit the following:

Bidder claiming to be a Micro or Small Enterprises (MSEs) for the purpose of availing various benefits defined for MSEs in the Bidding Document shall review and ensure their status as Micro or Small Enterprises as per Gazette Notification No. 2119(E) dated 26.06.2020 and confirm specifically that:

“They are Micro or Small Enterprises (as the case may be), as on the bid due date, as per the guidelines for re-classification of micro, small and medium enterprises notified by Ministry of MSME vide Gazette Notification No. 2119(E) dated 26.06.2020.”

Copy of Gazette Notification No. 2119(E) dated 26.06.2020 is enclosed.

Government has started a New Process of MSME Registration in the name of Udyam Registration. On registration, a permanent registration known as Udyam Registration Number will be assigned and an e-certificate will be issued online.

Accordingly, Micro or Small enterprises registered on **Udyam Registration portal** shall also be eligible for various benefits defined in the Bidding Document under the Purchase Preference Policy for MSEs, 2012 and shall submit the e-certificate Udyam Registration Certificate.

Registration of existing enterprises:

- a) All existing enterprises registered under EM-Part-II or UAM were required to register again on the Udyam Registration portal on or **after the 01.07.2020**.
- b) All enterprises registered till 30.06.2020, to be re-classified in accordance with this aforesaid gazette notification.
- c) All existing enterprises registered prior to 30.06.2020 are valid only up to 30.06.2022
- d) An enterprise registered with any other organization under the Ministry of Micro, Small and Medium Enterprises shall register itself under Udyam Registration.

With the confirmation as per above by the Bidder, documents submitted by the Bidder (as were been submitted earlier like NSIC, UAM, EM-Part-II) will be considered acceptable upto 30.06.2022. However, post 30.06.2022, Bidder will be required to submit the Udyam Registration Certificate or any other document permitted by GOI.

11.0 GENERAL

11.1 Unincorporated Joint Venture (JV) / Consortium Bids shall not be accepted.

11.2 Procurement from a Bidder from a Country Sharing Land Border with India

11.2.1 Department of Expenditure (Ministry of Finance) of Government of India through OM no. 6/18/2019-PPD dated 23.07.2020 & 24.07.2020 (Public procurement no. 1, 2 & 3) has issued the guidelines regarding procurement from bidders from a country or countries sharing Border with India. These guidelines are available on the website of DoE (<https://doe.gov.in/>).

11.2.2 Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority specified in Annexure-I of the DoE OM dated 23.07.2020 (Public procurement no. 1).

However, above shall not be applicable to the bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

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

- i) An entity incorporated, established or registered in such a country; or
- ii) A subsidiary of an entity incorporated, established or registered in such a country; or
- iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- iv) An entity whose beneficial owner is situated in such a country; or
- v) An Indian (or other) agent of such an entity; or
- vi) A natural person who is a citizen of such a country; or
- vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

11.2.4 **The beneficial owner** for the purpose of (11.2.3) above will be as under:

- i) 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;
- ii) 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;
- iii) 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;
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) 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.

- 11.2.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 11.2.6 Bidders shall submit a certificate of compliance in the enclosed **Appendix-III to this IFB**.
- This certificate shall be on the company's letter head and shall be duly signed & stamped by the authorized signatory of the bidder.
- In case at any stage, if it is found the above certification given by the bidder is false, their bid shall be rejected and shall be liable for other actions like placement on suspension/ banning or forfeiture of EMD (if applicable). However, if this is found after order placement, this would be a ground for immediate termination and further legal actions in accordance with law/ provision of bidding document including suspension/ banning and encashment of CPBG.
- 11.2.7 In addition to above, such bidders (falling under the clause 11.2.1 to 11.2.5 above) shall also be required to submit evidence of registration with competent authority. In case of non-submission of required evidence of registration or in valid registration, bid shall be rejected.
- 11.2.8 In respect of tenders, registration shall be valid at the time of submission of bids and at the time of acceptance of bids/ order/ LOA placement. 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.
- 11.2.9 Provision for Sub-Contracting in Works Contracts:
- 11.2.10 In works contracts, including turnkey contracts, contractors 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. The definition of "contractor from a country which shares a land border with India" shall be as per clause 11.2.3 above. Bidders shall be required to submit a certificate in the enclosed **Appendix-IV to this IFB**.
- 11.3 EIL/OIL reserves the right to evaluate the Bids using in-house information.
- 11.4 Bidder should not be under NCLT/liquidation, court receivership or similar proceedings. Bidder shall submit an undertaking on Company's letterhead as per the format enclosed in the bidding document [refer Proposal Form-J in this regard]. This is not applicable for Public undertakings.
- 11.5 The bidders who are on holiday/ negative/ suspension/ banning list of OIL or EIL on date of unpriced bid opening/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/Award. If the bidding document were issued inadvertently/downloaded from website, offers submitted by such bidders shall also be not considered for bid opening/evaluation/Award. If a supplier / an agency is placed on holiday/ negative list/suspension/ banning after opening of unpriced bids but before opening of priced bids, further evaluation shall be stopped and the corresponding priced bid will not be opened.
- Similarly, if a bidder is qualified based on engaging a sub-contractor/ sub-vendor who meets stipulated qualification criteria, in case such a sub-contractor is on Holiday/ Negative list/suspension/banning of EIL/OIL on date of unpriced bid opening / during the process of evaluation of the bids, the offer of such a bidder shall not be considered for bid opening/evaluation/Award.

If a supplier/ an agency is placed on holiday/ negative list/suspension/banning list of EIL/OIL after opening of priced bids and such a supplier/ agency happens to be the lowest bidder, the enquiry shall be refloated.

- 11.6 In addition to above, bidders shall submit a declaration in their offer on bidder's letterhead that Bidder is not on Holiday/ Negative/suspension/banning list of or black listed by any other Central Government Department/ Central Public Sector on due date of submission of bid .
- 11.7 OIL / EIL shall not be responsible or liable for cost incurred in preparation, submission & delivery of Bids, site visit, participating in discussions and other expenses incurred during the Bidding process, regardless of the conduct or outcome of the Bidding process.
- 11.8 In case, any Bidder is found to be involved in cartel formation, their Bid shall not be considered for evaluation/placement of order. Such Bidder shall be put on Holiday / blacklisted / debarred from Bidding in future for OIL/EIL.
- 11.9 Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
- 11.10 EIL/OIL reserves the right to reject any/or all the Bids received or annul the Bidding process at any time at their sole discretion without assigning any reason thereof.
- 11.11 Unsolicited clarifications to the offer and/ or change in the prices during the Bid validity period would render the bid liable for rejection.
- 11.12 Policy for providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement (DMI&SP) shall be applicable in line with provisions stipulated in bidding document.
- 11.13 OIL/EIL shall allow Purchase Preference (linked with local content) (PP-LC) as admissible/ applicable under the existing Govt. Policy as per provisions of bidding document.
- 11.14 **Eligibility and Conditions:**
The subject enquiry is issued on domestic basis. Hence, as per methodology for implementation of policy to provide purchase preference linked with local content (PP-LC), only Class-I local supplier and Class-II local supplier (for definition, refer PPLC policy) shall be eligible to bid for this enquiry. However, Purchase preference shall only be applicable for Class I Local supplier.
- 11.15 No BQC relaxation is applicable for Start ups and MSE bidders.
- 11.16 For terms and conditions and other details/Specifications, refer complete Bidding document and subsequent Amendment(s), if any.
- 11.17 Clarification, if any, can be obtained from Mr. Amit Kumar/ Mr. Manoj Kumar /Ms. Sunita Mitra through following number.

Telephone No. +91-11-2676 3167/ 3169/3504 E-mail: kumar.amit@eil.co.in; manoj.kumar.pur@eil.co.in; s.mitra@eil.co.in

This is not an Order.

For & on behalf of OIL
(Authorized Signatory)

Sunita Mitra
Sr. GM (SCM-C&P)

BID SECURING DECLARATION IN LIEU OF EMD

<<<TO BE SUBMITTED ON BIDDER'S LETTER HEAD>>>

To,
OIL INDIA LIMITED/ ENGINEERS INDIA LIMITED (EIL)

BIDDING DOCUMENT NO.: SM/B436-000-PK-T-9510/07
NAME OF WORK: COMPOSITE WORKS (PART-A, B & C)

Whereas (herein after called 'the Bidder') has submitted their Bid No. dated..... against OIL INDIA LIMITED, (hereinafter called the Purchaser)'s tender No..... for **COMPOSITE WORKS (PART-A, B & C)** (hereinafter called 'the Bid') KNOW ALL MEN by these presents that if I/We withdraw or modify our Bid during the period of validity, or if I/We are awarded the contract and I/We fail to sign the contract, or to submit a performance security before the deadline defined in the NIT / Purchase Order, then I/We shall be suspended for the period of two (2) years. This suspension of two years shall be automatic without conducting any enquiry.

Signature & Seal of the Bidder

(To be declared by the Bank on their Letter Head)**DECLARATION FOR AVAILABILITY OF UNUTILIZED LINE OF CREDIT**

Ref: _____

Date: _____

We _____ <Insert Name of Bank>, a Bank, having its registered office at _____ <Insert full address of the Bank with Country Name> and Branch at _____ <Insert full of Branch address with Country Name, in case different from registered office >, hereby confirm that the Company M/s _____ <Insert Company Name in favour of whom Declaration being issued>, having its registered office at _____ <Insert full address of Company with Country Name> and their working Office address at _____ <Insert full working office address with Country Name, in case different from registered office >, is having Bank account with our Bank.

The credit limits of the Company as on _____ <Insert any Date between the date of Enquiry and Bid Due Date> are as follows:

Fund Based Line of Credit (towards Working Capital like CC Limit)	Amount in INR
Sanctioned Line of Credit	
Utilized Line of Credit	
Balance Line of Credit	

The Bank further hereby declare that we are a Scheduled Commercial Bank in India having Net Worth more than **INR 100 Crores** (or equivalent USD) as per our latest audited financial statements.

Yours Faithfully,

Signature

Name:

Designation:

E-mail ID:

Mobile number:

BIDDER'S UNDERTAKING
(On Company's Letter Head)

To,

M/s OIL India Limited (OIL)/ Engineers India Limited (EIL)

BIDDING DOCUMENT NO.: SM/B436-000-PK-T-9510/07

NAME OF WORK: COMPOSITE WORKS (PART-A, B & C)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India enclosed in the subject tender; I hereby certify that this bidder _____ (name of the bidder) is:

- i) Not from such a country and is eligible to be considered. : Yes / No
(*)
- ii) - If from such country, has been registered with the Competent Authority : Yes / No
(*)
- iii) If from such country, valid registration certificate from the competent : Yes / No (*)
authority have been submitted in the bid.

I hereby certify that the bidder fulfills all requirements in this regard and eligible to be considered.

(*) *Tick Yes or No, whichever is applicable*

Place :

Signature (#):

Date :

Name :

Designation :

Seal :

(#) Undertaking shall be signed by the authorized signatory of the bidder.

BIDDER'S UNDERTAKING IN CASE OF WORKS CONTRACT

(On Company's Letter Head)

To,

M/s OIL India Limited (OIL)/ Engineers India Limited (EIL)

BIDDING DOCUMENT NO.: SM/B436-000-PK-T-9510/07

NAME OF WORK: COMPOSITE WORKS (PART-A, B & C)

Dear Sir

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India enclosed in the subject tender and on sub-contracting to contractors from such countries; I hereby certify that this bidder _____
(name of the bidder) is:

- i) Not from such a country : Yes / No
(*)
- ii) - If from such country, has been registered with the Competent Authority : Yes / No
(*)
- If from such country, valid registration certificate from the competent : Yes / No (*)
authority have been submitted in the bid.

I further certify that the bidder will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

I further hereby certify that the bidder fulfills all requirements in this regard and is eligible to be considered.

(*) *Tick Yes or No, whichever is applicable*

Place :

Signature (#):

Date :

Name :

Designation :

Seal :



भारत का राजपत्र The Gazette of India

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असाधारण
EXTRAORDINARY
भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)
प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं. 1875]
No. 1875]

नई दिल्ली, शुक्रवार, जून 26, 2020/आषाढ 5, 1942
NEW DELHI, FRIDAY, JUNE 26, 2020/ASADHA 5, 1942

सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय

अधिसूचना

नई दिल्ली, 26 जून, 2020

का.आ. 2119(अ).—केन्द्रीय सरकार, सूक्ष्म, लघु और मध्यम उद्यम विकास अधिनियम, 2006 (2006 का 27), जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है, की धारा 7 की उप-धारा (9) के साथ पठित उप-धारा (1) और धारा 8 की उप-धारा (3) के साथ पठित उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत के राजपत्र, असाधारण, भाग II, खंड 3, उप-खंड (ii) में प्रकाशित भारत सरकार के सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय की अधिसूचना सं. का.आ.1702(अ), तारीख 1 जून, 2020, का.आ.2052(अ), तारीख 30 जून, 2017, का.आ. 3322(अ), तारीख 1 नवम्बर, 2013 और का.आ. 1722(अ) तारीख 5 अक्टूबर, 2006 को, उन बातों के सिवाय अधिकांश करते हुए जिन्हें ऐसे अधिक्रमण से पहले किया गया है या करने का लोप किया गया है इस निमित्त सलाहकार समिति की सिफारिशों को अभिप्राप्त करने के पश्चात् 1 जुलाई, 2020 से सूक्ष्म, लघु और मध्यम उद्यम के रूप में वर्गीकरण के लिए कतिपय मानदंड अधिसूचित करती है और ज्ञापन (जिसे इस अधिसूचना में इसके पश्चात् “उद्यम रजिस्ट्रीकरण” कहा गया है) फाइल करने की प्ररूप और प्रक्रिया विनिर्दिष्ट करती है, अर्थात्:--

1. उद्यमों का वर्गीकरण.—उद्यम को निम्नलिखित मानदंडों के आधार पर सूक्ष्म, लघु या मध्यम उद्यम में वर्गीकृत किया जाएगा, अर्थात्:--

- (i) ऐसा सूक्ष्म उद्यम, जहां संयंत्र और मशीनरी या उपस्कर में विनिधान एक करोड़ रुपए से अधिक नहीं है और आवर्तन पांच करोड़ रुपए से अधिक नहीं है;

- (ii) ऐसा लघु उद्यम, जहां संयंत्र और मशीनरी या उपस्कर में विनिधान दस करोड़ रुपए से अधिक नहीं है और आवर्तन पचास करोड़ रुपए से अधिक नहीं है; और
- (iii) ऐसा मध्यम उद्यम, जहां संयंत्र और मशीनरी या उपस्कर में विनिधान पचास करोड़ रुपए से अधिक नहीं है और आवर्तन दो सौ पचास करोड़ रुपए से अधिक नहीं है।

2. सूक्ष्म, लघु या मध्यम उद्यम के अंतर्गत शामिल होना:--

- (1) कोई व्यक्ति जो सूक्ष्म, लघु या मध्यम उद्यम स्थापित करने की आशय रखता है, स्व-घोषणा के आधार पर उद्यम रजिस्ट्रीकरण पोर्टल में ऑनलाइन उद्यम रजिस्ट्रीकरण के लिए आवेदन कर सकेगा जिसमें दस्तावेज, कागजात, प्रमाणपत्रों या सबूत को अपलोड करने की कोई आवश्यकता नहीं है।
- (2) रजिस्ट्रीकरण के समय उद्यम (जिसे उद्यम रजिस्ट्रीकरण पोर्टल में “उद्यम” कहा गया है) को “उद्यम रजिस्ट्रीकरण संख्या” के रूप में ज्ञात एक स्थायी पहचान संख्या दी जाएगी।
- (3) रजिस्ट्रीकरण प्रक्रिया पूरी होने पर “उद्यम रजिस्ट्रीकरण प्रमाण पत्र” अर्थात् एक ई-प्रमाणपत्र जारी किया जाएगा।

3. वर्गीकरण के लिए विनिधान और आवर्तन के संबंध में समेकित मापदंड-

- (1) किसी उद्यम को सूक्ष्म, लघु या मध्यम के रूप में वर्गीकरण के लिए विनिधान और आवर्तन का एक समेकित मापदंड लागू होगा।
- (2) यदि कोई उद्यम अपनी वर्तमान श्रेणी के लिए विनिधान या आवर्तन के दोनों मानदंड में से किसी अधिकतम सीमा को पार करता है, तो वह उस श्रेणी में अस्तित्वहीन हो जाएगा तथा उसे अगली उच्चतर श्रेणी में रखा जाएगा किन्तु किसी भी उद्यम को तब तक निम्नतर श्रेणी में नहीं रखा जाएगा जब तक वह विनिधान तथा आवर्तन के दोनों मापदंडों में अपनी वर्तमान श्रेणी के लिए विनिर्दिष्ट अधिकतम सीमा के नीचे नहीं चला जाता हो।
- (3) वस्तु और सेवा कर पहचान संख्या (जीएसटीआईएन) सहित सभी इकाइयां, जिन्हें समान स्थायी खाता संख्या (पैन) के लिए सूचीबद्ध किया गया है, को सामूहिक रूप से एक उद्यम के रूप में माना जाएगा और ऐसी सभी इकाइयों के लिए विनिधान और आवर्तन संबंधी आंकड़ों पर सामूहिक रूप से ध्यान दिया जाएगा तथा सूक्ष्म, लघु या मध्यम के रूप में श्रेणी का विनिश्चय करने के लिए केवल कुल मूल्य पर विचार किया जाएगा।

4. संयंत्र और मशीनरी या उपस्कर में विनिधान की गणना:-

- (1) संयंत्र और मशीनरी या उपस्कर में विनिधान की गणना को आय कर अधिनियम, 1961 के तहत फाइल किए गए पूर्ववर्ती वर्षों के आयकर रिटर्न (आईटीआर) से जोड़ा जाएगा।
- (2) नए उद्यम की दशा में, जहां कोई पूर्व आईटीआर उपलब्ध नहीं है, वहां उद्यम के संप्रवर्तक के स्व-घोषणा के आधार पर विनिधान किया जाएगा और ऐसी छूट उस वित्त वर्ष में 31 मार्च के पश्चात समाप्त हो जाएगी जिसमें वह उद्यम अपना पहला आईटीआर फाइल करता है।
- (3) उद्यम के “संयंत्र और मशीनरी या उपस्कर” का वही अर्थ होगा जो आयकर अधिनियम, 1961 के अधीन विरचित आयकर नियम, 1962 में संयंत्र और मशीनरी में उसका है और इसमें सभी मूर्त अस्तियाँ (भूमि और भवन, फर्नीचर और फिटिंग से भिन्न) शामिल होंगी।

- (4) यदि उद्यम बिना किसी आईटीआर का नया है, तो संयंत्र और मशीनरी या उपस्कर की खरीद (इन्वॉइस) मूल्य, चाहे पहली बार या दूसरी बार खरीदा गया हो, माल और सेवा कर (जीएसटी) को छोड़कर, स्व-प्रकटीकरण के आधार पर हिसाब में लिया जाएगा।
- (5) अधिनियम की धारा 7 की उप-धारा (1) के स्पष्टीकरण I में निर्दिष्ट कुछ वस्तुओं की लागत को संयंत्र और मशीनरी में विनिधान की राशि की गणना से बाहर रखा जाएगा।

5. आवर्तन की गणना—

- (1) वर्गीकरण के प्रयोजन के लिए कोई उद्यम, चाहे वह सूक्ष्म, लघु या मध्यम हो, के आवर्तन की गणना करते समय माल या सेवाओं या दोनों के निर्यात को बाहर रखा जाएगा।
- (2) उद्यम के लिए आवर्तन और निर्यात आवर्तन के संबंध में जानकारी आयकर अधिनियम या केंद्रीय माल और सेवा अधिनियम (सीजीएसटी अधिनियम) और जीएसटीआईएन से संबद्ध होगी।
- (3) ऐसे उद्यम के आवर्तन संबंधी आंकड़े, जिनके पास पैन नहीं है, को 31 मार्च, 2021 तक की अवधि के लिए स्व-घोषणा के आधार पर माना जाएगा और उसके पश्चात्, पैन और जीएसटीआईएन अनिवार्य होगा।

6. रजिस्ट्रीकरण की प्रक्रिया—

- (1) रजिस्ट्रीकरण के लिए प्ररूप उद्यम रजिस्ट्रीकरण पोर्टल में उपलब्ध कराया जाएगा।
- (2) उद्यम रजिस्ट्रीकरण फाइल करने के लिए कोई फीस नहीं होगा।
- (3) उद्यम रजिस्ट्रीकरण के लिए आधार संख्या अपेक्षित होगी।
- (4) आधार संख्या स्वामित्व फर्म के मामले में स्वत्वधारी की होगी, भागीदारी फर्म के मामले में प्रबंधक भागीदार की और हिंदू अविभक्त कुटुंब (एचयूएफ) के मामले में कर्ता की होगी।
- (5) कंपनी या सीमित देयता भागीदारी या किसी सहकारी समिति या सोसाइटी या ट्रस्ट के मामले में, संगठन या उसके प्राधिकृत हस्ताक्षरकर्ता अपने आधार संख्या सहित अपना जीएसटीआईएन और पैन उपलब्ध करेंगे।
- (6) यदि कोई उद्यम पैन सहित उद्यम के रूप में सम्यकरूप से रजिस्ट्रीकृत है, तो पूर्व वर्षों की किसी भी जानकारी की कमी, जब उसके पास पैन नहीं था, को स्व-घोषणा के आधार पर भरा जाएगा।
- (7) कोई भी उद्यम एक से अधिक उद्यम रजिस्ट्रीकरण फाइल नहीं करेगा:
परन्तु विनिर्माण या सेवा या दोनों प्रकार की गतिविधियों को एक उद्यम रजिस्ट्रीकरण में विनिर्दिष्ट किया या जोड़ा जाए।
- (8) यदि कोई जानबूझकर दुर्व्यपदेशन जानकारी देता है या उद्यम रजिस्ट्रीकरण या उन्नयन प्रक्रिया में दिखाई देने वाले स्व-घोषित तथ्यों और आंकड़ों को छिपाने का प्रयास करता है, तो वह अधिनियम की धारा 27 के अधीन विनिर्दिष्ट दंड का पात्र होगा।

7. विद्यमान उद्यमों का रजिस्ट्रीकरण.—

- (1) ईएम-भाग-II या यूएम के अधीन रजिस्ट्रीकृत सभी विद्यमान उद्यम 1 जुलाई, 2020 को या उसके पश्चात् उद्यम रजिस्ट्रीकरण पोर्टल पर फिर से रजिस्ट्रीकरण करेंगे।
- (2) 30 जून, 2020 तक रजिस्ट्रीकृत सभी उद्यमों को इस अधिसूचना के अनुसार फिर से वर्गीकृत किया जाएगा।
- (3) 30 जून, 2020 से पहले रजिस्ट्रीकृत विद्यमान उद्यम केवल 31 मार्च, 2021 तक की अवधि के लिए विधिमान्य रहेंगे।
- (4) सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय के अधीन किसी अन्य संगठन के साथ रजिस्ट्रीकृत उद्यम, उद्यम रजिस्ट्रीकरण के अधीन स्वयं को रजिस्ट्रीकृत करेंगे।

8. सूचना का अद्यतन और वर्गीकरण में संक्रमण अवधि—

- (1) उद्यम रजिस्ट्रीकरण संख्या वाला कोई उद्यम पूर्ववर्ती वित्तीय वर्ष के लिए आईटीआर और जीएसटी रिटर्न के ब्यौरे सहित उद्यम रजिस्ट्रीकरण पोर्टल में ऑनलाइन अपनी सूचना तथा ऐसी अन्य अतिरिक्त सूचना, जो अपेक्षित हो, स्व-घोषणा के आधार पर अद्यतन करेगा।
- (2) ऑनलाइन उद्यम रजिस्ट्रीकरण पोर्टल में विनिर्दिष्ट अवधि के भीतर सुसंगत जानकारी अद्यतन करने में विफल होने पर उसका स्तर रद्द किए जाने के लिए उद्यम स्वयं जिम्मेदार होगा।
- (3) प्रदान की गई जानकारी या आईटीआर या जीएसटी रिटर्न सहित सरकारी स्रोतों से प्राप्त की गई जानकारी के आधार पर उद्यम के वर्गीकरण को अद्यतन किया जाएगा।
- (4) किसी उद्यम की क्रमिक वृद्धि (निम्नतर से उच्चतर श्रेणी में) अथवा क्रमिक ह्रास (निम्नतर श्रेणी की ओर अग्रसर होना) की स्थिति में उद्यम को उसके स्तर में होने वाले परिवर्तन के बारे में सूचित किया जाएगा।
- (5) संयंत्र और मशीनरी या उपस्कर में विनिधान या आवर्तन अथवा दोनों में उच्चतर परिवर्तन तथा परिणामस्वरूप पुनः वर्गीकरण की स्थिति में उद्यम रजिस्ट्रीकरण के वर्ष के समाप्त होने से लेकर एक वर्ष की समाप्ति तक अपने वर्तमान स्तर को बरकरार रखेगा।
- (6) किसी उद्यम के क्रमिक ह्रास की स्थिति में, चाहे वह पुनः वर्गीकरण के परिणामस्वरूप हुआ हो या संयंत्र और मशीनरी अथवा उपस्कर में विनिधान या आवर्तन में वास्तविक परिवर्तन अथवा दोनों के कारण हुआ हो तथा चाहे उद्यम अधिनियम के अधीन रजिस्ट्रीकृत हो अथवा नहीं, उद्यम वित्तीय वर्ष की समाप्ति तक अपनी वर्तमान श्रेणी में बना रहेगा तथा उसे ऐसे परिवर्तन वाले वर्ष के पश्चात् के वित्तीय वर्ष के 1 अप्रैल से परिवर्तित स्तर का लाभ प्रदान किया जाएगा।

9. उद्यमों की सुविधा और उनकी शिकायतों का निवारण—

- (1) विभिन्न संस्थाओं और विकास संस्थाओं (एमएसएमडीआई) सहित सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय के कार्यालयों में कार्यरत चैंपियन कंट्रोल रूम रजिस्ट्रीकरण की प्रक्रिया को सुविधाजनक बनाने और सूक्ष्म, लघु और मध्यम उद्यमों को आगे सुगमता पूर्वक सभी प्रकार की संभव सहायता उपलब्ध कराने के लिए एकल खिड़की प्रणाली के रूप में कार्य करेंगे।
- (2) जिला उद्योग केंद्र (डीआईसी) भी अपने-अपने जिलों में एकल खिड़की सुविधा प्रणाली के रूप में कार्य करेंगे।
- (3) यदि कोई व्यक्ति किसी कारणवश जिसके अन्तर्गत आधार संख्या का न होना भी है, उद्यम रजिस्ट्रीकरण फाइल नहीं कर पाता है तो वह अपने आधार संख्या नामांकन पहचान पर्ची अथवा आधार नामांकन के अनुरोध की प्रति अथवा बैंक की फोटोयुक्त पासबुक अथवा मतदाता पहचान पत्र अथवा पासपोर्ट अथवा ड्राइविंग लाइसेंस में से किसी भी एक को लेकर उपर्युक्त किसी भी एकल खिड़की प्रणाली से उद्यम रजिस्ट्रीकरण के लिए संपर्क कर सकता है तथा एकल खिड़की प्रणाली, जिसके अंतर्गत प्रक्रिया भी है, उसकी आधार संख्या प्राप्त करने में सहायता करेगी और तत्पश्चात् उद्यम रजिस्ट्रीकरण की आगे की प्रक्रिया में सहायता करेगी।
- (4) किसी भी त्रुटि अथवा शिकायत के मामले में संबंधित जिले के जिला उद्योग केन्द्र का महाप्रबंधक उद्यम द्वारा दिए गए उद्यम रजिस्ट्रीकरण के ब्यौरों के सत्यापन के संबंध में जांच करेगा और तत्पश्चात् अपनी आवश्यक टिप्पणी के साथ मामले को संबंधित राज्य सरकार के निदेशक अथवा आयुक्त अथवा उद्योग सचिव के पास भेजेगा जो उद्यम को नोटिस जारी करने और उसे मामले को प्रस्तुत करने का अवसर प्रदान करेगा तथा जांच के आधार पर ब्यौरों में संशोधन कर सकेगा अथवा सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय से उद्यम रजिस्ट्रीकरण प्रमाण पत्र निरस्त करने की सिफारिश कर सकेगा।

[फा. सं. 21(5)/2019-पीएण्डजी/पालिसी(पार्ट-IV)]

ए. के. शर्मा, सचिव

MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES**NOTIFICATION**

New Delhi, the 26th June, 2020

S.O. 2119(E).—In exercise of the powers conferred by sub-section (1) read with sub-section (9) of section 7 and sub-section (2) read with sub-section (3) of section 8, of the Micro, Small and Medium Enterprises Development Act, 2006, (27 of 2006), hereinafter referred to as the said Act, and in supersession of the notifications of the Government of India in the Ministry of Micro, Small and Medium Enterprises number S.O.1702 (E), dated the 1st June, 2020, S.O. 2052 (E), dated the 30th June, 2017, S.O.3322 (E), dated the 1st November, 2013 and S.O.1722 (E), dated the 5th October, 2006, published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-Section (ii), except as respects things done or omitted to be done before such supersession, the Central Government, after obtaining the recommendations of the Advisory Committee in this behalf, hereby notifies certain criteria for classifying the enterprises as micro, small and medium enterprises and specifies the form and procedure for filing the memorandum (hereafter in this notification to be known as “Udyam Registration”), with effect from the 1st day of July, 2020, namely:--

1. Classification of enterprises.—An enterprise shall be classified as a micro, small or medium enterprise on the basis of the following criteria, namely:--

- (i) a micro enterprise, where the investment in plant and machinery or equipment does not exceed one crore rupees and turnover does not exceed five crore rupees;
- (ii) a small enterprise, where the investment in plant and machinery or equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees; and
- (iii) a medium enterprise, where the investment in plant and machinery or equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees.

2. Becoming a micro, small or medium enterprise.--

- (1) Any person who intends to establish a micro, small or medium enterprise may file Udyam Registration online in the Udyam Registration portal, based on self-declaration with no requirement to upload documents, papers, certificates or proof.
- (2) On registration, an enterprise (referred to as “Udyam” in the Udyam Registration portal) will be assigned a permanent identity number to be known as “Udyam Registration Number”.
- (3) An e-certificate, namely, “Udyam Registration Certificate” shall be issued on completion of the registration process.

3. Composite criteria of investment and turnover for classification.--

- (1) A composite criterion of investment and turnover shall apply for classification of an enterprise as micro, small or medium.
- (2) If an enterprise crosses the ceiling limits specified for its present category in either of the two criteria of investment or turnover, it will cease to exist in that category and be placed in the next higher category but no enterprise shall be placed in the lower category unless it goes below the ceiling limits specified for its present category in both the criteria of investment as well as turnover.
- (3) All units with Goods and Services Tax Identification Number (GSTIN) listed against the same Permanent Account Number (PAN) shall be collectively treated as one enterprise and the turnover and investment figures for all of such entities shall be seen together and only the aggregate values will be considered for deciding the category as micro, small or medium enterprise.

4. Calculation of investment in plant and machinery or equipment.--

- (1) The calculation of investment in plant and machinery or equipment will be linked to the Income Tax Return (ITR) of the previous years filed under the Income Tax Act, 1961.

- (2) In case of a new enterprise, where no prior ITR is available, the investment will be based on self-declaration of the promoter of the enterprise and such relaxation shall end after the 31st March of the financial year in which it files its first ITR.
- (3) The expression “plant and machinery or equipment” of the enterprise, shall have the same meaning as assigned to the plant and machinery in the Income Tax Rules, 1962 framed under the Income Tax Act, 1961 and shall include all tangible assets (other than land and building, furniture and fittings).
- (4) The purchase (invoice) value of a plant and machinery or equipment, whether purchased first hand or second hand, shall be taken into account excluding Goods and Services Tax (GST), on self-disclosure basis, if the enterprise is a new one without any ITR.
- (5) The cost of certain items specified in the *Explanation I* to sub-section (1) of section 7 of the Act shall be excluded from the calculation of the amount of investment in plant and machinery.

5. Calculation of turnover.--

- (1) Exports of goods or services or both, shall be excluded while calculating the turnover of any enterprise whether micro, small or medium, for the purposes of classification.
- (2) Information as regards turnover and exports turnover for an enterprise shall be linked to the Income Tax Act or the Central Goods and Services Act (CGST Act) and the GSTIN.
- (3) The turnover related figures of such enterprise which do not have PAN will be considered on self-declaration basis for a period up to 31st March, 2021 and thereafter, PAN and GSTIN shall be mandatory.

6. Registration process.—

- (1) The form for registration shall be as provided in the Udyam Registration portal.
- (2) There will be no fee for filing Udyam Registration.
- (3) Aadhaar number shall be required for Udyam Registration.
- (4) The Aadhaar number shall be of the proprietor in the case of a proprietorship firm, of the managing partner in the case of a partnership firm and of a karta in the case of a Hindu Undivided Family (HUF).
- (5) In case of a Company or a Limited Liability Partnership or a Cooperative Society or a Society or a Trust, the organisation or its authorised signatory shall provide its GSTIN and PAN along with its Aadhaar number.
- (6) In case an enterprise is duly registered as an Udyam with PAN, any deficiency of information for previous years when it did not have PAN shall be filled up on self-declaration basis.
- (7) No enterprise shall file more than one Udyam Registration:
Provided that any number of activities including manufacturing or service or both may be specified or added in one Udyam Registration.
- (8) Whoever intentionally misrepresents or attempts to suppress the self-declared facts and figures appearing in the Udyam Registration or updation process shall be liable to such penalty as specified under section 27 of the Act.

7. Registration of existing enterprises.---

- (1) All existing enterprises registered under EM–Part-II or UAM shall register again on the Udyam Registration portal on or after the 1st day of July, 2020.
- (2) All enterprises registered till 30th June, 2020, shall be re-classified in accordance with this notification.
- (3) The existing enterprises registered prior to 30th June, 2020, shall continue to be valid only for a period up to the 31st day of March, 2021.

- (4) An enterprise registered with any other organisation under the Ministry of Micro, Small and Medium Enterprises shall register itself under Udyam Registration.

8. Updation of information and transition period in classification.--

- (1) An enterprise having Udyam Registration Number shall update its information online in the Udyam Registration portal, including the details of the ITR and the GST Return for the previous financial year and such other additional information as may be required, on self-declaration basis.
- (2) Failure to update the relevant information within the period specified in the online Udyam Registration portal will render the enterprise liable for suspension of its status.
- (3) Based on the information furnished or gathered from Government's sources including ITR or GST return, the classification of the enterprise will be updated.
- (4) In case of graduation (from a lower to a higher category) or reverse-graduation (sliding down to lower category) of an enterprise, a communication will be sent to the enterprise about the change in the status.
- (5) In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise will maintain its prevailing status till expiry of one year from the close of the year of registration.
- (6) In case of reverse-graduation of an enterprise, whether as a result of re-classification or due to actual changes in investment in plant and machinery or equipment or turnover or both, and whether the enterprise is registered under the Act or not, the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1st April of the financial year following the year in which such change took place.

9. Facilitation and grievance redressal of enterprises.--

- (1) The Champions Control Rooms functioning in various institutions and offices of the Ministry of Micro, Small and Medium Enterprises including the Development Institutes (MSME-DI) shall act as Single Window Systems for facilitating the registration process and further handholding the micro, small and medium enterprises in all possible manner.
- (2) The District Industries Centres (DICs) will also act as Single Window facilitation Systems in their Districts.
- (3) Any person who is not able to file the Udyam Registration for any reason including for lack of Aadhaar number, may approach any of the above Single Window Systems for Udyam Registration purposes with his Aadhaar enrolment identity slip or copy of Aadhaar enrolment request or bank photo pass book or voter identity card or passport or driving licence and the Single Window Systems will facilitate the process including getting an Aadhaar number and thereafter in the further process of Udyam Registration.
- (4) In case of any discrepancy or complaint, the General Manager of the District Industries Centre of the concerned District shall undertake an enquiry for verification of the details of Udyam Registration submitted by the enterprise and thereafter forward the matter with necessary remarks to the Director or Commissioner or Industry Secretary concerned of the State Government who after issuing a notice to the enterprise and after giving an opportunity to present its case and based on the findings, may amend the details or recommend to the Ministry of Micro, Small or Medium Enterprises, Government of India, for cancellation of the Udyam Registration Certificate.

[F. No. 21(5)/2019-P&G/Policy (Pt-IV)]

A. K. SHARMA, Secy.

No. DPE/7(4)/2017-Fin.(Part-I)
Government of India
Ministry of Heavy Industries & Public Enterprises
Department of Public Enterprises

Public Enterprises Bhawan
Block No.14, CGO Complex
New Delhi – 110003


Date: 30th July, 2020

OFFICE MEMORANDUM

**Subject: Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017-
Dept. of Expenditure OM No.6/18/2019-PPD dated 23rd July, 2020 -
regarding**

The undersigned is directed to enclose Department of Expenditure's (DoE) OMs No. 6/18/2019-PPD dated 23rd July, 2020 & 24th July, 2020 imposing restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017 on the grounds of Defence of India and National Security for information and compliance.

2. All the administrative Ministries/ Departments of CPSEs are requested to ensure compliance of the directions issued by DoE by CPSEs under their administrative control.
3. This issues with the approval of competent authority.

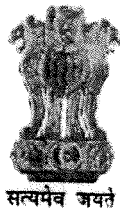

(Kalyani Mishra)
Director
Tel.24362061

Encl.: (DoE's OMs No. 6/18/2019-PPD dated 23rd July, 2020
6/18/2019-PPD dated 23rd July, 2020 &
6/18/2019-PPD dated 24th July, 2020)

- To
- i) All the Secretaries to the Administrative Ministries/Departments of CPSEs
 - ii) Chief Executives of CPSEs

Copy for information to:
Secretary, D/o Expenditure, North Block, New Delhi

डा. टी. वी. सोमनाथन, आई ए एस
सचिव (व्यय)
Dr. T. V. Somanathan, I.A.S.
Secretary (Expenditure)



भारत सरकार
वित्त मंत्रालय
व्यय विभाग
Government of India
Ministry of Finance
Department of Expenditure
नार्थ ब्लॉक, नई दिल्ली-110001
North Block, New Delhi-110001
Tel : 23092929, 23092663
Fax : 23092546
E-mail : secyexp@nic.in
Website : www.finmin.nic.in

D.O.F.No.6/18/2019- PPD

28th July, 2020

Dear Shri Sailesh,

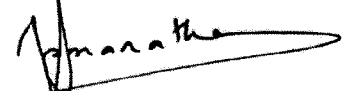
As you are aware the General Financial Rules (GFRs), 2017 have been amended inserting Rule 144 (xi) which empowers Department of Expenditure to impose restrictions, including prior registration or screening on procurement from bidders from a country or countries on grounds of Defence of India and National Security. The amended Rule provides that no public procurement shall be made in violation of such restrictions. Pursuant to the above, Order (Public Procurement No. 1) and Order (Public Procurement No. 2) were issued vide F.No.6/18/2019-PPD dated 23.7.2020. A clarification was issued in Order (Public Procurement No. 3).

2. Though the GFRs ordinarily do not apply to public sector enterprises, in this instance, as they relate to national security, the orders have consciously been made applicable to all Central Public Sector Enterprises as well. It is, therefore, requested that necessary instructions may be issued by your Department reiterating the applicability of orders stated in Paragraph 1 of this letter to all Central Public Sector Enterprises.

3. Copies of the Orders are attached for ease of reference.

With regards,


Yours sincerely,


(T.V. Somanathan)

Encl: As above

Shri Sailesh, IAS
Secretary,
Department of Public Enterprises,
160, Udyog Bhawan,
New Delhi: 110011

Copy to: Cabinet Secretary – for information

We may issue instructions today

29/7

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.

(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India
- (2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

1/1

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed: No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.*
 - b) *If the tendering process has crossed the first exclusionary qualificatory stage: If the qualified bidders include bidders from such countries, the*

3/12

entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
 - a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' 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.
7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

3/12

- 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

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

- (i) 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(s), 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 the 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;

- (ii) 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;

- (iii) 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;

- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

4/12

(v) 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.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors 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. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. 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.

Validity of registration

13. 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.

Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

5/12

Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.

(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

6/12

Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc.** No fresh registration at the State level shall be required.

7/12

- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

8/12

Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India

9/12

Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - 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
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 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;

10/12

- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of 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.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* 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.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

"/s/

Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is 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. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

12/12

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block
New Delhi
23rd July, 2020

Order (Public Procurement No. 2)

Subject: Exclusion from restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 –regarding.

In Order (Public Procurement No. 1) dated 23rd July 2020, orders have been issued requiring registration of bidders from a country sharing a land border with India in order to be eligible to bid in public procurement.

2. Notwithstanding anything contained therein, it is hereby clarified that the said Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

3. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.


(Sanjay Prasad)

Joint Secretary (PPD)

Email ID: js.pfc2.doe@gov.in

Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
24th July, 2020

Order (Public Procurement No. 3)

Subject: Clarification to Order (Public Procurement No.1) dated 23rd July 2020

Attention is invited to paragraph 3(b) of the Order (Public Procurement No.1), under the heading "Transitional provisions" which reads as follows:

- b) If the tendering process has crossed the first exclusionary qualificatory stage: If the qualified bidders include bidders from such countries, the entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.*

It is hereby clarified that for the purpose of paragraph 3 (b), "qualified bidders" means only those bidders who would otherwise have been qualified for award of the tender after considering all factors including price, if Order (Public Procurement No. 1) dated 23rd July 2020 had not been issued.

2. If bidders from such countries would not have qualified for award for reasons unconnected with the said Order (for example, because they do not meet tender criteria or their price bid is higher or because of the provisions of purchase preference under any other order or rule or any other reason) then there is no need to scrap the tender / start the process de novo

3. The following examples are given to assist in implementation of the Order.

Example 1: Four bids are received in a tender. One of them is from a country which shares a land border with India. The bidder from such country is found to be qualified technically by meeting all prescribed criteria and is also the lowest bidder. In this case, the bidder is qualified for award of the tender, except for the provisions of the Order (Public Procurement No. 1) dated 23rd July. In this case, the tender should be scrapped and fresh tender initiated.

Example 2: The facts are as in Example 1, but the bidder from such country, though technically qualified is not the lowest because there are other technically qualified bidders whose price is lower. Hence the bidder from such country would not be

11-

qualified for award of the tender irrespective of the Order (Public Procurement No. 1) dated 23rd July 2020. In such a case, there is no need to scrap the tender.

Example 3: The facts are as in Example 1, but the bidder from a country which shares a land border with India, though technically qualified, is not eligible for award due to the application of price preference as per other orders/ rules. In such a case, there is no need to scrap the tender.

Example 4: Three bids are received in a tender. One of them is a bidder from a country sharing a land border with India. The bidder from such a country does not meet the technical requirements and hence is not qualified. There is no need to scrap the tender.

(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform the clarification to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately circulate this clarification among Public Enterprises.
- (3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

2/2

PROFORMA FOR ACKNOWLEDGEMENT LETTER

E-MAIL # : s.mitra@eil.co.in / kumar.amit@eil.co.in

(PLEASE E-MAIL TO EIL WITHIN THREE DAYS ON RECEIPT OF BIDDING DOCUMENT)

SGM (SCM)

EIB-1st Floor,
Engineers India Limited,
1, Bhikaji Cama Place,
New Delhi - 110066

Kind Attention : **Ms. Sunita Mitra**
Bidding Document No. : **SM/B436-000-PK-T-9510/07**
Name of Work : **COMPOSITE WORKS (PART-A, B & C)**
Due Date : **15.07.2022 upto 1200 Hrs. (IST)**
Project : **UPGRADATION PROJECT OF NSPL (NUMALIGARH –
SILIGURI MULTIPRODUCT PIPELINE) FACILITIES
FOR TRANSPORTATION OF ADDITIONAL PRODUCTS
OF M/s OIL**

Dear Sirs,

We acknowledge with thanks receipt of your above cited Bidding Document alongwith enclosures. We undertake that the contents of the above Bidding Document shall be kept confidential including all the drawings, specifications and documents and the said documents shall be used only for the purpose, for which they are intended.

Further, our response is as under:- (Bidders to put a tick ✓, as applicable).

- | | | |
|----|---|--------------------------|
| 1. | We will submit the bid within due date. | <input type="checkbox"/> |
| 2. | We regret to submit our offer/quote because of the following reasons: | <input type="checkbox"/> |
| a. | _____ | |
| b. | _____ | |

Thanking you,

Very truly yours,

Name of Bidder :
Contact Person :
Contact Person Mobile No :
Bidder's Address :
Bidder's Phone No. :
Bidder's Fax No. :
Bidder's E-mail :

(to be typed on bidder's letter head)
COVERING LETTER FOR SUBMISSION OF OFFERS

From:

Our Ref: ----- dated -----

To
SENIOR GENERAL MANAGER (SCM),
EIB-1st Floor,
Engineers India Limited,
1, Bhikaji Cama Place,
New Delhi - 110066

**SUBJECT : COMPOSITE WORKS (PART-A, B & C) FOR UPGRADATION PROJECT
OF NSPL (NUMALIGARH – SILIGURI MULTIPRODUCT PIPELINE)
FACILITIES FOR TRANSPORTATION OF ADDITIONAL PRODUCTS OF
M/s OIL
BIDDING DOCUMENT NO.: SM/B436-000-PK-T-9510/07**

ATTN: Ms. Sunita Mitra, SGM (SCM)

Dear Madam,

Please find herewith our offer in line with requirement of EIL Bidding Document. We confirm that:

1. We have downloaded the full document from the website.
2. Bid securing declaration in lieu of EMD submitted in the offer.
3. Offer is in complete compliance with technical as well as commercial requirements of bidding document and there is no technical or commercial deviation in the offer.
4. We understand that any technical or commercial deviation in the offer shall render our offer liable for rejection.
5. Our offer shall remain valid for 04 (Four) months from final Bid due date.

We declare that the statement made and the information provided in our offer is true and correct in all respect. In case, it is found that the information/ documents provided by us are incorrect/ false, our application shall be rejected by EIL/OIL without any reference to us.

Thanking you,

Very Truly Yours,

(Signature of Authorised person)
Full Name :
Designation:
Company Seal :

NAME OF WORK : COMPOSITE WORKS (PART-A, B & C) FOR UPGRADATION PROJECT OF NSPL (NUMALIGARH – SILIGURI MULTIPRODUCT PIPELINE) FACILITIES FOR TRANSPORTATION OF ADDITIONAL PRODUCTS OF M/s OIL

BIDDING DOCUMENT NO. : SM/B436-000-PK-T-9510/07

BID DATA SHEET (DOMESTIC NIT)

S.NO.	Content	Applicability
1.	Bid Validity	Refer IFB
2.	Part Order	Not Applicable (indivisible works Contracts)
3.	Customs Duty	Merit Rate
4.	Consortium/ Unincorporated Joint Venture	Not Allowed
5.	Earnest Money Deposit	Not Applicable (Refer IFB)
6.	Net-worth	Refer IFB
7.	Annual Turnover	Refer IFB
8.	Working Capital	Refer IFB
9.	Other Provisions applicable for subject tender	<p>In the event of award, the contractor shall open a project specific account in a nationalized bank located in the vicinity where the project is executed. The contractor shall deposit an amount equal to 15% of the annualized contract value excluding taxes and duties within 30 days from the date of issue of LOA.</p> <p>All payment against the contract shall be remitted to the project specific account. Any withdrawal from this account shall be only after the first payment against the contract is made by OIL.</p> <p>At any point of time the minimum balance after first remittance by OIL against invoice from the contractor shall remain 5% of the annualized contract value.</p> <p>In addition to above the bidder should submit a financial resource/cash flow plan for execution of the contract.</p>
10.	Purchase Preference to MSEs bidders	Not applicable

11.	Integrity Pact	Applicable (Refer IFB)
12.	Power of attorney	Applicable (Refer IFB)
13.	Policy for providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement (DMI&SP)	Applicable (Refer SCC)
14.	Purchase Preference (linked with local content) (PP-LC) to Class-I Local Supplier	Applicable as per IFB and SCC



**UPGRADATION PROJECT OF NSPL
(NUMALIGARH – SILIGURI
MULTIPRODUCT PIPELINE)
FACILITIES FOR TRANSPORTATION
OF ADDITIONAL PRODUCTS OF M/s
OIL INDIA LTD (OIL)

INSTRUCTIONS TO BIDDER (ITB)**

TABLE OF CONTENTS

A	GENERAL	3
1.0	INTRODUCTION	3
2.0	DEFINITIONS	3
3.0	ELIGIBLE BIDDERS:	3
4.0	COST OF BIDDING	4
5.0	ACKNOWLEDGEMENT & CONFIRMATION	4
6.0	SPLIT-UP OF WORK	4
7.0	SITE VISIT	4
B	BIDDING DOCUMENT, CLARIFICATIONS AND AMENDMENT	4
8.0	BIDDING DOCUMENT	4
9.0	CLARIFICATION OF BIDDING DOCUMENT	5
10.0	AMENDMENT OF BIDDING DOCUMENT	5
11.0	CONFIDENTIALITY OF BIDDING DOCUMENT	6
C	PREPARATION OF BID	6
12.0	LANGUAGE OF BID	6
13.0	COMPLIANCE TO BID REQUIREMENT	6
14.0	DOCUMENTS COMPRISING BID	6
15.0	BID PRICES	9
16.0	CURRENCIES OF BID & PAYMENT	10
17.0	BID VALIDITY	10
18.0	BID SECURITY / EARNEST MONEY DEPOSIT	10
19.0	INTEGRITY PACT	10
20.0	FORMAT AND SIGNING OF BID	10
D	BID SUBMISSION	10
21.0	ONE BID PER BIDDER	10
22.0	MARKING AND SUBMISSION OF BIDS	11
23.0	DEADLINE FOR SUBMISSION OF BID	11
24.0	LATE BIDS / UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE	11
25.0	MODIFICATION AND WITHDRAWAL OF BIDS	11
E	BID OPENING AND EVALUATION	11
26.0	BID OPENING	11
27.0	EVALUATION OF TECHNO-COMMERCIAL BIDS	12
28.0	DEVIATIONS, RESERVATIONS, AND OMISSIONS	12
29.0	DETERMINATION OF RESPONSIVENESS	12
30.0	CLARIFICATION OF BIDS	12
31.0	UNSOLICITED POST TENDER MODIFICATIONS	13
32.0	COMPLETE SCOPE OF WORK	13
33.0	OPENING OF PRICE BID	13
34.0	ARITHMETIC CORRECTIONS	13
35.0	EVALUATION OF PRICE BIDS	14
36.0	PRICE INCREASE AFTER PRICED BID OPENING	15
37.0	CONTACTING THE OWNER / EIL	15
38.0	AWARD OF CONTRACT	15
39.0	NOTIFICATION OF AWARD	15
40.0	CONTRACT AGREEMENT	15
41.0	CLARIFICATION REQUESTS FROM BIDDERS	15

A GENERAL

1.0 Introduction

- 1.1 Engineers India Ltd. (EIL), Government of India Public Sector Undertaking, is a premier consultancy organisation in South Asia. The regd. Office is located at 1, Bhikaiji Cama Place, R.K. Puram, New Delhi-110066.
- 1.2 "Owner" means OIL INDIA LTD. EIL has been appointed by OIL as the EPCM Consultant for the subject Project. EIL is the Engineer-in-Charge for the project.

2.0 Definitions

- 2.1 With respect to this document, the following definitions shall apply:
- "Instructions to Bidders" shall mean the documents describing the manner in which Bidder shall prepare and submit his bid.
 - "Letter Inviting Bid" (LIB)/ "Notice for Invitation for Bid" (IFB) shall mean EIL's request to Bidder for a Bid/ Tender, on behalf of Owner, together with the Bidding Document.
 - "Tender" or "Bid" shall mean Bidder's offer to perform the Work, in accordance with Bidding Document.
 - "Tender Document" or "Bidding Document" shall mean the documents issued to the bidder including any subsequent addenda to enable bidder submit his Bid.
 - "Bidder" or "Tenderer" shall mean the person or company who receives the Tender Document or Bidding Document and submits Tender or Bid to EIL.
 - "Bid Due Date" shall mean final Bid Due Date including its extension, if any.
 - "day" means calendar day.
- 2.2 It shall be bidder's responsibility to have thorough understanding of the reference documents, site conditions and specifications included in the Bidding Document.

3.0 ELIGIBLE BIDDERS:

- 3.1 Bidder shall, as part of their bid, submit a written Power of Attorney authorizing the signatory of the Bid to commit the bidder.
- 3.2 The invitation of bid is open to any bidder meeting the Bidder's Qualification Criteria (BQC), wherever specified.
- 3.3 Bidder should not be under NCLT/liquidation, court receivership or similar proceedings. Bidder shall submit an undertaking on Company's letterhead as per the format enclosed in the bidding document [refer **Proposal Forms** in this regard]. This is not applicable for Public undertakings.
- 3.4 The bidders who are on holiday/ negative/ suspension/ banning list of OIL or EIL on date of unpriced bid opening/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/Award. If the bidding document were issued inadvertently/downloaded from website, offers submitted by such bidders shall also be not considered for bid opening/evaluation/Award. If a supplier / an agency is placed on holiday/ negative list/suspension/ banning after opening of unpriced bids but before opening of priced bids, further evaluation shall be stopped and the corresponding priced bid will not be opened.

Similarly, if a bidder is qualified based on engaging a sub-contractor/ sub-vendor who meets stipulated qualification criteria, in case such a sub-contractor is on Holiday/ Negative list/suspension/banning of EIL/OIL on date of unpriced bid opening / during the process of evaluation of the bids, the offer of such a bidder shall not be considered for bid opening/evaluation/Award.

If a supplier/ an agency is placed on holiday/ negative list/suspension/banning list of EIL/OIL after opening of priced bids and such a supplier/ agency happens to be the lowest bidder, the enquiry shall be refloated for the items/ parts for which the bidder is lowest.

- 3.5 In addition to above, bidders shall submit a declaration in their offer on bidder's letterhead that Bidder is not on Holiday/ Negative/suspension/banning list of or black listed by any other Central Government Department/ Central Public Sector on due date of submission of bid.

4.0 COST OF BIDDING

- 4.1 The Bidder shall bear all costs associated with the preparation and delivery of its bid, including costs and expenses related to visits to the site and the Owner / EIL will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.

5.0 ACKNOWLEDGEMENT & CONFIRMATION

- 5.1 After downloading of Bidding Document, Bidder shall immediately acknowledge and confirm his intention to bid for the tendered work online on EIL Tender portal <http://tenders.eil.co.in>. Bidder also must intimate their intention of not quoting if they are not submitting the Bid.

6.0 SPLIT-UP OF WORK

- 6.1 No Split up of work is envisaged. Total work (Part wise, wherever specified) shall be awarded to one Bidder only.

7.0 SITE VISIT

- 7.1 Location of site - The site(s) are located in the state of Assam and West Bengal
- 7.2 Bidder is advised to visit and examine the site, its surroundings and familiarise himself with the existing facilities and environment, and collect all other information which he may require for preparing and submitting the bid and entering into the Contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the Bid and during implementation.
- 7.3 Any loss to the property / life of the visitor due to visitor's negligence shall be the visitor's responsibility. Visitor shall keep Owner / EIL indemnified from any legal consequences arising there from.
- 7.4 Bidder may contact the following person for site visit purpose :

General Manager (Pipeline Projects)
PHQ-Guwahati, Oil India Limited, Narangi,
PO-Udayan Vihar, 781171, Assam, India
Email: plproject@oilindia.in / sandip_sarma@oilindia.in
Phone: 9854069608/ +91-361-2595720/21/22/23/24/25

B BIDDING DOCUMENT, CLARIFICATIONS AND AMENDMENT

8.0 BIDDING DOCUMENT

- 8.1 The **Details of the Tender can be viewed / downloaded from the following websites:**

- **E-Tendering platform/Portal:** OIL's e-tender portal
<https://etenders.srm.oilindia.in/irj/portal>
- Bidders are required to upload the techno-commercial offer along with BQC related documents (for Open enquiries) and EMD/Bid security (if applicable) at the OIL's e-tender portal. **NO PHYSICAL BIDS / OFFERS SHALL BE PERMITTED.**

- All updates, amendments, Corrigendum including Bid time extension, clarifications etc. (if any) will be uploaded / posted in the OIL's e-tender portal only. There will not be any publication of the same through newspapers or any other media. Bidders should regularly visit the OIL's e-tender to keep themselves updated.
- The link to download Bidding Document and BDD time extension shall also be hosted on website <http://tenders.eil.co.in/newtenders/>

- 8.2 The Bidder is expected to examine Bidding Documents, Bidding guidelines as available on OIL's e-tender, all instructions, formats, terms, specifications and drawings etc., enclosed in the Bidding Documents. The invitation for Bid together with all its attachment thereto, shall be considered to be read, understood and accepted by the Bidder. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding documents in every respect will be at Bidder's risk and may result in the rejection of the Bid.

9.0 CLARIFICATION OF BIDDING DOCUMENT

- 9.1 Although the details presented in this Bidding document consisting of General Conditions of Contract, Special Conditions of Contract, Scope of Work, Technical Specifications and Drawings have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood and it includes all documents as per the Index.
- 9.2 Bidders in their own interest are advised to take part in the Pre-bid Meeting. Bidder's authorized representative(s), shall attend the pre bid meeting on the prescribed day at the given venue. Based on pre bid discussion and clarifications thereof, bidder shall endeavor to submit techno-commercially compliant bid. Hence, bidders shall treat the pre bid meeting as utmost important and depute competent & senior person capable of taking on the spot decision to sort out all the technical and commercial issues.
- 9.3 However, in case any bidder does not attend the pre bid meeting, it shall be understood that bidder has a clear understanding of the scope & terms & conditions of the bidding document and does not have any comments / deviations to the requirements of the bidding document.
- 9.4 In order to ensure fruitful discussions during pre-bid meeting, the bidder is requested to submit any queries / clarification / information pertaining to Bidding Document in writing, delivered by e-mail, as per format enclosed in the Bidding Document **[Proposal Form-E]** so as to reach two days prior to Pre-bid meeting. The editable soft copies of the queries shall also be e-mailed to enable EIL to prepare replies to the queries against each query in the same format expeditiously.
- 9.5 Conclusion agreed in this meeting shall be uploaded as "Record Notes of Pre-bid Meeting / Reply to Pre-bid Queries, containing clarifications to the queries" on Tender portal. Any modification/ amendment to the commercial or technical part of the bidding document shall not be issued as a clarification but shall be issued only through an amendment / addendum. This addendum / amendment shall be considered a part of the bidding document. However, Record Notes of Pre-bid Meeting/Reply to Pre-bid Queries containing clarification shall not be considered a part of bidding document.
- 9.6 After pre-bid meeting, no further queries may be entertained from the bidders.

10.0 AMENDMENT OF BIDDING DOCUMENT

- 10.1 Owner / EIL may, for any reason whether at his own initiative or in response to the clarification requested by the prospective bidder(s), issue amendment in the form of Addendum during the bidding period or subsequent to receiving the bids. Any Addendum thus issued shall become part of Bidding Document and Bidder shall upload a copy of the Addendum duly signed in token of his acceptance. Addendum shall be issued only on

- OIL's e-tender portal <https://etender.srm.oilindia.in/irj/portal>. Bidders shall keep themselves updated by regular visiting the tender portal.
- 10.2 In case Addendum is issued during the bidding period, Bidder shall consider its impact in his bid. In case Addendum is issued subsequent to receipt of bids, Bidder shall follow the instructions issued along with Addendum with regard to submission of impact on quoted price / revised price, if any.
- 10.3 Owner/EIL shall not be responsible, if bidder has missed out the amendment(s), issued on tender portal.

11.0 CONFIDENTIALITY OF BIDDING DOCUMENT

- 11.1 The Bidding Document is and shall remain the exclusive property of the Owner / EIL without any right to Bidder to use them for any purpose except for the purpose of Bidding.
- 11.2 On no account will any agency to whom Bidding Documents is issued, part with possession thereof or copy or take copies or tracings of any drawing, plan etc. It should be understood that the information therein is confidential, and that the Bidding Documents are therefore being issued to bidders in the strictest confidence.

C PREPARATION OF BID

12.0 LANGUAGE OF BID

- 12.1 The Bid prepared by the bidder, all correspondence/drawings and documents relating to the bid exchanged by the bidder with the OIL/EIL shall be in English Language only. If the supporting documents towards BQC are not in English language, then copies of the English translation of the same shall also be furnished duly certified, stamped and signed, as per the convention followed by the concerned authority in the respective country, by any one of the following authorities
- a) Local Chamber of Commerce, or
 - b) Indian Embassy in bidder's country, or
 - c) Bidder's Embassy in India, or
 - d) Any translator in India recognized/ authorized by bidder's Embassy
- 12.2 In case any printed literature furnished by bidder in another language and is accompanied by an English translation, in which case, for the purpose of interpretation of the bid, the English translation shall govern.

13.0 COMPLIANCE TO BID REQUIREMENT

- 13.1 Bidder to note that bid evaluation may be carried out without any post-bid correspondence. In view of the same, Bidder in his own interest is advised not to submit any deviation. Owner reserves right to carry out bid evaluation with available information in the bid without any post-bid correspondence.
- 13.2 Accordingly, Bidder must upload format for "Compliance to Bid requirement" duly filled in along with Unpriced part of Bid.
- 13.3 In case Bidder stipulate deviations, Owner / EIL have the right to reject such bid at its absolute discretion without giving any opportunity for such Bidder to make good such deficiency.

14.0 DOCUMENTS COMPRISING BID

- 14.1 Bidders should submit their bid through OIL's e-tender portal <https://etender.srm.oilindia.in/irj/portal> only. Bidder shall follow the guidelines as given in **Annexure-I to ITB** of the Bidding Document for submission of their bid in OIL's portal.
- 14.2 The bid and all attached documents should be digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000 before bid is uploaded. 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.

OIL/Consultant reserves the right to verify the authenticity of digital signature through Certifying Authority (CA) after bid opening and in case the digital signature is not authorized the bid will be rejected.

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

- 14.3 The e-Bid should be prepared by the Bidder and shall be uploaded on the aforesaid website in two parts as per the following details:

- PART – I: Earnest Money Deposit / Bid Security (if applicable as per Tender) & Techno-Commercial / Unpriced Bid
- PART - II : Price Bid

14.4 PART- I

- 14.4.1 This Part shall contain scanned copy of Bid Securing declaration in lieu of Earnest Money Deposit / Bid Security.

- 14.4.2 This part shall contain the Integrity Pact (enclosed in the Bidding Document) duly signed by the Bidder's bid signatory alongwith affidavit towards Integrity Pact as per **Proposal Form-K**.

- 14.4.3 Further, this part shall also contain scanned copies of Technical and Unpriced Commercial bid, which shall comprise the following, and shall be serially numbered and arranged in the order :

- Covering letter of Bid on bidder's letter head.
Exact Unpriced copy of Price Bid in price schedule format issued with the enquiry document duly indicating 'Q' in place of "price/percentage increase/decrease".
Prices (percentage increase/decrease indicated) submitted in Priced part (designated priced folder on OILs e-tender portal) shall only be considered for evaluation and if a bidder submits prices in un-priced part of bid, then no cognizance shall be taken of such Prices.
- Master Index and copies of all technical and commercial amendments/addendums issued (if any), duly e-signed as a token of having received and read all parts of the bidding document and having accepted and considered the same in preparing their bid.
- Documentation against Bidder Qualification criteria as per IFB, duly authenticated and verified in line with IFB
- Bidder shall be required to submit the Power of Attorney in the name of authorized signatory signing the bid. However, in case of General Power of Attorney, photocopy duly notarized / signed by CEO/ CFO/ Company Secretary or any member of the Board of Directors shall be submitted.
- Bidders General Information as per **Proposal Form-H**.
- Details of experience meeting the Experience / Technical Criteria of BQC by the Bidder as per **Proposal Form-A** along with copies of all the relevant documents as per IFB towards meeting the Experience / Technical Criteria, wherever applicable.
- Documents against Financial qualification Criteria in line with the requirement of IFB.
- Compliance to Bid requirement as per **Proposal Form-B**.
- Check List of submission of bid as per **Proposal Form-C**.

- Commercial Questionnaire as per **Proposal Form-D.**
- Declaration by Bidder as per **Proposal Form-F.**
- Details of P.F. and ESI Registration as per **Proposal Form-G(1).**
In case Bidders establishment is not registered with PF & ESI Authorities, the Bidder shall furnish an undertaking, as per **Proposal Form-G(2)**, that in the event their establishment falls under the purview of PF & ESI Act during the execution of Contract then the Bidder shall get their establishment registered under PF & ESI and they shall also be solely responsible to fulfil the obligation of PF & ESI at no extra cost to Owner / EIL.
- Bank Account Particulars as per **Proposal Form-I.**
- Organization details
 - In case of a proprietorship firm, the name and address of proprietor and copy of Bank Account Details.
 - In case Bidder is a partnership firm, copy of the partnership deed.
 - In case of company (whether private or public), copy of the 'Certificate of Incorporation' together with certified Memorandum/ Articles of Association
- As a token of confirmation that prices are quoted in the requisite format strictly complying to the requirement, **unpriced copy of Schedule of Rates** [all forms of Schedule of Rates] as uploaded in the price bid, with quoted prices being replaced by word "quoted", shall be uploaded along with the un-priced bid.
- Documents submission against PPLC (self-declaration and declaration from Statutory/Cost auditor as applicable) in line with the provisions of bidding document.
- Provisions for bidders undergoing proceedings under insolvency and bankruptcy code 2016 (NCLT) as per **Proposal Form-J.**
- Undertaking for Non-Engagement of Child Labour as per **Proposal Form-L.**
- Undertaking for steel policy as per **Proposal Form-M**
- Self-certificate certifying that Bidder has not been banned or delisted by any Government or Quasi Government agencies or Public Sector Units.
- Documentary evidence in case bidder is MSE bidder in accordance with bidding document.
- Affidavit for Domestically manufactured Iron & Steel Policy (DMI&SP) in accordance with attached DMI&S Policy (after refer SCC) or declaration in line with the provisions of SCC.
- Declaration regarding Land border share guidelines as per the provisions of IFB/bidding document.
- Any other information required in the Bidding Documents or considered relevant by the bidder.

14.5 PART - II - PRICE BID

This Part shall contain duly filled in Schedule of Rates (SOR) [percentage increase/decrease] at the designated place of the OIL's e-tender portal <https://etender.srm.oilindia.in/irj/portal>.

Bidder to note that the Schedule of Rates file available on website contain the following FORMS. Bidder shall download the Schedule of Rates file from the website, fill all of these FORMS and then shall upload the Schedule of Rates file at the designated place in their Price bid:

➤ **Refer Price part section of Bidding document in which Preamble to SOR including all Forms to SOR are included.**

Deviation to terms and conditions, presumptions etc. shall not be stipulated in Price part of bid. In case of any conditions stipulated in price bids, the bids of such bidders shall be summarily rejected and shall not be considered for further evaluation. Evaluation shall be carried out excluding such bidder(s).

14.6 Other than the provisions for MSE bidder mentioned in IFB, following shall also be noted:

- In order for MSE owned by SC/ST Entrepreneurs, the "Social Category" in Udyam Registration Certificate should state "SC" or "ST".
 - Bidder must include the relevant page of Udyam Registration Certificate/ UAM as applicable as per Ministry Guidelines wherein the social category of the entrepreneur is mentioned.
- Micro & Small Enterprises shall be considered as owned by Women Entrepreneurs as per the below definition:
 - In case of proprietary MSE, proprietor should be Women
 - In case of partnership MSE, the Women partner(s) should be holding at least 51% shares in the unit
 - In case of Limited companies, at least 51% share should be held by Women shareholder(s)
- In order for MSE owned by Women Entrepreneurs, the MSE shall additionally submit notarized copy of the following:
 - In case of a proprietorship firm, the name and address of proprietor, and certified copy of Bank Account Details or Cancelled Cheque
 - In case bidder is a partnership firm, certified copy of the partnership deed
 - In case of company (whether private or public), certified copy of the 'Certificate of Incorporation' together with certified copy of Memorandum/Articles of Association
 - Self-certification by the women owner declaring herself as women owner of the MSE
- The above documents shall not be required when the Udyam registration certificate submitted by the bidder clearly mentions the "Gender" of the MSE and can also be verified online without restriction.

15.0 BID PRICES

- 15.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the total works as described in Bidding Document, based on the Schedule of Rates submitted by the Bidder and accepted by the Owner / EIL.
- 15.2 Rates/Amounts or percentage increase / decrease as applicable must be filled in the 'Schedule of Rates' after downloading the file uploaded in the website. In case separate file is uploaded, and any variation in item description, unit & quantity are noticed; the bid is liable to be rejected. In any case, Bidder shall be presumed to have quoted against the tendered description of work as per the Schedule of Rates (detailed description) and the same shall be binding on the Bidder.
- 15.3 Bidder shall quote a single consolidated percentage increase / decrease in the estimated price and the same percentage shall be applicable uniformly to all the items of the Schedule of Rates **(Form-SP 1)**.
- 15.4 Prices (arrived after applying percentage increase/ decrease) quoted by the bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account except as otherwise specifically provided in the Contract documents. Statutory variations in taxes & duties shall only be allowed as per the provisions indicated in SCC.

16.0 CURRENCIES OF BID & PAYMENT

The Bidder shall quote in Indian Rupees and shall be paid in Indian Rupees only.

17.0 BID VALIDITY

- 17.1 Bid submitted by Bidder shall remain valid for a minimum period of **04 (Four) months** from Final Bid Due Date. Bidders shall not be entitled during the said period of 04 (Four) months, without the consent in writing of the Owner / EIL, to revoke or cancel their Bid or to vary the Bid given or any term thereof. In case of Bidders revoking or cancelling their Bid or varying any terms in regard thereof without the consent of Owner / EIL in writing, Owner / EIL shall forfeit EMD (if applicable as per tender) paid by them along with their bids. Such Bidder may also be put on Holiday list / Negative list of OWNER / EIL.
- 17.2 Owner / EIL may solicit the bidders consent to an extension of the period of validity of bid. The request and the responses there to shall be made in writing. If the Bidder agrees to the extension request, the validity of Bank Guarantee towards EMD (if applicable as per tender) shall also be suitably extended. However, bidders agreeing to the request for extension of validity of bid will not be permitted to modify the bid. In case a Bidder refuses to extend its Bid Validity, the Bid Security / EMD (if applicable as per Tender) of such bidder shall not be forfeited.

18.0 BID SECURITY / EARNEST MONEY DEPOSIT

- 18.1 Refer IFB/LIB

19.0 INTEGRITY PACT

- 19.1 Refer IFB/LIB

20.0 FORMAT AND SIGNING OF BID

- 20.1 The bidder shall submit e-bid as per the provisions given in this bidding document on OIL's Portal as per the guidelines given in the bid document.
- 20.2 All the Bids must be Digitally Signed using "Class 3" digital certificate (e-commerce application) with organization name as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 20.3 Bidder shall upload POA in favour of the authorized Bid signatory along with their unpriced bid and submit original hard copy of the same. However, in case of General Power of Attorney, photocopy duly notarized / signed by CEO/ CFO/ Company Secretary or any member of the Board of Directors.

D BID SUBMISSION

21.0 ONE BID PER BIDDER

- 21.1 A bidder (i.e., the bidding entity) shall, on no account submit more than one bid either directly (as a single bidder) or indirectly (as a sub-contractor) failing which following actions shall be initiated:
- 21.2 All bids submitted by such bidder (say 'A') as a single bidder or as a consortium, shall stand rejected and BID SECURITY (IF APPLICABLE AS PER TENDER), if any, in case of all such bids submitted by bidder 'A' shall be forfeited.
- 21.3 If another bidder (say 'B') has proposed bidder 'A' as a sub-contractor then bidder 'B's bid shall also be rejected. However, in case the bidder 'B' has also proposed an alternative sub-contractor who is other than the bidder 'A', then bidder 'B's bid shall be evaluated with the proposed alternative sub-contractor only. Hence, every bidder shall ensure in his own interest that his proposed sub-contractor is not submitting alternative/ multiple bids.

Note: However, in case EIL has proposed a list of sub-contractors/ sub-vendors in the enquiry document itself which shall be common for all the bidders, the provision at (b)

above shall not be applicable as long as only the sub-contractors/ sub-vendors are common in case of various bidders.

- 21.4 Alternative priced bids are not acceptable. A bidder who submits alternative bids will cause all alternative bids to be disqualified.

22.0 MARKING AND SUBMISSION OF BIDS

- 22.1 E-Bid shall be submitted in the following manner with file names as per the details given below:

Part-I – Techno-commercial / un-priced bid including Scanned copies of Bid Security (if applicable as per Tender), Power of Attorney and the documents against BQC (including documents against MSE, if any) duly certified in line with IFB.

Part-II - Priced Bid shall be uploaded as per the requirement of OIL Tender portal.

23.0 DEADLINE FOR SUBMISSION OF BID

- 23.1 Bidders are advised to upload their bid as soon as they are permitted to upload the bid. In the event of failure in bidder's connectivity with e-procurement Portal of OIL during the last day/few hours on account of any problem and they are likely to miss the deadline for bid submission in such a case no request for extension in bid due date will not be entertained.
- 23.2 Owner / EIL may, in exceptional circumstances and at its discretion, on giving reasonable notice on OIL portal extend the deadline for the submission of bids in which case all rights and obligations of the Employer / Consultant and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.
- 23.3 Bidders in their own interest are requested to register on e- tendering portal of OIL and upload their bid well in time.
- 23.4 Bidders should avoid the last hour rush to the website for registration of user id & password, enabling of user id and mapping of digital signature serial number etc. since this exercise require activities from EIL/OIL and needs time. In the event of failure in bidder's connectivity during the last few hours, bidder is likely to miss the deadline for bid submission. Due date extension request due to above reason may not be entertained.

24.0 LATE BIDS / UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE

- 24.1 E-system/portal of OIL shall close immediately after the Bid Due Date.
- 24.2 Unsolicited bids or bids being submitted in physical form / to address other than one specifically stipulated in the bid document will not be considered for opening / evaluation / award and will be returned to such bidders.

25.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 25.1 The bidder may modify, re-submit or withdraw its e-bid after the bid submission, but, before the final due date of submission as per provision of e-tendering system of OIL. No bid can be modified after the deadline for submission of bid.
- 25.2 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of its Bid Security (if applicable as per Tender) in line with the provision of the bidding document.

E BID OPENING AND EVALUATION

26.0 BID OPENING

- 26.1 EIL will open the un-priced techno – commercial bids at date & time as stipulated in IFB / LIB at the address given in the bidding document.
- 26.2 Bidder's names, the presence (or absence) and amount of Bid Security (if applicable as

per Tender), and any other such details as EIL may consider appropriate will be announced during unpriced bid opening.

27.0 EVALUATION OF TECHNO-COMMERCIAL BIDS

- 27.1 Prior to detailed evaluation of bids, the Owner / EIL will determine whether each bid (i) is accompanied by required EMD (if applicable as per tender) (ii) totally comply to the requirement of bidding document.
- 27.2 The Owner/EIL will examine the bids to determine whether they are complete and whether the bids are generally in order. Prior to detailed Bid evaluation, the OWNER/EIL will determine the qualification of bidder with respect to the qualification criteria as stated in IFB/LIB.

28.0 DEVIATIONS, RESERVATIONS, AND OMISSIONS

During the evaluation of bids, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

29.0 DETERMINATION OF RESPONSIVENESS

Owner/EIL's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in Clause 14.0 of ITB (Documents Comprising Bid).

A substantially responsive bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would:
 - i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - ii) limit in any substantial way, inconsistent with the Bidding Documents, Owner/EIL's rights or the bidder's obligations under the proposed Contract; or
 - iii) would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in the bid.

30.0 CLARIFICATION OF BIDS

Bidders should ensure that the Bid submitted is substantially responsive Bid in the first instance itself. Evaluation may be completed based on the content of the Bid itself without seeking any subsequent additional information which may result in rejection of Bid. However, Owner/EIL may, at its discretion, may request bidder to submit the necessary information or documentation, within a reasonable period of time, to withdraw material deviation, reservation, or rectify omission in the bid related to documentation requirements. Requesting information or documentation on such account shall not be related to any aspect of the price of the Bid (forming part of price evaluation). Owner /EIL's request for clarification and the response shall be in writing.

No change, including any voluntary increase or decrease, in the prices shall be sought, offered, or permitted. Bidder shall not be allowed to submit any price implication or revised price after submission of Bid unless the same is called for by Owner / EIL in writing.

If a bidder does not provide clarifications of its bid by the date and time set in Owner/EIL's request for clarification, its bid shall be evaluated with available information which may result in rejection of their bid.

All responses from the Bidders shall be in writing, and no change in the price shall be permitted unless specifically sought by Owner/EIL.

Bidders shall however note that no revision in quoted Rates shall be allowed, in case bidder still stipulate the deviations which are not accepted by the Owner and are required to be withdrawn by the bidder in favour of stipulations of the bidding documents.

Owner/EIL reserve the right to assess Bidder's capability and capacity to execute the work using in-house information.

31.0 UNSOLICITED POST TENDER MODIFICATIONS

Bidders are advised to quote strictly as per terms and conditions of the bidding document and not to stipulate any deviations/exceptions. Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical / commercial clarifications sought on any deviations or exceptions mentioned in the bid. Similarly, no revision in quoted price shall be allowed should the deviations stipulated by him are not accepted by Owner / EIL and are required to be withdrawn by him in favour of stipulation of the bidding document.

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

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

32.0 COMPLETE SCOPE OF WORK

The complete scope of work has been defined in the bidding document. Only those bidders who take complete responsibility for the complete scope of work as contained in the bidding document shall be considered as acceptable.

33.0 OPENING OF PRICE BID

- 33.1 Priced commercial part of only those bidders who meets the qualification criteria and whose bids is determined to be technically and commercially acceptable to the Owner / EIL, shall be opened. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorised representative to attend the opening. During price bid opening, only total price/ percentage increase/decrease on pre-filled rates along with GST as quoted by the bidders shall be read out.

34.0 ARITHMETIC CORRECTIONS

- 34.1 During evaluation of price, if some discrepancies are found, the total amount shall be corrected as per the following procedure, which shall be binding upon the Bidder.
- i) In case of any discrepancy in the percentage increase / decrease quoted in figures and in words, the percentage increase / decrease quoted in words shall prevail.
 - ii) In case there is a discrepancy in total amount quoted and the total amount arrived at after calculating the quoted percentage increase/ decrease over EIL estimated amount, then the total amount shall be corrected based on the EIL estimated amount and the quoted percentage.

35.0 EVALUATION OF PRICE BIDS

- 35.1 Based on percentage increase / decrease [quoted in Form SP-0] to the estimated cost as per FORM SP-1, total quoted price will be calculated after considering Arithmetic Corrections, if any, in line with Clause 34.0 of ITB.
- 35.2 If a Bidder does not quote any increase / decrease over the EIL estimated amount, the increase / decrease shall be considered as NIL for the purpose of evaluation. Further, the percentage increase/decrease quoted shall be applicable for all items of the Schedule of Rates (SOR) without exception. The offers of Bidders quoting separate / different rates and / or separate / different percentages for different items, shall be summarily rejected, without reference to/correspondence with the Bidder.
- 35.3 Conditional discount, if offered, shall not be considered for evaluation.
- 35.4 Output GST as quoted by the bidder shall be loaded for price bid evaluation. OIL shall avail Input Tax Credit (ITC), as applicable, at the time of filing the GST Return. However, Input Tax Credit (ITC) shall not be considered for price bid evaluation. The onus of quoting the correct rate of GST as per applicable GST Law, taking into account the correct HSN/SAC Code, lies entirely on the Contractor.
- 35.5 Optional items shall not be considered for the purpose of arriving at the total cost. However, in case the rates quoted by the selected Bidder for optional items are considered high, the same shall be negotiated.
- 35.6 AHR/ALR items shall not be applicable in case of percentage (pre-filled rates) tenders.
- 35.7 Work shall be awarded to the bidder whose total evaluated price is the lowest in line with the provisions of Bidding document.
- 35.8 **TIE AMONG LOWEST EVALUATED PRICES**

In an extreme situation, when there is a 'TIE' based on the evaluated price (after loadings, if any) recourse shall be taken on the basis of bidder's maximum annual turnover during the last 3 years.

For this purpose, annual turnover of the bidders having tie, shall be tabulated for the past 3 years and maximum annual turnover in any of the last 3 years shall be determined for each bidder. The bidder whose maximum turnover is highest shall be the recommended bidder.

In case above situation arise, Last 03 years Audited annual financial statements shall be sought from bidders.

Turnover (for the Financial Statement pertaining to post GST regime): Turnover shall be taken as **Revenue from operation (excluding GST)** as stated in Financial Statement of the Bidder, excluding other Income.

Turnover for the Financial Statement pertaining to pre-GST regime shall be calculated as **Revenue from operation Including Excise Duty** but Excluding Other Income.

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

36.0 PRICE INCREASE AFTER PRICED BID OPENING

- 36.1 In case, price increase is sought by the L1 bidder after priced bid opening and the bidder does not agree to withdraw the price increase, the order shall not be placed with price increase. In such a case bid shall be rejected and the enquiry shall be refloated. Wherever, decision is taken to reject a bid, EMD (if applicable as per tender and submitted by bidder), shall also be forfeited and appropriate penal action shall be initiated, as per company policy.

37.0 CONTACTING THE OWNER / EIL

- 37.1 Bidders are advised not to contact Owner / EIL on any matter relating to its bid from the time of Bid opening to the time Contract is awarded, unless requested to in writing. Any effort by a Bidder to influence Owner / EIL in any of the decision in respect of Bid evaluations or Award of Contract will result in the rejection of Bid.

38.0 AWARD OF CONTRACT

- 38.1 OWNER / EIL'S RIGHT TO ACCEPT OR REJECT ANY BID

The Owner / EIL reserves the right to accept or reject any Bid 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 without any obligation to inform the affected Bidder or Bidders of the grounds or the reasons for the Owner / EIL's action.

39.0 NOTIFICATION OF AWARD

- 39.1 The Owner will notify the successful Bidder in writing by Letter of Acceptance that their bid has been accepted. The Letter of Acceptance will constitute the formation of a Contract until the Contract Agreement has been signed.

40.0 CONTRACT AGREEMENT

- 40.1 The Contractor shall execute a formal contract with the Owner within specified period from the date of issue of Detailed Letter of Acceptance on a **non-judicial stamp paper, purchased from Assam, of appropriate value (Rs. 200/-)**. The cost of non-judicial stamp paper shall be borne by the Contractor
- 40.2 Contract documents for agreement shall be prepared after the acceptance of bid. Until the final contract documents are prepared and executed this bidding document together with the annexed documents, modifications, deletions agreed upon by the Owner and bidders acceptance thereof shall constitute a binding contract between the successful Bidder and the Owner based on terms contained in the aforesaid documents and the finally submitted and accepted prices.
- 40.3 The Contract document shall consist of the following:
- Detailed letter of Award/Acceptance along with enclosures attached therewith.
 - Letter of Acceptance.
 - Original Bidding Document along with its enclosures issued along with its Amendment/Corrigendum, if any.

41.0 CLARIFICATION REQUESTS FROM BIDDERS

A bidder may seek clarifications regarding the bidding document provisions, bidding process and / or rejection of his bid. Owner / EIL shall respond to such requests within a reasonable time.

ANNEXURE-I TO ITB

**GUIDELINES FOR SUBMISSION
OF BID ON OIL'S E-TENDER
PORTAL**

Guidelines to Bidders for participating in OIL's e-Procurement tenders

OIL INDIA LIMITED (OIL) has upgraded its E-tender Portal. As part of the new system, the intending bidder must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization]. The date for implementation of new system is 12th April 2017 and the requirement of the new DSC will be applicable for the tenders floated from 12th April 2017 onwards. All our current and prospective esteemed bidders are therefore requested to acquire Class III DSC [Organization] along with Encryption Certificate issued by any of the Licensed Certifying Authorities (CA) operating under Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000. Guideline for getting Digital Signature , New procedure for submission of response in system , system setting & other related informations are available on the website www.oil-india.com .

A. In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

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

Bid invitations (Tenders)

1. The details of e-Procurement tenders can be accessed from our **e-Procurement** site <https://etender.srm.oilindia.in/irj/portal>
2. If you do not have a user id, please click on Guest login button to view available open tenders.
3. For obtaining User ID and Password , interested bidders are requested to go for Online Registration. Please do go to the url: <https://etender.srm.oilindia.in/irj/portal> And go to the link Supplier Enlistment for E-Tender .

Pre-requisites to submit tenders on line

1. Bidder should have a valid User Id to access OIL e-Procurement site.

2. Bidder should have a legally valid digital certificate with Organization Name alone with 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 as per Indian IT Act 2000.
3. Bidder should have paid the requisite tender fee, if applicable for the Bid Invitation. If you are exempt from paying tender fee, you should have got an exemption from the Tender Officer.
4. Bidder should fulfil any other pre-requisites mentioned in the tender documents of a specific tender.

Obtaining User Id to access OIL e-Procurement site

1. For obtaining User ID and Password, interested bidders are requested to go for Online Registration. Please do go to the URL: <https://etender.srm.oilindia.in/irj/portal> and go to the link Supplier Enlistment for E-Tender .Other details can be viewed in www.oil-india.com. Bidders are advised to apply for user ID at least 7 days prior to the last date of tender fee payment for their own interests. User ID's shall be processed within 4 days subject to furnish complete information by the bidder. OIL shall not be responsible for any delays in allocation of user ID/password and other tender related formalities.
2. Once the registration is completed initially user id and password will be assigned to the bidder.

Instructions for obtaining Digital Signature & Encryption Certificate (DSC)

1. In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

Digital Signature Certificate comes in a pair of Signing/verification and encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

The cost of obtaining the digital certificate shall be borne by the vendor.

2. Steps for obtaining Digital Certificate & Encryption Certificate

Visit the site of the licensed CA* using internet browser (<http://www.cca.gov.in/>)

Apply online for Digital Certificate Class III [Organization] along with Encryption Certificate for the designated individual with organization name. Ensure the Digital Certificate is legally valid in India.

For making payment and submission of documents required for issue of the Digital Certificate & Encryption, follow the instructions on the CA's website.

Use the class III Digital Certificate [Organization] & Encryption Certificate thus obtained for online bidding on OIL e-Procurement site.

***Links to some licensed CA's are provided below**

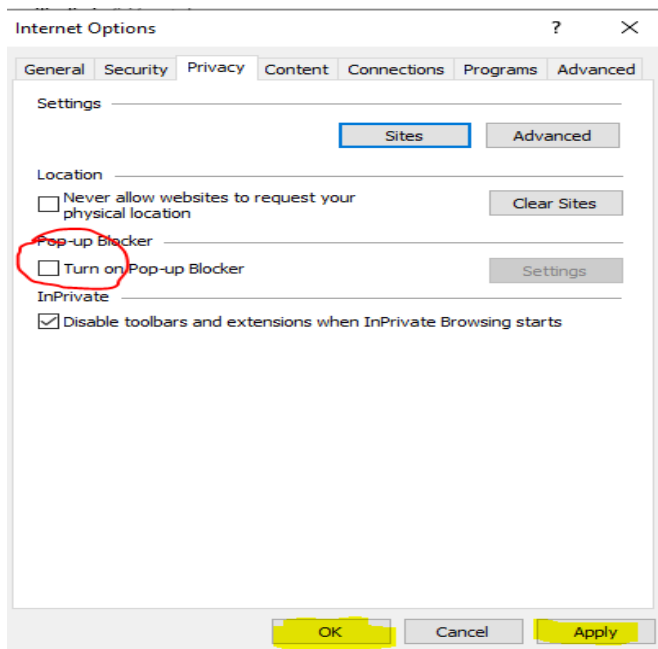
1. <http://www.safescrypt.com/>
2. <http://www.tcs-ca.tcs.co.in/>
3. <http://www.mtnltrustline.com/>
4. <http://www.gnvfc.com/> etc

3. Technical Settings

Web Browser: only use IE 11(Internet Explorer 11) in administrator mode for e-tendering in OIL's portal.

Proxy: If you are unable to access OIL e-Procurement site or Bid Documents, check if you are using proxy to connect to internet or if your PC is behind any firewall. Contact your system administrator to enable connectivity. Please note that Port for HTTPS connectivity should be enabled on your proxy/firewall. Dial-up internet connectivity without Proxy settings is another option.

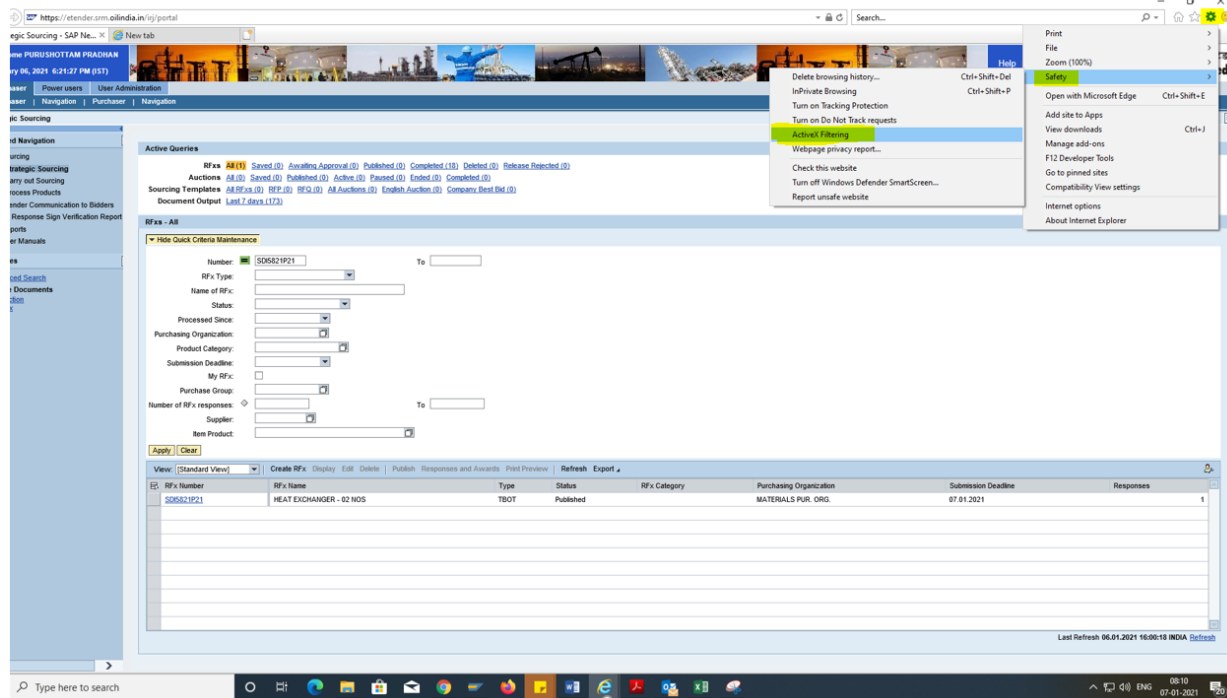
Pop-ups: Pop-ups should be enabled on OIL e-Procurement URL and Bid Documents URLs. This is required to view tender documents. Go to Tools ->> Internet options ->> Privacy and make sure the pop up blocker is **not turned on**.



Active-X Controls: Maintain the settings as described in Internet Explorer settings document to enable digital signature signing and verification.

Recommended Screen Resolution: 1024 by 768 pixels.

6. Go to **Tools >> Safety >> ActiveX Filtering** and **make sure the there is no tick**.



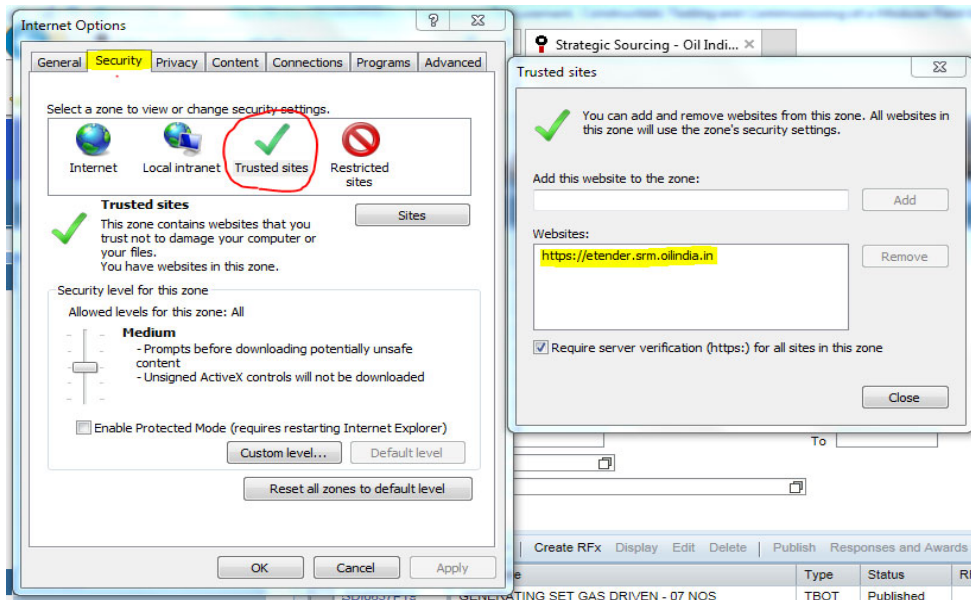
Internet Speeds: If you are experiencing slow connectivity to OIL e-Procurement, then contact your system administrator or ISP provider for desirable speeds.

INTERNET EXPLORER SETTING

The system requirement for e-bidding is PC/Laptop having windows Operating System, Internet explorer browser & internet broadband connectivity. Following settings are required to be carried out in pc/laptop for proper functioning of digital signature in OIL e-tender application. Before using etender site for bidding, ensure that the below mentioned settings in Internet Explorer are properly configured.

Step1

Open internet explorer-> tools-> internet options -> security tab: trusted sites->add the site :-> <https://etender.srm.oilindia.in/irj/portal>



Step2

Open internet explorer->tools->internet options->security tab->trusted sites ->custom level ->disable the „use pop-up blocker“ option. Under the head „miscellaneous“ set custom setting to low or medium. Press ok button to save the settings.

Step3

Open internet explorer->tools->internet options->privacy tab->untick the Turn on pop-up Blocker check box. Open internet explorer->tools->internet options->privacy tab ->set the level to “Accept all cookies”
Press ok button to save the settings.

Step4

Turn off pop-up blocker / remove any toolbar programs like rediff toolbar, yahoo toolbar etc. from your PC using add/remove programs. Restart the computer.

Step5

Changing the zoom level of IE to exactly 100%. The “Zoom level” option is available on the right side bottom of the internet explorer screen. Set the zoom level to 100%.

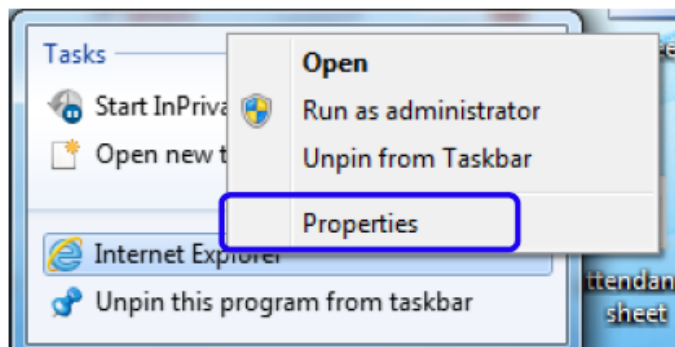
Step5

Go to Tools- Compatibility View Settings and perform the setting and add “OILINDIA.IN” below.

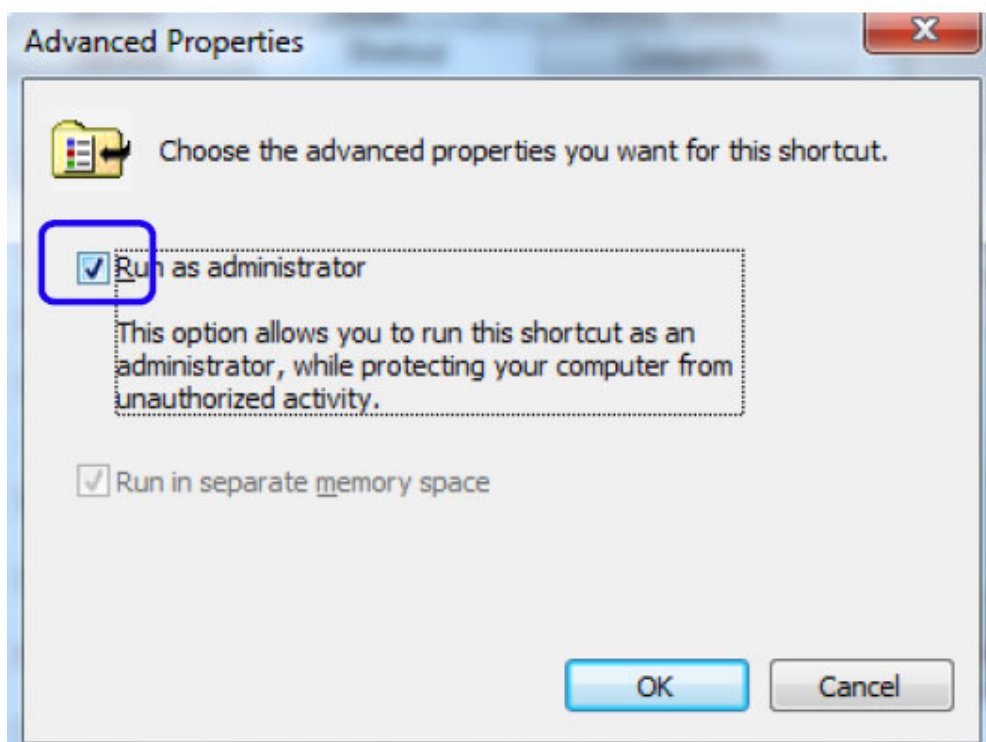
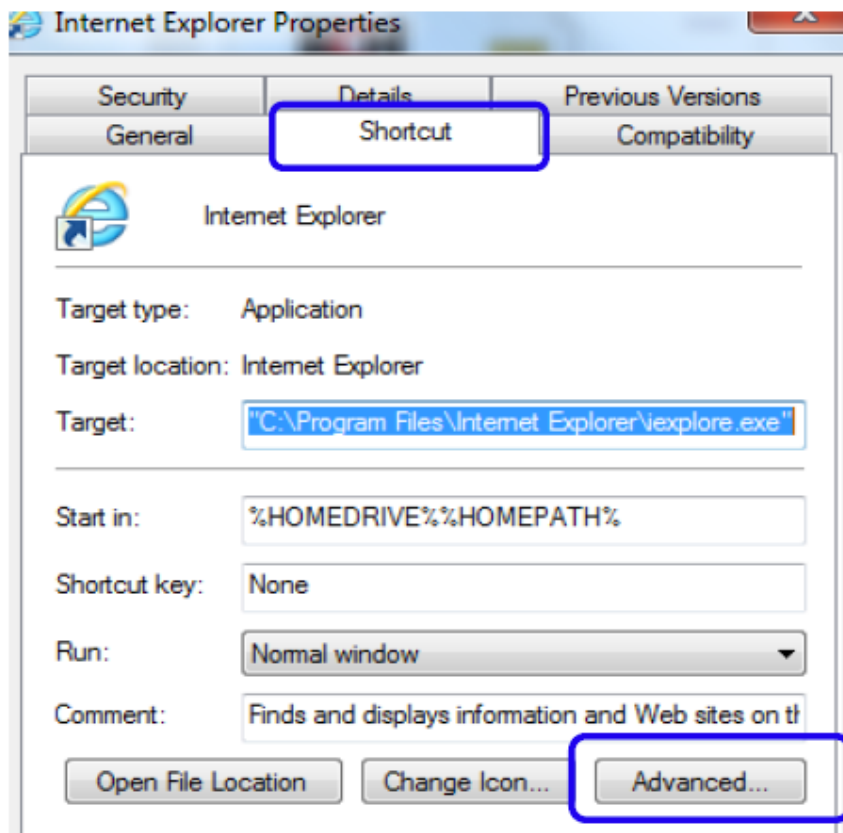


INTERNET EXPLORER Run in administrator mode

Set the browser to run in administrator mode as per the steps given below. - Go to properties of Internet explorer by right clicking the Internet explorer icon

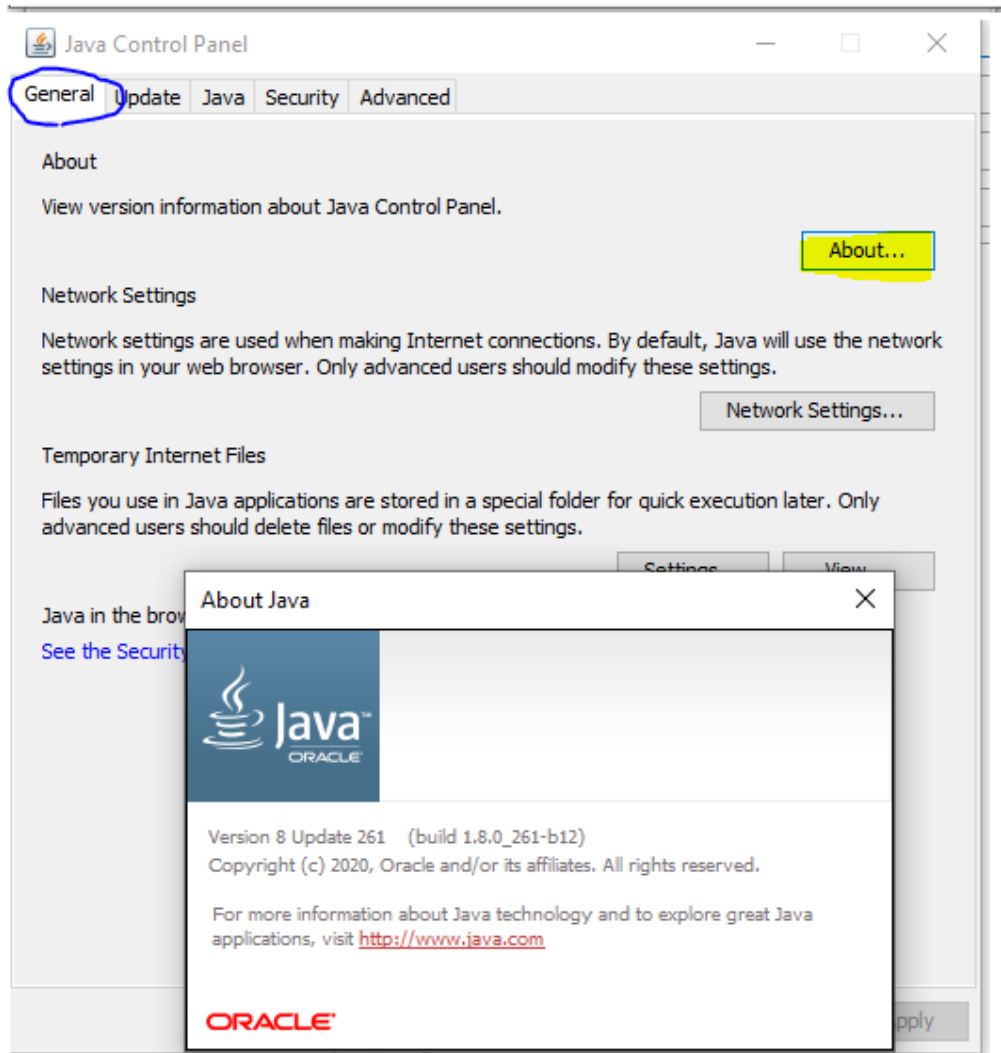


Click Advanced button from the shortcut tab as shown below



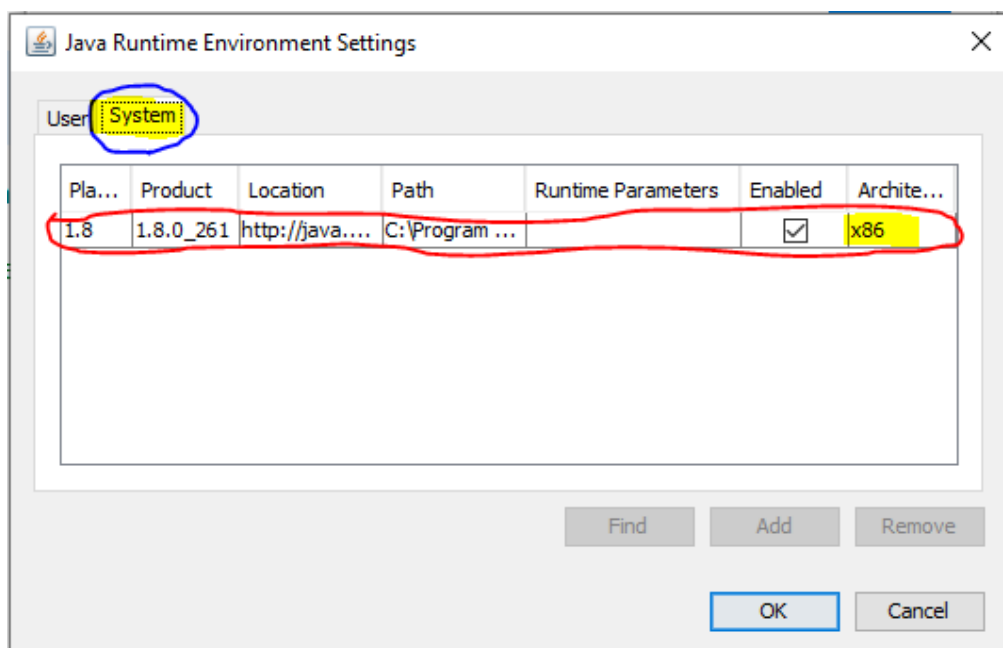
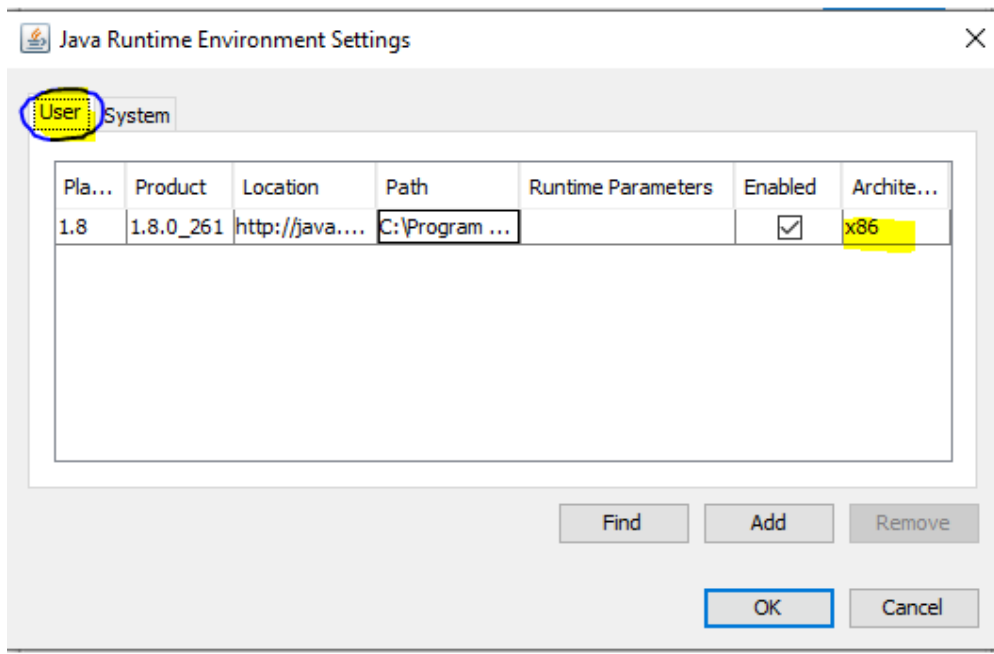
Java Requirement: Bidders are requested use only 32 Bit Java. Bidders may use any latest version Upto Version 8 Update 261. After downloading the Java components make sure that you start your internet browser again. Please ensure that your computer does not have multiple versions of Java

Go to Control Panel ->> JAVA ->> General



To make sure system has only one Version of 32 Bit JAVA ::

Go to Control Panel ->> JAVA ->> Java >> User / System



Necessary settings in JAVA ::

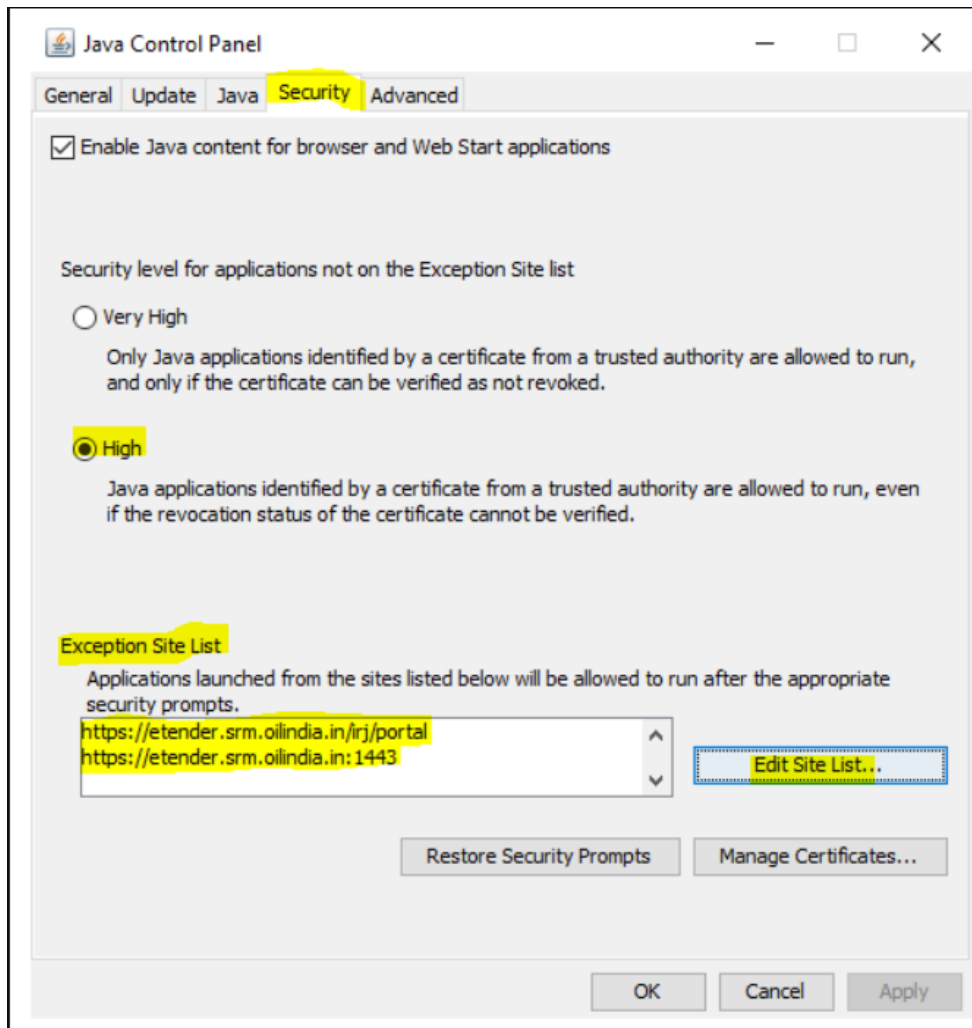
Please go to CONTROL PANEL >> JAVA >> SECURITY >>

Make security level "**High**".

Then go to EDIT SITE LIST >> add below mentioned two URLs under exception site list. Then click OK ->> Apply.

<https://etender.srm.oilindia.in/irj/portal>

<https://etender.srm.oilindia.in:1443>

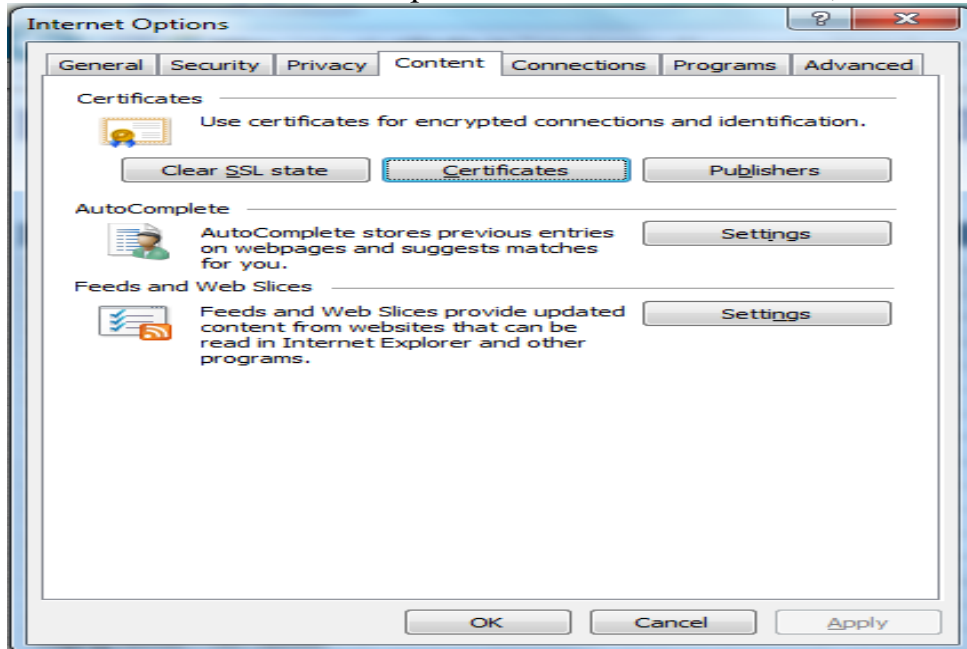


After settings done, delete cookies & temporary internet files from internet explorer (go to tools>>internet options >>General>>delete>>delete cookies & temporary internet files>>apply>>ok), close Internet Explorer, restart your system/PC.

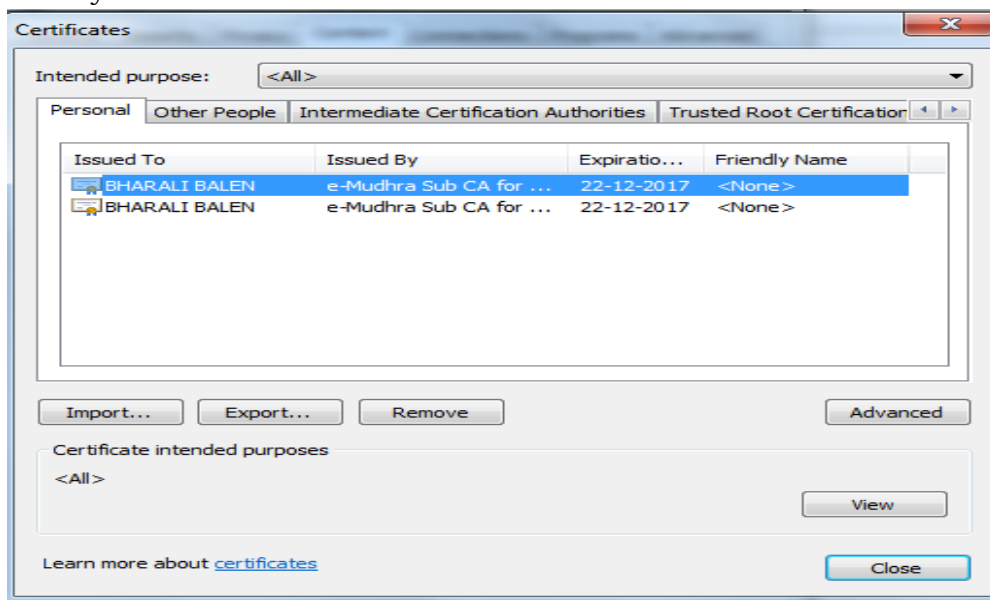
INSTALLATION OF DIGITAL SIGNATURE E-TOKEN

Install the driver signature e-token in consultation with the vendor from where the digital signature certificate is purchased. After installation, attach the e-token in your system USB port. Check to ensure that the digital signature & Encryption certificate is installed properly:

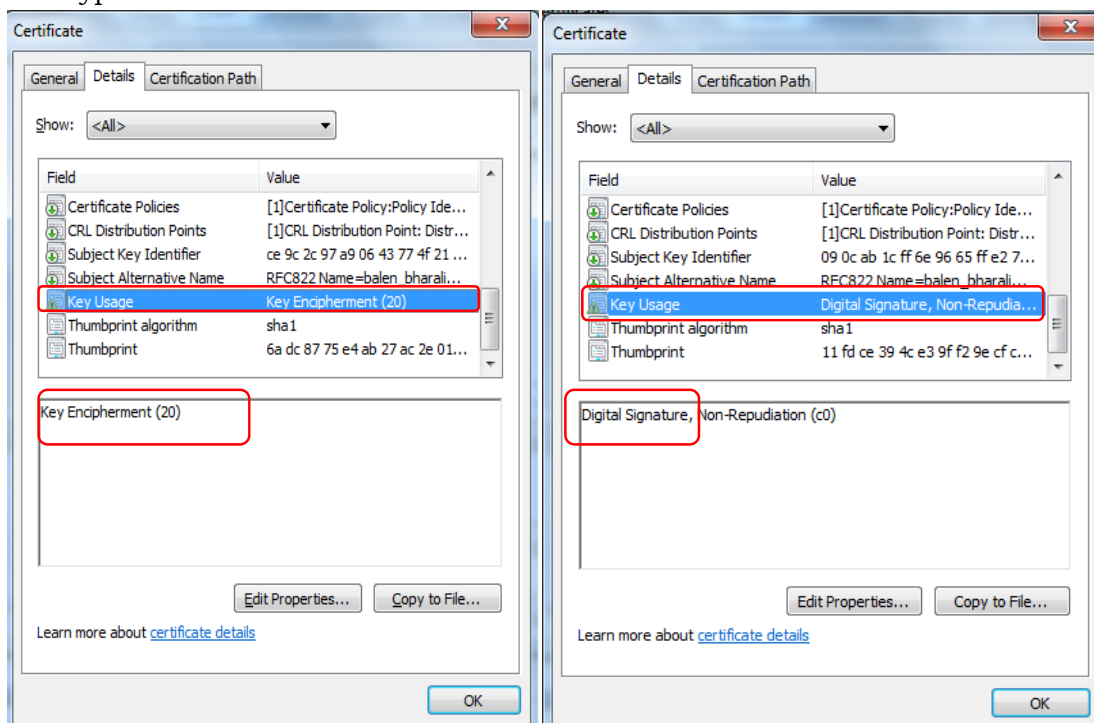
1. Go to tools ->internet options->contents->certificates, click on certificate.



2. After clicking the certificate , the installed certificate details will be appeared . Check Validity of the certificates.



3. Select the certificate and click view . Certificate details will be appeared . Go to details > Check “Key Usage”. The certificate must contain one “Signature Certificate” and one “Encryption Certificate”



In case of any clarification pertaining to e-procurement process, the vendor may contact the following

ERP DEPARTMENT
OIL INDIA LIMITED
PO:DULIAJAN
PIN:786602
Email:erp_mm@oilindia.in
Contact: (0374) 280-7178/7171/7192 /4903

Disclaimer: Bidder should go through above prerequisites well in advanced. Being a secured system of SAP SRM, bidders PC setting should be in line with OIL’s requirement. OIL is not responsible for any technical glitch at bidders end and support shall be provided only to those issues reaches at our end before 2 hours of tender closing time.

- A. OIL INDIA LIMITED (OIL) has upgraded its E-tender Portal. As part of the new system, the intending bidder must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization]. The date for implementation of new system is 12th April 2017 and the requirement of the new DSC will be applicable for the tenders floated on 12th April 2017 onwards. All our current and prospective esteemed bidders are therefore requested to acquire Class III DSC [Organization] along with Encryption Certificate issued by any of the Licensed Certifying Authorities (CA) operating under Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000. Guideline for getting Digital Signature and other related informations are available on the e-tender website www.oil-india.com .
- B. Bidders are requested to go through “New Vendor Manual” effective date:12.04.2017 before submitting offer in system.
- C. Bidders are requested to go for “Guidelines to Bidders for participating in OIL” before submitting offer in system.

Upload Technical Bid / Price Bid.

1.

Response - Oil India Ltd - SRM QAS Portal - Internet Explorer

http://srmqas.oilindia.in:50100/irj/porta

Response

Display RFX Response:

Edit Print Preview Check

RFX Response Number 60005572 RFX Number Status Saved Submission Deadline Opening Date 11.04.2017 00:00:00 India Remaining time 0 Days 14:02:00 RFX Owner BHARALI

Total Value XXXXX INR RFX Response Version Number Active Version

RFX Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions Technical Attachments

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: OTH Others (Please specify under attributes)

Service and Delivery

Incoterm: FOB SINGAPORE

Area for uploading "Priced Bid" if the detailed price information is "No Price"

Area for uploading "Priced Bid" if the detailed price information is "Price with Condition"

Area for uploading "Techno-commercial Unpriced Bid"

Please do not upload price under "Technical Attachment"

▼ Partners and Delivery Information

Details Send E-Mail Call Clear

Function	Number	Name
The table does not contain any data		

Filter Settings

2. On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Techno-Commercial Unpriced Bid” and “Priced Bid” in the places as indicated above:

Response - Oil India Ltd - SRM QAS Portal - Internet Explorer

http://srmqas.oilindia.in:50100/irj/portal?NavigationTarget=navurl%3A%2F%2F3a2821f4-dff7-2a5000h54ff54h07d0778/dennDRTFuent-CRNFuentR/RTTechnicalName=qte&BOSystemAlias=SAP_SRM&Operation=displayresponse&isOBN=true&APPLID=SA

Response

Display RFX Response:

Area for uploading Priced Bid**

Edit Print Preview Check Technical RFX Response Close Verify Signature Sign Response Refresh Smartform Decrypt Data System Information Create Memory Snapshot

RFX Response Number 6005572 RFX Number 951 Status Saved Submission Deadline 11.04.2017 00:00:00 INDIA Opening Date 11.04.2017 00:00:00 INDIA Remaining Time 0 Days 14:02:03 RFX Owner BHARALI

Total Value XXXXX INR 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 Filter Settings

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

Area for uploading TechnoCommercial Unpriced Bid*

▼ Attachments

▼ cFolder Attachments

Add Attachment Delete Verify Signature Filter Settings

cFolder Name	Category	Description	File Name	Version	Processor	Checked Out	Type	Size (KB)	Changed by	Changed on
The table does not contain any data										

***The “Techno-Commercial Unpriced Bid” shall contain all technocommercial details except the prices.**

**** Please follow the instructions as per Vendor User Manual for Uploading Price under “Notes and Attachment” or “Condition”**



**COMPOSITE WORKS (PART-A, B & C) FOR
UPGRADATION PROJECT OF NSPL (NUMALIGARH –
SILIGURI MULTIPRODUCT PIPELINE) FACILITIES FOR
TRANSPORTATION OF ADDITIONAL PRODUCTS OF M/s
OIL**

PROPOSAL FORMS

TABLE OF CONTENTS

FORM NO.	DESCRIPTION
A.	FORMAT FOR DETAILS OF SIMILAR WORK/SERVICES DONE DURING PAST SEVEN YEARS RECKONED FROM BDD
B	COMPLIANCE TO BID REQUIREMENT
C	CHECK LIST FOR SUBMISSION OF BID
D	COMMERCIAL QUESTIONNAIRE
E	FORMAT FOR BIDDER'S QUERIES
F	DECLARATION BY THE BIDDER
G1	DETAILS OF P.F. & ESI REGISTRATION
G2	PF AND ESI UNDERTAKING
H	BIDDER'S GENERAL INFORMATION
I	BANK ACCOUNT PARTICULARS
J	PROVISIONS FOR BIDDERS UNDERGOING PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY CODE 2016 (NCLT)
K	FORMAT FOR FURNISHING AFFIDAVIT W.R.T. INTEGRITY PACT
L	UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR
M	UNDERTAKING FOR STEEL POLICY

FORMAT FOR DETAILS OF SIMILAR WORK/SERVICES DONE DURING PAST SEVEN YEARS RECKONED FROM ORIGINAL BID DUE DATE (FORM – A)

S. No	Description of the Goods/works/ Services	FOA / LOA/PO/ WO No. and date	Full Postal Address & phone nos. of Client. <i>Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)</i>	Value of Contract/ Order (Specify Currency Amount)	Date of Commence-ment of Work/ Services or supply of goods	Scheduled Completion Time (Months) Delivery Schedule	Date of Actual Completion/ Supply	Reasons for delay in execution, if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Pl refer instruction								

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

Instructions:

- 1) Bidders are expected to provide details of the work **meeting the Bidder Qualification criteria (as stipulated in IFB)** which shall be considered for qualification purpose.
- 2) Copies of work orders/contracts along with Schedule of Rates, completion certificate etc. in support of meeting the requirements of Technical / Experience Criteria as detailed in IFB to be enclosed.
- 3) The said documents, as mentioned at Sl.no.2 above, shall be certified/Authenticated in line with the provisions indicated in IFB.
- 4) It may be noted that in the absence of documents as above, the details would be considered inadequate and could lead to the bid being considered ineligible for further evaluation.

<To be submitted in Bidder's letter head>**COMPLIANCE TO BID REQUIREMENT (FORM – B)**

NAME OF WORK	:	COMPOSITE WORKS (PART-A, B & C)
BIDDING DOCUMENT NO.	:	SM/B436-000-PK-T-9510/07

We hereby confirm that our Bid complies with the total techno-commercial requirements/ terms and conditions of the bidding document and subsequent addendum/corrigendum (if any) without any deviation/ exception/ comments/ assumptions.

We also confirm that we have quoted for the complete scope of work in the Schedule of Prices and prices (percentage increase/decrease in case of percentage tenders) have been filled without any condition and deviation.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

<To be submitted in Bidder's letter head>**CHECK LIST FOR SUBMISSION OF BID (FORM-C)**

NAME OF WORK	:	COMPOSITE WORKS (PART-A, B & C)
BIDDING DOCUMENT NO.	:	SM/B436-000-PK-T-9510/07

Bidder is requested to fill this check list and ensure that all details / documents have been uploaded as called for in the Bidding Document along with duly filled in, signed checklist

Please tick (√) the box and ensure compliance:

(A) UNDER SECTION -I

(A.1) Bid Forwarding Letter

Uploaded

☐

(A-2) BID SECURING DECLARATION IN LIEU OF EMD AS PER IFB

Uploaded & Submitted

☐

(A.3) Power of Attorney in Favour of the bid signatory.

Uploaded & Submitted

☐
(B) UNDER SECTION -2

(B.1) Experience details as per FORM-A

Uploaded & Submitted

☐

(B.2) Financial Details, as per IFB

Uploaded & Submitted

☐

(B.3) Audited Financial year Statements including audit report, Balance Sheet, profit and loss account and all other schedules uploaded & submitted for the immediate preceding three Financial years.

YES ☐

NO ☐

- (B.4) Partnership Deed in case of partnership firm and MOA & Article of Association in case of limited company. In case of a proprietorship firm, the name and address of proprietor and certified copy of Bank A/C details

Uploaded

☐
☐

- (B.5) Declaration regarding PF & ESI as per FORM-G.

Uploaded

☐

- (B.6) Bank Account Particulars as per Form-I

Uploaded

☐

- (B.7) Bidder's General information as per Form-H

Uploaded

☐

C) UNDER SECTION - 3

- (C.1) Compliance to Bid Requirement as per FORM-B.

Uploaded

☐

- (C.2) Reply to commercial questionnaire as per FORM-D with Bidder's reply/ confirmation for each Sl. No.

Uploaded

☐

- (C.3) Reply to Technical questionnaire (if enclosed in bidding document) with Bidder's Reply/ Confirmation for each Sl. No.

Uploaded

☐

- (C.4) Declaration by Bidder as per FORM-F

Uploaded

☐

- (C.5) Unpriced copy of Price Part, i.e., Schedule of Prices with prices [% in case of Percentage tenders or pre-filled tenders] replaced by word "Quoted"

Uploaded

☐

- (C.6) Self certificate for not under NCLT/liquidation, court receivership or similar proceedings as per Form-J1

Uploaded

☐

- (C.7) Self certificate that the bidder is not on Holiday/ Negative/suspension/banning list of or black listed by any other Central Government Department/ Central Public Sector on due date of submission of bid as per Form-D

Uploaded

☐

(C.8) Undertaking for Non-Engagement of Child Labour as per Form-L

Uploaded

☐

(C.9) Undertaking for steel policy as per Form-M

Uploaded

☐

(D) UNDER SECTION – 4

(D.1) Technical Details/ Documents specified in Bidding Document.

Uploaded

☐

Not Applicable

(E) CONFIRM THE FOLLOWING

(E.1) Master Index of Bidding Document, Compliance Letter for Addendum/ Amendment, if any, duly signed, has been uploaded along with offer.

YES

☐

(E.2) Any Other document(s), as per the requirement of bidding document

YES

☐

(E.3) Blank copy (without price/percentage) of Schedule of Rates duly signed and stamped on each page has been submitted.

YES

☐

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

<To be submitted in Bidder's letter head>

NAME OF WORK	:	COMPOSITE WORKS (PART-A, B & C)
BIDDING DOCUMENT NO.	:	SM/B436-000-PK-T-9510/07

COMMERCIAL QUESTIONNAIRE (FORM – D)

Bidder's reply/ confirmation as furnished in the Commercial Questionnaire (CQ) shall supersede the stipulations mentioned elsewhere in their bid.

SL. NO.	EIL'S QUERY	BIDDER'S REPLY/ CONFIRMATION
1.0	Confirm that your Bid is valid for 04 (Four) months from the final bid due date.	
2.0	Confirm that Bid Securing declaration in lieu of Earnest Money Deposit (EMD) has been furnished along with bid.	
3.0	Confirm your compliance to total Scope of Work mentioned in the Bidding Document.	
4.0	Confirm that the following documents are uploaded with Part-I (Unpriced bid):	
a)	All documents as per CHECK LIST.	
b)	Master Index as issued is uploaded, duly signed, in unpriced part.	
c)	Compliance letter for Addendum / Amendments as a token of acceptance (Applicable, if issued).	
5.0	Confirm your compliance to critical stipulations of Bidding Document as mentioned in ITB/IFB	
6.0	Schedule of Rates/Price	
a)	Confirm that the Price Part [% in case of Percentage tenders or pre-filled tenders] of e-Bid as per Schedule of Rates format enclosed with Bidding Document has been duly filled in and uploaded at the designated place of the e-tender website.	
b)	Confirm that the quoted price is for complete scope of work, supply of all material, labour, consumables etc. construction, erection, testing, commissioning, performance guarantee test run(s) and supply of spare parts as applicable as per the Scope of Work stipulated in Bidding document.	
7.0	Confirm that you have studied complete Bidding Document and your Bid is in accordance with the requirements of the Bidding Document and its amendments, if any.	

SL. NO.	EIL'S QUERY	BIDDER'S REPLY/ CONFIRMATION
8.0	Confirm your acceptance for 'Scope of Supply' mentioned in the Bidding Document and confirm that all materials shall be supplied as per Standards and Specification.	
9.0	Confirm your acceptance for Time Schedule as mentioned in Bidding Document.	
10.0	Confirm that your quoted price includes all taxes, duties as applicable for this Work excluding GST in accordance with the provision of Bidding document including Special Conditions of Contract (SCC).	
11.0	Owner shall arrange Comprehensive Marine Cum Erection Insurance (MCE) policy, as per provisions specified in SCC [Clause 48.0]. Confirm that your quoted prices are considering insurance as per the provisions specified in SCC.	
12.0	Confirm that all costs resulting from safe execution of Work, such as safety induction, use of protective clothing, safety glasses and helmet, safety precaution taken during monsoon, or any other safety measures to be undertaken by the Contractor for execution of work are included in the quoted rates.	
13.0	Please confirm your compliance to minimum requirement of Equipment to be mobilized and key construction manpower to be deployed as per Annexure to SCC (if applicable as per requirement of SCC).	
14.0	Confirm that you shall deploy adequate project/site organisation with qualified supervisory personnel having requisite experience including personnel responsible for safety, planning, stores, QA/QC etc.	
15.0	Confirm that while submitting your price, you have taken consideration of scope of supplies, scope of work and technical requirement mentioned in Bidding Document.	
16.0	Confirm that you have your own QA/QC programme for executing this work. In case of award of work, you will submit all QA/QC documents in line with QA/QC requirements specified in the Bidding Document.	
17.0	We confirm that we are not involved in any current Litigation / Arbitration.	
	Or We confirm that the Current Litigation / Arbitration, in which we are involved shall not have any impact in work being tendered or in entering into contract during the validity of offer and performing the contract till all the contractual obligations under contract are performed.	
Note	Evaluation shall be based upon Bidder's confirmation as above and reassessment of their financials provided in their annual balance sheet / profit & loss account due to the self – declaration shall not be carried out by Owner / EIL. In case Bidder(s) affirms that present litigations/ arbitrations have	

SL. NO.	EIL'S QUERY	BIDDER'S REPLY/ CONFIRMATION
	impact on their obligations to perform the Contract or doesn't provide the affirmation as above, their bids shall be rejected.	
18.0	<p>We confirm that we are not under NCLT/liquidation, court receivership or similar proceedings [refer Proposal Form-J in this regard]</p> <p>(This is not applicable for Public undertakings).</p> <p>Submission of declaration as per Proposal Form- J1</p>	<input type="checkbox"/> Submitted
19.0	We confirm that we are not on holiday/ negative list/suspension/banning list of OIL or EIL on due date of submission of bid.	
20.0	<p>We confirm that we are not on holiday/ negative list/suspension/banning list or black list with any Central Government Department/ Central Public Sector on due date of submission of bid.</p> <p>Any wrong declaration in respect of holiday listing shall render the vendor liable for action under the holiday listing policy of OIL/EIL.</p>	
21.0	<p>We confirm that</p> <p>(i) None of our Directors/Partner is a relative of any Director of OIL</p> <p>(ii) No Director of OIL or his relative is a Partner/Director in our Firm.</p>	
22.0	<p>(a) We confirm that no previous Transgression occurred in the last three years immediately before signing of Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged or with any Public Sector Enterprises in India or any Government Department in India.</p> <p>(b) We further confirm that the above declaration/confirmation are true and accurate in all respects, and not in conflict with the declaration mentioned in our any part of our bid / financial statement/any other document.</p>	

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

FORMAT FOR BIDDER'S QUERIES (FORM-E)

SL. NO.	BIDDING DOCUMENT			SUBJECT	BIDDER'S QUERY	OWNER'S REPLY
	PART / VOL.	PAGE NO.	CLAUSE NO.			

NOTE:

1. Bidder's Queries may be sent by e-mail to (as per contact details provided in IFB/LIB).
2. Technical & Commercial queries, if any, must be submitted separately in editable format as per this format.

<To be submitted in Bidder's letter head>

NAME OF WORK	:	COMPOSITE WORKS (PART-A, B & C)
BIDDING DOCUMENT NO.	:	SM/B436-000-PK-T-9510/07

DECLARATION BY THE BIDDER (FORM – F)

We _____ (Name of the Bidder) hereby confirm that we have gone through and understood the Bidding Document and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents.

We are submitting Master Index of Bidding Document as part of our Bid duly signed and stamped on each page in token of our acceptance. We undertake that the Bidding Document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of Contract Agreement. Further, we shall sign and stamp each page of this bidding document as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.

We further confirm that we have quoted prices in Schedule of Prices and uploaded in Price Bid in the prescribed location of the e-tendering website considering entire scope of work as detailed in Bidding Document. We confirm that price quoted by us includes price for all works/activities/supply etc. as mentioned in the bidding document.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

<To be submitted in Bidder's letter head>

NAME OF WORK	:	COMPOSITE WORKS (PART-A, B & C)
BIDDING DOCUMENT NO.	:	SM/B436-000-PK-T-9510/07

DETAILS OF P.F. & ESI REGISTRATION (FORM – G1)

Bidder to furnish details of Provident Fund (PF) & ESI Registration:

PF REGISTRATION NO. :

DISTRICT & STATE :

ESI REGISTRATION NO. :

DISTRICT & STATE :

We hereby confirm that the above PF & ESI Account is presently under operation and shall be used for all PF & ESI related activities for the personnel(s) engaged by us in the present work (if awarded to us).

<To be submitted in Bidder's letter head>**PF AND ESI UNDERTAKING (FORM – G2)**

NAME OF WORK	:	COMPOSITE WORKS (PART-A, B & C)
BIDDING DOCUMENT NO.	:	SM/B436-000-PK-T-9510/07

UNDERTAKING

In case our establishment falls under the purview of PF & ESI Act during the execution of Contract, we shall get our establishment registered under PF & ESI and shall be solely responsible to fulfil the obligation of PF & ESI at no extra cost to Owner / EIL.

BIDDER'S GENERAL INFORMATION (FORM – H)

- 1-1 Bidder Name: _____
- 1-2 Number of Years in Operation: _____
- 1-3 Address of Registered Office: _____
City _____ District _____
State _____ PIN/ZIP _____
- 1-4 Operation Address
if different from above: _____

City _____ District _____
State _____ PIN/ZIP _____
- 1-5 Telephone Number: _____
(Country Code) (Area Code) (Telephone Number)
- 1-6 E-mail address: _____
- 1-7 Website: _____
- 1-8 Fax Number: _____
(Country Code) (Area Code) (Telephone Number)
- 1-9 ISO Certification, if any {If yes, please furnish details}
- 1-10 Banker's Name : _____
- 1-11 Branch : _____
- 1-12 Branch Code : _____
- 1-13 Bank account number : _____
- 1-14 GST Registration number : _____
- 1-15 Whether SSI Registered Or not : _____

BANK ACCOUNT PARTICULARS (FORM-I)

1. BIDDER'S NAME :

2. ADDRESS OF BIDDER :

3. PARTICULAR OF BANK ACCOUNT :

a). NAME OF THE BANK

b). NAME OF THE BRANCH

c). BRANCH CODE

d). ADDRESS OF THE BANK

e). 9 DIGIT CODE NUMBER OF THE BANK & BRANCH

(as appearing in MICR Cheque issued by the Bank)

f). TYPE OF ACCOUNT (SB, CURRENT, CASH, CREDIT)

g). ACCOUNT NUMBER

h). WHETHER BRANCH IS RTGS/INTERNET ENABLED

(if yes, then Bank's IFSC Code number)

I hereby declare that the particulars given above are correct and complete and accord our consent for receiving payment through electronic mechanism.

(_____)

Signature of the authorised signatory(ies) & Designation

Place:

Date:

Official seal of the company

BANK CERTIFICATION

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp

Place:

Date:

bank

Signature of the authorised official of the

FORM-J: NCLT DECLARATION**Provisions for bidders undergoing proceedings under insolvency and bankruptcy code 2016**

- (i) Offer from the following type of bidders will not be considered:
 - (a) Bidders who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code).
 - (b) Bidders whose resolution process or liquidation or bankruptcy proceeding is initiated under the Code at any stage of evaluation of bid.
- (ii) It will be responsibility of the bidder to inform EIL / OIL within 15 (Fifteen) days from the date of order of insolvency resolution process or liquidation or bankruptcy proceeding passed by the Educating Authority namely National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the Code.
- (iii) If bidder refuses or fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding in their bid or at any latter stage, their offer is liable to be rejected by EIL/ OIL.
- (iv) EIL/ OIL reserve the right to cancel / terminate the contract without any liability on the part of EIL/ OIL immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract.
- (v) EIL/ OIL reserve the right to evaluate and finalise the bid without considering the bid of any party undergoing insolvency resolution process or liquidation or bankruptcy proceeding under the code regardless of the stage of tendering.

A declaration in this regard shall be furnished by the bidder as per format (FORM J1).

<To be submitted in Bidder's letter head>

FORM J1

DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY CODE 2016

Name of the Bidder : _____

NAME OF WORK	:	COMPOSITE WORKS (PART-A, B & C)
BIDDING DOCUMENT NO.	:	SM/B436-000-PK-T-9510/07

Tender No:

I/ We hereby declare that I/We, M/s _____, declare that :

- (i) I/We am/are not undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date.

OR

- (ii) I/We am/are undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date as per details mentioned below.

(a) _____

(b) _____

(c) _____

(Attach details in separate sheet)

Note: Strike out either (i) or (ii) as applicable.

It is understood that if this declaration is found to be false, EIL / OIL shall have the right to reject my / our bid, and forfeit the EMD. If the bid has resulted in a contract, the contract will be liable for termination without prejudice to any other right or remedy (including black listing or holiday listing) available to EIL / OIL.

Place: _____ Signature of Bidder

Date: _____ Name of signatory

FORM-K: AFFIDAVIT TOWARDS INTEGRITY PACT**FORMAT FOR FURNISHING AFFIDAVIT W.R.T. INTEGRITY PACT**

[To be submitted on Indian Non-Judicial Stamp Paper as per Indian Stamp Act, 1899 with **Minimum of INR 100**]

NAME OF WORK	:	COMPOSITE WORKS (PART-A, B & C)
BIDDING DOCUMENT NO.	:	SM/B436-000-PK-T-9510/07
NAME OF THE PROJECT	:	UPGRADATION PROJECT OF NSPL (NUMALIGARH – SILIGURI MULTIPRODUCT PIPELINE) FACILITIES FOR TRANSPORTATION OF ADDITIONAL PRODUCTS
NAME OF THE OWNER	:	M/s OIL INDIA LTD (OIL)

_____ <Insert Full Name>, S/o/D/o _____ of
 _____ <Insert Father's Name>, working as
 _____ <Insert present Designation> in the Company/Firm _____
 _____ <Insert full name of Company>, having its registered office at
 _____ <Insert full address of Company with
 Country Name> and working Office address at _____ <Insert full
 working office address with Country Name, in case different from registered office >, do hereby faithfully affirm and
 certify as under:

- 1) That I am authorized representative and signatory of the above referred Company.
- 2) That the Bidding Entity is not involved in any case of transgression in terms of Integrity Pact submitted for above referred Bidding Document.
- 3) In case of any Sub-contractor proposed / appointed by us for this tender, we also confirm our proposed Sub-contractor is also not involved in any case of transgression in terms of Integrity Pact submitted for above referred Bidding Document.
- 4) I depose accordingly.

SIGNATURE OF DEPONENT

VERIFICATION

_____ <the deponent named above>, do hereby verify that the factual contents of this Affidavit are true and correct. No part of it is false and nothing material has been concealed there from.

Verified at _____ on this _____ day of _____ 20____

SIGNATURE OF DEPONENT

FORM-L**<To be submitted in Bidder's letter head>****UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR**

NAME OF WORK	:	COMPOSITE WORKS (PART-A, B & C)
BIDDING DOCUMENT NO.	:	SM/B436-000-PK-T-9510/07

I/ We hereby declare that:

- a) We are committed to elimination of child labour in all its forms.
- b) Neither we nor any of our nominated sub-contractor(s) are engaging Child Labour in any of our work(s) in terms of the provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and other applicable laws.
- c) We as well as our nominated sub-contractor(s) undertake to fully comply with provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and other applicable labour laws, in case the work is awarded to us.
- d) It is understood that if I/We, either before award or during execution of Contract, commit a transgression through a violation of Article b /c above or in any other form, such as to put my/our reliability or credibility in question, the Owner is entitled to disqualify us from the Tender process or terminate the Contract, if already executed or exclude me / us from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Owner. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in the guidelines for holiday listing of the Owner.
- e) I/We accept and undertake to respect and uphold the Owner's absolute right to resort to and impose such exclusion.

Place:

Signature of Bidder

Date:

Name of Signatory

<To be submitted in Bidder's letter head>**FORM-M****POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS
IN GOVERNMENT PROCUREMENT****SELF-CERTIFICATE**

NAME OF WORK	:	COMPOSITE WORKS (PART-A, B & C)
BIDDING DOCUMENT NO.	:	SM/B436-000-PK-T-9510/07

BIDDER'S NAME: _____

This has reference to "Policy for providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement" issued by Ministry of Steel, Govt. of India, vide their notification "The gazette of India, extraordinary **part II no. 385 (E) dated 29.05.2019**" and amendment vide Gazette notification no.**S-13026/1/2020-IDD dated 31.12.2020**

We confirm that duly Notarized Affidavit of Self Certification in line with the policy for providing preference to Domestically Manufactured Iron and Steel Products shall be submitted in the name of domestic manufacturer before execution of works related to iron and steel products.

SIGNATURE OF BIDDER : _____**NAME OF BIDDER** : _____**COMPANY SEAL** : _____

INTEGRITY PACT

Between

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

And

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

Preamble:

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

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

Section: 1 -Commitments of the Principal

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

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



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

- (iii) The Principal will exclude from the process all known prejudiced persons.

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

Section: 2 -Commitments of the Bidder/Contractor

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

- (i) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which h e/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (ii) The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.



- (iv) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - (v) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
 - (vi) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
 - (vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

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



amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

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

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

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. **Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.**

Section 4 -Compensation for Damages

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

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

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



Section 5 -Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.
2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section: 7 -Criminal charges against violating Bidders/Contractors/Subcontractors

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

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.



3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality. **However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.**
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.
9. **In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.**



Section:9 -Pact Duration

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

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

Section:10 -Other provisions

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

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

3. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.

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

5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

..... For the Principal Date : Place : For the Bidder/Contractor Witness 1: Witness 2:
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IEM details are as under:

Shri Sutanu Behuria, IAS(Retd.)

E-mail id : sutanu2911@gmail.com

Shri Om Prakash Singh, IPS (Retd.),

Former DGP, Uttar Pradesh

E-mail: Ops2020@rediffmail.com

Shri Rudhra Gangadharan, IAS (Retd.)

Ex-Secretary, Ministry of Agriculture

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**NSPL (NUMALIGARH – SILIGURI
MULTIPRODUCT PIPELINE)
FACILITIES FOR
TRANSPORTATION OF
ADDITIONAL PRODUCTS OF M/s
OIL INDIA LTD (OIL)**

**SPECIAL CONDITIONS OF
CONTRACT (SCC)**

INDEX

1.0	GENERAL.....	5
2.0	SCOPE OF WORK	5
3.0	SCOPE OF SUPPLY	6
4.0	SUPPLY OF WATER, POWER & OTHER UTILITIES	6
4.1	ACCOMODATION FOR CONTRACTOR'S SUPERVISORY STAFF AND LABOUR ETC:	6
4.2	LAND FOR CONTRACTOR'S FIELD OFFICE, GODOWN AND WORK SHOP:	6
4.3	DISPOSAL OF SURPLUS EARTH/DEBRIS/ROCKS.....	6
4.4	CRANE/HYDRA.....	6
5.0	CONTRACT PERFORMANCE BANK GUARANTEE / PERFORMANCE SECURITY	6
6.0	GENERAL OBLIGATIONS OF THE COMPANY.....	7
7.0	TIME SCHEDULE	8
8.0	TIME FOR COMPLETION AND PRICE REDUCTION DUE TO DELAY IN COMPLETION	8
9.0	DRAWINGS AND DOCUMENTS	8
10.0	FREE ISSUE MATERIALS.....	9
11.0	CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION	12
12.0	QUANTITIES OF WORK	13
13.0	EXTENSION OF TIME	13
14.0	ALTERATION IN SPECIFICATIONS, PLANS, DRAWINGS AND DESIGNS, EXTRA- WORKS/ CHANGE OF QUANTITIES	15
16.0	COMPLETION.....	17
17.0	DEFECT LIABILITY PERIOD	18
18.0	FINAL COMPLETION CERTIFICATE.....	19
19.0	TRANSFER OF TITLE AND RISK	19
20.0	TAXES, DUTIES AND LEVIES.....	19
21.0	FIRM PRICES	20
22.0	CONTRACT VALUE	20
23.0	MEASUREMENT OF WORKS	21
24.0	MOBILIZATION & SECURED ADVANCE	21
25.0	TERMS OF PAYMENT.....	21
26.0	RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCE	21
27.0	FINAL PAYMENTS.....	21
28.0	STATUTORY APPROVALS.....	22
29.0	TESTS AND INSPECTION	22
30.0	INSPECTION OF SUPPLY ITEMS / MATERIALS	24
31.0	FINAL INSPECTION	24
32.0	MECHANISED CONSTRUCTION	24
33.0	TEMPORARY WORKS.....	24
34.0	QUALITY MANAGEMENT SYSTEM.....	24
35.0	HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT	25
36.0	SITE CLEANING	25
37.0	COMPLETION DOCUMENTS	25
38.0	CO-ORDINATION WITH OTHER AGENCIES	25
39.0	TEST CERTIFICATES	25
40.0	ROYALTY.....	26
41.0	EXCAVATION BY BLASTING	26
42.0	SITE FACILITIES FOR WORKMEN.....	26
43.0	SINGLE POINT RESPONSIBILITY.....	26
44.0	CHECKING OF LEVELS.....	26
45.0	DELETED	26
46.0	ENTRY PASSES, GATE PASSES, WORK PERMITS AND SAFETY REGULATIONS.....	26
47.0	COORDINATION WITH EPCM CONSULTANT:	28
48.0	MARINE COVER AND ERECTION POLICY	28
49.0	SUB-CONTRACTING:	29
50.0	GENERAL GUIDELINES DURING AND BEFORE ERECTION.....	30
51.0	DISTINCTION BETWEEN SUBSTRUCTURE AND SUPERSTRUCTURE	30
52.0	UNDERGROUND AND OVERHEAD STRUCTURES.....	31
53.0	EXECUTION OF ELECTRICAL WORKS	31
54.0	MAKE OF MATERIALS.....	31

55.0	BUILDING AND OTHER CONSTRUCTION WORKER'S ACT	31
56.0	INTEGRITY PACT	32
57.0	FABRICATION SHED.....	32
58.0	WAREHOUSING	32
59.0	LABOUR LICENSE.....	32
60.0	LABOUR RELATIONS	32
61.0	EMPLOYMENT OF LOCAL LABOUR.....	32
62.0	GENERAL REQUIREMENTS FOR RADIOGRAPHY & OTHER NDT FOR MECHANICAL / COMPOSITE ITEM RATE CONTRACTS.....	32
63.0	INTELLECTUAL PROPERTY	33
64.0	PROVISION FOR TERMINATION OF CONTRACTS	33
65.0	FRAUDULENT PRACTICES.....	34
66.0	TERMINATION	34
67.0	PROMOTION TO MSEs	37
68.0	PROJECT SCHEDULING & MONITORING.....	38
68.1	The following Schedules/documents/reports shall be prepared and submitted by the Contractor for review/approval at various stages of the Contracts.....	38
68.2	Overall Project Schedule.....	38
68.3	Progress Measurement Methodology	38
68.4	Functional Schedules.....	38
68.5	Project Review Meetings.....	38
68.6	Progress Reports.....	39
69.0	WORKS CONTRACT	40
70.0	COMPUTERISED CONTRACTOR'S BILLING SYSTEM	40
71.0	PAYING AUTHORITY	40
72.0	PLANNING AND DESIGNING IN PURVIEW OF VULNERABILITY ATLAS OF INDIA:.....	41
73.0	POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT (DMI&SP):.....	41
74.0	POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PPLC)....	41
75.0	OIL BANK DETAILS	42
76.0	ERROR/NON SUBMISSION OF TAXES & DUTIES (IGST/ CGST/ SGST):	42

ANNEXURES TO SCC:

APPENDIX-A	:	TAXES AND DUTIES
ANNEXURE-I	:	CONDITIONS FOR ISSUE AND RECONCILIATION OF MATERIALS
ANNEXURE-II	:	MINIMUM CONSTRUCTION EQUIPMENTS TO BE MOBILIZED BY THE CONTRACTOR
ANNEXURE-III	:	CALIBRATION REQUIREMENTS OF MONITORING AND MEASURING DEVICES AT CONSTRUCTION SITES
ANNEXURE-IV	:	KEY CONSTRUCTION MANPOWER
ANNEXURE-V	:	QUALIFICATION AND EXPERIENCE OF KEY SUPERVISORY PERSONNELS
ANNEXURE-VI	:	MODE OF MEASUREMENT
ANNEXURE-VII	:	TERMS OF PAYMENT
ANNEXURE-VIII	:	STEEL VARIATION
ANNEXURE-IX	:	QUALITY MANAGEMENT SYSTEM
ANNEXURE-X	:	OISD 192 & 207 AND HEALTH, SAFETY & ENVIRONMENT MANAGE
ANNEXURE-XI	:	MAKE OF MATERIALS
ANNEXURE-XII	:	APPROVAL OF SUB-CONTRACTOR

ANNEXURE-XIII	:	SPECIFICATION FOR DOCUMENTATION REQUIREMENTS FROM CONTRACTORS
ANNEXURE-XIV	:	POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT (DMI&SP)
ANNEXURE-XV	:	POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PPLC)

1.0 GENERAL

- 1.1 Special Conditions of Contract shall be read in Conjunction with the General conditions of Contract, specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires.
- 1.2 Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.4 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.5 The materials, design, and workmanship shall satisfy the relevant Indian Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.6 In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence :
- i) Contract Agreement
 - ii) Detailed Letter of Acceptance along with Statement of Agreed Variations.
 - iii) Fax / Letter of Intent / Fax of Acceptance.
 - iv) Schedule of Rates as enclosures to Detailed Letter of Acceptance.
 - v) Job / Particular Specifications.
 - vi) Drawings
 - vii) Special Conditions of Contract.
 - viii) Technical / Material Specifications.
 - ix) Instruction to Bidders
 - x) General Conditions of Contract.
 - xi) Indian Standards
 - xii) Other applicable Standards
- A variation or amendment issued after the execution of the formal contract shall take precedence over respective clauses of the formal contract and its Annexures.
- 1.7 It will be the Contractor's responsibility to bring to the notice of Engineer-in-Charge any irreconcilable conflict in the contract documents before starting the work (s) or making the supply with reference which the conflict exists.
- 1.8 In the absence of any Specifications covering any material, design of work (s) the same shall be performed / supplies / executed in accordance with Standard Engineering Practice as per the instructions / directions of the Engineer-in-Charge, which will be binding on the Contractor.
- 1.9 The "Employer"/ "Owner" means the OIL INDIA LIMITED (OIL) incorporated in India having its registered office at Duliajan - 786 602, Assam.

2.0 SCOPE OF WORK

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

as per specifications, drawings and instructions of Engineer-in-Charge.

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

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

3.0 **SCOPE OF SUPPLY**

The Contractor shall supply all the materials, instruments, equipments, tools and tackles required for the completion of work in all respect as per the requirement enumerated in Technical Section of Bidding Document, at their sole cost and expense.

4.0 **SUPPLY OF WATER, POWER & OTHER UTILITIES**

No Water and Electricity shall be provided to the Contractor by the Owner. The Contractor shall make his own arrangement for procurement, consumption, maintenance etc. and deposit all charges fee etc. in connection with to the Municipal and other statutory Authorities. There shall be no liability of Owner in this regard.

The Contractor shall keep acoustic DG sets of adequate capacity at different locations to keep the work in progress at his cost.

The CONTRACTOR shall remove all temporary buildings/ facilities etc. from work site immediately after completion of works in all respect.

Notwithstanding above, Construction Water and Electricity, if available, shall be provided by Owner on chargeable basis at a single point as per convenience of the Owner. Further, distribution network shall be arranged by Contractor at his own cost with prior permission of Engineer-in-charge.

4.1 **ACCOMMODATION FOR CONTRACTOR'S SUPERVISORY STAFF AND LABOUR ETC:**

The Contractor shall make his own arrangements for the accommodation of labour, Engineers/Supervisors deputed for carrying out Site Works.

Contractor shall arrange for the necessary transport, accommodation, medical, canteen and other facilities for their employees / staff at their own cost and abide by all labour laws, safety codes and statutory regulations and keep Owner indemnified in respect thereof.

4.2 **LAND FOR CONTRACTOR'S FIELD OFFICE, GODOWN AND WORK SHOP:**

Owner shall provide space for Contractor field office, fabrication yard and storage yard etc. only at site as per availability of land.

Bidder shall visit the site and assess the land availability before submitting the offer.

The Contractor shall remove all temporary buildings / facilities etc. immediately after completion of all works in all respects.

4.3 **DISPOSAL OF SURPLUS EARTH/DEBRIS/ROCKS**

Disposal area shall be provided within the premises of OIL (Inside/Outside the Industrial Area) and distance would not exceed 2 Km from the working site.

4.4 **CRANE/HYDRA**

Shall be in the scope of CONTRACTOR.

5.0 **CONTRACT PERFORMANCE BANK GUARANTEE / PERFORMANCE SECURITY**

Clause no. 10.0 of GCC stands modified to the following extent:

- 5.1 Within 30 days of issuance of LOA/FOA, CONTRACTOR (including MSEs, Public Sector undertakings and other Government bodies) shall submit CPBG for an amount equivalent to 3% of Contract value (excluding GST). CPBG shall require to be submitted for order values more than Rs. 5 Lakh.
- 5.2 The CPBG shall be valid for 3(three) months beyond the Defect Liability Period (DLP).

- 5.3 CONTRACTORS are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Bank Guarantee in OIL's office.
- 5.4 The bank guarantee issued by the bank must be routed through SFMS platform as per following details:

- (a) "MT 760 / MT 760 COV for issuance of bank guarantee
(b) "MT 760 / MT 767 COV for amendment of bank guarantee

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Guwahati Branch, IFS Code – UTIB0000140, Branch Address – Axis Bank Ltd., Guwahati Branch, Chibber House, G.S. Road, Dispur, Assam, Pin – 781005.

- 5.5 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.
- 5.6 The Performance Security will not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Performance Security.
- 5.7 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address and Branch Code.
- 5.8 Failure of the successful Bidder to comply with the requirements of this clause shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 2 (two) years from the date of default.
- 5.9 In the event of Contractor's/Bidder's failure to discharge their obligations under the Contract, the Performance Security shall be encashed and the proceeds thereof shall be forfeited without any further reference to the Contractor/Bidder.
- 5.10 In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the LOA/Contract on the bidder shall be treated as cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such bidder shall be invoked without any further reference.
- 5.11 The Contractor, without any time and cost implication to Owner, shall be responsible for extension/amendment of Bank Guarantee as per amendment to Contract/LOA issued by Owner from time to time.
- 5.12 If it is found that a bidder/Contractor has furnished fraudulent document/ information, the Performance Security shall be forfeited and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, the period of debarment may be enhanced.

6.0 GENERAL OBLIGATIONS OF THE COMPANY

Following stands added after Clause 7.3 of GCC:

- 6.1 OWNER shall provide access of the Site to the Contractor for the execution of the Works. Necessary preliminary works, if required, has to be carried out by the Contractors for access to the site. In the event of delay in transfer of the Site by OWNER to the Contractor, for reasons not attributable to the Contractor, the Contractor shall only be entitled to a reasonable extension of the Time for Completion. The Contractor shall take all necessary precautions to ensure that no damage is caused to any building or establishment within the Site. The Contractor shall be liable for any loss suffered by OWNER on account of damage to the Site or any building or establishment within the Site. The Contractor shall ensure that day to day activities of OWNER are not hampered because of Works executed by the Contractor. The Contractor shall ensure that until the issuance of the Completion Certificate (OWNER shall start operations from COD upon completion of the Trial Operations), by OWNER, OWNER's Personnel, their representatives and assignees shall have the right to visit the Site at any time and inspect or audit the Contractor's books and records relating to the execution and completion of the Works.
- 6.2 Without prejudice to Clause above, the Contractor agrees that the Site will be handed over to the Contractor in stages with a view that the Contractor shall plan the Works in a manner so as

to achieve Completion in a sequential manner, without affecting the Time for Completion and without starting all the Works at the same time. To this end, within 28 (twenty eight) Working Days from the Effective Date, the Contractor shall finalize, in agreement with the Engineer-in-Charge, sequential requirement of the Site, taking into account the other works concurrently being undertaken by OWNER at or about the Site or on the performance of which depends the Contractor's performance of the Works.

7.0 TIME SCHEDULE

- 7.1 The work shall be executed strictly as per time Schedule mentioned in the Letter Inviting Bid (LIB) / Notice for Invitation for Bids (IFB). The period of completion given includes the time required for mobilization as well as testing, commissioning, rectifications, if any, retesting and completion in all respects to the entire satisfaction of the Engineer-in-Charge and handing over to Owner / EIL.
- 7.2 The Engineer-in-Charge and Contractor will prepare a joint programme of execution of work. This programme will take into account the time of completion mentioned above.
- 7.3 Monthly/ weekly construction programme will be drawn up by Engineer-in-Charge jointly with the Contractor based on availability of work fronts and the joint construction programmes. The Contractor shall strictly adhere to this Targets/ Programme.
- 7.4 Contractor shall give every day report on category wise labour and equipment deployed along with the progress of work done on previous day in the proforma prescribed by the Engineer-in-Charge.

8.0 TIME FOR COMPLETION AND PRICE REDUCTION DUE TO DELAY IN COMPLETION

8.1 Time for Completion

Time is the essence of the Contract. The Parties agree and acknowledge that it is of paramount importance that the Works are executed strictly in accordance with the Works Completion Schedule, as may be revised from time to time and completed in accordance with the Specifications, within the Time for Completion.

8.2 Price Reduction due to delay in completion (PRS)

Clause 30.0 of GCC stands deleted and replaced with the following:

- 8.2.1 If the Contractor fails to complete the Works within the Time for Mechanical Completion, (hereinafter referred to as the "starting date for PRS calculation) other than due to an event of Force Majeure or any reason solely attributable to EIL/Owner, then the Contract value shall be reduced by 0.5% (Half percent) per week of delay or part thereof subject to a maximum deduction of 7.5% (Seven point five percent) of the Contract Value (excl. GST). After any adjustments made to the Contract value pursuant to this Clause, if any amount is due to Owner from the Contractor, then such amount will either be set-off against any amount due or that becomes due to the Contractor or be recovered by invoking the Contract Performance Bank Guarantee.

The decision of the Engineer-in-Charge in regard to applicability of price reduction shall be final and binding on the Contractor.

- 8.2.2 Price Reduction as per above shall not relieve the Contractor from its obligations to complete the Works and the Facilities, or from any of its other duties, obligations or responsibilities under the Contract. The Contractor shall use and continue to use its best endeavour to avoid or reduce further delay to the Works, or the issue of the Completion Certificate.
- 8.2.3 It is specifically acknowledged that the above provisions constitute purely a provision for price adjustment and/or fixation and are not to be understood or construed as a provision for liquidated damages or penalty under Section 74 of the Indian Contract Act, 1872 or otherwise.
- 8.2.4 Application of price reduction under this Clause shall be without prejudice to any other right of Owner, including the right of termination under Clause 44.0 of GCC and 66.0 of SCC and associated clauses thereunder.

9.0 DRAWINGS AND DOCUMENTS

- 9.1 The drawings accompanying the bid document (if any) are of indicative nature and issued for bidding purpose only. Purpose of these drawing is to enable the bidder to make an offer in line with the requirements of the Owner/Consultant. However no extra claim whatsoever, shall be entertained for variation in the "Approved for Construction" and "Bid document drawings" regarding any changes/units. Construction shall be as per drawings/specifications issued /

approved by the Engineer-in-Charge during the course of execution of work. Detailed construction drawings (wherever required) on the basis of which actual execution of work is to proceed will be prepared by the contractor.

9.2 The drawings and documents to be submitted by the Contractor to Owner/Consultant after award of the work as per the requirements enlisted in the bidding document shall be for Owner/Consultant's review, information and record. The Contractor shall ensure that drawings and documents submitted to Owner/Consultant are accompanied by relevant calculations, data as required and essential for review of the document/ drawings. EIL shall review the drawings/ documents within three weeks from the date of submission provided the same are accompanied by relevant calculations, data as required and essential for review.

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

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

9.5 Copies of all detailed working drawing relating to the works shall be kept at the contractors' office at the site and shall be made available to the Engineer-in-charge/ Owner/Consultant at any time during execution of the contract. However no extra claim what so ever shall be entertained for any variation in the "approved/issued for construction drawings" and "tender drawings" regarding any changes/units unless otherwise agreed.

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

9.7 **Data Provided by Owner**

9.7.1 Owner/EIL has made available to the Contractor all the relevant data in Owner/EIL's possession on hydrological and subsurface conditions relating to the Site. The accuracy or reliability of the data/studies/reports and of any other information supplied at any time by Engineer-in-Charge is not warranted and the Contractor shall be solely responsible for the consequences of its interpretation of all such data/studies/reports. The Contractor shall conduct further investigations considered necessary by it at its own Cost and any error or discrepancies, if found in the data made available by Owner/EIL at any stage shall not constitute ground for extension of the Time for Completion or any monetary claim.

9.7.2 The Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the execution of the Works.

9.7.3 The Contractor shall be deemed to have inspected and examined the Site, its surroundings, the studies/reports/data mentioned above and other available information with respect to the viability of its design and the execution of Works and satisfied itself by careful examination before submitting its Bid.

9.7.4 The Site shall be handed over to the Contractor free from any encroachment and the Contractor shall satisfy itself to such effect prior to taking over the Site for the execution of the Works. It is clarified for the avoidance of doubt that after handing over of the possession of the Site or part of the Site, it shall be the sole obligation of the Contractor to ensure that the Site or part of the Site handed over remains free from any encroachment or squatters and the Contractor shall take all necessary steps at its Cost and expense to give effect to its obligations under this Clause.

10.0 FREE ISSUE MATERIALS

10.1 If OWNER has undertaken in the Bidding Documents to procure and supply Free Issue Materials, the supply of Free Issue Materials to the Contractor shall be on the following terms and conditions:

- (a) Deliveries shall be either from the storage of OWNER or from the factory/storage of a supplier designated by OWNER or from nearest suitable railhead or other point(s) of

collection as may be determined by OWNER taking into account the source(s) of supply of the Free Issue Materials.

- (b) It shall be the responsibility of the Contractor at his own risks and Costs to take delivery of the Free Issue Materials from the stores, factory, railhead or other collection point, as the case may be, and to arrange for its loading, transportation to the Site and unloading at the Site or other place of storage. The Contractor shall in taking delivery ensure compliance with any conditions for delivery applicable to deliveries from OWNER's or supplier's factory/stores or railways or other transporters concerned, and shall be exclusively responsible to pay and bear any demurrage or penalty or other charges payable by virtue of any failure or delay by the Contractor in lifting the supplies and/or any failure by the Contractor to observe the conditions of supply as aforesaid, and shall keep OWNER/EIL indemnified from and against all consequences thereof.
- (c) The Contractor shall inspect the Free Issue Materials supplied to it at the time of taking delivery thereof and satisfy itself of the quality, quantity and condition thereof prior to taking delivery and OWNER/EIL shall not be liable for any claims or complaints whatsoever in respect of quality, quantity or conditions of the Free Issue Materials once the Contractor has taken delivery thereof.
- (d) The Contractor shall on receiving and opening the packing cases or other packaging of Free Issue Materials on behalf of OWNER/EIL, verify and tally the actual contents with the packing list and bring any discrepancies to the notice of the Engineer-in-Charge. The Contractor shall also sort out and segregate and hand over to OWNER's stores, the instruction manuals, operation and maintenance manuals, special maintenance tools, erection spares, commissioning spares, and maintenance spares and other extras, if received with the main equipment. The erection spares may be got issued from OWNER's stores if required, after getting authorization from the Engineer-in-Charge. The commissioning spares may be got issued from OWNER's stores, if commissioning is included in the Contractor's scope.
- (e) The Free Issue Materials supplied or procured by OWNER shall be utilized by the Contractor only for incorporation in the Permanent Works and even so shall not unless specifically authorized by OWNER/EIL in this behalf, be utilized for manufacturing any item(s) which can be obtained in finished form from standard manufactures.
- (f) The Contractor shall furnish to the Engineer-in-Charge sufficiently in advance a detailed statement showing his requirement of the types and quantities of Free Issue Materials agreed to be supplied by OWNER, indication of the time when relative types and quantities thereof shall be required by it for the Works so as to enable OWNER/EIL to verify the quantities of Free Issue Materials specified by the Contractor and to enable OWNER/EIL to make arrangements for the supply thereof.
- (g) OWNER/EIL shall not be responsible for any delay in the supply of any Free Issue Materials supplied or procured or agreed to be supplied or procured by OWNER, and no such delay or failure shall anyway render OWNER/EIL liable for any claim for damages or compensation by the Contractor notwithstanding that an increase in the time of performance of the contract be involved by virtue of such delay and notwithstanding any labour, machinery or equipment brought upon the Site by the Contractor for the performance of the Work being rendered idle by such delay or failure, provided that if such delay shall in the opinion of the Contractor, necessitate an extension of Time For Completion, the provisions relating to extension of time and associated provisions thereof shall apply.
- (h) The Contractor shall maintain a day to day account of all Free Issue Materials supplied to it by OWNER/EIL indicating the daily receipt(s), consumption and balance(s) in hand of each Free Issue Material and category thereof. Such account shall be maintained in such form (if any) as shall be prescribed by the Engineer-in-Charge and shall be supported by all documents necessary to verify the correctness of the entries in the account. Such account shall be maintained at the Contractor's office at the Site, and shall be open for inspection and verification (by verification of documents in support of the entry as also by physical verification of the stocks) at all times by the Engineer-in-Charge without notice and for this purpose the Engineer-in-Charge shall be permitted and enabled without obstruction to enter into any godown or other place or premises where the Free Issue Materials or any part thereof shall be stored and to inspect the same and to take by himself and/or through his representative(s) an inventory thereof.

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- (i) All Free Issue Materials supplied by OWNER shall be taken delivery of, held, stored and utilized by the Contractor as trustee of OWNER and delivery of Free Issue Materials to the Contractor shall constitute an entrustment thereof by OWNER/EIL to the Contractor, with the intent that any utilization, application or disposal thereof by the Contractor otherwise than for incorporation in the Permanent Works in terms hereof shall constitute a breach of trust by the Contractor.
- (j) The Contractor shall hold and store any Free Issue Materials supplied by OWNER only at such place and/or premises as may be approved by the Engineer-in-Charge, provided that no such approval shall absolve the Contractor in whole or part of his full liabilities in respect of such Free Issue Material, and the Contractor shall be and remain responsible at all times at his own risk and cost to ensure that the Free Issue Materials supplied by OWNER is/are retained at all times in premises that are air and water tight and otherwise suitable for the storage of the concerned Free Issue Materials so as to prevent damage or deterioration for any cause whatsoever or theft or other loss, and shall arrange such watch and ward therefore as shall be necessary to ensure the safety thereof.
- (k) The Engineer-in-Charge may at his discretion require that all premises in which any Free Issue Materials supplied by OWNER are stored, shall be double locked with the keys to one lock retained by Engineer-in-Charge or his representative and the other with the Contractor with the intent that all issues of OWNER supplied Free Issue Materials shall be with concurrence of the Engineer-in-Charge or his representative, as the case may be, provided that any such double-locking and/or concurrence as aforesaid shall be an additional precaution and shall not anyway absolve the Contractor of his full liabilities or responsibilities in respect of such Free Issue Materials.
- (l) **The Free Issue Materials supplied by OWNER shall be insured by OWNER against normal risks during transit, storage and erection.** The Contractor shall, however, be responsible forthwith to make and pursue on behalf of OWNER any and all claims under the policy(ies) and to fulfill all formalities required to obtain payment thereunder and/or to assist OWNER/EIL in making or pursuing any such claim(s) and/or in obtaining payment thereunder.
- (m) Wherever the Contractor is required to take out any material supplied by OWNER to a location outside the Plant premises, the Contractor shall be required to take out at his own Cost and initiative and keep in force at all times during the pendency of the Works, policy(ies) of insurance against the risks of fire, lightning, earthquake, riot, strike and theft and against any other damage or loss, for the full value (on reinstatement value basis) of the Free Issue Materials lying in the Contractor's custody and/or storage pending utilization/incorporation in the Permanent Work and during incorporation in the Permanent Work. The insurance shall be kept valid till the Completion of the Works and till the Free Issue Materials is duly accounted for to the satisfaction of OWNER/EIL. **Approximate value of Free issue materials for the subject Tender is INR 398 Crore.**
- (n) Such insurance policy(ies) shall be in the joint names of OWNER and the Contractor with exclusive right of OWNER to receive all money(ies) due in respect of such policy(ies), and with right in OWNER (but without obligation to do so) to take out and/or pay the premium for any such policy(ies) and deduct the premium and any other costs and expenses in this behalf from the money(ies) for the time being due to the Contractor.
- (o) Notwithstanding anything stated above, it shall be the responsibility of the Contractor to lodge with insurers and follow up claim(s), if any, under any policy(ies) of insurance aforesaid, and nothing herein provided shall absolve the Contractor from his full liabilities under the provisions of this clause and associated provisions hereof.
- (p) Where the Free Issue Materials are being stored within the battery area under the security and gate-pass control of OWNER/EIL and are covered by the Overall Storage-cum-insurance Policy taken by OWNER for the Works, OWNER may, **at his sole discretion, permit** the Contractor to furnish an Indemnity Bond in the proforma prescribed by OWNER, for the entire value of OWNER supplied Free Issue Materials and for the entire duration during which the Free Issue Materials shall be lying in the storage and custody of the Contractor. **Approximate value of Free issue materials for the subject Tender is INR 398 Crore.**
- (q) No such Insurance(s), as aforesaid, shall absolve the Contractor from his full liabilities hereunder, with the intent that the same shall be held merely by way of additional security and not by way of substitution of liability. The Contractor shall at all times be exclusively

responsible for any and all loss(es), damage(s), deterioration, misuse, theft or other application or disposal of the Free Issue Materials, supplied by OWNER or any of them contrary to the provisions hereof and shall keep OWNER indemnified from and against the same and shall forthwith at his own Cost and expense replace any such Free Issue Materials lost, damaged, deteriorated, misused, stolen, applied and/or disposed as aforesaid, with other equipment or material of equivalent quality and quantity to the extent that the same is not covered by any insurance as above, and if covered, payment under the relative policy(ies) is for any reason not available to OWNER.

- (r) The Contractor shall use the Free Issue Materials supplied by OWNER for incorporation in the Permanent Works, carefully and judiciously with no wastage or the minimum possible wastage, wherever some wastage is inevitable or unavoidable, in any case within the wastage limit, if any, specified by OWNER/EIL in respect of any such Free Issue Materials. For any excess wastage or scrap, due to misuse or injudicious, careless or wrong use of the Free Issue Materials, or in case of loss, damage or deterioration of the Free Issue Materials during storage with the Contractor, as to all of which the decision of the Engineer-in-charge shall be final and binding on the Contractor, the Contractor shall be bound to replace the Free Issue Materials with materials of equivalent quantity and grade, acceptable to OWNER within the time limit specified by OWNER/EIL, and where this is not possible, practicable or advisable, in the opinion of OWNER, which shall be final and binding on the Contractor, OWNER shall be compensated by the Contractor for the loss caused, for the replacement costs, which shall be worked out by OWNER based on the assessed landed cost plus the costs of procurement at 15% (fifteen percent) of the assessed landed costs for OWNER. This amount shall forthwith be remitted by the Contractor within a week of demand made by OWNER, failing which OWNER shall be entitled to recover/adjust the amount demanded from any money(ies) due from OWNER to the Contractor and / or from any security or any other deposits of the Contractor lying with OWNER, under this and/or any other contract, without any further notice to the Contractor. The decisions of OWNER in respect of the actions contemplated in this clause shall be final and binding on the Contractor.
- (s) Notwithstanding anything herein provided and notwithstanding the transfer of all risks in respect of such Free Issue Materials to the Contractor, the ownership in respect of all the Free Issue Materials shall at all times be and remain with OWNER.
- (t) The excess equipment and material and the scrap material generated from the Work, in so far as the Free Issue Materials are concerned, shall be returned to OWNER's Stores. On Completion of the Work, the Contractor shall duly render accounts for the materials and equipment issued by OWNER, to the satisfaction of OWNER. Any shortages, losses and/or damages shall be to the Contractor's account and all the conditions stipulated under sub-clause (r) above shall apply in this case also.

10.2 **CONDITIONS FOR ISSUE AND RECONCILIATION OF MATERIALS**

- 10.2.1 Every month, Contractor shall submit an account for all materials issued by Owner in the proforma prescribed by the Engineer-in-Charge. On completion of work the Contractor shall submit "Material Appropriation Statement" for all materials issued by the Owner.
- 10.2.2 Wherever materials are under Contractor's scope of supply whether part or in full for any item of work covered under SOR, no allowances towards wastage/scrap etc. shall be accounted for.
- 10.2.3 The conditions for issue of materials by OWNER, if applicable and reconciliation of such materials shall be as per specification No. 7-82-0001 attached herewith as **ANNEXURE-I** to these Special Conditions of Contract. This shall not be applicable for the materials supplied by CONTRACTOR.

11.0 **CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION**

11.1 **CONSTRUCTION EQUIPMENT**

- 11.1.1 The CONTRACTOR shall without prejudice to his overall responsibility to execute and complete the work as per specifications and Time Schedule, progressively deploy adequate equipment, and tools & tackles and augment the same as decided by Engineer-in-Charge depending on the exigencies of the work so as to suit the construction schedule. Owner shall not supply any construction Equipment. CONTRACTOR to ensure deployment of suitable cranes (if required) and take all safety precautions during execution of work.

- 11.1.2 The Contractor shall comply with minimum requirement of equipment to be mobilized & key construction equipments to be deployed at site. The list is enclosed as **ANNEXURE – II to SCC**.

11.2 **CALIBRATION REQUIREMENTS OF MONITORING AND MEASURING DEVICES AT CONSTRUCTION SITE**

- 11.2.1 Calibration Requirements of Monitoring and Measuring Devices at Construction Site shall be as per document no. 7-82-0002 (enclosed herewith as **ANNEXURE-III to SCC**).

11.3 **SITE ORGANIZATION**

- 11.3.1 Subject to the provisions in the contract document and without prejudice to Contractor's liabilities and responsibilities to provide adequate qualified skilled, semi-skilled and unskilled personnel on the work, contractor shall deploy adequate supervisory personnel as specified in **ANNEXURE – IV to SCC** and further augment the same as decided by the Engineer-in-Charge depending upon the site requirement & the exigencies of work so as to complete all works within the contracted time schedule and without any additional cost to Owner.

- 11.3.2 Qualification and experience of Key Supervisory Personnel to be deployed for this work shall be as per **ANNEXURE-V TO SCC**. Contractor shall submit bio-data of Key Supervisory Personnel meeting the requirement of this Annexure will be reviewed and approved by Engineer-in charge

12.0 **QUANTITIES OF WORK**

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

13.0 **EXTENSION OF TIME**

- 13.1 Without prejudice to, and subject Clause 13.3 below, to the extent that any of the following events cause the Contractor to suffer a delay in the critical path progress of the Works, which in turn prevents the Contractor from completing the Works within the Time for Completion, the Contractor may apply for an extension of the Time for Completion of the Works:

- (a) Occurrence of a Force Majeure event;
- (b) There is delay in handing over the possession of the Site (save and except sequential handing over of Site) to the Contractor not caused due to default of the Contractor;
- (c) Instruction of the Engineer-in-Charge to suspend the Works and the Contractor not being in default;
- (d) Any order of Court restraining the performance of the Contract in full or in any part thereof, unless such order is attributable to any default, breach or non-compliance by the Contractor;
- (e) Due to Owner/EIL's Variation, as specified under clause 15 of SCC;
- (f) Delay in Approval of the Contractor's Document in terms of Clause 9 of SCC;
- (g) Under Clause 10 of SCC due to Owner/EIL's failure to supply the Free Issue Materials, as agreed by Engineer-in-Charge;
- (h) Under clause 16.5 of SCC (Completion) due to taking of possession of the works or any part thereof by engineer-in-charge prior to completion.

- 13.2 Except as specified above, the Contractor shall not be entitled to any extension of the Time for Completion for any reason whatsoever. Provided, notwithstanding anything contained herein above or otherwise, the Contractor shall not be entitled to any extension of time:

- (a) where the instructions or acts of Engineer-in-Charge are necessitated by or intended to

- cure any default of or breach of the terms of the Contract committed by the Contractor;
- (b) where any delay is due to:
- (i) The failure of its Subcontractor, to commence or to carry out the part of the Works in due time; or
 - (ii) Non-availability, or shortage of Contractor's Equipment, Manpower, labour, utility services, Plant and Goods and Materials; or
 - (iii) Inclement weather conditions.
 - (iv) Non fulfilment of statutory requirements.
- 13.3 The Contractor shall, as soon as reasonable practicable and in any event within 7 (seven) days, after the Contractor knew or ought reasonably to have known of its occurrence of any of the events specified in Clause 13.1 above, provide to Owner/EIL, in writing, the full particulars of such event and the probable material adverse effect that such event is likely to have on the performance of its obligations under the Contract.
- 13.4 Any notice issued pursuant to Clause 13.3 above shall include full particulars of:
- (a) The nature and extent of each such event which is the subject of any claim for relief under Clause 13.3 above with evidence in support thereof;
 - (b) The estimated duration and the effect or probable effect which such event is having or shall have on the Contractor's performance of its obligations under the Contract;
 - (c) The measures which the Contractor is taking or proposes to take, to alleviate the impact of such event; and
 - (d) Any other information relevant to the Contractor's claim.
- The Engineer-in-Charge shall not consider any claim for relief from the Contractor, if the Contractor fails to comply with the provisions of Clause 13.3 above and this Clause.
- 13.5 The Parties agree and acknowledge that:
- (a) the Contractor shall constantly use its reasonable endeavours to prevent and/or minimise delay in the progress of the Works, howsoever caused, and to prevent delay in the performance of Works beyond the Works Completion Schedule and the Contractor shall not be entitled to an extension of the Works Completion Schedule in respect of any cause of delay nor for any period of delay which by the exercise of reasonable endeavours could be avoided or reduced (to the extent that such delay could have been reduced). The onus of proving that the Contractor has exercised all reasonable endeavours, and that despite such endeavours, the delay could not be avoided or reduced, shall in all cases rest with the Contractor;
 - (b) the Contractor shall not under any circumstances be entitled to an extension of the Works Completion Schedule where the delay or likely delay is, or would be, attributable to the default, breach, negligence, improper conduct or lack of endeavour of the Contractor or any persons for whom it is contractually or otherwise responsible for and further the Contractor shall not be entitled to an extension of the Time for Completion where delay arises as a consequence of the termination of a Sub-contractor's employment by the Contractor;
 - (c) if there are two or more concurrent causes of delay and only one of those concurrent causes is a delay which would entitle the Contractor to an extension of the Works Completion Schedule, the Contractor would not be entitled to an extension of the Works Completion Schedule for the period of that concurrence;
 - (d) it is a further condition precedent to the Contractor's entitlement to an extension of the Works Completion Schedule that the critical path progress of the Works is affected in a manner which might reasonably be expected to result in a delay to the Contractor in the performance of the Works as per the Works Completion Schedule; and
 - (e) no relief shall be granted to the Contractor to the extent that any failure or delay in the performance of the Works by the Contractor, would nevertheless have been experienced by the Contractor, had an event of Force Majeure or other relevant event(s) specified in Clause 13.1 above entitling the Contractor to otherwise claim an extension of time, not occurred.
- 13.6 If the delay in the completion of the Works or a portion thereof, for which an earlier completion period is stipulated, is due to the Contractor's failure or fault, and the Engineer-in-Charge is of the view that the remaining Works can be completed by the Contractor in a reasonable and acceptable short time, then Owner/EIL may allow the Contractor an extension of the Time for

Completion at its discretion with or without PRS as it may decide.

- 13.7 **The extension of time shall be the sole remedy of the Contractor for any cause or event of delay mentioned in Clause 13.1 above or elsewhere in the Contract and other than as provided in the Contract, the Contractor shall not be entitled to claim any damages or compensation in addition to or in lieu of such extension of time.**

14.0 ALTERATION IN SPECIFICATIONS, PLANS, DRAWINGS AND DESIGNS, EXTRA- WORKS/ CHANGE OF QUANTITIES

- 14.1 The WORK covered under this CONTRACT having to be executed by the CONTRACTOR on a lumpsum firm price/item rate quoted by him, EIL/OIL will not accept any proposals for changes in VALUE OF CONTRACT or extension in time on account of any such changes which may arise to the CONTRACTOR's scope of WORK as a result of detailed Engineering and thereafter during the execution of WORK. The only exception to this will be a case where EIL/OIL requests in writing to the CONTRACTOR to upgrade the SPECIFICATIONS or the size of any major pieces of equipments, plant or machinery beyond what is normally required to meet the scope of WORK as defined in the CONTRACT DOCUMENT.

In such cases, a change order will be initialled by the CONTRACTOR at the appropriate time for EIL/OIL's prior approval giving the full back-up data for their review and for final settlement of any impact on price within 30 (thirty) days thereafter.

- 14.2 The ENGINEER-IN-CHARGE shall have to make any alterations in, omission from, additions to or substitutions for, the Schedule of Rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the WORK and the CONTRACTOR shall be bound to carry out the such altered/ extra/ new items of WORK in accordance with any instructions which may be given to him in writing signed by the ENGINEER-IN- CHARGE, and such alterations, omissions, additions or substitutions shall not invalidate the CONTRACT and any altered, additional or substituted work which the CONTRACTOR may be directed to do in the manner above specified as part of the WORK shall be carried out by the CONTRACTOR on the same conditions in all respects on which he agreed to do the main WORK. The time of completion of WORK may be extended for the part of the particular job at the discretion of the ENGINEER-IN- CHARGE, for only such alterations, additions or substitutions of the WORK, as he may consider as just and reasonable. The rates for such additional, altered or substituted WORK under this clause shall be worked out in accordance with the following provisions.

I. For Item Rate Contract:

- a) If the rates for the additional, altered or substituted WORK are specified in the CONTRACT for the WORK, the CONTRACTOR is bound to carry on the additional, altered or substituted WORK at the same rates as specified in the CONTRACT.
- b) If the rates for the additional, altered or substituted WORK are not specifically provided in the CONTRACT for the WORK, the rates will be derived from the rates for similar class of WORK as are specified in the CONTRACT for the WORK. The opinion of the ENGINEER-IN- CHARGE, as to whether or not the rates can be reasonably so derived from the items in this CONTRACT will be final and binding on the CONTRACTOR.
- c) If the rates for the altered, additional or substituted WORK cannot be determined in the manner specified in sub-clause (a) and (b) above, then the CONTRACTOR shall, within 7 days of the date of receipt of instruction to carry out the WORK, inform the ENGINEER-IN-CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 15% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.
- d) Where the item of work will be executed through nominated specialist agency as approved by the ENGINEER-IN-CHARGE, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by ENGINEER-IN-CHARGE shall be considered plus 15% (Fifteen percent) to cover all

contingencies, overhead, profits to arrive at the rates.

- e) Provisions contained in the Sub-clause (a) & (d) above shall, however, not apply for the following:-

Where the value of additions of new items together with the value of alterations, additions/deletions or substitutions does not exceed plus (+) 50% or is not less than minus (-) 25% of the VALUE OF CONTRACT, the item rates in the Schedule of Rates shall hold good for all such variations between the above mentioned limits, irrespective of any increase/decrease of quantities in the individual items of Schedule of Rates. Where the value of addition of new items together with the value of alterations, additions/deletions or substitutions reduces more than 25% of the contract value but is within the following limits the tenderer shall be paid compensation for decrease in the value of work, as follows:

S. No.	Range of Variation	Percentage compensation for decrease in the value of work in the respective
a)	Between (-) 25% up to & inclusive of (+) 50%	No increase/decrease applicable for the Schedule of Rates (The rates of the Schedule of Rates shall be valid for this increase/decrease).
b)	Beyond (-) 25% upto & inclusive of (-) 50%	For reduction beyond -25% contractor shall be compensated by an amount equivalent to 10% of the reduction in value of the contract as awarded. For example if the actual contract value is 70% of awarded value then compensation shall be 10% of (75-70) i.e. 0.5% of awarded contract value.

15.0 **VARIATION**

- 15.1 Owner/EIL may at any time during the performance of the Works instruct the Contractor, by issuing a written notice, to carry out a Variation ("Variation Order"); and the Contractor must perform and be bound by a Variation. Owner/EIL shall not propose a Variation which:

- (a) will have a material adverse effect upon the Contractor's ability to cause the Works to meet the Guaranteed Performance Levels upon completion of the Facility;
- (b) is not technically feasible, such feasibility being determined in accordance with Good Industry Practice.

- 15.2 The Contractor may propose to Owner/EIL any Variation which the Contractor considers necessary or desirable to improve the quality, efficiency, reliability, operability, maintainability or safety of the Facility. Owner/EIL may, in its absolute discretion, Approve or reject any Variation proposed by the Contractor. Any Approval must be notified to the Contractor.

- 15.3 Notwithstanding anything contained in above clauses, a Variation made necessary due to any act, omission or default of the Contractor in the performance of its obligations under the Contract will not result in any payment to the Contractor or an increase in the Contract value.

- 15.4 No Variation shall invalidate the Contract. The Contractor agrees that a Variation may involve the omission of any part or parts of the Works and the Contractor agrees that Owner/EIL may engage others to perform that part or parts of the Works which have been omitted. The Contractor further acknowledges that any omission or omissions will not constitute a basis to allege that Owner/EIL has repudiated the Contract no matter the extent or timing of the omission or omissions.

- 15.5 Within 15 (fifteen) days of receipt of the direction from Owner/EIL, the Contractor must prepare and submit to the Engineer-in-Charge a statement setting out:

- (a) detailed particulars of the Variation;
- (b) the work required or no longer required;
- (c) an estimate of the increase or decrease in the Contract value;
- (d) any requisite adjustment to Works Completion Schedule; and
- (e) any proposed modifications to the Contract and/or any effect such Variation would have on the Works and/or on any other provisions of the Contract.

- 15.6 Owner/EIL may accept the offer given or request the Contractor to submit revised estimates.

- 15.7 The valuation of the Variation shall be calculated as follows:
- (a) by agreement by making reference to the cost of similar or analogous work being executed by the Contractor under the Contract; or
 - (b) failing agreement as above, the Engineer-in-Charge will determine the valuation.
In case of any dispute, the same shall be settled in line with clause 42.0 of GCC, pending which the Contractor shall be bound to perform the Works in relation to such varied quantities in accordance with the Contract.
- 15.8 If a Variation results in a reduction of the time required to complete the Works, the Engineer-in-Charge may determine a reasonable reduction and notify the Contractor of the revised Time for Completion and other dates as set out in the Works Completion Schedule.
- 15.9 Quantity of Works
- 15.9.1 In case of item rate contract, the quantities set out in the Price Schedule are estimated quantities for the execution of the Works and such quantities shall not be taken as the actual and correct quantities required for the execution of the Works. The Contractor shall be paid only for the actual quantities of Works executed by it on the basis of the rates set out in the Price Schedule and in accordance with the Payment Schedule and other relevant provisions of the Contract.
- 15.9.2 There shall be no variation in the rates of the items specified in the Price Schedule, unless specifically, mentioned elsewhere in the Bidding Document as a result of any decrease in the total Contract value and the Contractor shall not be entitled for any compensation in this regard.
- 15.9.3 The quantities of the Works stated in the Price Schedule are indicative and as such (in case of item rate tender), the Contractor shall only be entitled to payment in respect of actual quantities of the Works performed by it.
- 15.9.4 The quantities of the Works and the gross value of the Works actually performed by the Contractor as valued on finalisation of all dues to the Contractor is the sole liability of EIL towards the Contractor and the Contractor shall not be entitled to any compensation in addition to such amounts.
- 16.0 COMPLETION**
- 16.1 When the Contractor has successfully completed the total Works as per the scope of Works defined in the Contract and the Specifications and the Facility is ready for commercial operations, the Contractor shall so notify OWNER/EIL in writing.
- 16.2 OWNER/EIL shall, subject to provisions of this clause, within 30 (thirty) Working Days of receipt of a notification:
- (a) inspect the Works and if it is satisfied that the Works are complete in all respects in accordance with the Specifications and free of all Defects, issue a completion certificate to the Contractor ("**Completion Certificate**") and the Works shall be taken over by OWNER/EIL on the date of issue of the Completion Certificate; or
 - (b) if the Engineer-in-Charge is not satisfied that the Works are complete in all respects in accordance with the Specifications or discovers any Defects in the Works, notify the Contractor of the reasons why it considers that the notice given was improperly or prematurely issued and notify the Contractor of:
 - (i) any items of work which are in OWNER/EIL's or the Engineer-in-Charge's reasonable opinion required to render the Facility ready for being taken over; or
 - (ii) any Defects in the Facility which are required to be rectified and following completion such items or, as the case may be, rectification of such Defects, the Contractor shall submit a fresh notice to OWNER/EIL to which the provisions of this Clause shall apply mutatis mutandis.
- 16.3 Notwithstanding anything contained in Clause 16.2, OWNER/EIL shall not issue the Completion Certificate until:
- (a) the Contractor has cleared the Site of all scaffolding, wiring, pipes, surplus materials, Contractor's labour, equipment and machinery, demolished, dismantled and removed all the Contractor's Site offices and quarters and other Temporary Works, structures and constructions and other items and things whatsoever brought upon or erected at the Site and not incorporated in the Permanent Works, removed all rubbish from the Site, cleared

and leveled the Site to the satisfaction of the Engineer-in-Charge and put OWNER/EIL in undisputed custody and possession of the Site, free & clear of all encumbrances and encroachments; and

- (b) the Contractor has submitted the following documents to OWNER/EIL:
- (i) the technical documents according to which the Work was carried out;
 - (ii) complete set of "as-built" drawings showing therein corrections and modifications (if any) made during the course of execution of the Works, signed by the Engineer-in-Charge;
 - (iii) Statement of final levels as set for various works, signed by the Engineer-in-Charge;
 - (iv) Records of the final test as maintained jointly and signed by the representative of the Contractor and the Engineer-in-Charge or Format-III (if Commissioning is not within the Contractor's scope of Work) and Format -V (if Performance Tests are not within the Contractor's scope of Work) and Performance Test certificate issued by the Engineer-in-Charge upon successful completion of the Performance Tests (if Performance Tests are within the Contractor's scope of Work).;
 - (v) Item-wise list of surplus materials including the quantity & estimated value of each surplus item (out of the Free Issue Materials or materials brought on the Site by the Contractor) returned to OWNER/EIL's or otherwise disposed of, duly signed by the Engineer-in-Charge;
 - (vi) Materials-at-site accounting for the Free Issue Materials supplied to the Contractor under the Contract, signed by the Engineer-in-Charge;
 - (vii) Discharge in respect of OWNER/EIL supplied equipment and machinery, signed by the Engineer-in-Charge; and
 - (viii) Declaration by the Contractor that it has duly cleared any and all of the dues payable by it to its labourers, employees, piece rate workers (PRWs), and other personnel, Sub-contractors, suppliers, vendors, Income Tax, GST, customs duty, provident fund, employees state insurance (ESI) and royalties, or other amounts payable under any Applicable Law (if any).

16.4 Upon the issuance of the Completion Certificate, OWNER/EIL shall take over the possession, care, custody and control thereof from the Contractor.

16.5 Notwithstanding anything to the contrary contained in the Contract, the Engineer-in-Charge shall have the right to take possession of or use any completed or partially completed Work or part of the Works. Such possession or use shall not be deemed to be an acceptance of any Works. If such prior possession or use by the Engineer-in-Charge delays the progress of Work, equitable adjustment in the Time for Completion shall be made in accordance with Clause 13 of SCC (Extension of Time).

17.0 DEFECT LIABILITY PERIOD

17.1 The Defect Liability Period shall be a period of **12 (twelve) months** from the date of Completion mentioned in the Completion Certificate.

17.2 The Contractor warrants that during the duration of the Defect Liability Period, the Works shall be free of all Defects.

17.3 If, during the Defect Liability Period, any Defects are discovered in the Works or any part thereof; or the Works or any part thereof fails to meet the Guaranteed Performance Levels, OWNER/EIL will notify the Contractor of such Defects or failure. Upon receipt of such notice, the Contractor shall promptly repair or replace such Work (including any necessary uncovering, covering and recovering) in accordance with the Contract, Good Industry Practices and Applicable Laws. At OWNER/EIL's option and Contractor's expense, OWNER/EIL shall have the right to provide labour in connection with such repair or replacement to the extent that such labor can be provided by OWNER/EIL's then-current permanent employees working at during normal working hours. The Contractor shall provide for all additional labor required for such repair or replacement and shall bear all Costs and expenses associated with repairing or replacing any Work, including costs incurred by OWNER/EIL in relation to providing labor, employees and personnel for any such repairs or replacement. Upon completion of any repair or replacement work, the Contractor shall, at its own expense, and with OWNER/EIL's coordination and Approval, perform such tests as necessary to demonstrate that pursuant to

cure of Defects under this Clause, the Works meet the Guaranteed Performance Levels.

- 17.4 If the Contractor fails to rectify any Defects in the Work during the Defect Liability Period, OWNER/EIL (at its sole discretion) may:
- (a) Carry out the work itself or by others, in a reasonable manner at the risk and Cost of the Contractor; In addition to the costs, OWNER/EIL shall be entitled to claim 15% (fifteen percent) of such costs towards the genuine pre-estimated damages suffered by OWNER/EIL; or
 - (b) If the Defect or damage is such that OWNER/EIL has been deprived of substantially the whole of the benefit of the Works or part of the Works, terminate the Contract in respect of such parts of the Works as cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, OWNER/EIL shall then be entitled to recover all sums paid for such parts of the Works together with the cost of dismantling the same, clearing the Site and returning Goods and Materials to the Contractor.
- 17.5 If the Defect or damage is such that it cannot be remedied expeditiously on the Site and if OWNER/EIL gives consent, the Contractor may, remove from the Site for the purpose of repair any part of the Works, which is defective or damaged. The consent may require the Contractor to increase the amount of Contract Performance Bank Guarantee by the full replacement cost of items which are to be replaced or to provide other appropriate security acceptable to OWNER/EIL.
- 17.6 If the repair or remedy of any Defect or damage is such that it may affect the performance of the Works, OWNER/EIL may, within 30 (thirty) Working Days after such repair or remedy, require that certain tests be repeated as may be necessary to demonstrate compliance with the Guaranteed Performance Levels.
- 17.7 If any part of the Works has been replaced, renewed or repaired during the Defect Liability Period, the Defect Liability Period in respect of such replaced, renewed or repaired part shall be for a further period of 12 (twelve) months from the date on which such replacement, renewal or repair has been completed to the satisfaction of the Engineer-in-Charge and so on. Such further extended period(s) shall be called "Extended Defect Liability Period". **However, in any case, cumulative extensions in defect liability period shall not exceed 2 (two) years from the date of issuance of completion certificate.**

18.0 FINAL COMPLETION CERTIFICATE

- 18.1 Upon the expiry of the Defect Liability Period (or Extended Defect Liability Period, as applicable), but subject to there being no outstanding obligation of the Contractor to rectify the defects notified during such period, OWNER/EIL shall issue the Final Completion Certificate to the Contractor ("Final Completion Certificate"). The Contract shall not be considered to have been completed until the Final Completion Certificate has been signed by OWNER/EIL and delivered to the Contractor, stating the date on which the Contractor has completed its obligations under the Contract. Only the Final Completion Certificate shall be deemed to constitute Approval of the Works by OWNER/EIL.

19.0 TRANSFER OF TITLE AND RISK

- 19.1 In general all capital items shall be supplied by Owner as Free Issue Material. Title transfer of all other consumables, i.e., Materials not sold & supplied to Owner shall take place after completion and hand over of works to the Owner as per specification of the Contract.

20.0 TAXES, DUTIES AND LEVIES

- 20.1 **Clause No. 12.0 and 39.0 of GCC**, as applicable, regarding Taxes & Duties is partially modified to following extent as stipulated under attached **Appendix-A to SCC**.

20.2 DOCUMENTATION REQUIREMENT UNDER GST

Notwithstanding anything to the contrary elsewhere provided in the Annexure-A to SCC:

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

Any invoice issued under GST shall contain the following particulars-

- a) Name, address and GSTIN of the supplier of service;
- b) Serial number of the invoice;
- c) Date of issue;

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

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of advance taken along with particulars as mentioned in clause 20.2 (a), (b), (c), (d), (f), (g), (j), (k), (l), (m) & (n). Receipt issued by vendor should meet the requirement of GST Laws.

21.0 FIRM PRICES

- 21.1 The quoted price shall remain firm and fixed till the completion of work in all respect except for provisions specified in the bidding document.
- 21.2 The Prices shall be firm and fixed on account of FE variation.
- 21.3 In case of item rate Tenders, price variation shall be provided in line with the **ANNEXURE – VIII to SCC [for applicability, Refer BDS]**.

22.0 CONTRACT VALUE

- 22.1 In consideration of the full and complete discharge of the Contractor's obligations under the Contract, OWNER shall pay to the Contractor the Contract value at the time and in the manner set forth in the Payment Schedule, subject to such deductions and adjustments as may be permissible under the Contract.
- 22.2 For Item Rate Contract
 - 22.2.1 The Contract value shall be deemed to include but not limited to following, as required for completing the works in all respect and handing over to OIL:
 - (a) all costs, expenses, outgoings and liabilities of every nature and description and all risks whatsoever to be taken or which may occur in relation to the acquisition, loading, unloading, transporting, storing, fabricating any Plant, equipment or system or the execution, completion, testing, commissioning and/or handing over of the Facility to OWNER;
 - (b) cost of all construction, Plant, Goods and Materials and all other items, materials and things required for incorporation in the Permanent Works or otherwise in execution of the Works, including cost of procuring Contractor's Equipment, supply of water and power, construction of Temporary Works/ Facilities, temporary roads, cost of labour, spares, fuel, stores and supplies to be provided or arranged in connection with the execution of the Works;
 - (c) cost of all Drawings and Designs, Contractor's Documents, plans, models, studies and other documents required to be prepared and furnished by the Contractor under the Contract;
 - (d) cost of mobilisation including, mobilisation of vehicles, machinery, equipment, tools, consumables and other items, goods and personnel necessary to commence the execution of the Works;
 - (e) cost of all Taxes, other than to the extent payable extra;
 - (f) cost of all rents, royalties, licenses, permits, permissions and other fees, duties, penalties, levies and damages payable on the performance of the Works including, the excavation, removal or transportation of any material or acquisition or use of any right of way or other rights, permits or privileges in connection with the performance of the Works;
 - (g) cost of all insurance(s) (including insurance premium) required to be obtained and

maintained by the Contractor in terms of the Contract;

- (h) cost of all inspections, tests and cost of items, instruments and/or tools required to conduct such inspections or tests;
- (i) cost of all escalations including, Taxes, labour costs, cost of materials and other inputs;
- (j) cost of supervision, establishment overheads and financing;
- (k) cost of all Contractor's indemnities under the Contract; and
- (l) cost of all deductions, discounts, adjustments and withholdings whatsoever under or in connection with the Contract.

23.0 MEASUREMENT OF WORKS

- 23.1 In addition to the provisions of relevant clause of GCC and associated provisions thereof, the provisions of **ANNEXURE-VI to SCC** shall also apply.

24.0 MOBILIZATION & SECURED ADVANCE

- 24.1 Not Applicable

25.0 TERMS OF PAYMENT

- 25.1 Basis and terms of payment for making "On Account Payment" shall be as set out in **ANNEXURE-VII to SCC**.
- 25.2 Invoices to be raised on "OIL INDIA LTD" and Payments shall be released by Oil India Ltd, Guwahati.

26.0 RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCE

- 26.1 All running account payments shall be regarded as payment by way of advance against the final payment only and not as payments for WORK actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the CONTRACT, or any part thereof, in this respect, or of the occurring of any claim by the CONTRACTOR, nor shall it conclude, determine or affect in any way the powers of the OWNER under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the CONTRACT. The final bill shall be submitted by the CONTRACTOR within one month of the date of physical completion of the WORK, otherwise, the ENGINEER-IN-CHARGE's certificate of the measurement and of total amount payable for the WORK accordingly shall be final and binding on all parties.

27.0 FINAL PAYMENTS

Clause 27.0 of GCC stands modified to the following extent:

- 27.1 Within 15 (fifteen) days after receipt of the Completion Certificate, the Contractor must submit a payment claim and endorse it as the "Final Bill". The Contractor must include in that claim:
- (a) statements for the Contract value, summarising and reconciling all previous payments made by OWNER and adjustments in the Contract value; and
 - (b) any further sums which the Contractor considers to be due to it under the Contract.
- 27.2 Except as provided in Clause 27.4 below, within 90 (ninety) Business Days after the receipt of the Final Bill complete in all respects in accordance with the Contract, OWNER shall pay to the Contractor the amount mentioned in the Final Bill and certified by the Engineer-in-Charge, less any disputed amounts, subject to OWNER's right to set off against amounts due from the Contractor. If the amount that the Contractor owes to OWNER is greater than the amount mentioned in the Final Bill and certified by the Engineer-in-Charge, then the Contractor must pay the excess amount which is a debt due and payable to OWNER within 90 (ninety) days after OWNER's receipt of the Final Bill.
- 27.3 After the expiry of the 15 (fifteen) days period referred to in Clause 27.1 above, a claim which the Contractor was entitled to make, but has not made in the Final Bill, is barred and the Contractor waives any right to bring such a claim.
- 27.4 The amount certified in the Final Bill will not become due under Clause 27.2 above until the Contractor submits to OWNER:

- (a) a certificate of release certifying that the Contractor waives all rights to bring any claims which the Contractor is entitled to make, but which are not included in the Final Bill;
- (b) if requested by OWNER, other data establishing payment or satisfaction, including receipts, releases, and waivers as may be required by OWNER;
- (c) a confirmation from the Contractor that there has been no Change of Law that it has not notified OWNER which may result in a reduction in the Contract value; and
- (d) any and all outstanding documentation required to be given to OWNER by the Contractor.

27.5 **DIGITAL PAYMENTS**

In order to encourage and facilitate digital payments, CONTRACTOR has to ensure that all payments to Workmen, further Sub-Contractors / Suppliers of Materials & Services are made in form of e-payment only, as per due dates, wherever applicable.

The CONTRACTOR has to ensure timely payment of wages through e-payment only.

CONTRACTOR shall ensure that all its personnel deployed under this contract have obtained additional insurance coverage through the participating banks and submit the proof of such insurance coverage to the satisfaction of EIL/OIL. The Cost of the insurance premium amount for both the above schemes shall be borne by the CONTRACTOR giving evidence/ proof to EIL/OIL in this respect and CONTRACTOR shall suitably consider the same in their bid.

Details of these schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in the subsequent years.

28.0 **STATUTORY APPROVALS**

- 28.1 Obtaining statutory approvals, required as defined in Contractor's scope under Technical Scope of work, shall be the responsibility of the Contractor. Contractor shall arrange the inspection of the works by the authorities and necessary co-ordination and liaison work in this respect. The application on behalf of the Employer for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction/commissioning of the work is not delayed for want of the approval/inspection by concerned authorities.
- 28.2 Statutory fees paid, if any, (or all such inspections and approvals by authorities) shall be deemed to be included in the quoted prices, if not specified otherwise.
- 28.3 Any change/ addition required to be made to meet the requirements of the statutory authorities shall be carried out by the contractor free of charge. The inspection and acceptance of the work by statutory authorities shall however, not absolve the contractor from any of his responsibilities under this contract.
- 28.4 All statutory approvals other than specified under clause 28.1 above shall be obtained by Employer and provided to the Contractor.

29.0 **TESTS AND INSPECTION**

- 29.1 The Contractor shall carry out the various tests as enumerated in the technical specifications of this bidding document and the technical documents that will be furnished to him during the performance of the work.
- 29.2 All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by Contractor at his own cost.
- 29.3 The work is subject to inspection at all times by the Engineer-in-Charge. The contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this bid document, the technical documents and the relevant codes of practice will be furnished to him during the performance of the work.
- 29.4 The Contractor shall provide for purposes of inspection access ladders, lighting and necessary instruments at his own cost.
- 29.5 Any work not conforming to execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carryout the rectifications at his own cost.
- 29.6 All results of inspection and tests will be recorded in the inspection reports, proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents.

- 29.7 For materials supplied by Owner, if any, Contractor shall carryout the tests, if required by the Engineer-in- Charge, and the Owner shall reimburse the cost of such tests at actual to the Contractor on production of documentary evidence.
- 29.8 Statutory fees paid to IBR authorities and for repeat tests and inspection due to failures, repairs etc. such reasons attributable to the Contractor shall be borne by the Contractor.
- 29.9 Inspection and acceptance of work shall not relieve the Contractor from any of his responsibilities under this Contract.
- 29.10 **SAMPLES OF MATERIALS**

The CONTRACTOR shall submit to the Engineer-in-Charge samples of all materials/ to be used in the work for approval before bringing bulk supplies and before commencing the work. These approved samples shall be preserved and retained in the custody of the Engineer-in-Charge as standard of materials till the completion of the work. The cost of such samples shall be borne by the CONTRACTOR and nothing shall be payable on this account.

Sub-standard Material/ Work: In case any material/ work is found sub-standard the same shall be rejected by the Engineer-in-Charge and the same shall be removed from the site of work within 48 hours, failing which the same shall be got removed by the Engineer-in-Charge at the risk and cost of the CONTRACTOR without giving any further notice and time.

Testing of Materials: Even ISI marked materials may be subjected to quality test at the discretion of the Engineer-in-Charge besides testing of other materials as per the specifications described for the item/ material. Whenever ISI marked materials are brought to the site of work the CONTRACTOR shall, if required by the Engineer-in-Charge, furnish manufacturer test certificate or test certificate from approved testing laboratory to establish that the material procured by the CONTRACTOR for incorporation in the work satisfy the provisions of IS Codes relevant to the material and/ or the work done.

The CONTRACTOR shall arrange carrying out of all tests required under the agreement through the laboratory as approved by the Engineer-in-Charge. The cost of tests shall be borne by the CONTRACTOR. In addition CONTRACTOR shall establish a laboratory at site of work at his own cost. The laboratory shall be equipped with all necessary equipment as per requirement of specification or as per direction of Engineer-in-Charge. Establishing the laboratory at site shall not absolve the CONTRACTOR from fulfilling the criteria of getting the test done in independent Lab. The decision of the Engineer-in-Charge of allowing any test in the site laboratory or any other laboratory shall be final.

Before execution of finishing items like plaster, flooring & painting etc, the CONTRACTOR shall make samples for finishing items and get the approval well in advance from the Engineer-in-Charge.

Notwithstanding any other provisions in the contract documents for analysis or tests of materials and in addition thereto, the CONTRACTOR shall, if so required by the Engineer-In-Charge or inspection agency in writing at his own risks and costs, analyse, test, prove and weigh all materials (including materials incorporated in the works) required to be analyzed, tested, proved, and / or weighed by the Engineer-In-Charge or inspection agency in this behalf and shall have such analysis or tests conducted by the agency(ies), or authority(ies) if any specified by the Engineer-In –Charge or Inspection agency. The CONTRACTOR shall provide all equipment, labour, materials, and other things whatsoever required for testing, preparation of the samples, measurement of work and / or proof of weighment of the materials as directed by the Engineer-In-Charge or Inspection agency.

If on inspection of proof, analysis or tests as aforesaid the Engineer-In-Charge or Inspection agency is prima facie satisfied that the material received is in conformity with the material requirements of the Bill of materials and description given in the Shipping documents and in the CONTRACTOR's invoices in this behalf and that the test reports / results / certificates given in respect thereof are prima facie in conformity with the relevant result / reports / certificates required in respect thereof in terms of the specifications and / or relevant codes and practices, and that the material appears to be prima facie in good order and condition, the Engineer-In-Charge/TPI agency (in such cases) shall issue to the CONTRACTOR, a certificate of verification and good condition in respect of such material.

Such certificate in such cases is only intended to satisfy the EIL/ OWNER that prima facie the

material supplied by the CONTRACTOR is in order and shall not anyway absolve the CONTRACTOR of his / its full responsibility under the contract in relation thereto including in relation to specification fulfilment and / or performance or other guarantees.

30.0 INSPECTION OF SUPPLY ITEMS / MATERIALS

30.1 All inspection and tests on bought out items/ materials shall be subject to pre-despatch inspection from any of the approved TPI agencies (**Lloyds/Bureau Veritas/RITES/I.R.S/ DNV-GL**) and shall be arranged by the contractor at his own Cost.

30.2 Inspections and tests shall be made as per the specifications forming part of this contract. Various stages of inspection and testing shall be identified after receipt of Quality Assurance Programme from the Contractor/Manufacturer.

30.3 The inspection agency shall ensure receipt of Code 1 approved documents from EIL prior to issuing of release note for dispatch.

30.4 Inspection and acceptance of bought out items/ materials shall not relieve the Contractor from any of his responsibilities under this Contract.

31.0 FINAL INSPECTION

31.1 After completion of all tests as per specification the whole work will be subject to a final inspection to ensure that job has been completed as per requirement. If any defects noticed in the work attributable to Contractor, the Contractor at his own cost shall attend these, as and when the OWNER / EIL brings them to his notice. The OWNER / EIL shall have the right to have these defects rectified at the risk and cost of the contractor if he fails to attend to these defects immediately.

32.0 MECHANISED CONSTRUCTION

32.1 Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule adopt as far as practicable, mechanized construction techniques for major site activities. Contractor agrees that he will deploy the required numbers and types of the plant & machinery applicable for different activities in consultation with the Engineer-in-charge during execution of works.

Contractor further agrees that Contract value is inclusive of all the associated costs, which he may incur for actual mobilization, required in respect of use of mechanised construction techniques and that the Owner/Consultant in this regard shall entertain no claim whatsoever.

33.0 TEMPORARY WORKS

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

34.0 QUALITY MANAGEMENT SYSTEM

34.1 Bidder shall include in his offer the Quality Assurance Programme containing the overall quality management and procedures, which is required to be adhered to during the execution of contract. After the award of the contract detailed quality assurance programme shall be prepared by the contractor for the execution of contract for various works, which will be mutually discussed and agreed to.

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

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

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

34.5 The contractor has to ensure the deployment of Quality Assurance and Quality Control

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

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

34.7 The Contractor shall adhere to the quality management system as per EIL Specification enclosed in the Bidding Document as **ANNEXURE-IX to SCC.**

34.8 The "Specification for Documentation Requirements from Contractor" are attached as **Annexure-XIII to SCC.**

35.0 HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT

35.1 The Contractor, during entire duration of the Contract, shall adhere to HSE requirement as per spec. enclosed in the bidding document as **ANNEXURE-X to SCC.**

36.0 SITE CLEANING

36.1 The Contractor shall clean and keep clean the work site from time to time to the satisfaction of the Engineer- in-Charge for easy access to work site and to ensure safe passage, movement and working.

36.2 If the work involves dismantling of any existing structure in whole or part, care shall be taken to limit the dismantling up to the exact point and/or lines as directed by the Engineer-in-Charge and any damage caused to the existing structure beyond the said line or point shall be repaired and restored to the original condition at the Contractor's cost and risks to the satisfaction of the Engineer-in-Charge, whose decision shall be final and binding upon the Contractor.

36.3 The Contractor shall be the custodian of the dismantled materials till the Engineer-in-Charge takes charge thereof.

36.4 The Contractor shall dispose off the unserviceable materials, debris etc. to any area as decided by the Engineer-in-Charge.

36.5 The Contractor shall sort out, clear and stack the serviceable materials obtained from the dismantling/renewal at places as directed by the Engineer-in-Charge.

36.6 No extra payment shall be paid on this account

37.0 COMPLETION DOCUMENTS

37.1 In addition to soft copies, the following documents shall be submitted in hard binder by the CONTRACTOR in 6 (Six) sets, as a part of completion documents. These will be in addition to those mentioned in General Conditions of Contract.

(i) Material Inspection/Test report for supply of all material.

(ii) As built drawings

(iii) Any other drawing/document/report specified elsewhere in the bidding document.

(iv) No Demand Certificate from the Administration & Personnel Department regarding vacation of land, housing accommodation if any, recovery of rents, hire charges, return of surplus material, reconciliation statement for all the material issued etc.

(v) No Demand Certificate regarding surrendering of Gate Passes etc

38.0 CO-ORDINATION WITH OTHER AGENCIES

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

39.0 TEST CERTIFICATES

39.1 Bidder shall be required to submit recent test certificates for the material being used in works from the recognised laboratories. These certificates should indicate all properties of the materials as required in relevant IS Standards or International Standards.

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

40.0 ROYALTY

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

41.0 EXCAVATION BY BLASTING

- 41.1 The Contractor shall obtain licence from the District authorities for undertaking blasting work as well as for obtaining and storing the explosive as per Explosive Rules 1940, corrected up to date. He shall purchase the Explosives, fuses, detonators etc., only from a licensed dealer. He shall be responsible for the safe custody and proper accounting of the explosive materials. The Engineer-in-Charge and his authorised representative shall have the access to check the contractor's store of explosives and his accounts. In case where the explosive are required to be transported and stored at site, relevant clauses of the Explosive rules 1940 as amended subsequently shall apply. The Contractor shall be responsible for any accident to workman, public or property, due to blasting operations

42.0 SITE FACILITIES FOR WORKMEN

- 42.1 Following facilities are to be ensured at all work places where workmen are deployed/engaged by Contractor.
- i) Arrangement of first aid
 - ii) Arrangement for clean drinking water.
 - iii) Toilets
 - iv) Canteen where tea & snacks are available
 - v) A crèche where 10 or more women workmen are having children below the age of 6 years.

43.0 SINGLE POINT RESPONSIBILITY

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

44.0 CHECKING OF LEVELS

- 44.1 The Contractor shall be responsible for checking levels, orientation plan of all foundations, foundation bolts, etc., well in advance of taking up the actual erection work and bring to the notice of Engineer-in-Charge discrepancies, if any. In case of minor variations in levels etc. the Contractor shall carry out the necessary rectifications to the foundations within his quoted price.
- 44.2 The Contractor shall also be responsible for checking with templates, wherever necessary, the disposition of foundation bolts with the corresponding bases of structure and shall effect rectifications, as directed, within his quoted rate.

45.0 DELETED

46.0 ENTRY PASSES, GATE PASSES, WORK PERMITS AND SAFETY REGULATIONS

- 46.1 The works under this contract are to be carried out in areas within the near vicinity of operating plant. As such, CONTRACTOR is required to abide by safety and security regulations of OWNER/ EIL enforced from time to time.
- 46.2 **ENTRY PASSES**
- 46.2.1 The CONTRACTOR has to apply for photo entry passes for his workers & staff in a prescribed proforma available with OWNER/EIL. The photo entry passes shall be issued by OWNER/EIL for a maximum period of 3 months and if extension is required by the CONTRACTOR, he has to apply separately for extension. As a special case temporary passes for a maximum period of 7 days may be issued.
- 46.2.2 Unutilised/ Expired entry passes shall have to be submitted immediately to OWNER/EIL.

- 46.2.3 In case of loss of any entry pass, the CONTRACTOR has to lodge FIR with local police station and inform the Engineer-in-charge and shall have to pay **Rs. 150/-** against each entry pass. The CONTRACTOR is required to keep track of all entry passes issued and returned.
- 46.2.4 Identity card issued by the Security Section should always be carried/ displayed by the CONTRACTOR's employee or person while working inside the Plant.
- 46.3 **GATE PASSES**
- 46.3.1 To bring materials/ equipments/ tools/ tackles etc. inside the plant for construction work, the CONTRACTOR has to produce challans/ proper documents to OWNER's/ EIL's personnel at gate. The materials shall be checked thoroughly by OWNER's/ EIL's personnel at Gate and recorded in their register before allowing any material to bring inside the plant by CONTRACTOR. It is CONTRACTOR's responsibility to see that the recorded entry no., date, signature of OWNER's/ EIL's authorised representative with stamp challans/ supporting documents signed by company's personnel at gate during entry.
- 46.4 **WORK PERMIT**
- 46.4.1 When the work is to be carried out in hazardous areas, hot work permit are to be obtained before start of work for all the jobs which are capable of generating flame, spark, heat etc. namely, Gas cutting, grinding, welding, use of any electrical/ diesel/ petrol/ battery operated prime mover/ machine/ tools/ equipment/ generator sets/ mixer machine/ drilling machine/ pumps/crane, fork lifter/ hand truck/ trailer, chipping/ breaking of rocks/concrete, hacksaw cutting and drilling, etc.
- 46.4.2 Cold work permits are to be obtained for the jobs which are not coming under the category of hot work and where there is no risk of fire, viz, transportation/ backfilling of ordinary soil in manual process, piling testing, hydro testing, shuttering, fixing of reinforcement, hand mix concreting, plastering, brick work etc.
- 46.4.3 According to nature of work and use of various types of equipments & tools the CONTRACTOR has to apply for cold/hot permits in a prescribed format at least 2 days before the work is planned to start. No work permit shall be issued by OWNER/ EIL unless proper arrangement is made by the CONTRACTOR to ensure safe performance of work inside the plant. Job wise and area wise permits shall be issued to the CONTRACTOR and against each permit at least one construction supervisor and one safety supervisor of required level shall always be made available at site by the CONTRACTOR. These safety permit shall be issued at one point contact by OWNER/ EIL.
- 46.5 **VEHICLE PERMIT**
- 46.5.1 Permits are to be obtained separately for entry/use of vehicles/ trailers etc. inside the plant. The following requirements are to be met to obtain vehicle permit:
- Vehicle/Equipment etc. should be brought to site in good conditions.
 - Valid Road tax certificate, fitness certificate and insurance policy from competent authority.
 - Valid operating/ driving licence of driver/operator.
- 46.5.2 **VALIDITY OF THE WORK PERMIT**
- Permit is valid for 24 hours.
 - No permit is valid if it is not renewed by the shift incharge/ shift representative in shifts (Morning & Evening)
 - The permit shall be issued for a maximum period of one month and if extension is required, the CONTRACTOR has to apply for fresh permit.
 - No permit is valid on holidays unless special permission is obtained from the competent authority.
- 46.6 **SAFETY REGULATIONS**
- 46.6.1 Regarding work Permit
- The work shall be carried out inside the plant as per safety practices enforced by OWNER's/ EIL's safety section and instructions of Engineer-in-charge issued from time to time. Many times it may happen that the working hours shall be drastically reduced or increased to meet certain safety requirements and the CONTRACTOR shall meet these requirements without any argument for time and financial implications. To obtain work

permit and to satisfy all conditions laid down therein, shall be the responsibility of the CONTRACTOR. No claim for idling of machinery, plant, manpower etc. for safety reasons or non-issuance of work permit by incharge, Safety Section shall be considered.

- ii. The CONTRACTOR shall abide by all safety regulations of the plant and ensure that safety equipment for specific job kit as stipulated in the factory act/ safety handbook is issued to the employee during the execution of work, failing which all the works at site shall be suspended.

EIL shall permit consultant and his authorised construction personnel to freely move, in and out of the site, subject to the observance of security and safety regulations of OWNER/ EIL. In view of specific security requirement for the refinery installation and its Strictest observance, all personal of consultant or his authorised construction personnel (skilled/ unskilled) are required to have detail police verification for the purpose of issue of photo pass required for entry and free movement at work site.

They will also have to bear with the restriction and limitation of entry/exit to work site as per the security requirement.

46.6.2 Regarding Hot work

- i. When doing hot work inside the plant the CONTRACTOR must ensure that the fire hose is hooked up with the fire water system and extended to the work spot. Fire extinguisher must be kept near the working spot. Area around and below the hot working place must be adequately protected from falling/ coming out of sparks/hot metals from the booth made of asbestos cloth/sheet and wetting them with water. The CONTRACTOR must arrange sufficient number of fire hoses and fire fighting equipment of approved quality at his own cost to carry out hot job inside the plant.
- ii. Welding & electrical cables should be of approved quality, and no jointing and loose connection shall be permitted.
- iii. At the end of the working day the CONTRACTOR must inform electrical section to switch off power at sub-station end.
- iv. The CONTRACTOR must provide cotton dress, safety shoe, safety helmet, safety belt, hand gloves of approved quality to his workers to meet the safety requirement of various jobs to be carried out inside the plant.

46.6.3 Regarding use of Vehicle

- i. Vehicle must not ply on any road within the plant at speed exceeding 20KM/hr.
- ii. Mobile crane/ loaded trucks/ trailers must not exceed speed limit of 15 KM/hr inside the plant.
- iii. No crane is allowed to move inside the plant with load.
- iv. No vehicle is allowed to park inside the plant.

47.0 **COORDINATION WITH EPCM CONSULTANT:**

- 47.1 EPCM Consultant shall mean Engineers India Limited (EIL) who are the consulting Engineer to the Employer for this project and having Registered Office at Engineers India Limited, 1, Bhikaiji Cama Place, New Delhi- 110066.
- 47.2 CONTRACTOR shall coordinate with EPCM Consultant for his day-to-day activities and provide free access and assistance during the inspections and other activities to be carried out by EPCM Consultant. CONTRACTOR shall comply to the requirements of EPCM Consultant and obtain all the clearances from EPCM Consultant for his work.

48.0 **MARINE COVER AND ERECTION POLICY**

Clause 14.0 of the GCC is modified to following extent:

- 48.1 Owner will arrange Comprehensive MCE Insurance Policy covering marine, Inland Transit, Storage, handling at site, Site Erection and testing & commissioning works.

However, Bidder shall carry and maintain any and all other Statutory Insurance(s) required under Indian Laws and Regulations, including Workmen Compensation Act / Employee State Insurance / Third Party Liabilities, etc. and Insurances for their personnel & machineries

engaged in performance of the work at their own cost. All insurances of material and works pertaining to the scope under such contract(s)/order(s), as required, over and above the MCE policy taken by the owner, shall be in the scope of the Bidder till permanent incorporation in the work. Any amount deducted against Policy Excess due to the reasons of loss/damage attributable to contractor/vendor shall be at their own cost.

- 48.2 Any loss or damage to the materials during ocean transportation, port/custom clearance, during inland and port handling, inland transportation, storage, erection, final test and commissioning, shall be to the account of CONTRACTOR and, the CONTRACTOR shall be exclusively responsible within the scope of supplies in respect of materials and within the scope of services in respect of works to make good any damage or loss to the materials and works by way of repairs and/or replacement, as the case may be pending insurance claim and no delay shall be made by the CONTRACTOR in repair/ replacement pending such claim. The CONTRACTOR as authorized by OWNER shall raise the insurance claim in case of damage to the materials and/ or works and all supporting documents for such claims shall be handed over by the CONTRACTOR to the OWNER immediately. CONTRACTOR shall provide all assistance for such a claim.
- 48.3 The CONTRACTOR shall bear the entire cost of arranging all documents/ information, facilitating inspection/ discussions by the officials/ surveyors deputed by the Insurer. The CONTRACTOR shall make all efforts to get settlement of claim at the earliest and no time extension for completion of work will be given for delay on this account.
- 48.4 The cost of all depreciation, if any, shall be borne by the CONTRACTOR.
- 48.5 CONTRACTOR shall be liable solely to adhere to the requirements of the insurer for settlement of claims without prejudice to the rights of OWNER/ Insurer. During claim, following steps, which are not exhaustive, are required to be taken care by CONTRACTOR:
- Timely information for conducting survey
 - Protecting the rights of insurer while issuing acknowledgements.
 - Lodging of monetary claims in time and furnishing of requisite documents to surveyors/ Insurer.
 - Taking necessary precautions so that the loss/ damage is not aggravated further.
 - Damaged goods to be protected fully.
- 48.6 Any money received by the OWNER under any policy or policies of insurance shall be held by the OWNER for proportionate payment to the CONTRACTOR in respect of any appropriate repairs undertaken and/ or replacement(s) made by the CONTRACTOR. Should the CONTRACTOR fail to undertake in whole or part such repairs and/or replacement(s) and other works necessary consequent upon the occurrence of any contingency covered by such insurance, OWNER shall be entitled to get the work done in whole or parts for such repair/ replacement through any other agency(ies), without prejudice to any other rights or remedies available to the OWNER, at the sole risk & cost of the CONTRACTOR.
- 48.7 All transit insurance for inland transit of materials upto the FOB port of Shipment is included in the prices quoted by the vendor.
- 48.8 In order to ensure the insurance cover of all the Consignments, Contractor is required to file a declaration through Fax stating details like-“Name of Contractor, P.O.no., short description of materials ,value of consignment, transit from and to etc...” to the insurance company before dispatch of consignments and transmitted copy of Fax must be submitted to OWNER along with the documents submitted for payment.
- 48.9 Contractor to obtain the name of Insurance company and policy no. from the OWNER before dispatch of the consignments
- 48.10 Scope of all other insurances’ as per GCC shall be to the account of Contractor as per Bidding Document.
- 48.11 The deductibles (to be included in quoted price) shall be as per the prevailing limit as prescribed by the GI council of India.
- 49.0 SUB-CONTRACTING:**
- In partial modification to clause 24.0 of GCC**
- 49.1 MINIMUM ACTIVITIES TO BE PERFORMED BY THE CONTRACTOR:

- 49.1.1 A minimum of the following activities shall be performed by the Main Contractor directly and shall not be further sub-contracted:
- a) Project Management
 - b) Planning
 - c) Procurement
 - d) Construction Management
 - e) Commissioning
- 49.2 Bidders may sub-contract construction work, to the Sub-Contractor having prior proven experience of similar WORK and on specific approval by EIL after award of WORK.
- 49.3 Following the notification of Acceptance of Bid, the Contractor will submit to OIL/EIL for approval with the details of nominated Sub-Contractors as per **ANNEXURE -XII to SCC**. Contractor shall ensure that very competent and resourceful agencies with proven track record and performance should be proposed for the work to be sub-contracted.
- 49.4 The list of construction Sub-Contractors proposed in the Bids (if any) by the Bidders shall be considered as indicative only subject to the provisions mentioned in IFB, if any.

50.0 GENERAL GUIDELINES DURING AND BEFORE ERECTION

- 50.1 Contractor shall be responsible for organising the lifting of the equipment in the proper sequence, that orderly progress of the work is ensured and access routes for erecting the other equipments are kept open.
- 50.2 Orientation of all foundation, elevations, lengths and disposition of anchor bolts and diameter of holes in the supports saddles shall be checked by contractor, well in advance. Minor rectifications including chipping of foundations as the case may be shall be carried out at no extra cost by the contractor after obtaining prior approval of the Engineer-in-Charge. The Contractor shall also be provided with the necessary structural drawings and piping layouts etc., wherever required for reference. During the structural member need to be dismantled, to facilitate the equipment erection, same shall be done by the contractor after ensuring proper stability of main structure with prior permission of Engineer-in-Charge. All such dismantled members shall be put in position back after the completion of equipment erection to satisfaction of Engineer-in-Charge.
- 50.3 During the performance of the work the Contractor at his own cost, shall keep structures, materials and equipment adequately braced by guys, struts or otherwise approved means which shall be supplied and installed by the Contractor as required till the installation work is satisfactorily completed. Such guys, shoring, bracing, strutting, planking supports etc. shall not interfere with the work of other agencies and shall not damage or cause distortion to other works executed by him or other agencies.
- 50.4 Manufacturer's recommendations and detailed specifications for the installation of the various equipment and machines will be passed on to the contractor to the extent available during the performance of work. The requirements stipulated in these clauses shall be fulfilled by the Contractor.
- 50.5 Various tolerances required as marked on the drawings and as per specifications and instructions of the Engineer-in-Charge, shall be maintained. Verticality shall be maintained. Verticality shall be verified with the Theodolite.

50.6 ERECTION OF EQUIPMENTS

- 50.6.1 All the erection shall be carried out by Cranes of suitable capacity. Erection by derrick shall not be permissible. The contractor shall arrange the crane of suitable capacity required for erection and include cost for same in respective items without any liability on the part of OWNER/Consultant.
- 50.6.2 Bidder shall submit the indicative erection scheme for compressor/equipment and shall undertake the erection only after obtaining approval of erection scheme by Engineer-in-charge.
- 50.6.3 Grouting of equipments, anchor bolts, pockets and under base plates shall be carried out as per technical specifications.

51.0 DISTINCTION BETWEEN SUBSTRUCTURE AND SUPERSTRUCTURE

- 51.1.1 To distinguish between work in substructure and superstructures, the following criteria shall

apply:

- 51.1.2 For all equipments pedestals, pipe racks, other foundations and RCC structures, work done upto 300mm level above Highest Pavement Point/Finished Floor Level will be taken work in sub-structure and work above this level will be treated as work in superstructures.
- 51.1.3 For Buildings only, all works upto level corresponding to finished floor level (Ground Floor) shall be treated as work in "Substructure" and all works above the finished floor level shall be treated as "Work in Superstructure".
- 51.1.4 Irrespective of what has been stated above, all pavements, RCC retaining wall, all pipe sleepers and any similar item would be taken as work done in substructure irrespective of locations nomenclature, and levels given anywhere. Where not specifically pointed out all works in sumps, drains manholes, tank pads, cable trenches or such similar items would be taken as work in substructure

52.0 UNDERGROUND AND OVERHEAD STRUCTURES

- 52.1 OWNER shall provide, to the best possible extent, details in respect of existing structures, overhead lines, existing pipelines and utilities existing at job site to the CONTRACTOR. The CONTRACTOR shall execute the work in such a manner that the said structures, utilities, pipelines etc. are not disturbed or damaged, and shall indemnify and keep indemnified OWNER/EIL from and against any destruction thereof or damages thereto. Moreover, CONTRACTOR shall prepare drawing showing all the above stated details accurately and submit to Engineer-in-Charge. No extra payment shall be made on this account. The prices quoted in SOR are deemed to be inclusive of the costs towards this activity as well.

53.0 EXECUTION OF ELECTRICAL WORKS

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

54.0 MAKE OF MATERIALS

- 54.1 The CONTRACTOR shall purchase Steel and Cement from the approved manufacturer or their stockiest as mentioned in **Annexure-XI to SCC**.

55.0 BUILDING AND OTHER CONSTRUCTION WORKER'S ACT

- 55.1 In order to govern welfare and working conditions of labourers engaged in construction activities, the Building and other Construction Workers' (Regulation of Employment and Conditions of Service "RE &CS") Act, 1996 came into force. RE&CS Act'1996 is applicable in respect of building and other construction work. Wherever applicable, The CONTRACTOR shall strictly comply with the following provisions pertaining to RE &CS Act'1996.
- a. The CONTRACTOR must be registered with the concerned authorities under the Building and Other Construction Workers' (RE&CS) Act, 1996 or in case of non-registration; the CONTRACTOR should obtain registration within one month of the award of contract.
 - b. The CONTRACTOR shall be responsible to comply with all provisions of the Building and Other Construction Workers' (RE&CS) Act, 1996, the Building and Other Construction Workers' Welfare Cess Act, 1996, the Building and other Construction Workers' (RE&CS) Rules, 1998 and the Building and Other Construction Workers Welfare Cess Rules, 1998.
 - c. Cess as per the prevailing rate, shall be deducted at source from bills of the CONTRACTOR by the engineer-in-Charge of the contract and remitted to the "Secretary, Building and Other Construction Workers Welfare Board" of the concerned State. The CONTRACTOR shall be responsible to submit final assessment return of the cess amount to the assessing officer after adjusting the cess deducted at source.
 - d. Notwithstanding the foregoing, OWNER / OIL shall not bear any liability in respect of:
 - Personal taxes on the personnel deployed by the CONTRACTOR, his SUB-CONTRACTOR(s) and Agent(s) etc.
 - The Corporate Taxes in respect of CONTRACTOR and his Sub-Contractor and other Agents, Indian or foreign based.
 - Any other taxes/ duties/ levies.

56.0 INTEGRITY PACT

56.1 Refer IFB.

57.0 FABRICATION SHED

57.1 Contractor shall provide all weather fabrication sheds at site for all pre-fabrication of piping works and fabrication of structural steel work to the satisfaction of Engineer-in-charge. The requirement of fabrication sheds shall be firmed up in consultation with Engineer-In-Charge for numbers/ size of fabrication shed.

58.0 WAREHOUSING

58.1 In line with requirements specified in Bidding Document, material shall be properly stored by Contractor in his warehouse to enable easy traceability, handling and preservation with all material having proper identification marks, colour coding etc. In case Contractor fails to follow the specified requirements, next payment due to the Contractor shall not be released till he complies with all the requirements.

59.0 LABOUR LICENSE

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

60.0 LABOUR RELATIONS

60.1 In case of labour unrest/labour dispute arising out of non-implementation of any law the responsibility shall solely lie with the CONTRACTOR and he shall remove/ resolve the same satisfactorily at his cost and risk.

60.2 The CONTRACTOR shall deploy only duly qualified and competent personnel for carrying out the various jobs as assigned by the Engineer-in-Charge from time to time. The workmen deployment by the SUB-CONTRACTOR should also possess the necessary licence etc., if required under any law, rules and regulations.

61.0 EMPLOYMENT OF LOCAL LABOUR

61.1 The CONTRACTOR shall ensure that local labour, skilled and/or unskilled, to the extent available shall be employed in this work. In case of non-availability of suitable labour in any category out of the above persons, labour from outside may be employed.

61.2 The CONTRACTOR shall not recruit personnel of any category from among those who are already employed by the other agencies working at site but shall make maximum use of local labour available.

62.0 GENERAL REQUIREMENTS FOR RADIOGRAPHY & OTHER NDT FOR MECHANICAL / COMPOSITE ITEM RATE CONTRACTS

62.1 CONTRACTOR shall appoint radiography/ NDT agency (ies) only after acceptance of such agency(ies) by OWNER/EIL. However, acceptance of radiography/ NDT agency by OWNER/EIL shall not absolve the CONTRACTOR of his responsibility to execute radiography work as per requirements of the Contract.

62.2 CONTRACTOR shall mobilize Radiography/ NDT agency at site along with adequate number of radiography resources/ NDT equipments & appliances, commensurate with the welding activity and quantum of Radiography/ NDT work load to avoid delays in Radiography/ NDT and consequent generation of back log. In the event of generation of back log leading to Delay/ Holdup of subsequent, activities OWNER/EIL has right to engage additional agency for carrying out the radiography at the risk and cost of CONTRACTOR including 100% overhead charge.

62.3 Date and extent of mobilization of radiography/ NDT agency/resources shall be agreed by the CONTRACTOR and the Engineer-in-Charge at the start of work.

Radiography Check Shots

a) To verify that radiographs are being taken on the prescribed / selected welds / spots only, 5% of already radiographed spots shall be selected by the Engineer-in-Charge or his designated person for check shots. The check shots shall be taken up before any further radiography work.

b) The CONTRACTOR will be paid for the check shots at the quoted rates if no variation is

found. If mismatch / variation is found in any of the check shot as per para 62.3 a), CONTRACTOR shall have to take re-radiography of the entire lot represented by mismatched check shot (a days production or more as decided by Engineer In-Charge). In such cases, no payment will be made for the check shots as well as the re-radiography of the entire lot represented by the check shot.

- c) In the event of any non-matching / variation is observed in re-radiography of the entire lot as per para 62.3 b) above with reference to the earlier radiographs taken, the radiography agency shall be forthrightly debarred from site. CONTRACTOR shall then carryout re-radiography up to maximum of 100% of all the prescribed / selected welds/ spots radiographed by the debarred radiography agency (as per direction of the Engineer In-Charge) at his own cost by engaging a separate Radiography agency acceptable to OWNER/EIL. The process for verification of radiographs through check shots shall be continued as per clause 62.3 a) above from the lots selected by the Engineer In-Charge till 2 (two) consecutive lots are found with matching check shot radiographs to the satisfaction of EIL/ OWNER.

63.0 INTELLECTUAL PROPERTY

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

64.0 PROVISION FOR TERMINATION OF CONTRACTS

The methodology for processing Termination for default shall be as follows:

- a) Any material breach in contractual obligations shall be dealt on mutual discussion basis, so as to correct breach. In case of failure to correct the breach, EIL/ OIL shall initiate Termination action as per the contract.
- b) In case of non-submission of CPBG within one month beyond the period stipulated for it, coupled with non-mobilization / non-performance within the period stipulated for the same, the Termination action along with other contractual penal provisions shall be initiated, as per the contract provisions.
- c) Further, in case of submission of CBPG within scheduled period, but Seller being at default in terms of Contract, a) above shall be applicable.
- d) In case of occurrence of any of the above specified events, Seller shall be understood to have defaulted and the EIL/ OIL shall have the right to terminate the contract, at its sole and absolute discretion by issuing a Show Cause notice of 15 calendar days to the Seller, stating the reason and the intention of EIL/ OIL to terminate the Contract and to take other penal actions in terms of the contract including extant policy for Suspension/ Banning of EIL/OIL.
- e) Seller may also request for a personal hearing.
- f) EIL/ OIL based on the Contractor's response to the Show Cause Notice and the personal hearing, shall decide the action regarding Termination and/ or Suspension / Banning or otherwise.
- g) EIL, being the EPCM Consultant for the client in this Project reserves the right to take action against the defaulting Seller in this tender/ Contract including putting the Seller on

the Suspension/ Banning list of EIL. For this purpose, EIL may decide the same considering the communications carried out by the client with the Seller (including show cause notice/ personal hearing, etc.)

- h) The decision taken as above shall apply to Termination as well as Suspension / Banning.
- i) In case contract/ Purchase order awarded for the tendered work have to be terminated due to Seller's/ supplier's default and a separate enquiry / tender have to be floated to get the remaining/ complete work executed, such defaulting Seller/ supplier will not be considered for enquiries/ tenders issued for the re-floated work/ enquiry.

65.0 FRAUDULENT PRACTICES

- 65.1 OIL/EIL requires that Bidders/CONTRACTORS observe the highest standard of ethics during the award/ execution of Contract. "Fraudulent Practice" means a misrepresentation of facts in order to influence the award of a Contract to the detriment of the OIL/EIL, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the OIL of the benefits of free and open competition.
- 65.2 OIL/EIL will reject a proposal for award if it determines that the bidder recommended for award has engaged in fraudulent practices in competing for the Contract in question. Bidder is required to furnish the complete and correct information/ documents required for evaluation of their bids. If the information/ documents forming basis of evaluation is found to be false/ forged, the same shall be considered adequate ground for rejection of bids.
- 65.3 In case, the information/ document furnished by the Bidders/CONTRACTORS forming basis of evaluation of his bid is found to be false/ forged after the award of the contract, OIL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such Bidder without any prejudice to other rights available to OIL under the contract such as forfeiture of CPBG/ Security Deposit, withholding of payment etc.
- 65.4 In case, this issue of submission of false documents comes to the notice after execution of supply/work, OIL shall have full right to forfeit any amount due to the Bidder along with forfeiture of CPBG furnished by the Bidders/CONTRACTORS.
- 65.5 Further, such Bidders/CONTRACTORS shall be put on Blacklist/ Holiday/ Negative List of OIL debarring them from future business with OIL for a time period, as per the prevailing policy in OIL.
- 65.6 EIL, being the EPCM Consultant for the client in this Project reserves the right to take action against the defaulting Bidders/CONTRACTOR in this tender including putting the Seller on the Suspension/ Banning list of EIL.

66.0 TERMINATION

66.1 TERMINATION FOR CONVENIENCE

OIL shall, in addition to any other right enabling it to terminate the Contract, have the right to terminate the Contract at any time by giving prior written notice of at least 14 (fourteen) days to the Contractor. Such termination shall be without prejudice to the rights of the Parties that have accrued on or before the date of termination of the Contract.

66.2 TERMINATION DUE TO CONTRACTOR'S DEFAULT

The Contract may be terminated by OIL, at its sole and absolute discretion, upon the occurrence of any of the following events/acts committed by the Contractor (each a "Contractor's Event of Default") by issuing a notice to the Contractor, stating the intention of OIL to terminate the Contract:

- a) fails to complete Mobilisation within the Time for Mobilisation;
- b) commits a material breach of its obligations under the Contract;
- c) abandons or repudiates the Contract or suspends the execution of the Works during the subsistence of any Dispute under the Contract;
- d) fails to adhere to the Specifications and/or Variations in terms of the Contract;
- e) the Contract value is reduced to the maximum extent specified in SCC, yet the delay in respect of which the reduction was made continues to subsist;
- f) a petition for the winding up of the Contractor has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the

winding up or dissolution of the Contractor has been made by a Court of competent jurisdiction, except voluntary change in partnership/ constitution of Contractor's organization (if a partnership/ Company) or liquidation for the purpose of amalgamation or reconstruction subject to OIL's acceptance to continue the Contract with the re-constituted firm/ company.

- g) Contractor fails to replace or remedy Defective Work pursuant as per SCC and GCC;
- h) gives any warranty or makes any representation under the Contract which is found to be false or misleading;
- i) fails to furnish or renew the Contract Performance Bank Guarantee;
- j) fails to obtain and maintain insurance in accordance with its obligations under the Contract; or
- k) commits any default under any Applicable Law.

66.3 If the Contractor fails to remedy or rectify the default stated in the notice issued by OIL under Clause 66.2 within 30 (thirty) days of receipt of such notice, OIL shall be entitled to terminate the Contract by issuing a termination notice and expel the Contractor from the Site (but without thereby releasing the Contractor from any of its obligations or liabilities under the Contract, or affecting the rights and powers conferred on OIL under the Contract up to the date of termination). However, in case of events specified in Clause 66.2 (c) and (f), OIL shall be entitled to immediately terminate the Contract without giving any notice to the Contractor.

66.4 **PROCEDURE ON TERMINATION**

66.4.1 Upon termination of the Contract under Clause 66.3:

- a) OIL may complete the Works and/or arrange for other entities to do so at the risk and Cost of the Contractor. OIL and its entities may then use the access roads, the Contractor's Documents and all other facilities made by or on behalf of the Contractor;
- b) Call upon the whole or such portion of the Contract Performance Bank Guarantee amount as OIL may consider fit;
- c) Recover from the Contractor the cost of carrying out the balance Works in excess of the sum which the Contractor would have been paid according to the Final Bill, if the Works had been carried out and completed by the Contractor under the terms of the Contract. The amount to be recovered may be deducted by OIL from any amount due to the Contractor under the Contract. Any amount outstanding to OIL under this Clause 66.4.1(c) shall be recovered from the Contractor as a debt due;
- d) Enter upon the Site and expel the Contractor. OIL may, to the exclusion of any right of the Contractor, take over and use, without payment to the Contractor, any Contractor's Equipment, materials, goods, machinery or other items which are on the Site in connection with the Works for any reasonable period as OIL considers necessary for the performance and completion of the Works.

66.4.2 Upon termination of the Contract under Clause 66.3, the Contractor must either immediately or upon any date as is specified in the notice of termination:

- a) cease all further work, except for any work OIL may specify in the notice of termination;
- b) terminate all Subcontracts, except those to be assigned or novated to OIL in accordance with paragraph (d) below;
- c) deliver to OIL the parts of the Works performed by the Contractor up to the date of termination;
- d) to the extent legally possible assign or novate to OIL all right, title and benefit of the Contractor to the Works as at the date of termination, and, as may be required by OIL, in any subcontracts between the Contractor and its Subcontractors;

- e) subject to Clause 66.4.1(d), remove all Contractor's Equipment, surplus materials, scaffolding from the Site, dismantle and remove its Site offices and quarters and other Temporary Works and structures and repatriate the Contractor's Personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition; and
- f) deliver to OIL all documents prepared by the Contractor in connection with the Works as at the date of termination.

Should the Contractor fail to comply with the provisions of sub-Clause (e) above, OIL shall have the right, at the sole risk and Cost of the Contractor, to clear the Site of all rubbish, scaffolding, surplus materials, Contractor's Equipment, machinery, dismantle and remove the Contractor's Site offices and other Temporary Works and store, sell, dispose of and/or otherwise deal with any of the above and the Contractor shall forthwith on demand pay OIL the costs and expense incurred by OIL in this regard with an additional amount equivalent to 15% (fifteen percent) of such costs and expenses to cover OIL's overheads. OIL shall have the right to recover such amounts from: (i) the proceeds of any sale or disposal of the Contractor's Equipment, machinery, surplus materials, Temporary Works or other items removed from the Site; and (ii) any amounts due to the Contractor under the Contract.

Nothing contained in this Clause or otherwise in the Contract shall constitute OIL as a trustee or bailee for or in respect of any of the Contractor's Equipment, surplus materials, machinery or other items or things removed, cleared, demolished or dismantled as mentioned above and OIL shall not be bound by any duty of care in respect thereof.

66.4.3 Notwithstanding anything contained in Clause 66.4.2 above, upon termination of the Contract, OIL may require the Contractor to:

- (a) complete or take to an intermediary stage of completion any item of the Works already commenced by the Contractor; and
- (b) take such steps as are considered necessary by the Engineer-in-Charge for properly protecting and securing the Works already completed by the Contractor.

66.5 PAYMENT ON TERMINATION

66.5.1 If the Contract is terminated under Clause 66.1 above, the Contractor is entitled to be paid:

- a) the Contract value attributable to the Works performed as at the date of termination, or in the case of a termination under force majeure, the commencement of the relevant event of Force Majeure; and
- b) the costs, if any, necessarily incurred in performing the work (if any) specified in the notice of termination issued by OIL under Clause 16.0 of GCC or as instructed by OIL pursuant to Clause 66.4.3 above; and
- c) if the Contract is terminated in accordance with Clause 16.0 of GCC, additionally (but without duplication):
 - (i) the costs reasonably incurred by the Contractor in terminating any sub-contracts as a result of the termination of the Contract; and
 - (ii) the costs reasonably incurred by the Contractor in the repatriation of the Contractor's and the Subcontractor's employees,

less the aggregate of all previous payments allocated to the Works. Any sums due to OIL from the Contractor accruing prior to the date of termination or the commencement of the relevant event of Force Majeure (as the case may be) will be deducted from the amount to be paid to the Contractor under the Contract. If, as a result of any such deductions, there is a negative amount payable to the Contractor, then the Contractor must pay an amount equal to that negative sum to OIL within 15 (fifteen) days of OIL raising an invoice for that amount.

The Contractor agrees and acknowledges that payment of termination compensation in terms of this Clause 66.5.1 shall be the sole and exclusive liability of OIL and the sole and

exclusive remedy of Contractor, with respect to a termination of the Contract under Clause 66.1 above.

- 66.5.2 If the Contract is terminated under Clause 66.3, OIL will not be bound to make any further payment to the Contractor until the full and final cost of completion of the Works by OIL or other contractors and all damage, loss or expense suffered or incurred by OIL as a result of the termination of the Contract have been ascertained.
- 66.5.3 Upon all cost, damages, loss and/or expense being ascertained under Clause 66.5.2, the Engineer-in-Charge must issue a certificate stating the total amount of the cost of completing the Works and any damage, loss or expense suffered or incurred by OIL as a result of the termination of the Contract.
- 66.5.4 If the Contract value attributable to the Works performed as at the date of termination less the aggregate of: (a) all previous payments allocated to the Works which have been paid to the Contractor; and (b) the amount stated in the certificate under Clause 66.5.3,
- (a) is a positive amount payable to the Contractor, then OIL must pay such amount to the Contractor within 15(fifteen) Business Days of the issuance of the certificate pursuant to Clause 66.5.3; or
- (b) is a negative amount payable to the Contractor, then an amount equal to that negative sum will be a debt due and payable to EIL by the Contractor and the Contractor must pay such amount to OIL within 15 (fifteen) days of OIL raising an invoice for that amount.

67.0 PROMOTION TO MSEs

- 67.1 OIL/EIL is committed to promotion and development of micro and small enterprises, accordingly, bidders are also encouraged to promote the same by considering MSE Sub-Suppliers/Sub-Contractors to the extent possible under the Orders awarded on them by OIL/EIL. All efforts shall be made by bidder to encourage procurement thru MSEs (holding valid certificate) through their Sub orders procurement. The successful bidder shall provide the following only for the purpose of reporting.
- i) Monthly Reports for purchase of material/services (from MSE vendors/ Sub-Contractors) shall be submitted by bidder to OIL/EIL.
 - ii) The report shall be signed by authorised person of contractor (Successful Bidder).
 - iii) Report shall be submitted in the following format.

Sl. No.	Sub- Supplier/ Sub-Contractors	Work order no. & date	Item Description	Amount (In Rs)	Category of MSE Gen/ SC/ ST	MSME Status Micro/ Small with code	Remarks

Government of India has implemented the Trade Receivables Discounting System (TReDS). TReDS is an institutional mechanism set up in order to facilitate the financing of trade receivables of MSMEs from corporate buyers through invoice financing by multiple financiers. TReDS: (Trade Receivables Discounting System) is available for MSME vendors in OIL. Details of registration on TReDS shall be intimated after issuance of order.

68.0 PROJECT SCHEDULING & MONITORING

68.1 The following Schedules/documents/reports shall be prepared and submitted by the Contractor for review/approval at various stages of the Contracts.

68.2 Overall Project Schedule

The Contractor shall submit a sufficiently detailed overall project schedule in the activity network form, clearly indicating the major milestones, inter-relationship/interdependence between various activity together with analysis of critical path and floats.

The network will be reviewed and approved by Engineer-in-Charge and the comments if any, shall be incorporated in the network before issuing the same for implementation. The network thus finalized shall form part of the contract document and the same shall not be revised without the prior permission from Engineer-in-Charge during the entire period of contract.

68.3 Progress Measurement Methodology

The Contractor is required to submit the methodology of progress measurement of sub-ordering, manufacturing/delivery, sub-contracting, construction and commissioning works and the basis of computation of overall services/physical progress informed. OWNER / OIL reserves the right to modify the methodology in part or in full.

68.4 Functional Schedules

The Contractor should prepare detailed functional schedules in line with network for functional monitoring and control and submit scheduled progress curves for each function viz. ordering, delivery and construction.

68.5 Project Review Meetings

The Contractor shall present the programme and status at various review meetings as required.

Weekly Review Meeting

Level of Participation: Contractor's/Consultant's RCM /Site In charge & Job Engineers.

- Agenda:
- a) Weekly programme v/s actual achieved in the past week & Programme for next week.
 - b) Remedial Actions and hold up analysis.
 - c) Client query/approval.

Venue: As decided by Engineer-In-Charge. Monthly Review Meeting

Level of Participation: Senior officers of OWNER / OIL, Consultant and Contractors

- Agenda:
- a) Progress Status/Statistics.
 - b) Completion Outlook.
 - c) Major hold ups/slippages
 - d) Assistance required
 - e) Critical issues
 - f) Client query/approval

68.6 Progress Reports

Monthly Progress Report

The report shall be submitted on a monthly basis within ten calendar days from cut-off date as agreed upon, covering overall scenario of the work. The report shall include but not be limited, to the following:

- a) Brief introduction of the work.
- b) Activities executed/achievements during the month.
- c) Scheduled v/s actual percentage progress and progress curves for sub-ordering, manufacturing/delivery, sub-contracting, construction, overall and quantum – wise status of purchase orders against scheduled.
- d) Areas of concern/problem/hold ups, impact and action plans.
- e) Resources deployment status.
- f) Annexure giving status summary for Material Requisitions & deliveries, sub-contracting and construction.

Distribution: OWNER / OIL - Two
copies

Weekly Report

This report (5 copies) will be prepared and submitted by the Contractor on weekly basis and will cover following items:

- Activities programmed and completed during the week.
- Resources deployed man and machine.
- Qty. Achieved against target in construction.
- Record of Man-days lost.
- Construction percentage progress, scheduled and actual.

Daily Report

This report (5 copies) will be prepared and submitted by the Contractor on daily basis and will cover following items:

- Resources deployed man and machine.
- Qty. Achieved against target in construction.
- Record of Man-days lost.

- d) Construction percentage progress, scheduled and actual

69.0 WORKS CONTRACT

The entire work as per Scope of Work covered under this contract shall be treated as **"Indivisible Works Contract"**.

70.0 COMPUTERISED CONTRACTOR'S BILLING SYSTEM

Without prejudice to stipulation in General Conditions of Contract, CONTRACTOR should follow following billing system:

The bills will be prepared by the CONTRACTOR on their own PCs as per the standard formats and codification scheme proposed by OWNER / OIL. The CONTRACTOR will be provided with data entry software to capture the relevant billing data for subsequent processing, if available. CONTRACTOR will submit these data to OWNER / OIL in an electronic media along with the hard copy of the bill, necessary enclosures and documents.

The CONTRACTOR will also ensure the correctness and consistency of data so entered with the hard copy of the bill submitted for payment.

OWNER / OIL will utilize these data for processing and verification of the CONTRACTOR's bill.

71.0 PAYING AUTHORITY

Address details of Invoicing: General Manager (F&A), Pipeline Headquarters, Oil India Limited, PO - Udayan Vihar, Guwahati, Assam, PIN – 781171

Address for submission of Invoice (hard copy): General Manager (Pipeline Projects), Pipeline Headquarters, Oil India Limited, PO - Udayan Vihar, Guwahati, Assam, PIN – 781171

Copy to

Mr. N.S. Vasudev, GGM (Projects), 10th Floor (Ph. 011 2676 2754), Engineers India Bhavan, 1, Bhikaji Cama place, New Delhi-110066

Note: OIL is migrating to online invoice submission system through vendor portal, vendors are advised to enquire updated 'Invoicing Instruction' by writing email to plproject@oilindia.in

72.0 PLANNING AND DESIGNING IN PURVIEW OF VULNERABILITY ATLAS OF INDIA:

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT - wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This atlas is one of its kind single point source for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment. The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org. It is mandatory for the bidders to refer Vulnerability Atlas of India for multi hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of

- i. Seismic zone (II to V) for earthquakes,
- ii. Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s)
- iii. Area liable to floods and Probable max, surge height
- iv. Thunderstorms history
- v. Number of cyclonic storms/severe cyclonic storms and max sustained wind specific to
- vi. coastal region
- vii. Landslides incidences with Annual rainfall normal
- viii. District wise Probable Max. Precipitation.

73.0 POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT (DMI&SP):

Ministry of Steel, Govt of India, vide their notification "The gazette of India, extraordinary **part II no. 385 (E) dated 29.05.2019**" and amendment vide Gazette notification no. **S-13026/1/2020-IDD dated 31.12.2020** notified the revised policy for providing preference to domestically manufactured iron & steel products in government procurement. A copy of the same is available on the website of Ministry of steel (<https://steel.gov.in/policies>).

Contractor shall comply to the provisions of the same [as summarized as per **Annexure-XIV to SCC**] in toto and shall ensure that Supplier of these Iron & Steel Products should have minimum domestic value addition as prescribed as per the Policy.

As per the aforesaid Policy, the duly notarised Affidavit of self-certification needs to be submitted in the name of Domestic Manufacturer. If Suppliers of these Iron & Steel Products are finalized after award, Bidder to submit an undertaking confirming that duly notarised Affidavit in line with the policy for providing preference to Domestically Manufactured Iron and Steel Products shall be submitted in the name of domestic manufacturer before execution of works related to iron and steel products.

74.0 POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PPLC)

Purchase Preference shall be allowed to PPLC compliant Bidder as per provisions stipulated in attached **Annexure-XV of SCC**.

75.0 OIL BANK DETAILS

Axis Bank
Guwahati Branch
IFSC Code: UTIB000140
Branch Address:
Axis Bank Limited,
Guwahati Branch,
Chibber House
G.S.Road, Dispur
Assam, Pin: 781005

76.0 ERROR/NON SUBMISSION OF TAXES & DUTIES (IGST/ CGST/ SGST):

- 76.1 Applicable IGST/ CGST/ SGST as quoted by bidder shall be considered for evaluation. In case in the unpriced bid, it appears that bidder has not quoted Taxes & Duties (as per bidding document) or indicated as "Extra at actuals" against Taxes & Duties, and confirmation shall be sought from bidder that same are quoted in their priced bid. In case, bidder states that it has not been indicated even in the price bid then the same shall be considered as included in quoted Price and bidder shall be required to absorb the same. Non-compliance shall result in rejection of the offer.
- 76.2 Corrections in any errors/ omissions in rates or applicability in statutory taxes/ duties applicable on goods & services which are required to be quoted extra as per provisions of bidding document shall not be considered as price implications and shall be permissible so far as such corrections are based on reply to clarification(s) raised on the bidder. However, wherever no clarification(s) is raised, the evaluation shall be carried out based on taxes and duties/ SAC code quoted by the Bidder.

APPENDIX-A TO SCC

TAXES & DUTIES

A. Price basis w.r.t inclusion/exclusion of taxes and duties

1. The quoted price(s) shall be inclusive of all taxes and duties except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra-state supply respectively and GST Compensation Cess, if applicable) leviable on sale of finished goods / services.
2. In case of foreign supplier/contractor, supplier/contractor shall submit their prices on **FOB International Port of Exit basis / CFR on destination port basis (INCOTERM 2010)**, unless otherwise stated in the bidding document. **FOB/CFR** prices quoted shall be inclusive of all applicable taxes and duties upto **FOB International Port of Exit basis / CFR on destination port basis**.
3. Transportation charges (as per price schedule) upto project site shall be exclusive of GST.
4. Site work prices, if applicable shall be inclusive of all taxes and duties but exclusive of GST. All necessary registrations, if required, for carrying out the site activities shall be done by the supplier/contractor and costs towards the same shall be included in quoted site work prices.
5. Prices of per diem supervision charges, training/AMC, HAZOP Study etc. as applicable shall be exclusive of GST. However, GST shall not be applicable on training provided at foreign supplier's/Contractor's work/training facilities in any territory other than India.

B. TAX CLAUSES

1. Goods and Services Tax

- a. Supplier/contractor shall be required to issue Tax Invoice in the form and manner prescribed with relevant GST Act read with Rules there under including e-invoicing provisions so that input tax credit under GST can be availed by Owner. In the event that the supplier/contractor fails to provide the Tax Invoice in the form and manner prescribed under the relevant GST Act read with GST invoicing rules there under, Owner shall not be liable to make any payment to the supplier/contractor on account of GST against such invoice.
- b. In case the supplier/contractor is not subject to E-invoicing provisions under the GST Laws as amended from time to time, then a declaration to this effect shall be furnished by the supplier/contractor in format prescribed in **Annexure A** along with the Invoice.
- c. GST shall be paid to supplier/contractor against receipt of Invoice and on auto-population of input tax credit on GSTN portal. In case of non-receipt of Invoice and/or on non-auto-population of input tax credit on GSTN portal, Owner shall be entitled to withhold payment of GST.
- d. In case of any Advance including Mobilization/Secured/Other Advance as per the provisions of Contract, the supplier/contractor shall issue a Receipt

Voucher / GST Invoice in the form and manner prescribed under relevant GST Act read with Rules there under including e-invoicing provisions.

- e. In case of any Price Variation as per the provisions of Contract, the supplier/contractor shall issue an Invoice in the form and manner prescribed under the relevant GST Act read with Rules there under including e-invoicing provisions.
- f. GST payable under reverse charge for specified services/goods under relevant GST Act read with Rules there under, if any shall not be paid to the supplier/contractor but will be directly deposited by Owner to the appropriate Government Tax Authority. If the same has already been reimbursed / paid to the supplier/contractor for any reason whatsoever, the said amount shall be recovered / adjusted from payment due to supplier/contractor.
- g. Where Owner has the obligation to discharge GST liability under Reverse Charge Mechanism and Owner has paid or is liable to pay GST to the government on which interest/penalty becomes payable as per GST law for any reason which is not attributable to Owner or input tax credit w.r.t. such payment is not available to Owner for any reason not attributable to Owner, then Owner shall be entitled to deduct/set off/recover such amount against any amounts paid/payable by Owner to supplier/contractor.
- h. The supplier/contractor shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the relevant rules and regulations, as applicable from time to time. In particular, if any tax credit, refund or any other benefit is denied/delayed to Owner or any interest/penalty is charged to Owner due to any non-compliance/ delayed compliance by the supplier/contractor under the GST Laws (including but not limited to failure to upload the details of the sale on GSTN portal, failure to pay GST to the government or due to non-furnishing or furnishing of incorrect or incomplete documents, non-filing of GST Return by the supplier/contractor), the supplier/contractor shall be liable to reimburse Owner all such losses and other consequences including but not limited to the tax loss, interest and penalty. Owner shall be entitled to recover such amount from the supplier/contractor by way of adjustment from the next invoice, encashment of BG or by way of any other means either of same project or any other project of the Owner.
- i. TDS under GST, if applicable shall be deducted from supplier/contractor bills at applicable rates and a certificate as per rules for tax so deducted shall be provided to the supplier/contractor.
- j. The supplier/contractor will be under obligation for charging correct rate of tax as prescribed under the relevant tax laws. Further the supplier/contractor shall avail and pass on benefits of all exemptions/concessions available under applicable tax laws.
- k. The supplier/contractor will be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificates and the supplier/contractor will be responsible for procurement of goods / services in its own registration (GSTIN).

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- l. In case the supplier/contractor is covered under composition scheme under GST law, then supplier/contractor shall quote the prices inclusive of GST. Further, such supplier/contractor should mention "Covered under GST Composition Scheme" in column for GST of relevant price schedule(s). In case subsequently such supplier/contractor gets covered under regular GST regime, the prices including GST under regular GST regime shall not exceed the prices quoted by the supplier/contractor under composition scheme.
 - m. Owner prefers to deal with registered supplier/contractor of goods/services under GST. Therefore, suppliers/contractors are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered supplier/contractor is submitting its bid, its prices will be loaded with applicable GST while evaluation of bid as per evaluation methodology of bidding document.
 - n. In case of foreign supplier/contractor, for supervision/site-work/training services provided by foreign supplier at project site, GST shall be paid by Owner directly to appropriate Government Tax Authorities, under Reverse Charge Mechanism, if applicable.
 - o. Supplier/contractors will be required to quote applicable tax rate (along with applicable HSN/SAC Code) as per provisions of GST Laws for all the line items forming part of the enquiry. Any higher rate of tax actually invoiced in excess of quoted rate of tax (except in compliance with provisions of Statutory Variation clauses) shall be adjusted in basic price.
 - p. In case of delay in supply/execution of contract, supplier/contractor shall be liable to raise invoices for reduced value as per Price Reduction Schedule (PRS) provision of the bidding document. In case the supplier/contractor raises invoices for full value, then supplier/contractor shall issue Credit Note, in the form and manner prescribed under relevant GST Act read with Rules there under, towards applicable PRS amount with applicable GST thereon.

In case supplier/contractor fails to submit invoices with reduced value or does not issue Credit Note as mentioned above, Owner shall release payment to the supplier/contractor after giving effect to the PRS clause with corresponding reduction in taxes from invoice(s) of supplier/contractor.

In case any financial implication arises on Owner due to issuance of invoice without reduction in prices or non-issuance of Credit Note by supplier/contractor, the same shall be to the account of supplier/contractor. Owner shall be entitled to recover the amount of such financial implication paid or becoming payable by Owner together with penalty and interest thereon, if any.

- q. E-way bills shall be issued directly by supplier/contractor in all cases except in cases of direct imports by Owner where E-way bill shall be issued by Owner.
- r. In case of applicability of any penalty/recovery as per provisions of the contract, Owner shall raise Invoice on supplier/contractor after charging GST at applicable rates as per prevailing provisions of GST Laws.

2. IMPORT DUTIES

a. Direct supplies by foreign supplier where, Owner becomes consignee:

- i. For imported materials sold and consigned directly by foreign suppliers to Owner, all import duties, Social Welfare Surcharge and IGST, GST Compensation Cess etc. as applicable in India at the time of import shall be directly paid by Owner to appropriate Government Authority.
- ii. Bill of entry shall be filed by Owner.

b. Imported supplies by Indian suppliers as built-in-import content

- i. Custom Duty, Social Welfare Surcharge, IGST, GST Compensation Cess, etc. as applicable in India on the imported materials shall be included in the quoted prices and the supplier/contractor shall be responsible for timely payment of custom duties to the appropriate Government Authority. All harbor dues/ pilotage fees, port fees, wharfage, unloading costs, demurrage charges etc. incurred in India in respect of any imported materials shall be to supplier's/contractor's account.
- ii. Supplier/contractor shall indicate, in relevant price schedule, CIF value of built-in import content and applicable merit rate of Basic Custom Duty (BCD) Social Welfare Surcharge on custom duty and IGST (factoring into the input credit of IGST) included in quoted price. Due to applicability of merit rate of custom duty, Owner shall not issue any concessional certificate to the supplier/contractor for import of any materials.
- iii. Presently, the Owner is not entitled for Project Rate of Custom Duty or any other concessional rate of custom duty for imports made for this project and the supplier/contractor should consider merit rate of basic custom duty. However, in case of applicability of concessional (lower) project rate of custom duty later on, Owner shall issue necessary concessional certificate towards import of materials against the advance request letter submitted by the Indian supplier and the differential custom duties between concessional rate and as quoted by supplier/contractor shall be passed on to the Owner or it shall be recovered by the Owner from the supplier/contractor's invoice.
- iv. The supplier/contractor shall be responsible for and shall exercise due diligence in properly classifying the goods and materials, undertaking the payment of custom duties, and/or otherwise complying with all applicable laws w.r.t. import of goods and materials.
- v. In case Owner is exposed to any penal action, interest /penalty by custom authorities for incorrect declaration and / or valuation of the goods or materials by the supplier/contractor, or otherwise on account of any breach of applicable laws in the course of import of goods and materials by the supplier, the supplier/contractor shall indemnify and

hold harmless the Owner from any and all costs, expenses or losses suffered or incurred by Owner in this regard.

- vi. If supplier/contractor does not furnish built-in CIF value, then supplier/contractor shall not be entitled to claim any variation in custom duties even if supplier/contractor has quoted their prices considering custom duties.
- vii. If custom duty rate actually paid on import of materials and components is found to be lower than the quoted rate of custom duty, then benefit of the same shall be passed on to the Owner.
- viii. Statutory variation, if any in the rate of import duty upto maximum period of the contractual delivery period shall be to Owner's account. If supplier/contractor has considered Import Duty other than Merit Rate of Import Duty then statutory variation on the Import Duty shall be payable extra on the Merit Rate of Import Duty or the rate of Import Duty considered by the supplier/contractor, whichever is lower.
- ix. Owner will not bear any liability towards payment of Safeguard Duty, Anti-Dumping Duty, Protective Duty and applicable IGST on same or Countervailing Duty on subsidized articles or any other such duties of Customs imposed by Government under Customs Tariff Act, 1975.
- x. In case, no import is made for execution of the order, clauses related to Imports will not be applicable.

c. General points (applicable to both a. and b. above):

- i. If supplier/contractor intends to source import of goods from a country with which India has Free Trade Agreement (FTA) or Comprehensive Economic Partnership Agreement (CEPA) or any such multi-lateral / bi-lateral Agreement or Treaty with India or under Generalized System of Preference (GSP); or under any other notification (allowing lower rate of custom duty), supplier/contractor is advised to ascertain and confirm its applicability along with supporting documents in the bid and ensure that conditions of such agreement/treaty etc. are strictly complied with.
- ii. The supplier/contractor shall be liable to provide all documentation to ensure availment of the exemption/waiver. In case the supplier/contractor defaults on this due to any reason, whatsoever, he shall be liable to bear the incremental custom duty applicable, if any.
- iii. Any additional custom duty applicability on account of any change in the notification (allowing lower rate of custom duty)/CEPA/FTA/multi-lateral/bi-lateral agreement shall be to supplier's/contractor's account.
- iv. Documentation to be furnished for availing the exemption/waiver of custom duty shall be specifically listed in the Letter of Credit also as a prerequisite for release of payment against shipping documents and this documentation shall necessarily form part of shipping documents.

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- v. In case custom duty rate as quoted by Foreign supplier is less than Actual rate applicable on due date of submission of last price bid and payment of custom duty is on Owner's Account, differential amount on account of above-mentioned rate variation will be recovered from invoices Foreign supplier.

3. INCOME TAX (CORPORATE INCOME TAX)

a. Foreign supervisors/supplier/contractor:

- i. Prices of site work, contracts and other services of foreign supplier/contractor shall be gross of income tax i.e. inclusive of Indian Income Tax at the applicable rate as per Indian Income Tax Act and Rules there under
- ii. Owner shall deduct withholding tax at source (TDS) as applicable while making payments against each invoice for the services in India. Certificate for such TDS shall be provided to the supplier/contractor.
- iii. In case foreign supplier/contractor still quotes prices of site work, contracts and other services 'Net of Income Tax' i.e. exclusive of Indian Income Tax, Owner shall deduct and deposit TDS as applicable after grossing up the sums due while making payments against each invoice for the services in India.
- iv. Foreign supplier/contractor must submit (along with their bid) the following particulars which are required to be furnished by the Owner to Income Tax Department for complying with the requirements for making remittances to non-residents as per Income Tax Act, 1961 (as amended from time to time):-
 - A) In case of procurement of goods / spares / services/works (other than technical services and Royalty) etc.
 - A certificate of having no business connection in India as given in format prescribed in **Annexure B**, or
 - In case the non-resident supplier/contractor has a business connection in India, but the supplier/contractor does not have a permanent establishment in India, in terms of Double Taxation Avoidance Agreement (DTAA) between India and his country of tax residency through which the non-resident carries on business activities (if such DTAA is in force), then the supplier/contractor is required to furnish (i) a certificate of no permanent establishment (in format prescribed in **Annexure C**) along with (ii) declaration in form 10-F (in format prescribed in **Annexure D**) and (iii) Tax Residency Certificate (TRC) containing details as specified in **Annexure E**.
 - B) In case of services in nature of Fees for Technical Services & Royalty for use of equipment or instrument etc.

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- If the supplier/contractor does not have a permanent establishment in India, in terms of Double Taxation Avoidance Agreement (DTAA) between India and his country of tax residency through which the non-resident carries on business activities (if such DTAA is in force), then the supplier/contractor is required to furnish (i) a certificate of no permanent establishment (as given in Format **Annexure C**) along with (ii) declaration in form 10-F (as given in Format **Annexure D**) and (iii) Tax Residency Certificate containing details as specified in **Annexure E**.

C) The foreign supplier/contractor is required to additionally comply with the following conditions:-

- If the non-resident is unable to obtain & submit Tax Residency Certificate to the Owner within a reasonable time, the supplier/contractor should furnish Form 10F along with an undertaking to the effect that the supplier/contractor is a tax resident of (the specified country) and that they shall obtain and provide the tax residency certificate (TRC) to the Owner before 30 days of submission of first Invoice by them or within 3 months from the date of entering into contract whichever is earlier.
- Where a non-resident has a PE in India then tax will be deducted at applicable rates and no cognizance will be given to the statement/declaration of supplier/contractor that no income derived from transaction is attributable to PE in India.

Note 1:- The word permanent establishment shall include a fixed place PE or service PE or installation PE or dependent agent PE or any other PE by whatever name called.

Note 2:- In absence of above mentioned documents for respective category, tax will be withheld at rates applicable as per the provisions of Income Tax Act, 1961 and the benefit of reduced rate will not be given.

Note 3:- In cases where the foreign supplier/contractor is not availing the benefits of DTAA and does not furnish the PAN, TDS will be deducted at higher rate as applicable Income Tax Act, 1961.

Note 4:- In case of contracts with term exceeding one financial year, the relevant documents like TRC, Form 10 F, No PE / Business Connection Certificate etc. as applicable, as per Income Tax Act, 1961 must be submitted at the beginning of each financial year and the Owner will not bear additional tax liability (if any) arising from non-submission of documents.

Note 5- The supplier/contractor shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the above particulars, along with full details.

Note 6- In case the non-resident has a Permanent Establishment in India, in terms of DTAA between India and his country of tax residence through which the non-resident carries on business

activities in relation to its engagement by the Owner, the address of Permanent Establishment or Dependent Agent is to be provided.

Note- 7 In addition to the above particulars, the supplier/contractor should also provide any other information as may be required at a later stage for determining the taxability of the amount to be remitted to the non-residents.

In case, any additional tax liability arises on the Owner due to any action of supplier/contractor like delay in submission / non-submission of information / documents required as above or change in residential status post submission of documents or change in any document (like TRC, Form 10F etc.) after its submission shall be recovered from the supplier/contractor.

b. Indian resident supplier/contractor:

Prices for supply and services of Indian supplier/contractor shall be inclusive of income tax.

Income Tax shall be deducted at source (TDS) by Owner on all sums due to supplier/contractor in accordance with provisions of Indian Income Tax Act read with Rules there under as in force at the relevant point of time.

Owner shall issue a Tax Deduction Certificate to the supplier/contractor evidencing the tax deducted / withheld and deposited by Owner on payments made to supplier/contractor to enable the supplier/contractor to claim credit of the tax deducted by Owner.

c. General Points (applicable to both a. and b. above):

- i) The supplier/contractor shall also be responsible for ensuring compliance with all applicable provisions of Direct Tax Laws of India including but not limited to the filing of relevant Tax Returns and shall promptly provide all information required by the Owner for discharging any of its responsibilities / liabilities under such laws in relation to or arising out of the contract. For the lapses/ failure, if any, on the part of the supplier/contractor and consequential penal action taken by the Income Tax Department, the Owner shall not take any responsibility whether financial or otherwise and shall be indemnified by the supplier/contractor.
- ii) The Indian Income Tax Act and Rules made there under contains provisions permitting deduction of tax at source (TDS) at lesser rate if the supplier/contractor is able to justify to the Income Tax Authorities such lesser rate of deduction. However, a deduction once made has to be deposited by the Owner with the Income Tax Authorities and will not be adjustable by the Owner. It is therefore in the interest of the supplier/contractor that prior to release of any payment due to the supplier/contractor under the contract that the supplier/contractor obtains from the relevant Income Tax Authorities in India, a certificate specifying the rate of deduction/withholding of Income Tax at source, failing which, payment to the supplier/contractor shall be made by the Owner after

deduction/withholding at rate as may be applicable to the supplier/contractor as per provisions of Income Tax Act, 1961.

- iii) TDS on interest recovered on Mobilization/Other Advance will be deposited by the supplier/contractor and same would be reimbursed by the Owner against submission of Form-16A.

C. INVOICING METHODOLOGY W.R.T. TAXATION

1. In case of domestic / foreign Purchase Orders (POs), invoices shall be raised by supplier/contractor in the name of Owner and consignee shall be Owner.
2. In case of package MR's and tenders, supplier/contractor shall bring materials at project site in their own name and they themselves shall be consignee. Afterwards, invoices shall be raised by supplier/contractor in the name of Owner after charging applicable GST.

D. EVALUATION METHODOLOGY W.R.T. TAXES

Following shall be loaded for evaluation:

1. **Output GST as quoted by the supplier/Contractor shall be loaded for price bid evaluation.** OIL shall avail Input Tax Credit (ITC), as applicable, at the time of filing the GST Return. However, Input Tax Credit (ITC) shall not be considered for price bid evaluation. The onus of quoting the correct rate of GST as per applicable GST Law, taking into account the correct HSN/SAC Code, lies entirely on the bidder.
2. 100% of GST Compensation Cess, if applicable.
3. Applicable Withholding Tax (Income Tax), in case foreign supplier/contractor quotes prices 'Net of Taxes'.

E. TAXATION TERMS FOR INDIAN SOURCED SUPPLIES (Applicable in case of foreign supplier/contractor)

Shall be the same as applicable for Indian suppliers/contractors.

F. TAX IMPLICATION WHERE FABRICATION YARD IS OUTSIDE THE FACTORY PREMISES, WHEREVER APPLICABLE

In case of package MRs and tenders, since supplier/contractor shall bring material at project site in their own name and raise invoice to Owner (as per payment milestone achieved) after charging applicable GST, location of fabrication yard, whether inside or outside factory premises, will not attract any additional liability under GST.

G. TAX IMPLICATION WHERE OWNER WILL ISSUE FREE ISSUE MATERIAL (FIM) TO CONTRACTOR

Where Owner issues Free Issue Material (FIM) to supplier/contractor, such FIM will be released against delivery challan and such FIM shall be received back in factory premises as per provision of GST.

H. STATUTORY VARIATION (in case of MRs & Tenders)

No variation on account of taxes and duties, statutory or otherwise, shall be payable to supplier/contractor except the following:

1. **GST leviable on sale of finished goods / services:** If after the due date of submission of last price bid and upto the contractual delivery/completion period (including extended delivery/contractual completion period for the reasons attributable to Owner or due to Force Majeure condition), any increase/decrease in the applicable rate of GST shall be to Owner's account and shall be adjusted (increase / decrease) to / from the supplier/contractor's invoices based on documentary evidence.

Any increase in the rate of GST after the contractual delivery/completion period (including extended delivery/contractual completion period for the reasons attributable to Owner or due to Force Majeure condition) shall be to supplier's/contractor's account in case the Owner is not entitled for input tax credit of GST. In case the Owner is entitled for input tax credit of GST, any increase in the rate of GST after the contractual completion period (including extended contractual completion period for the reasons attributable to Owner or due to Force Majeure condition) shall be to the Owner's account. However, any decrease in the rate of GST shall be passed on to Owner.

For calculating Statutory Variations, ceiling amount as declared by the supplier/contractor in relevant price schedule shall only be considered.

2. **Basic Custom Duty (BCD), Social Welfare Surcharge (SWS):** If after the due date of submission of last price bid and upto Contractual delivery/completion period (including extended delivery/contractual completion period for the reasons attributable to Owner or due to Force Majeure condition), any increase/decrease occurs in the applicable rate of BCD/SWS on materials imported, the statutory variation in such BCD/SWS shall be to Owners account and shall be adjusted (increase/decrease) to/from the supplier/contractor's invoices based on documentary evidence.

Any increase in the rate of BCD/SWS on materials imported after contractual delivery/completion period (including extended delivery/contractual completion period for the reasons attributable to Owner or due to Force Majeure condition) shall be to supplier's/contractor's account. However, any decrease in the rate of BCD/SWS on materials imported shall be passed on to Owner.

For calculating Statutory Variations in BCD/SWS, ceiling amount of CIF Value as declared by the supplier/contractor in relevant price schedule shall only be considered.

Indian supplier/contractor to consider input tax credit of IGST (in case of import of raw Materials / components) in their quoted prices. Hence, statutory variations on IGST (included in quoted prices) in case of materials imported from outside India in supplier's/contractor's name (i.e. Indian supplier/contractor) shall be to supplier/contractor's account.

3. Any new output tax/duty/cess/levy notified or imposed after the due date of submission of last price bid but before the contractual date of delivery/completion (including extended contractual delivery/completion

period for the reasons attributable to Owner or due to Force Majeure condition) shall be to Owner's account.

These shall be reimbursed against documentary evidence. However, in case of delay attributable to supplier/contractor, any new or additional taxes and duties imposed after Time for Completion, defined as above, shall be to supplier/contractor's account.

I. TAX INDEMNITY

Any omission/ errors of interpretation of applicability of taxes, duties, cesses and levies, whatsoever named, howsoever named, as are payable to any government, local or statutory authority in India or in any country other than India by the supplier/contractor shall be to supplier's/contractor's account.

If any fine/penalty/any other levy is required to be met by the Owner arising out of any non-compliance/fault/fraud/willful suppression/misstatement of facts/information/documents, whatsoever, of any applicable laws of India or any country other than India by the supplier/contractor/their personnel/sub-contractors/agencies, the same shall be recovered from any amount payable to the supplier/contractor under this contract or under any other contract of the Owner.

If any tax is paid / required to be paid by supplier/contractor in pursuance of any demand of any law enforcement agency/Tax Authority on account of non-compliance/fault/fraud/willful suppression/misstatement of facts/information/documents, whatsoever, of any applicable laws of India or any country other than India by the supplier/contractor/their personnel/sub-contractors/agencies, the same shall be to supplier's/contractor's account only.

Note:

- 1. Being Domestic Enquiry, provision w.r.t. Foreign Bidders/Contractors shall not be applicable.**

Annexure-A

Declaration for Non-Applicability of E-Invoicing

We, **<Name of Bidder entity>**, a *Proprietorship firm / Partnership firm / Company, having its registered office at **< address>**, having PAN No. _____ and GSTIN No. _____, hereby declare that **<Name of Bidder entity>** is not required to comply with e-invoicing provisions under GST.

<Name of bidder entity> also hereby declare that **<Name of bidder entity>** will update M/s OIL India LIMITED (herein after referred to as OIL) in case there is any change in the above details or in case **<Name of bidder entity>** is required to adhere to e-invoicing provisions under GST due to any subsequent change in law. In such case, **<Name of bidder entity>** shall comply with provisions of e-invoicing regime as and when the same becomes applicable to **<Name of bidder entity>**.

<Name of bidder entity> hereby declare the above statement is true and correct and **<Name of bidder entity>** shall indemnify and hold OIL good for any demand, credit reversal, denial of refund, loss, interest or penalty, suit, action, costs and expenses whatsoever (including attorneys' fees and associated legal costs) which may be commenced against and/or incurred by OIL due to any incorrect declaration or non-compliance by **<Name of bidder entity>** and OIL shall have the right to withhold or recover any such loss/cost/expense from any amount payable to **<Name of bidder entity>**.

<Name and signature of authorized signatory >

For <Name of Bidder Entity>

<Bidder Entity's Seal/Stamp>

<Date>

*Delete whichever is not applicable.

UNDERTAKING FOR HAVING NO BUSINESS CONNECTION IN INDIA

**FORMAT OF DECLARATION BY THE BIDDER THAT THE BIDDER DOES NOT HAVE A
BUSINESS CONNECTION IN INDIA**

This is to certify that.....(Name of the bidder entity) a
*Company / LLP/ Partnership Firm in(Contracting State) having
its registered office at (Address of the Bidder entity)

1. Is a Tax Resident of (Name of Contracting State);
and

2. Till 31st March ____, we did not have a business connection or fixed base in India as per the
provisions of Indian Income Tax Act, 1961. Further, up to 31st March ____, we have no intention
to have a business connection or fixed base in India.

We further undertake to notify your good office immediately if there is a change in the facts or
status of our organization in relation to being or operating a business connection of fixed base
as stated herein above.

For

Place:

Date:

(Authorized Signatory)

Name:

Address:

Local Contact No. (With ISD Code):

Email ID:

*Delete whichever is not applicable.

On bidder's Letter Head

Annexure C

UNDERTAKING FOR HAVING NO PERMANENT ESTABLISHMENT (PE) IN INDIA

FORMAT OF DECLARATION BY THE BIDDER THAT THE BIDDER DOES NOT HAVE PERMANENT ESTABLISHMENT (PE) IN INDIA

We, the beneficiary, hereby confirm as follows:

1. We are resident of (Contracting State) in accordance with the provisions of Article 4 of the Convention between the Government of the.....(Contracting State) and the Government of the Republic of the(Other Contracting State/ India) for the avoidance of Double Taxation and the prevention of fiscal evasion with respect to taxes on income ("Treaty") and are eligible to claim relief under the provisions of the Treaty including Article 5.
2. Till 31st March ____, we did not have a permanent establishment in India as contemplated under Article 5 of the Treaty respectively. Further, up to 31st March ____, we have no intention to have a fixed base or permanent establishment in the..... (Other Contracting State/ India) within the meaning of Article 5 of the Treaty respectively.

For

Place:

Date:

(Authorized Signatory)

Name:

Address:

Local Contact No. (With ISD Code):

Email ID:

On bidder's Letter Head

Annexure D

FORM NO. 10F

[See sub-rule (1) of rule 21AB]

Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961

I, _____ *son/ daughter of Shri. _____ in the capacity of _____ (designation) do provide the following information, relevant to the Previous Year _____ *in my case/ in the case of _____ for the purposes of sub-section (5) of *section 90/section 90A:

No.	Nature of Information	Details#
	(individual, company, firm etc.) of the assessee	
	Permanent Account Number or Aadhaar Number of the assessee if allotted	
	Residence (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)	
	Assessee's Tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident	
	Country or specified territory for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	
	Period of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable	

I have obtained a certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A from the Government of _____ (name of country or specified territory outside India).

Signature:

Name:

Address:

Permanent Account Number or Aadhaar Number

Verification

I _____ do hereby declare that to the best of my knowledge and belief what is stated above is correct, complete and is truly stated.

Verified today the day
of.....

Signature of the person providing the information

Place:

Notes :

1. *Delete whichever is not applicable.
2. #Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A.

On bidder's Letter Head

Annexure E

The Tax Residency Certificates shall contain the following details:

- a) Name of Vendor (assessee);
- b) Status (Individual, Company, firm etc.) of assessee;
- c) Nationality (in case of individual);
- d) Country or specified territory of incorporation or registration (in case of others);
- e) Assessee 's tax identification number in the country or specified territory of residence or in case no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory;
- f) Residential status for the purpose of tax;
- g) Period for which the certificate is applicable; and
- h) Address of the applicant for the period for which the certificate is applicable.

The Tax Residency Certificate shall be duly verified by the Government of the Country or the specified territory of the assessee of which the assessee claims to be a resident for the purposes of tax.

CONDITIONS FOR ISSUE AND RECONCILIATION OF MATERIALS [ANNEXURE – I TO SCC]

सामग्री निर्गम एवं रिकोन्सिलिएशन के लिए शर्तें

CONDITIONS FOR ISSUE AND RECONCILIATION OF MATERIALS

1	24.01.2014	Reaffirmed & Issued as Standard	SM	DJ	RKD	SC
0	21.05.2008	Doc. No. 6-10-0001 Rev 0 has been revised and issued as Standard	AS	GKI	SCB	VC
Rev. No	Date	Purpose	Prepared by	Checked by	Standards Committee Convenor	Standards Bureau Chairman
					Approved by	

Abbreviations:

MS	:	Mild Steel
OFC	:	Optical Fibre Cable
OTDR	:	Optical Time Domain Report

Construction Standards Committee

Convenor: Sh. RK Das, ED (Construction)

Members : Sh. M Deshpande, GM (Construction)
Sh. M Natarajan, GM (C&P)
Sh. Rakesh Nanda, GM (Piping)
Sh. S Mukherjee, DGM (Construction)
Sh. Janak Kishore, DGM (Projects)
Sh. D Jana, AGM (Construction)

CONTENTS

1.0	CONDITIONS FOR ISSUE OF MATERIALS	4
2.0	RETURN OF UNUSED MATERIAL/ SCRAP	4
3.0	CEMENT	5
4.0	REINFORCEMENT BARS /STRUCTURAL STEEL/PLATES	5
5.0	PIPING MATERIALS.....	6
6.0	EQUIPMENTS	7
7.0	CABLES	7
8.0	LINE PIPES	7
9.0	OPTICAL FIBRE CABLE	8
10.0	OFC JOINTING KITS	9

1.0 CONDITIONS FOR ISSUE OF MATERIALS

Whenever any material is issued by Owner, following conditions for issue of material in addition to other conditions specified in the contract shall be applicable:

- 1.1 Necessary indents shall be raised by the Contractor as per procedure laid down by the Engineer-in-Charge from time to time, when the materials are required for incorporation in permanent works.
- 1.2 Materials shall be issued only for permanent works and not for temporary works, enabling works etc. unless specifically approved by the Engineer-in-Charge.
- 1.3 The Contractor shall bear all other cost including lifting, carting from issue points to work site/Contractor's store, custody and handling etc. and return of surplus/serviceable scrap materials to Owner's storage points to be designated by the Engineer-in-Charge. No separate payment for such expenditure shall be made.
- 1.4 No material shall be allowed to be taken outside the plant without a gate pass.
- 1.5 The Contractor shall be responsible for proper storage, preservation and watch & ward of the materials.

2.0 RETURN OF UNUSED MATERIAL/ SCRAP

- 2.1 All unused/scrap materials shall be the property of the Owner and shall be returned in good and acceptable condition category wise by the Contractor at his own cost to Owner's Store(s).
- 2.2 No credit shall be given to the Contractor for return of scrap. The Contractor should quote the rates accordingly. Contractor shall make his own arrangements for weighing the cut offs to be returned to Owner's stores.
- 2.3 In case the Contractor fails to return unused materials/ accountable scrap, then recovery for such quantity of materials, not returned by the Contractor shall be affected at following penal rates from the Contractor's bills or from any other dues of the Contractor to the Owner:

S. No.	Material		Penal Rates
1.	(a)	Penal rate for non return of accountable scrap	Issue Rate + 25% or Landed Rate + 25% (in case issue rate are not indicated in the contract)
	(b)	Penal rate for return of serviceable materials in excess of permitted % allowances	
	(c)	Penal rate for issuance of unplanned OFC jointing kits	
2.	(a)	Penal rates for non return of Unused material and or penal rate for generating scrap in excess of permitted % allowances	Twice the Issue Rates or Twice the Landed Rates (in case Issue Rates are not indicated in the Contract)
	(b)	Penal rate for using excess amount of materials like cement than permitted % allowances	

NOTE : 1) Landed Rate shall be arrived from the latest Purchase Order of respective material received at site by Owner/EIL.

- 2) In case more stringent penal rates have been indicated elsewhere in the Contract (based on Project requirement), the same shall supersede the above rates.

3.0 CEMENT

3.1 Cement as received from cement Manufacturer/Stockists shall be issued to the Contractor. The theoretical weight of cement in each bag for issue purpose shall be considered as 50 Kg or 20 bags per MT. However, cement bags weighing upto 4% less shall be accepted by the Contractors and charged for as full bag.

3.2 The Contractor is required to submit the design mix for different grades of concrete, keeping in view the requirements stipulated in IS:456 and IS 10262, specifically regarding durability, slump and water cement ratio and specific gravity of materials brought to site as analyzed in the laboratories. The design shall be based upon absolute volume method and theoretical consumption of cement shall be worked out on this basis. For other than concrete items, the coefficients for consumption of cement shall be adopted as per CPWD practice.

3.3 The permissible variation between Cement actually used on the job and theoretical consumption worked out on the basis stipulated in above para 3.2 and as determined by Engineer-in-Charge shall be 3% (Three percent only).

If the actual consumption is more than 103% of the theoretical consumption, then recovery at the penal rates for the quantity of cement beyond the limit of 103% of theoretical consumption shall be affected as per clause 2.3 above.

3.4 Unused quantity of cement shall be returned by the Contractor to the Owner's stores in good condition only.

3.5 The Contractor shall maintain a good store for storing cement issued to him. The flooring of the storage house, the clearances of cement bags from the side walls/ floor & stack height etc. shall be as instructed by the Engineer-in-Charge.

3.6 The contractor shall maintain a Cement Register in prescribed format and update the entries on daily basis.

3.7 The cement store shall be offered for inspection and verification by the Engineer-in-Charge or his authorized representative at any time when the Engineer-in-Charge feels the need to do so.

3.8 Empty cement bags shall be the property of the Contractor and shall have to be disposed off by him.

4.0 REINFORCEMENT BARS / STRUCTURAL STEEL / PLATES

4.1 The scrap allowance for the reinforcement bars/structural steel including steel plate issued by the Owner, shall be total 3% (2.5% accountable and 0.5% unaccountable) of the actual consumption as incorporated in the works.

4.2 All serviceable reinforcement bars/structural steel/steel plates shall be issued in available length/shapes/sizes and no claims for extra payment on account of issue of non-standard lengths/shapes/sizes and bending etc. shall be entertained. Reinforcement bars and structural steel shall be issued on weight basis as per normal warehousing practice. In exceptional circumstances, the reinforcement bars/ structural steel, if issued on linear measurement, the IS coefficients for unit weight shall be considered. For the purpose of billing and accounting, only linear measurements shall be taken and weight shall be calculated as per IS coefficients in three decimals. The difference in unit weight as per IS and actual as issued, if any, shall be

to Contractor's account and Contractor is deemed to have considered the same at the time of bidding.

- 4.3 Reinforcement bars/structural steel/steel plates shall be issued only for those items where Owner's supply has been specifically mentioned in Schedule of Rates/ Scope of Supply. The storage of these items shall be done in such a way so as to avoid rusting/ damage to any kind to the materials.

- 4.4 All reinforcement bars/structural steel (except M.S. Plates) in length of 2 meters and above shall be considered as serviceable materials provided the material is in good and acceptable condition. Reinforcement bars/structural steel section (except M.S. Plates) in lengths less than 2M shall be treated as scrap.

The contractor shall strive to avoid generation of cut pieces of length 2m and above, as far as practicable, by effectively planning & executing the construction works.

- 4.5 For the purpose of accounting of the plates, all plates measuring not less than 1 Sq.m in area and having any dimensions not less than 200mm when returned to Owner's store, shall be considered as serviceable material. All other pieces shall be treated as wastage/scrap. The Contractor shall prepare a plate cutting diagram in such a way that the minimum scrap is generated. Also the cut plates should be used at proper places to reduce the scrap.

- 4.6 The serviceable cut pieces as mentioned in 4.4 & 4.5 above shall be considered as unused material for reconciliation purpose.

- 4.7 Material appropriation shall be done and wherever applicable, the recovery at penal rates as per clause 2.3 above shall be affected from the contractor.

5.0 PIPING MATERIALS

- 5.1 All serviceable pipes shall be issued in available lengths/shapes and no claims for extra payments on account of issue of non-standard length & shape shall be entertained. Pipes shall be issued on linear measurement basis. All valves, flanges, fittings etc. shall be issued on number(s) basis. Contractor shall store the materials in such a way so as to avoid mixing of different types of material and shall maintain complete identification and traceability at all times.

- 5.2 The scrap allowance for pipes issued by the Owner shall be 3% (2.5% accountable + 0.5% unaccountable) of the actual consumption as incorporated in the works.

- 5.3 All pipes in length of 2 meters and above shall be considered as serviceable material provided the material is in good and acceptable condition and has clear identification and traceability (Manufacturer's name, heat number/batch number and test certificates). Pipes in lengths less than 2M shall be treated as scrap.

The contractor shall strive to avoid generation of cut pieces of length 2m and above, as far as practicable, by effectively planning & executing the construction works.

- 5.4 All unused/scrap pipes, valves, flanges, forged fittings like elbows, reducers tees shall be returned by the Contractor category wise duly cleaned, greased and spec. marked at his own cost to Owner's stores.

- 5.5 Material appropriation shall be done and wherever applicable, the recovery at penal rates as per clause 2.3 above shall be affected from the contractor.

6.0 EQUIPMENTS

Various equipment/materials intended for the installation shall be received by Owner in unpacked, skid mounted, crated, packed or loose condition and shall be stored in the warehouses and open yards. In general, materials shall be issued to the Contractor in 'as received' condition. It shall be the Contractor's responsibility to draw, load and transport all materials from Owner's designated places of issue to the point of installation and return all packing materials like steel frames, wooden boxes/scrap etc. to Owner's stores.

All materials supplied by the Owner shall be duly protected by the Contractor at his own cost with appropriate preservative like primer, lacquer coating, grease etc. as required.

7.0 CABLES

Appropriation of cables shall be done as follows:

- 7.1 All the surplus and serviceable cables out of the cables quantity(ies) issued by the Owner to the Contractor shall be returned by the Contractor to the Owner's store in good condition and as directed by the Engineer-in-Charge.
- 7.2 The Contractor shall be allowed a cutting/wastage allowance (accountable scrap) of 1.5% for power cables and 3% for the control cables. This cutting/wastage allowance shall be computed on the length of cables actually laid, measured and accepted.
- 7.3 All cables being returned to store should carry Aluminium sheet tags indicating the size & type of cable. Cables of less than 15 meters length shall be termed as scrap. Cables of lengths 15M and above shall be termed as serviceable material & shall be returned size wise and category wise to the Owner's store in wooden drums. Cables of serviceable length being returned to stores in drum(s) shall be accepted only after Megger value continuity test and physical measurement is carried out by the Contractor to the satisfaction of Engineer-in-Charge. Empty cable drums and major packing material (as decided by Engineer-in-charge) shall be Owner's property and shall be returned to Owner's Store/designated place without any additional cost.

The contractor shall strive to avoid generation of cut pieces of length 15m and above, as far as practicable, by effectively planning & executing the construction works.

- 7.4 While carrying out material appropriation with the Contractor, the above points shall be taken into account. All serviceable materials returned by the Contractor (size wise & category wise) shall be deducted from the quantity(ies) issued to the Contractor for the respective sizes. Scrap generated for power cable and control cable shall also be returned to Owner's store on Lot basis. Wherever applicable, the recovery at penal rates as per clause 2.3 above shall be affected from the contractor.

8.0 LINE PIPES

- 8.1 All bare/ coated line pipes as per Line Pipe specifications shall be issued on linear measurement basis. The serviceable line pipes shall be issued in available lengths and shapes and no claim for extra payment on account of issue of non-standard length and shape shall be entertained. Contractor shall store and maintain the line pipes in proper manner to avoid mixing of different classes of pipes. Contractor shall maintain complete identification and traceability at all times. All cut pieces when returned to Owner's storage points after beveling, shall be considered as serviceable material provided:

- a) Corrosion Protection Coating is intact.

- b) Pipe pieces have pipe specifications, manufacturer's logo/name and heat number duly authenticated with hard stamp of the authorized inspector as per approved procedure.

All cut pieces of pipes measuring less than 2 M shall be treated as wastage/scrap.

The contractor shall strive to avoid generation of cut pieces of length 2m and above, as far as practicable, by effectively planning & executing the construction works.

- 8.2** For the purpose of accounting of bare/ coated line pipes, following allowances shall be permitted:

- | | | |
|----|--|-------|
| a) | Unaccountable wastage | |
| - | upto 100 Km | 0.1% |
| - | 101 to 500 Km | 0.07% |
| - | beyond 500 Km | 0.05% |
| b) | Scrap (All cut pieces of pipes measuring less than 2 Meter) | 0.25% |
| c) | Serviceable materials (All cut pieces of pipe measuring 2 Meter and above) | 0.5% |

The percentage allowance shall be accounted on the basis of pipe book chainage for main pipeline.

- 8.3** Material appropriation shall be done and wherever applicable, the recovery at penal rates as per clause 2.3 above shall be affected from the contractor.

9.0 OPTICAL FIBRE CABLE

- 9.1** For the purpose of accounting of optical fibre cable, all cut pieces measuring in length of 40 m and above when returned to Owner's storage points shall be treated as serviceable materials. All cut pieces of cable measuring less than 40 M shall be treated as scrap.

For the purpose of accounting of OFC (Optical Fibre Cable) following allowances shall be permitted:

- | | | |
|----|---|-------|
| a) | Unaccountable wastage | 0.5% |
| b) | Scrap (All cut pieces of cables measuring less than 40 M) | 0.25% |
| c) | Serviceable material (measuring 40m to 750m) | 0.25% |

The percentage allowance shall be accounted on the basis of pipe book chainage for main pipeline.

Cables returned in original drum (measuring 750m and above) with Optical Time Domain Report (OTDR) shall be considered as unused material.

- 9.2** The contractor shall strive to avoid generation of cut pieces of length 40m and above, as far as practicable, by effectively planning & executing the construction works.

- 9.3** Material appropriation shall be done and wherever applicable, the recovery at penal rates as per clause 2.3 above shall be affected from the contractor.

10.0 OFC JOINTING KITS

The Contractor shall make a schedule for use of Cable jointing kits and get the same approved from Engineer-in-charge. The quantity mentioned in this schedule shall be termed as 'planned' usage quantity which shall be issued to the Contractor. However, any jointing based on site requirements as decided by Engineer-in-charge shall be included in planned quantity.

Any unplanned jointing required to be carried out by the Contractor due to reasons not attributable to Owner/EIL shall be issued from spare quantity, if available with Owner. Such unplanned OFC Jointing Kits shall be charged from the contractor at penal rates as per clause 2.3 above.

**MINIMUM REQUIREMENT OF
EQUIPMENT TO BE MOBILIZED BY
THE CONTRACTOR AT SITE
[ANNEXURE – II TO SCC]**

**KEY CONSTRUCTION EQUIPMENTS TO BE MOBILIZED BY THE
CONTRACTOR DURING EXECUTION OF COMPOSITE WORKS FOR
UPGRADATION OF FACILITIES OF NSPL FOR TRANSPORTATION OF
ADDITIONAL PRODUCTS PROJECT OF M/S OIL**

(BIDDING DOC. NO. B436-000-83-41-PK-T-9510)

PART A (NUMALIGARH & SEKONI)

S. NO.	EQUIPMENT DESCRIPTION	CAPACITY	REQUIREMENT DURING CONSTN
1.	CRANE	50-70 MT	AS REQUIRED
2.	CRANE	40-50 MT	2
3.	HYDRAULIC CRANE (MODEL NO: TRX Series-K10,F15 TRX 1651, TRXS 2319 , MAC 1214, FX 120, FX150, 15XWE, 15XWF Rhino110 FC,ETC.) WITH AUDIO-VISUAL SIGNALLING DEVICES AND LIMIT SWITHES	10-18 MT	8
4.	HYDRAULIC EXCAVATOR WITH REVERSE HORN AND REAR LIGHT/MIRROR(WITH ROCK BREAKING ATTACHMENT)	0.7 M3	1
5.	HYDRAULIC EXCAVATOR WITH REVERSE HORN AND REAR LIGHT/MIRROR(WITH ROCK BREAKING ATTACHMENT)	0.3 M3	1
6.	HYDRAULIC/ PNEUMATIC ROTARY RIG & RELEVANT ACCESSORIES AND SUITABLE CRANE FOR RIG ASSEMBLY FOR BORED CAST-IN-SITU RCC STRAIGHT SHAFTED PILES		2
7.	CONVENTIONAL PILING RIG & RELEVANT ACCESSORIES FOR BORED CAST-IN-SITU RCC STRAIGHT SHAFTED PILES		AS REQUIRED
8.	DOZER		1
9.	BAR CUTTING/BENDING MACHINE		4
10.	DUMPER		2
11.	TRACTOR TRAILER		2
12.	LOW BED TRAILER		2
13.	READY MIXED CONCRETE (RMC) PLANT WITH TRANSIT MIXURE/ SUPPLIER	10-15 M ³ / HR	1
14.	SUPPLIER/MIXER FOR WMM/WBM		AS REQUIRED
15.	ROAD ROLLER/TANDEM ROLLER	8-10 MT	2
16.	MIXER MACHINE WITH WEIGH BATCHER		2
17.	NEEDLE VIBRATORS		4
18.	WATER TANKERS		2
19.	PLATE COMPACTOR		4
20.	DUMPY/ AUTO LEVEL		2
21.	DG SET	(65-125 KVA)	AS REQUIRED
22.	AIR COMPRESSOR	125-250 CFM	1
23.	AIR COMPRESSOR	600-750 CFM	1
24.	BLAST CLEANING EQPT. FOR SURFACE PREPARATION WITH DE-HUMIDIFIER		2
25.	SPRAY PAINTING M/C (AIRLESS)		4
26.	ELCO METER		2
27.	WELDING M/C		12
28.	TIG WELDING M/C		2
29.	GRINDING M/C		14
30.	AUTO BEVEL CUTTING M/C		1
31.	POWER HACKSAW		1
32.	GAS CUTTING SET		14
33.	PORTABLE CUTTING MACHINE		4
34.	PIPE CLAMS FOR FIT-UP OF DIFFERENT SIZES		AS REQUIRED
35.	TOOLS AND TACKLES FOR TAPE COATING		AS REQUIRED

36.	HOLIDAY TESTER (All size as per SOQ)		2 SET
37.	GAMMA RAY SOURCE FOR RADIOGRAPHY		2
38.	X RAY SOURCE FOR RADIOGRAPHY		2
39.	ULTRASONIC TESTING M/C		AS REQUIRED
40.	TOOLS AND TACKLES FOR DPT/MPT	SET	AS REQUIRED
41.	PNEUMATIC PILE HEAD BREAKER/CUTTING MACHINE		2
42.	HYDRO-TEST PUMP (MOTORISED)		4
43.	WATER FILLING PUMP (SUITABLE CAPACITY)		2
44.	DEWATERING PUMP (SUITABLE CAPACITY)		2
45.	PORTABLE ALLOY ANALYSER (PAA) WITH PRINTOUT FACILITY		AS REQUIRED
46.	BOLT TENSIONER FOR ALL SIZES AS PER SOQ		1 SET
47.	TORQUE WRENCH FOR BOLT TIGHTENING OF FLANGES	ALL SIZES	1 SET
48.	JACK HAMMER		2
49.	TOOLS AND TACKEL FOR INSULATION AS PER SOQ	ALL SIZES	AS REQUIRED
50.	SAFETY VALVE TEST JIG/BENCH		1
51.	TOOLS AND TACKLES MECHANICAL /CHEMICAL ANCHOR FASTNER		AS REQUIRED
52.	TOOLS AND TACKLES FOR FIRE PROOFING AS PER SOQ		AS REQUIRED
53.	TOOLS AND TACKLES FOR CENTERING & SHUTTERING WORKS AS PER SOQ		AS REQUIRED
54.	TOOLS AND TACKLES FOR HVAC WORKS AS PER SOQ		AS REQUIRED
55.	TOOLS AND TACKLES FOR VENTILATION & PRESSURIZATION WORKS AS PER SOQ		AS REQUIRED
56.	TOOLS AND TACKLES FOR PPR PIPING WORKS AS PER SOQ		AS REQUIRED
57.	TOOLS AND TACKLES FOR GI PIPING WORKS AS PER SOQ		AS REQUIRED
58.	TOOLS AND TACKLES FOR CLEAN AGENT SYSTEM WORKS AS PER SOQ		AS REQUIRED
59.	TOOLS AND TACKLES FOR GEOGRID WORKS AS PER SOQ		AS REQUIRED
60.	TOOLS AND TACKLES FOR CHAIN LINK FENCING/BARBED WIRE WORKS AS PER SOQ		AS REQUIRED
61.	TOOLS AND TACKLES FOR VACUUM DEWATERING CONCRETE SYSTEM WORKS AS PER SOQ		AS REQUIRED
62.	TOOLD AND TACKLES FOR TCP/PCP WORKS AS PER SOQ		AS REQUIRED
63.	INSULATION RESISTANCE MEGGER	5KV, 2.5KV, 1KV & 500V	2 EACH
64.	3 TERMINAL EARTH TESTER		4
65.	DIGITAL MULTIMETER		6
66.	TONG TESTER	3000A,1000A,500A & 100A	6
67.	HV Hi-Pot KIT	60KV WITH 1Ma/ 10mA Leakage	1
68.	RELAY TESTING KIT: Preferably of OMICRON make		AS REQUIRED
69.	EARTH DISCHARGE ROD		2
70.	BREAKER TIMING KIT (3POLE)		1
71.	TRANSFORMER OIL FILTER M/C	500 LPH	1
72.	TRANSFORMER OIL BDV TEST KIT	UPTO 120 KV	1
73.	THERMOMETER (FOR CHECKING MOTOR TEMPERATURE)- LASER TYPE	0-400 ⁰ C	2
74.	RPM METER (FOR CHECKING MOTOR RPM)- LASER TYPE	UPTO 3000	2
75.	VIBRATION METER (FOR CHECKING MOTOR VIBRATION)		2
76.	GREASE GUN –With adjustable needle for various Sizes		AS REQUIRED

77.	VARIACS (1 PHASE)	15 AMP	2
78.	VARIACS (3PHASE)	20 AMP	2
79.	DC CONTACT RESISTANCE (MV Drop) TEST KIT	100A	2
80.	POWER PACK (FOR DC SOURCE)		2
81.	LUX METER		1
82.	MANUAL/HYDRAULIC CRIMPING TOOL		1 SET EACH
83.	PRIMARY & SECONDARY INJECTION KIT		2
84.	RESISTOR BANK FOR CHECKING CAPACITY OF BATTERY BANK		AS REQUIRED
85.	LEAKAGE CURRENT DETECTOR		2
86.	POWER SOURCE	24V	2
87.	CURRENT SOURCE	4-20 m A	2
88.	LAPTOP FOR RELAY CONFIGURATION		1
89.	PIPE BENDING M/C		2
90.	BENCH VICE		2
91.	DEAD WEIGHT TESTER		2
92.	PRESSURE CALIBRATOR (HIGH/LOW/VACUUM)	EACH	2
93.	TEMPERAURE CALIBRATOR (RTD/THERMOCOUPLE)	EACH	2
94.	MASTER GAUGE (L/H)	EACH	2
95.	TEMPERATURE BATH		2
96.	CAPACITANCE METER		AS REQUIRED
97.	PORTABLE DRILLING M/C AND HOLE CUTTER		2 SETS
98.	PORTABLE FERRULE WRITING MACHINE		AS REQUIRED
99.	TOOLS AND TACKLES FOR TUBE CUTTING AND TUBE BENDING MACHINE		AS REQUIRED
100.	TOOLS AND TACKLES FOR CALIBRATION AS PER SOQ		AS REQUIRED
101.	FIELD COMMUNICATOR (LATEST VERSION)		2
102.	VERNIER CALLIPERS AND MICROMETER		2 EACH
103.	ROLLERS FOR CABLE PULLING		AS REQUIRED
104.	TOOLS AND TACKLES FOR HIGH STRAIN DYNAMIC LOAD INTEGRITY TEST AS PER SOQ		AS REQUIRED
105.	TOOLS AND TACKLES FOR LOW STRAIN INTEGRITY TEST (as per ASTM D5882)		AS REQUIRED
106.	EQUIPMENTS & ACCESSORIES FOR PILE LOAD TESTING (VERTICAL, PULLOUT AND LATERAL) AS PER SOQ		AS REQUIRED
107.	LABORATORY EQPTS FOR ALL LABORATORY TEST REQUIRED DURING PILING/CONCRETING/BACKFILLING AS PER THE SPECIFICATION		AS REQUIRED
108.	ELECTRICIAN TOOL KIT		AS REQUIRED
109.	INSTRUMENTATION TOOL KIT	SET	AS REQUIRED
110.	LABORATORY EQPTS		AS REQUIRED

NOTES :

1. The details of key construction equipments in good working condition, required to be mobilized by the Contractor, to complete the work within the schedule. The actual deployment schedule of Construction Equipments shall be approved by Engineer-in-charge. Contractor shall augment the above list with additional numbers/categories of equipments, tools & tackles, as required and directed by Engineer-In charge to complete the work within the completion time schedule and quoted price.
2. Contractor to confirm that the above equipments are available with him in good working condition and shall be timely mobilized on this project site. Contractor has the option to hire some of these equipments form equipment-hiring agencies also.
3. Owner/EIL reserves the right to physically check & verify the availability of these equipments prior to award of work.
4. Contractor shall replace any defective/damaged equipments promptly to complete the work without any time & cost implication to the Owner/EIL.

5. Construction equipment identified above shall be mobilised by contractor as and when relevant activities are required to be carried out for completing the job within completion time schedule and as per direction of Engineer In-charge.
6. Instruments (as applicable) to be made available with valid calibration certificate, issued by NABL accredited laboratory.

**KEY CONSTRUCTION EQUIPMENTS TO BE MOBILIZED BY THE
CONTRACTOR DURING EXECUTION OF COMPOSITE WORKS FOR
UPGRADATION OF FACILITIES OF NSPL FOR TRANSPORTATION OF
ADDITIONAL PRODUCTS PROJECT OF M/S OIL**

(BIDDING DOC. NO. B436-000-83-41-PK-T-9510)

PART B (NOONMATI & BONGAIGAON)

S. NO.	EQUIPMENT DESCRIPTION	CAPACITY	REQUIREMENT DURING CONSTN
1.	CRANE	50-70 MT	AS REQUIRED
2.	CRANE	40-50 MT	2
3.	HYDRAULIC CRANE (MODEL NO: TRX Series-K10,F15 TRX 1651, TRXS 2319 , MAC 1214, FX 120, FX150, 15XWE, 15XWF Rhino110 FC,ETC.) WITH AUDIO-VISUAL SIGNALLING DEVICES AND LIMIT SWITHES	10-18 MT	8
4.	HYDRAULIC EXCAVATOR WITH REVERSE HORN AND REAR LIGHT/MIRROR(WITH ROCK BREAKING ATTACHMENT)	0.7 M3	1
5.	HYDRAULIC EXCAVATOR WITH REVERSE HORN AND REAR LIGHT/MIRROR(WITH ROCK BREAKING ATTACHMENT)	0.3 M3	1
6.	HYDRAULIC/ PNEUMATIC ROTARY RIG & RELEVANT ACCESSORIES AND SUITABLE CRANE FOR RIG ASSEMBLY FOR BORED CAST-IN-SITU RCC STRAIGHT SHAFTED PILES		2
7.	CONVENTIONAL PILING RIG & RELEVANT ACCESSORIES FOR BORED CAST-IN-SITU RCC STRAIGHT SHAFTED PILES		AS REQUIRED
8.	DOZER		1
9.	BAR CUTTING/BENDING MACHINE		4
10.	DUMPER		2
11.	TRACTOR TRAILER		2
12.	LOW BED TRAILER		2
13.	READY MIXED CONCRETE (RMC) PLANT WITH TRANSIT MIXURE/ SUPPLIER	5-10 M ³ / HR	1
14.	SUPPLIER/MIXER FOR WMM/WBM		AS REQUIRED
15.	ROAD ROLLER/TANDEM ROLLER	8-10 MT	2
16.	MIXER MACHINE WITH WEIGH BATCHER		2
17.	NEEDLE VIBRATORS		4
18.	WATER TANKERS		2
19.	PLATE COMPACTOR		4
20.	DUMPY/ AUTO LEVEL		2
21.	DG SET	(65-125 KVA)	AS REQUIRED
22.	AIR COMPRESSOR	125-250 CFM	1
23.	AIR COMPRESSOR	600-750 CFM	1
24.	BLAST CLEANING EQPT. FOR SURFACE PREPARATION WITH DE-HUMIDIFIER		2
25.	SPRAY PAINTING M/C (AIRLESS)		4
26.	ELCO METER		2
27.	WELDING M/C		12
28.	TIG WELDING M/C		2
29.	GRINDING M/C		14
30.	AUTO BEVEL CUTTING M/C		1
31.	POWER HACKSAW		1
32.	GAS CUTTING SET		14
33.	PORTABLE CUTTING MACHINE		4
34.	PIPE CLAMS FOR FIT-UP OF DIFFERENT SIZES		AS REQUIRED
35.	TOOLS AND TACKLES FOR TAPE COATING		AS REQUIRED

36.	HOLIDAY TESTER (All size as per SOQ)		2 SET
37.	GAMMA RAY SOURCE FOR RADIOGRAPHY		2
38.	X RAY SOURCE FOR RADIOGRAPHY		2
39.	ULTRASONIC TESTING M/C		AS REQUIRED
40.	TOOLS AND TACKLES FOR DPT/MPT	SET	AS REQUIRED
41.	PNEUMATIC PILE HEAD BREAKER/CUTTING MACHINE		2
42.	HYDRO-TEST PUMP (MOTORISED)		4
43.	WATER FILLING PUMP (SUITABLE CAPACITY)		2
44.	DEWATERING PUMP (SUITABLE CAPACITY)		2
45.	PORTABLE ALLOY ANALYSER (PAA) WITH PRINTOUT FACILITY		AS REQUIRED
46.	BOLT TENSIONER FOR ALL SIZES AS PER SOQ		1 SET
47.	TORQUE WRENCH FOR BOLT TIGHTENING OF FLANGES	ALL SIZES	1 SET
48.	JACK HAMMER		2
49.	TOOLS AND TACKEL FOR INSULATION AS PER SOQ	ALL SIZES	AS REQUIRED
50.	SAFETY VALVE TEST JIG/BENCH		1
51.	TOOLS AND TACKLES MECHANICAL /CHEMICAL ANCHOR FASTNER		AS REQUIRED
52.	TOOLS AND TACKLES FOR FIRE PROOFING AS PER SOQ		AS REQUIRED
53.	TOOLS AND TACKLES FOR CENTERING & SHUTTERING WORKS AS PER SOQ		AS REQUIRED
54.	TOOLS AND TACKLES FOR HVAC WORKS AS PER SOQ		AS REQUIRED
55.	TOOLS AND TACKLES FOR VENTILATION & PRESSURIZATION WORKS AS PER SOQ		AS REQUIRED
56.	TOOLS AND TACKLES FOR PPR PIPING WORKS AS PER SOQ		AS REQUIRED
57.	TOOLS AND TACKLES FOR GI PIPING WORKS AS PER SOQ		AS REQUIRED
58.	TOOLS AND TACKLES FOR CLEAN AGENT SYSTEM WORKS AS PER SOQ		AS REQUIRED
59.	TOOLS AND TACKLES FOR GEOGRID WORKS AS PER SOQ		AS REQUIRED
60.	TOOLS AND TACKLES FOR CHAIN LINK FENCING/BARBED WIRE WORKS AS PER SOQ		AS REQUIRED
61.	TOOLS AND TACKLES FOR VACUUM DEWATERING CONCRETE SYSTEM WORKS AS PER SOQ		AS REQUIRED
62.	TOOLD AND TACKLES FOR TCP/PCP WORKS AS PER SOQ		AS REQUIRED
63.	INSULATION RESISTANCE MEGGER	5KV, 2.5KV, 1KV & 500V	2 EACH
64.	3 TERMINAL EARTH TESTER		4
65.	DIGITAL MULTIMETER		6
66.	TONG TESTER	3000A,1000A,500A & 100A	6
67.	HV Hi-Pot KIT	60KV WITH 1Ma/ 10mA Leakage	1
68.	RELAY TESTING KIT: Preferably of OMICRON make		AS REQUIRED
69.	EARTH DISCHARGE ROD		2
70.	BREAKER TIMING KIT (3POLE)		1
71.	TRANSFORMER OIL FILTER M/C	500 LPH	1
72.	TRANSFORMER OIL BDV TEST KIT	UPTO 120 KV	1
73.	THERMOMETER (FOR CHECKING MOTOR TEMPERATURE)- LASER TYPE	0-400 ⁰ C	2
74.	RPM METER (FOR CHECKING MOTOR RPM)- LASER TYPE	UPTO 3000	2
75.	VIBRATION METER (FOR CHECKING MOTOR VIBRATION)		2
76.	GREASE GUN –With adjustable needle for various Sizes		AS REQUIRED

77.	VARIACS (1 PHASE)	15 AMP	2
78.	VARIACS (3PHASE)	20 AMP	2
79.	DC CONTACT RESISTANCE (MV Drop) TEST KIT	100A	2
80.	POWER PACK (FOR DC SOURCE)		2
81.	LUX METER		1
82.	MANUAL/HYDRAULIC CRIMPING TOOL		1 SET EACH
83.	PRIMARY & SECONDARY INJECTION KIT		2
84.	RESISTOR BANK FOR CHECKING CAPACITY OF BATTERY BANK		AS REQUIRED
85.	LEAKAGE CURRENT DETECTOR		2
86.	POWER SOURCE	24V	2
87.	CURRENT SOURCE	4-20 m A	2
88.	LAPTOP FOR RELAY CONFIGURATION		1
89.	PIPE BENDING M/C		2
90.	BENCH VICE		2
91.	DEAD WEIGHT TESTER		2
92.	PRESSURE CALIBRATOR (HIGH/LOW/VACUUM)	EACH	2
93.	TEMPERAURE CALIBRATOR (RTD/THERMOCOUPLE)	EACH	2
94.	MASTER GAUGE (L/H)	EACH	2
95.	TEMPERATURE BATH		2
96.	CAPACITANCE METER		AS REQUIRED
97.	PORTABLE DRILLING M/C AND HOLE CUTTER		2 SETS
98.	PORTABLE FERRULE WRITING MACHINE		AS REQUIRED
99.	TOOLS AND TACKLES FOR TUBE CUTTING AND TUBE BENDING MACHINE		AS REQUIRED
100.	TOOLS AND TACKLES FOR CALIBRATION AS PER SOQ		AS REQUIRED
101.	FIELD COMMUNICATOR (LATEST VERSION)		2
102.	VERNIER CALLIPERS AND MICROMETER		2 EACH
103.	ROLLERS FOR CABLE PULLING		AS REQUIRED
104.	TOOLS AND TACKLES FOR HIGH STRAIN DYNAMIC LOAD INTEGRITY TEST AS PER SOQ		AS REQUIRED
105.	TOOLS AND TACKLES FOR LOW STRAIN INTEGRITY TEST (as per ASTM D5882)		AS REQUIRED
106.	EQUIPMENTS & ACCESSORIES FOR PILE LOAD TESTING (VERTICAL, PULLOUT AND LATERAL) AS PER SOQ		AS REQUIRED
107.	LABORATORY EQPTS FOR ALL LABORATORY TEST REQUIRED DURING PILING/CONCRETING/BACKFILLING AS PER THE SPECIFICATION		AS REQUIRED
108.	ELECTRICIAN TOOL KIT		AS REQUIRED
109.	INSTRUMENTATION TOOL KIT	SET	AS REQUIRED
110.	LABORATORY EQPTS		AS REQUIRED

NOTES :

1. The details of key construction equipments in good working condition, required to be mobilized by the Contractor, to complete the work within the schedule. The actual deployment schedule of Construction Equipments shall be approved by Engineer-in-charge. Contractor shall augment the above list with additional numbers/categories of equipments, tools & tackles, as required and directed by Engineer-In charge to complete the work within the completion time schedule and quoted price.
2. Contractor to confirm that the above equipments are available with him in good working condition and shall be timely mobilized on this project site. Contractor has the option to hire some of these equipments form equipment-hiring agencies also.
3. Owner/EIL reserves the right to physically check & verify the availability of these equipments prior to award of work.
4. Contractor shall replace any defective/damaged equipments promptly to complete the work without any time & cost implication to the Owner/EIL.

5. Construction equipment identified above shall be mobilised by contractor as and when relevant activities are required to be carried out for completing the job within completion time schedule and as per direction of Engineer In-charge.
6. Instruments (as applicable) to be made available with valid calibration certificate, issued by NABL accredited laboratory.

**KEY CONSTRUCTION EQUIPMENTS TO BE MOBILIZED BY THE
CONTRACTOR DURING EXECUTION OF COMPOSITE WORKS FOR
UPGRADATION OF FACILITIES OF NSPL FOR TRANSPORTATION OF
ADDITIONAL PRODUCTS PROJECT OF M/S OIL**

(BIDDING DOC. NO. B436-000-83-41-PK-T-9510)

PART C (MADARIHAT & SILIGURI)

S. NO.	EQUIPMENT DESCRIPTION	CAPACITY	REQUIREMENT DURING CONSTN
1.	CRANE	50-70 MT	AS REQUIRED
2.	CRANE	40-50 MT	2
3.	HYDRAULIC CRANE (MODEL NO: TRX Series-K10,F15 TRX 1651, TRXS 2319 , MAC 1214, FX 120, FX150, 15XWE, 15XWF Rhino110 FC,ETC.) WITH AUDIO-VISUAL SIGNALLING DEVICES AND LIMIT SWITHES	10-18 MT	8
4.	HYDRAULIC EXCAVATOR WITH REVERSE HORN AND REAR LIGHT/MIRROR(WITH ROCK BREAKING ATTACHMENT)	0.7 M3	1
5.	HYDRAULIC EXCAVATOR WITH REVERSE HORN AND REAR LIGHT/MIRROR(WITH ROCK BREAKING ATTACHMENT)	0.3 M3	1
6.	HYDRAULIC/ PNEUMATIC ROTARY RIG & RELEVANT ACCESSORIES AND SUITABLE CRANE FOR RIG ASSEMBLY FOR BORED CAST-IN-SITU RCC STRAIGHT SHAFTED PILES		2
7.	CONVENTIONAL PILING RIG & RELEVANT ACCESSORIES FOR BORED CAST-IN-SITU RCC STRAIGHT SHAFTED PILES		AS REQUIRED
8.	DOZER		1
9.	BAR CUTTING/BENDING MACHINE		2
10.	DUMPER		2
11.	TRACTOR TRAILER		2
12.	LOW BED TRAILER		2
13.	READY MIXED CONCRETE (RMC) PLANT WITH TRANSIT MIXURE/ SUPPLIER	5-10 M ³ / HR	1
14.	SUPPLIER/MIXER FOR WMM/WBM		AS REQUIRED
15.	ROAD ROLLER/TANDEM ROLLER	8-10 MT	2
16.	MIXER MACHINE WITH WEIGH BATCHER		2
17.	NEEDLE VIBRATORS		4
18.	WATER TANKERS		2
19.	PLATE COMPACTOR		4
20.	DUMPY/ AUTO LEVEL		2
21.	DG SET	(65-125 KVA)	AS REQUIRED
22.	AIR COMPRESSOR	125-250 CFM	1
23.	AIR COMPRESSOR	600-750 CFM	1
24.	BLAST CLEANING EQPT. FOR SURFACE PREPARATION WITH DE-HUMIDIFIER		2
25.	SPRAY PAINTING M/C (AIRLESS)		4
26.	ELCO METER		2
27.	WELDING M/C		12
28.	TIG WELDING M/C		2
29.	GRINDING M/C		14
30.	AUTO BEVEL CUTTING M/C		1
31.	POWER HACKSAW		1
32.	GAS CUTTING SET		14
33.	PORTABLE CUTTING MACHINE		4
34.	PIPE CLAMS FOR FIT-UP OF DIFFERENT SIZES		AS REQUIRED
35.	TOOLS AND TACKLES FOR TAPE COATING		AS REQUIRED

36.	HOLIDAY TESTER (All size as per SOQ)		2 SET
37.	GAMMA RAY SOURCE FOR RADIOGRAPHY		2
38.	X RAY SOURCE FOR RADIOGRAPHY		2
39.	ULTRASONIC TESTING M/C		AS REQUIRED
40.	TOOLS AND TACKLES FOR DPT/MPT	SET	AS REQUIRED
41.	PNEUMATIC PILE HEAD BREAKER/CUTTING MACHINE		2
42.	HYDRO-TEST PUMP (MOTORISED)		4
43.	WATER FILLING PUMP (SUITABLE CAPACITY)		2
44.	DEWATERING PUMP (SUITABLE CAPACITY)		2
45.	PORTABLE ALLOY ANALYSER (PAA) WITH PRINTOUT FACILITY		AS REQUIRED
46.	BOLT TENSIONER FOR ALL SIZES AS PER SOQ		1 SET
47.	TORQUE WRENCH FOR BOLT TIGHTENING OF FLANGES	ALL SIZES	1 SET
48.	JACK HAMMER		2
49.	TOOLS AND TACKEL FOR INSULATION AS PER SOQ	ALL SIZES	AS REQUIRED
50.	SAFETY VALVE TEST JIG/BENCH		1
51.	TOOLS AND TACKLES MECHANICAL /CHEMICAL ANCHOR FASTNER		AS REQUIRED
52.	TOOLS AND TACKLES FOR FIRE PROOFING AS PER SOQ		AS REQUIRED
53.	TOOLS AND TACKLES FOR CENTERING & SHUTTERING WORKS AS PER SOQ		AS REQUIRED
54.	TOOLS AND TACKLES FOR HVAC WORKS AS PER SOQ		AS REQUIRED
55.	TOOLS AND TACKLES FOR VENTILATION & PRESSURIZATION WORKS AS PER SOQ		AS REQUIRED
56.	TOOLS AND TACKLES FOR PPR PIPING WORKS AS PER SOQ		AS REQUIRED
57.	TOOLS AND TACKLES FOR GI PIPING WORKS AS PER SOQ		AS REQUIRED
58.	TOOLS AND TACKLES FOR CLEAN AGENT SYSTEM WORKS AS PER SOQ		AS REQUIRED
59.	TOOLS AND TACKLES FOR GEOGRID WORKS AS PER SOQ		AS REQUIRED
60.	TOOLS AND TACKLES FOR CHAIN LINK FENCING/BARBED WIRE WORKS AS PER SOQ		AS REQUIRED
61.	TOOLS AND TACKLES FOR VACUUM DEWATERING CONCRETE SYSTEM WORKS AS PER SOQ		AS REQUIRED
62.	TOOLD AND TACKLES FOR TCP/PCP WORKS AS PER SOQ		AS REQUIRED
63.	INSULATION RESISTANCE MEGGER	5KV, 2.5KV, 1KV & 500V	2 EACH
64.	3 TERMINAL EARTH TESTER		4
65.	DIGITAL MULTIMETER		6
66.	TONG TESTER	3000A,1000A,500A & 100A	6
67.	HV Hi-Pot KIT	60KV WITH 1Ma/ 10mA Leakage	1
68.	RELAY TESTING KIT: Preferably of OMICRON make		AS REQUIRED
69.	EARTH DISCHARGE ROD		2
70.	BREAKER TIMING KIT (3POLE)		1
71.	TRANSFORMER OIL FILTER M/C	500 LPH	1
72.	TRANSFORMER OIL BDV TEST KIT	UPTO 120 KV	1
73.	THERMOMETER (FOR CHECKING MOTOR TEMPERATURE)- LASER TYPE	0-400 ⁰ C	2
74.	RPM METER (FOR CHECKING MOTOR RPM)- LASER TYPE	UPTO 3000	2
75.	VIBRATION METER (FOR CHECKING MOTOR VIBRATION)		2
76.	GREASE GUN –With adjustable needle for various Sizes		AS REQUIRED

77.	VARIACS (1 PHASE)	15 AMP	2
78.	VARIACS (3PHASE)	20 AMP	2
79.	DC CONTACT RESISTANCE (MV Drop) TEST KIT	100A	2
80.	POWER PACK (FOR DC SOURCE)		2
81.	LUX METER		1
82.	MANUAL/HYDRAULIC CRIMPING TOOL		1 SET EACH
83.	PRIMARY & SECONDARY INJECTION KIT		2
84.	RESISTOR BANK FOR CHECKING CAPACITY OF BATTERY BANK		AS REQUIRED
85.	LEAKAGE CURRENT DETECTOR		2
86.	POWER SOURCE	24V	2
87.	CURRENT SOURCE	4-20 m A	2
88.	LAPTOP FOR RELAY CONFIGURATION		1
89.	PIPE BENDING M/C		2
90.	BENCH VICE		2
91.	DEAD WEIGHT TESTER		2
92.	PRESSURE CALIBRATOR (HIGH/LOW/VACUUM)	EACH	2
93.	TEMPERAURE CALIBRATOR (RTD/THERMOCOUPLE)	EACH	2
94.	MASTER GAUGE (L/H)	EACH	2
95.	TEMPERATURE BATH		2
96.	CAPACITANCE METER		AS REQUIRED
97.	PORTABLE DRILLING M/C AND HOLE CUTTER		2 SETS
98.	PORTABLE FERRULE WRITING MACHINE		AS REQUIRED
99.	TOOLS AND TACKLES FOR TUBE CUTTING AND TUBE BENDING MACHINE		AS REQUIRED
100.	TOOLS AND TACKLES FOR CALIBRATION AS PER SOQ		AS REQUIRED
101.	FIELD COMMUNICATOR (LATEST VERSION)		2
102.	VERNIER CALLIPERS AND MICROMETER		2 EACH
103.	ROLLERS FOR CABLE PULLING		AS REQUIRED
104.	TOOLS AND TACKLES FOR HIGH STRAIN DYNAMIC LOAD INTEGRITY TEST AS PER SOQ		AS REQUIRED
105.	TOOLS AND TACKLES FOR LOW STRAIN INTEGRITY TEST (as per ASTM D5882)		AS REQUIRED
106.	EQUIPMENTS & ACCESSORIES FOR PILE LOAD TESTING (VERTICAL, PULLOUT AND LATERAL) AS PER SOQ		AS REQUIRED
107.	LABORATORY EQPTS FOR ALL LABORATORY TEST REQUIRED DURING PILING/CONCRETING/BACKFILLING AS PER THE SPECIFICATION		AS REQUIRED
108.	ELECTRICIAN TOOL KIT		AS REQUIRED
109.	INSTRUMENTATION TOOL KIT	SET	AS REQUIRED
110.	LABORATORY EQPTS		AS REQUIRED

NOTES :

1. The details of key construction equipments in good working condition, required to be mobilized by the Contractor, to complete the work within the schedule. The actual deployment schedule of Construction Equipments shall be approved by Engineer-in-charge. Contractor shall augment the above list with additional numbers/categories of equipments, tools & tackles, as required and directed by Engineer-In charge to complete the work within the completion time schedule and quoted price.
2. Contractor to confirm that the above equipments are available with him in good working condition and shall be timely mobilized on this project site. Contractor has the option to hire some of these equipments form equipment-hiring agencies also.
3. Owner/EIL reserves the right to physically check & verify the availability of these equipments prior to award of work.
4. Contractor shall replace any defective/damaged equipments promptly to complete the work without any time & cost implication to the Owner/EIL.

5. Construction equipment identified above shall be mobilised by contractor as and when relevant activities are required to be carried out for completing the job within completion time schedule and as per direction of Engineer In-charge.
6. Instruments (as applicable) to be made available with valid calibration certificate, issued by NABL accredited laboratory.

CALIBRATION REQUIREMENTS OF MONITORING AND MEASURING DEVICES AT CONSTRUCTION SITES [ANNEXURE – III TO SCC]

निर्माण स्थलों पर निगरानी और मापने के उपकरणों की आंशांकन आवश्यकताएँ

CALIBRATION REQUIREMENTS OF MONITORING AND MEASURING DEVICES AT CONSTRUCTION SITES

1	02.07.2020	Revised & Updated	DG	RK	AKK	SKS
0	28.04.2015	Doc. No. 9-1940-0030 Rev 0 has been issued as Standard	DJ	SNB	MD	SC
Rev. No	Date	Purpose	Prepared by	Checked by	Standards Committee Convenor	Standards Bureau Chairman
					Approved by	

Abbreviations:

BIS	:	Bureau of Indian Standard
NABL	:	National Accreditation Board for Testing and Calibration Laboratories
CEIL	:	Certification Engineers International Ltd.
LRS	:	Lloyd's Register Group Limited
BV	:	Bureau Veritas
ABS	:	ABS Consultancy
DNV	:	Det Norske Veritas
IRS	:	Indian Registrar for Shipping
PMI	:	Positive Material Identification

Construction Standards Committee

Convenor: Sh. A K Kundu, ED (Construction)

Members: Sh. Janak Kishore, ED (Projects)
Sh. Biswajit Mandal, Sr. GM (SCM)
Sh. Udayan Chakravarty, Sr. GM (Piping)
Sh. Ravindra Kumar, GM (Construction)
Sh. Debasish Ghosal, GM (Construction)
Sh. Pankaj Kumar Rai, AGM (Construction)

Requirement for control of monitoring and measuring devices.

Sl. No.	Description	Calibration requirements	Frequency	Remarks
A.	Civil-Survey			
A.1.	Theodolite	To check for permanent adjustments by traversing and observing the closing error. (Refer Note).	Once in a year or project duration whichever is earlier.	Record to be maintained
A.2.	Level Instruments (Auto Level / Dumpy Level)	To check by backsight / foresight readings, the temporary adjustments of level. (Refer Note).	Every use.	Record to be maintained
A.3.	Steel measurement tapes	---	---	a. "Freemans" make or BIS approved make shall be used. b. Mutilated, or broken tapes shall not be used. c. Marking on the tape shall be legible
A.4.	Cross staff	---	---	Same as 3b & 3c above.
A.5.	Distomat	Actual Physical Verification at Site.	Before using first time at site.	Records to be maintained.
A.6.	Total Station	To check for permanent adjustments by traversing and observing the closing error, etc. (Refer Note).	Once in a year or project duration whichever is earlier.	Record to be maintained
B.	Civil Laboratory			
B.1.	All balances - Mechanical	Check for zero error	Whenever used.	---
B.2.	Weigh Batcher / Batching Plant	Calibration of scales	Once in three Months.	Records to be maintained.
B.3.	Cube testing machine	Calibration certificate from manufacturers or from calibrating laboratories / agency. (Refer Note).	As per manufacturer specification or once a year whichever is earlier	Records to be maintained.
B.4.	Moisture Meter	Calibration of scales .	6 months.	Records to be maintained.
B.5.	Vicat Appratus	Calibration certificate from manufacturers or from calibrating laboratories / agency. (Refer Note).	As per manufacturer specification or once a year whichever is earlier.	Records to be maintained.

Sl. No.	Description	Calibration requirements	Frequency	Remarks
C.	Mechanical/ Electrical/Welding			
C.1	Pressure gauges	Calibration certificate from calibrating laboratories / agencies or calibrate by dead weight testers with standard weights or with master Gauge. (Refer Note)	Once in 6 months	Records to be maintained.
C.2	Dial gauges	Check for Zero error.	Whenever used	---
C.3	Dead weight tester	Calibration from manufacturer or calibrating laboratories / agency. Calibration certificate shall not be older than one month from the date of mobilization. (Refer Note).	As per manufacturer's recommendation or once in a six month whichever is earlier.	Records (Calibration certificate) to be maintained.
C.4	Vernier caliper / screw gauge	Check for Zero error.	Whenever used.	---
C.5	Holiday tester	Calibration from manufacturer or calibrating laboratories / agency or calibration by zeep meter. (Refer Note).	Once in 6 months.	Records to be maintained.
C.6	Elcometer	Check with standard test films supplied by the manufactures.	Before use .	Records to be maintained.
C.7	Universal Testing machine	Calibration Certificate from various third party inspection agency. Viz. CEIL, LRS, BV, ABS, DNV or IRS etc.	As per manufacturer's recommendation or once a year whichever is earlier.	Records to be maintained.
C.8	Charpy V-notch Impact testing machine.	Calibration Certificate from various third party inspection agency. Viz. CEIL, LRS, BV, ABS, DNV or IRS etc.	As per manufacturer's recommendation or once in a year whichever is earlier.	Records to be maintained.
C.9	Hardness Testing machine.	Check with the standard test block supplied with the machine as per manufacturer's Recommendation.	Before use.	Records to be maintained.
C.10	Chemical Analysis, ex : PMI etc.	Check with the standard samples.	Before use.	Records to be maintained.
C.11	Various Digital and Analog meters.	Calibration Certificate from calibrating laboratories / agencies or the Manufacturer (Refer Note).	Once in Six Months or as per manufacturer's recommendation whichever is earlier.	Records to be maintained.

Sl. No.	Description	Calibration requirements	Frequency	Remarks
C.12	HIPOT Kit, Multimeter / Clampmeter, Ohmicron Kit, CT Analyser, CRM Kit, BDV Kit, Tachometer etc.	Calibration Certificate from calibrating laboratories / agencies (Refer Note).	Once in Six months.	Records to be maintained.
C.13	Temperature / Pressure recorders	Calibration from manufacturer or any calibrating laboratories / agency (Refer Note).	Once in Six months.	Records to be maintained
C.14	Temperature gauges	Calibration Certificate from calibrating laboratories / agencies (Refer Note).	Once in Six months.	To be discarded in case of damage or malfunctioning.
C.15	Thermocouples	Manufacturer's Certificate or Chemical Check	---	---
C.16	Vibration probes	Calibration from calibrating laboratories / agencies (Refer Note).	Once in a year.	To be discarded in case of damage or Malfunctioning.
C.17	Decibel-Meter	Calibration from calibrating laboratories / agencies (Refer Note).	Once in a year.	To be discarded in case of damage or Malfunctioning.
C.18	Manual Torque Wrench / Electric Torque Machine	Calibration from manufacturer or any calibrating laboratories / agency (Refer Note).	As per manufacturer's recommendation or once in a year whichever is earlier.	Records to be maintained
C.19	Mother Oven	Calibration from manufacturer or any calibrating laboratories / agency (Refer Note).	As per manufacturer's recommendation or once in a year whichever is earlier.	Records to be maintained.

Note: If Error is found, it has to be sent to manufacturers or their agents (Calibrating laboratories / agency) or to any other lab / agency for recalibration / rectification and certification. The calibrating laboratory / agency shall be NABL accredited or any other lab accredited as per ISO/IEC:17025 by any of the National/International accreditation body for relevant testing.

**KEY CONSTRUCTION MANPOWER
TO BE DEPLOYED BY THE
CONTRACTOR
[ANNEXURE – IV TO SCC]**

**KEY CONSTRUCTION MANPOWER TO BE DEPLOYED BY THE
CONTRACTOR DURING EXECUTION OF COMPOSITE WORKS FOR
UPGRADATION OF FACILITIES OF NSPL FOR TRANSPORTATION OF
ADDITIONAL PRODUCTS PROJECT OF M/S OIL**

(BIDDING DOC. NO. B436-000-83-41-PK-T-9510)

PART A (NUMALIGARH & SEKONI)

SL. NO.	DESCRIPTION	REQUIREMENT DURING CONSTN.
1.	RCM/SITE-IN-CHARGE	1
2.	STATION IN CHARGE	2
3.	LEAD DISCIPLINE ENGINEERS	
	- MECHANICAL	1
	- CIVIL / STRUCTURAL	1
	- WELDING/NDT	1
	- ELECTRICAL	1
	- INSTRUMENTATION	1
4.	LEAD QA/QC ENGINEER	1
5.	LEAD PLANNING ENGINEER	1
6.	SAFETY OFFICER & OTHER SAFETY PERSONNEL	AS PER HSE STANDARD SPECIFICATION (6-82-0001)
7.	W/H IN-CHARGE/MATERIALS MANAGER	1
8.	QUANTITY SURVEYOR	1
9.	DISCIPLINE ENGINEERS + SUPERVISORS	
	- MECHANICAL	4+8
	- CIVIL / STRUCTURAL	4+6
	- WELDING/NDT	2+2
	- ELECTRICAL	2+2
	- INSTRUMENTATION	2+2
	- PLANNING ENGINEER	1+1
	- STORE OFFICER/KEEPER	2+2
	- LICENCED ELECTRICIAN	2

NOTES

- 1) Above key construction manpower is required to be deployed by the contractor to complete the work within schedule. Contractor is required to augment the above list with additional numbers/categories of personnel as required and directed by Engineer-In charge to complete the work within the completion time schedule and quoted price.
- 2) The Key Construction Personnel identified above shall be well qualified & having adequate relevant experience, as specified in document No. 7-82-0003 enclosed elsewhere in the bidding document. The other manpower shall also be qualified and experienced with their assigned work.
- 3) Key Construction personnel identified above shall be deployed by contractor as and when relevant activities are required to be carried out for completing the job within completion time schedule and as per direction of Engineer In-charge.
- 4) CVs of key persons proposed to be deployed shall be submitted to Owner/Engineer-In-charge prior to their mobilization at site. The mobilization of key personnel shall be done at site subject to prior approval of their CVs by Owner/Engineer-In-charge.

**KEY CONSTRUCTION MANPOWER TO BE DEPLOYED BY THE
CONTRACTOR DURING EXECUTION OF COMPOSITE WORKS FOR
UPGRADATION OF FACILITIES OF NSPL FOR TRANSPORTATION OF
ADDITIONAL PRODUCTS PROJECT OF M/S OIL**

(BIDDING DOC. NO. B436-000-83-41-PK-T-9510)

PART B (NOONMATI & BONGAIGAON)

SL. NO.	DESCRIPTION	REQUIREMENT DURING CONSTN.
1.	RCM/SITE-IN-CHARGE	1
2.	STATION IN CHARGE	2
3.	LEAD DISCIPLINE ENGINEERS	
	- MECHANICAL	1
	- CIVIL / STRUCTURAL	1
	- WELDING/NDT	1
	- ELECTRICAL	1
	- INSTRUMENTATION	1
4.	LEAD QA/QC ENGINEER	1
5.	LEAD PLANNING ENGINEER	1
6.	SAFETY OFFICER & OTHER SAFETY PERSONNEL	AS PER HSE STANDARD SPECIFICATION (6-82-0001)
7.	W/H IN-CHARGE/MATERIALS MANAGER	1
8.	QUANTITY SURVEYOR	1
9.	DISCIPLINE ENGINEERS + SUPERVISORS	
	- MECHANICAL	4+8
	- CIVIL / STRUCTURAL	4+6
	- WELDING/NDT	2+2
	- ELECTRICAL	2+2
	- INSTRUMENTATION	2+2
	- PLANNING ENGINEER	1+1
	- STORE OFFICER/KEEPER	2+2
	- LICENCED ELECTRICIAN	2

NOTES

- 1) Above key construction manpower is required to be deployed by the contractor to complete the work within schedule. Contractor is required to augment the above list with additional numbers/categories of personnel as required and directed by Engineer-In charge to complete the work within the completion time schedule and quoted price.
- 2) The Key Construction Personnel identified above shall be well qualified & having adequate relevant experience, as specified in document No. 7-82-0003 enclosed elsewhere in the bidding document. The other manpower shall also be qualified and experienced with their assigned work.
- 3) Key Construction personnel identified above shall be deployed by contractor as and when relevant activities are required to be carried out for completing the job within completion time schedule and as per direction of Engineer In-charge.
- 4) CVs of key persons proposed to be deployed shall be submitted to Owner/Engineer-In-charge prior to their mobilization at site. The mobilization of key personnel shall be done at site subject to prior approval of their CVs by Owner/Engineer-In-charge.

(STAMP & SIGNATURE OF BIDDER)

**KEY CONSTRUCTION MANPOWER TO BE DEPLOYED BY THE
CONTRACTOR DURING EXECUTION OF COMPOSITE WORKS FOR
UPGRADATION OF FACILITIES OF NSPL FOR TRANSPORTATION OF
ADDITIONAL PRODUCTS PROJECT OF M/S OIL**

(BIDDING DOC. NO. B436-000-83-41-PK-T-9510)

PART C (MADARIHAT & SILIGURI)

SL. NO.	DESCRIPTION	REQUIREMENT DURING CONSTN.
1.	RCM/SITE-IN-CHARGE	1
2.	STATION IN CHARGE	2
3.	LEAD DISCIPLINE ENGINEERS	
	- MECHANICAL	1
	- CIVIL / STRUCTURAL	1
	- WELDING/NDT	1
	- ELECTRICAL	1
	- INSTRUMENTATION	1
4.	LEAD QA/QC ENGINEER	1
5.	LEAD PLANNING ENGINEER	1
6.	SAFETY OFFICER & OTHER SAFETY PERSONNEL	AS PER HSE STANDARD SPECIFICATION (6-82-0001)
7.	W/H IN-CHARGE/MATERIALS MANAGER	1
8.	QUANTITY SURVEYOR	1
9.	DISCIPLINE ENGINEERS + SUPERVISORS	
	- MECHANICAL	4+6
	- CIVIL / STRUCTURAL	4+4
	- WELDING/NDT	2+2
	- ELECTRICAL	2+2
	- INSTRUMENTATION	2+2
	- PLANNING ENGINEER	1+1
	- STORE OFFICER/KEEPER	2+2
	- LICENCED ELECTRICIAN	2

NOTES

- 1) Above key construction manpower is required to be deployed by the contractor to complete the work within schedule. Contractor is required to augment the above list with additional numbers/categories of personnel as required and directed by Engineer-In charge to complete the work within the completion time schedule and quoted price.
- 2) The Key Construction Personnel identified above shall be well qualified & having adequate relevant experience, as specified in document No. 7-82-0003 enclosed elsewhere in the bidding document. The other manpower shall also be qualified and experienced with their assigned work.
- 3) Key Construction personnel identified above shall be deployed by contractor as and when relevant activities are required to be carried out for completing the job within completion time schedule and as per direction of Engineer In-charge.
- 4) CVs of key persons proposed to be deployed shall be submitted to Owner/Engineer-In-charge prior to their mobilization at site. The mobilization of key personnel shall be done at site subject to prior approval of their CVs by Owner/Engineer-In-charge.

**QUALIFICATION AND EXPERIENCE OF
KEY SUPERVISORY
PERSONNELS
[ANNEXURE – V TO SCC]**

प्रमुख निर्माण कार्मिकों के लिए अपेक्षित योग्यता एवं अनुभव और तैनाती न करने पर जुर्माना

QUALIFICATION & EXPERIENCE REQUIREMENT OF KEY CONSTRUCTION PERSONNEL AND PENALTY FOR THEIR NON- MOBILIZATION

1	01.07.2020	Revised & Updated	DG	RK	AKK	SKS
0	12.06.2015	Doc. No. 9-1940-0001 Rev 1 has been revised and issued as Standard	DJ	RK	MD	SC
Rev. No	Date	Purpose	Prepared by	Checked by	Standards Committee Convenor	Standards Bureau Chairman
					Approved by	

Abbreviations:

CV	:	Curriculum Vitae
EPC	:	Engineering, Procurement & Construction
EPCC	:	Engineering, Procurement, Construction & Commissioning
ISO	:	International Organization for Standardization
NDT	:	Non Destructive Testing
QA/QC	:	Quality Assurance /Quality Control
RT	:	Radiography Testing
UT	:	Ultrasonic Testing

Construction Standards Committee

Convenor: Sh. A K Kundu, ED (Construction)

Members: Sh. Janak Kishore, ED (Projects)
Sh. Biswajit Mandal, Sr. GM (SCM)
Sh. Udayan Chakravarty, Sr. GM (Piping)
Sh. Ravindra Kumar, GM (Construction)
Sh. Debasish Ghosal, GM (Construction)
Sh. Pankaj Kumar Rai, AGM (Construction)

CONTENTS

- 1. QUALIFICATION & EXPERIENCE (POST QUALIFICATION)4**
- 2. PENALTY FOR NON-MOBILIZATION OF KEY CONSTRUCTION PERSONNEL.... 5**

Qualification & Experience (Post Qualification)

CATEGORY	QUALIFICATION & EXPERIENCE (POST QUALIFICATION) REQUIRED			
Resident Construction Manager/ Resident Engineer/Site-In-Charge	Degree or Diploma in Engineering with minimum following relevant experience in construction:			
	Awarded value (Rs) →	< 10 Cr. Works	10 - 50 Cr. Works	> 50 Cr. Works
	Degree holders	5 yrs	10 yrs	15 yrs
	Diploma holders	8 yrs	13 yrs	20 yrs
Lead Discipline Engineer (Mechanical, Civil, Electrical, Instrumentation)	Degree or Diploma in relevant Engineering discipline with following minimum experience in Construction:			
	Awarded value (Rs) →	≤ 10 Cr. Works	10-50 Cr. Works	> 50 Cr. Works
	Degree holders	3 yrs	5 yrs	10 yrs
	Diploma holders	5 yrs	8 yrs	13 yrs
Lead Welding / NDT Engineer	Degree or Diploma in Mechanical Engineering/ Metallurgy with the minimum following experience in Welding & NDT (Non Destructive Testing) and possessing valid Level-II certificate in the relevant NDT methodology (RT/UT)			
	Awarded value (Rs) →	≤ 10 Cr. Works	10-50 Cr. Works	> 50 Cr. Works
	Degree holders	3 yrs	5 yrs	10 yrs
	Diploma holders	5 yrs	8 yrs	13 yrs
Lead QA/QC Engineer	Degree or Diploma in Engineering with following experience (refer Note 1 also) :			
	Awarded value (Rs) →	≤ 10 Cr. Works	10-50 Cr. Works	> 50 Cr. Works
	Degree holders	3 yrs of construction experience of which minimum 1 years in QA/QC	5 yrs of construction experience of which minimum 2 years in QA/QC	10 yrs of construction experience of which minimum 3 years in QA/QC
	Diploma holders	5 yrs of construction experience of which minimum 3 years in QA/QC	8 yrs of construction experience of which minimum 5 years in QA/QC	13 yrs of construction experience of which minimum 6 years in QA/QC
Lead Planning Engineer	Degree or Diploma in Engineering with following experience in Planning & Scheduling			
	Awarded value (Rs) →	≤ 10 Cr. Works	10-50 Cr. Works	> 50 Cr. Works
	Degree holders	3 yrs	5 yrs	8 yrs
	Diploma holders	5 yrs	8 yrs	13 yrs
Safety Officer / Supervisor	As per HSE Specification enclosed elsewhere in the bidding document.			

Warehouse- In- Charge/ Materials Manager	Diploma in Engineering or Diploma in Materials Management or Graduate in any stream with min. following experience in Warehousing/ Stores Management:			
	Awarded value (Rs) →	≤ 10 Cr. Works	10-50 Cr. Works	> 50 Cr. Works
	Experience	3 years	5 yrs.	10 yrs.
Quantity Surveyor	Degree or Diploma in Engineering with minimum following experience in quantity estimation, field measurement, bill preparation etc. in Construction field:			
	Awarded value (Rs) →	≤ 10 Cr. Works	10-50 Cr. Works	> 50 Cr. Works
	Degree holders	2 yrs	3 yrs	5 yrs
	Diploma holders	4 yrs	6 yrs	8 yrs
Discipline Engineer	Degree in relevant Engineering Discipline with minimum 2 years of relevant experience in construction or Diploma in relevant Engineering Discipline with minimum 4 years of relevant experience in Construction. Welding / NDT engineer shall possess valid Level-II certificate in the relevant NDT methodology (RT/UT).			

NOTES : (For Table)

1. For Mechanical, Composite, EPC or EPCC Contracts of value more than Rupees 50 crores, the Lead QA/QC Engineer shall be a qualified internal auditor for ISO 9001.
2. CVs of key construction personnel proposed to be deployed shall be submitted to Owner/Engineer-in-Charge prior to their mobilization at site. The mobilization of key personnel shall be done at site subject to prior approval of their CVs by Owner/Engineer-in-Charge.

PENALTY FOR NON - MOBILIZATION OF KEY CONSTRUCTION PERSONNEL

Penalty for non-mobilization per day per person after the contractual mobilization period / mobilization schedule agreed during Kick off meeting / jointly agreed between contractor and PMC / Owner based on front availability etc.

- Rs. 7000/- for Resident Construction Manager/ Resident Engineer/ Site-in-Charge.
- Rs. 4000/- for Lead QA/QC Engineer, Lead Planning Engineer, Warehouse In-charge, Lead Discipline Engineers, Lead Welding / NDT Engineer and the Quantity surveyor.
- Safety Officer (As per HSE Specification).

NOTES : (For Penalty Clauses)

- a) All intervening off days (Sundays etc.) and holidays will be counted for levy of penalty.
- b) Mobilized personnel shall not be demobilized till contractual completion or based on consent of Engineer-in-Charge, else penalties as above shall be applied.
- c) Total of above penalties shall not exceed 2% of the awarded contract value.

MEASUREMENT OF WORK [ANNEXURE - VI TO SCC]

MEASUREMENT OF WORK

1.0 GENERAL

- 1.1 The mode of measurement shall be as mentioned in relevant standard specification incorporated in the Bidding Document. Any other mode of measurements not covered in above specifications shall be followed in accordance with relevant BIS codes /Schedule of Rates/ Specifications etc. and/or as decided by Engineer-in-Charge. Only the relevant mode(s) of measurement as detailed in this Section shall be applicable for the items covered in the scope of work / Schedule of Rates of the Bidding Document.
- 1.2 Payment will be made on the basis of joint measurements taken by Contractor and certified by Engineer-In-Charge. Measurement shall be based on "Approved for Construction" drawings, to the extent that the work conforms to the drawings and details are adequate.
- 1.3 Wherever work is executed based on instructions of Engineer-In-Charge or details are not adequate in the drawings, physical measurements shall be taken by Contractor in the presence of Engineer-In-Charge.
- 1.4 Measurements of weights shall be in metric tonnes corrected to the nearest Kilogram. Linear measurements shall be in meters corrected to the nearest centimetres.
- 1.5 The weights mentioned in the drawing or shipping list shall be the basis for payment. If mountings for panels etc. are packed separately, their erection weights shall include all mountings.
- 1.6 No other payment either for temporary works connected with this Contract or for any other item such as weld, shims, packing plates etc. shall be made. Such items shall be deemed to have been included for in the rates quoted.
- 1.7 Measurements will be made for various items under schedule of rates on the following basis as indicated in the unit column
- | | |
|-------------|-----------|
| i) Weights | MT or Kg |
| ii) Length | M (Metre) |
| iii) Number | No. |
| iv) Volume | Cu.M |
| v) Area | Sq.M |
- 1.8 Wherever the unit of items has been indicated as lumpsum, the payment shall be made on lumpsum basis on completion & no mode of measurement shall be applicable.
- 1.9 The measurement for cable laying shall be made on the basis of length actually laid from lug to lug including length of loops provided.

2.0 STRUCTURAL STEEL WORK & MISCELLANEOUS STRUCTURES

- 2.1 Payment for steel work shall be made on basis of admissible weight of the structure accepted, the weight being determined as described below.
- 2.2 The weight for payment will be assessed from the approved fabrication drawings and the respective bill of materials prepared by the Contractor and approved by the Engineer-in-Charge. The weight of structural material/Plate shall be calculated wherever necessary on the basis of IS Hand Book. If sections are different from IS Sections, then Manufacturer Hand Book shall be referred to.

- 2.3 Sections built out of plates/structural shall be paid on the actual weight incorporated except for gussets which will be paid on the weight of the smallest rectangle enclosing the shape.
- 2.4 Gratings shall be paid on the basis of calculated weights as determined from the dimensions given on the design drawings/bill of materials. Full deduction shall be made for all opening above 300 mm size and skews.
- 2.5 Welds, bolts, nuts, washers etc. shall not be measured. Rate of structural steel work shall be deemed to include the same.
- 2.6 No other payment either for temporary works or for any other item such as welds, shims, packing plates etc., shall be made. Such items shall be deemed to have been included in the rate quoted for steel work.

3.0 PIPING

- 3.1 Mode of Measurement of Piping works is based on Inch. dia of Fabrication and Inch. Meter of Erection of Piping Works

Measurement of above ground and underground piping shall be done in the following manner:

3.1.1 Fabrication of Piping

- i) Measurement for fabrication of pipe shall be done on the basis of Inch. dia (the nominal diameter of pipe in 'Inches' multiplied by number of weld joints). All pre-fabrication work (including transportation of materials to site, fit up, shop weld, fabrication of spool pieces for erection) as well as all piping welding in situ are covered in Inch. dia. of fabrication. This shall include all types of BUTT-welding e.g. GTAW, SMAW.
- ii) Payment shall be made based on the unit rate against following diameter range of pipes and type of welds, under the headings of pipe metallurgy (CS/AS/SS etc., separately for IBR/NIBR and thickness upto 10 MM/10-20 MM/20-30 MM/30-40MM etc.).

(a) Butt Welds

Upto 1-1/2" NB
2" to 6" NB
8" to 14" NB
16" to 24" NB
26" to 36" NB
38" to 48" NB
50" to 60" NB
Above 60" NB

(b) Fillet Welds

Upto 1-1/2" NB
2" to 6" NB
8" to 14" NB
16" to 24" NB
26" to 36" NB
38" to 48" NB
50" to 60" NB
Above 60" NB

- iii) Total welding for slip on flanges shall be accounted as one single joint per flange.
- iv) Seal welds, wherever required shall not be counted under weld joints.
- v) No separate payment shall be made for welding involved in pipe supports as well as corrosion pads. Payment for corrosion pads shall be made under pipe supports only.
- vi) Branch welds shall be considered under butt welds

3.1.2 Erection of Piping

- i) Measurement will be done based on Inch. Meter (the nominal diameter of pipe in 'Inches' multiplied by the installed length of piping in 'Meters') as per execution drawing. Inch. Meter shall include all work pertaining to Erection of Fabricated spools/straight lengths, providing vent, drains, instrument tapings, alignment, hydro-testing and all other activities required as per item description, but not covered in scope under Inch. dia.
- (ii) Payment shall be made based on the unit rate against following diameter range of pipes:
 - Upto 1-1/2" NB
 - 2" to 6" NB
 - 8" to 14" NB
 - 16" to 24" NB
 - 26" to 36" NB
 - 38" to 48" NB
 - 50" to 60" NB
 - Above 60" NB
- (iii) All lines shall be measured along the centre lines of pipes, curvilinear centre lines of bends and elbows, centre line of flanges and all other fittings such as tees, reducers, expansion joints etc. all in line instruments, line mounted fittings, ejectors, eductors, mixers, sight glasses, trays, filters, desuperheaters etc. Length of all types of valves except socket weld valves upto 1-1/2" shall be excluded in this measurement. However, no separate payment for socket weld valves upto 1-1/2" size shall be made and the quoted rates for piping shall be deemed to include the same.

REMARKS:

1. Measurement of following items shall be in linear Running meter basis/Lumpsum basis, as applicable:
 - i) Cement lined piping
 - ii) Rubber lined piping
 - iii) Teflon lined piping
 - iv) Plastic piping (HDPE etc.)
 - v) Galvanised piping
 - vi) Jacketed piping
 - vii) Steam Tracers
 - viii) Tubing
2. Measurement of following items shall be on number basis:
 - i) Piping Specials like Mitres & Fabricated Reducers
 - ii) Reinforcement pads

3.2 Piping

- 3.2.1 For measurement and payment of Supply, fabrication and erection of Piping work, only finished item shall be measured. Payment will be based on linear measurements as per

execution drawings. No separate measurement shall be made for the activities covered under the description of item for piping work.

- i) All lines shall be measured along the centre lines of pipes, curvilinear centre lines of bends and elbows, centre line of flanges and all other fittings such as tees, reducers, expansion joints etc. all in line instruments, line mounted fittings, ejectors, eductors, mixers, sight glasses, tray, filters, desuperheaters etc. All type of valves other than those specifically mentioned in Schedule of Rates shall be excluded from this measurement. However, no separate payment for socket weld valves upto 1½" size shall be made and the quoted rates for piping shall be deemed to include the same.
- ii) The socket weld fittings shall be supplied to the Contractor as per the requirements of the drawings. All other hot/cold bends, reducers etc. for size 1-1/2" and below shall be fabricated and erected as per requirements by the Contractor at no additional cost and his rates for piping of size 1-1/2" and below shall be inclusive of this work.
- iii) The forged tees shall be supplied to the contractor as per the requirements of the drawings. All other branch connections including reinforcement pads shall be accomplished by pipe to pipe connections. The rates quoted for piping shall be inclusive of making branch connections. The reinforcement pads shall be measured separately.
- iv) Vents and drains shall be measured from O.D. of pipe lines and shall be paid for at the corresponding unit rates for similar sizes of pipe. Other piping attachment such as couplings, earthing lugs etc. shall be supplied and erected by the Contractor within his quoted rates for piping. Vents and drains required temporarily for flushing and testing shall be provided by the Contractor at their cost.
- v) Fabrication of spool pieces for temporary use to aid Contractor's work such as fabrication, erection, flushing and testing of piping etc. shall be done by Contractor at his cost as part of piping work and no separate payment shall be made for the same.
- vi) In case of branch piping, the measurement shall be made from outer surface of the main line except in case of equal size branches, in which case measurement shall be made from centre line of the branching header.
- vii) As regards safety valves, size of valves will be identified by inlet pipe size.
- viii) Reducers will be paid along with piping of larger diameter except in case of funnels where they are welded only to the smaller diameter pipe, for which payment will be made along with piping of such smaller dia.
- ix) All piping attachments such as couplings, orifice plates, steam traps, strainers, earthing lugs etc. shall be erected by the Contractor as part of piping erection work and no separate payment will be made for the same.

3.3 Erection of Valves

Subject to 3.2 above, all types of valves erection of all types of valves such as gate/globe/ check/ plus/needle/ ball/ control/ safety valves/gate valves/butterfly valves etc. will be paid measured and paid on number basis at the rates given separately in the Schedule of Rates. Any dismantling and re-erection of the valves required for the purpose of testing, calibration etc. will be carried out by the Contractor within his quoted rates. The length of such valves along with companion flanges-shall be excluded from piping length.

All the safety valves in the pump skid, compressors and other package, skid items which are erected by the contractor for which payment is made in MT, contractor shall dismantle the safety valves, hand it over for calibration and re-erect the same. No separate payment will be made for dismantling, handing over for calibration and re-erection of safety valves.

The rate for such works is included in the contractor quoted rate for erection of the equipments.

3.4 Fabrication of Supports

- i) If piping supports, corrosion pads are to be measured and paid under a separate item, measurement and payment of supply, fabrication and erection of pipe supports shall be on weight basis. Only the finished item shall be measured.
- ii) Bolts, nuts and washers including U-bolt will be supplied by Contractor. Weight of bolts, nuts and clamps etc. shall not be added to the weight of pipe support for payment purpose.
- iii) Erection of all types of supports, spring supports and turn buckles, including grouting of supports, if required, shall be carried out by the Contractor as part of piping work and no separate measurement and payment will be made for it.

4.0 VESSELS, EXCHANGERS, ETC.

- 4.1 Payment will be made on weight basis. Weights as indicated on execution drawings will be considered for payment. Where weight is not indicated on the execution drawings, weights as indicated on packing lists will be considered for payment. In case where weights are neither indicated on execution drawings nor on packing list, weight will be calculated. Weld metal weight will not be considered and no deduction will be made towards opening less than 300 mm diameter. Full deductions shall be made for all openings above 300 mm diameters.
- 4.2 For erection of mounting and accessories such as safety valves with manifold, distance piece, rupture discs, sight glasses, davits etc., including weight of these will be added to that of respective equipments for the purpose of payment.
- 4.3 Internals etc. measured as actual quantity that has been erected and consumed shall be taken for payment purpose.

5.0 PUMPS, COMPRESSORS AND MISCELLANEOUS EQUIPMENTS

- 5.1 Payment will be made on weight basis. Weights as indicated on execution drawings will be considered for payment. Where weights are not indicated on the execution drawings, weights as indicated on packing lists will be considered for payment. In case where weights are neither indicated on execution drawings nor on packing list, weight will be calculated.
- 5.2 For erection of auxiliaries and accessories, weight of these will be added to that of respective machinery for the purpose of payment.
- 5.3 If piping for cooling water, lubricating oil, etc. are supplied to the Contractor in prefabricated condition with the machinery, the weights of these will be added to the respective machinery for the purpose of payment. In case these are required to be fabricated and erected by the contractor, these will be paid at the rates applicable for the respective size of piping and in such case the weight of these shall not be added to that of the machinery.
- 5.4 No separate measurement and payment for supply and application of ordinary/non-shrink grouting shall be made, as the unit rates are inclusive of supply and application of ordinary/non-shrink grouting.

6.0 POST WELD HEAT TREATMENT (IF APPLICABLE)

Payment for post weld heat treatment shall be made on the basis of per circumferential joint for different diameters of pipes as per the rates quoted separately. Repeat post weld heat

treatment for repaired joints or otherwise due to Contractor's fault will be carried out at Contractor's cost.

7.0 RADIOGRAPHY / DYE-PENETRANT EXAMINATIONS / MAGNETIC PARTICLE TEST (MPT)

Payment for radiography shall be made on the basis of circumferential joints for different pipe dia. Repeat radiography due to defective films or on repaired joint due to Contractor's fault or for additional radiography necessitated due to poor performance of Contractor's welder will be done at Contractor's cost.

Magnetic particle and dye penetrant test will be paid on the weld length tested/ circumferential weld joints as mentioned in Schedule of Rates.

8.0 PAINTING ON EQUIPMENTS/PIPING/STRUCTURAL STEEL ETC.

a) EQUIPMENTS

- i) For columns, vessels, reactors, Exchangers, furnaces, ejectors etc., measurement shall be on square meter basis taken over the painted surface.
- ii) For pumps, motors and compressors measurement shall be made on number basis.

b) PAINTING ON PIPING INCLUDING SPECIALS AND FITTINGS

- i) Payment will be made on linear measurement in 'Metres' corrected to the nearest centimeter.
- ii) Piping shall be measured along the centre line through all types of fittings and flanges.
- iii) Rates for painting of pipes shall be inclusive of painting of all types of pipe supports, flanges, guides, shoes, saddles, clamps, corrosion pads etc and also all types of fittings except valves (2" and above) which shall be paid separately on number basis.
- iv) There will be no separate measurements of the colour bands/ identification signs (line numbering), flow direction etc. on uninsulated piping, the rates of painting of linear length of piping shall be inclusive of cost of such items.

c) PAINTING ON STEEL STRUCTURE

- i) Payment for steel structures shall be made on the basis of admissible weight of structure painted.
- ii) Welds, bolts, nuts, washers etc. shall not be measured and rates for painting of structure shall be inclusive of painting such items.

9.0 PAINTING WORK UNDER INSULATION

a) EQUIPMENTS:

- i) For Columns, vessels, reactors, Exchangers, furnaces, ejectors etc., measurement shall be on square meter basis taken over the painted surface.
- ii) For pumps, motors and compressors measurement shall be made on number basis.

b) PIPING:

- i) Payment will be made on linear measurement in 'Metres' corrected to the nearest centimeter.
- ii) Piping shall be measured along the centre line through all types of fittings and flanges.
- iii) Rates for painting of pipes shall be inclusive of painting of all types of pipe supports, flanges, guides, shoes, saddles, clamps, etc and also all types of fittings except valves (2" and above) which shall be paid separately on number basis.
- iv) There will be no separate measurements of the colour bands/ identification signs (line numbering), flow direction etc. on un-insulated piping, the rates of painting of linear length of piping shall be inclusive of cost of such items.

10.0 INSULATION WORK ON PIPING / EQUIPMENT, ETC.

10.1 PIPING

Measurement of piping shall be taken/ considered along Curvilinear center lines of pipe insulated and through all fittings which are insulated but excluding valves (2" and above). Instruments and fittings which are insulated, measurements shall be considered as under:

- i) For all types of valves (2" and above), including control valves on which removable box has been provided, payment shall be made per number. This shall be including mating flanges on either side and proper body of valves/ control valves.
- ii) For all type of flange assembly including orifice plate, payment shall be made on number basis.
- iii) For bends, additional measurement equivalent to single the length of curvilinear center lines of bends shall be added to the respective size of piping.
- iv) Reducers will be considered with larger diameter.
- v) No extra payment shall be made for tees, branch connections and inspection plugs and the rates quoted shall be inclusive of all these items. Branch connections shall be measured from the outer surface of the header.
- vi) No extra payment shall be made for vents, drains and instrument connections having nozzles length upto 12". However, if the length of such connections exceeds 300 mm the same will be paid as per piping measurement in respective sizes.
- vii) For all fittings measurement along curvature center line shall be considered.
- viii) Steam/Refrigerent traced lines and untraced pipelines shall be normally specified and measured separately. Steam/Refrigerent traced lines shall also be normally specified and measured separately, according to the number of tracers.
- ix) For Steam/Refrigerent traced pipelines, which are specified and are measured separately, only the diameter of the main pipelines (s) shall be reckoned for measurement of insulation. No separate measurement shall be made for the insulation of the steam tracer line (s) which shall be deemed to have been covered under the insulation of the main pipeline.
- x) No extra payment shall be made for all types of valves of size 1½" and below and these shall be considered as part of the piping Insulation work.

10.2 TANKS, COLUMNS, VESSELS, DRUMS, EXCHANGERS, AND MISC. EQUIPMENTS:

Measurements shall be made over finished area of insulation. No deduction shall be made for any area required to be left un-insulated, the area of which is equivalent to a circle of 300mm in diameter or less.

All insulated nozzles/manholes shall be measured as given below:

- i) All Piping Insulation, if the area of such nozzle is equivalent to a circle of 300mm in diameter or less. The area covered by such nozzle shall not be deducted from the over all area of tank/column/vessel/exchanger/ equipment insulation measurements
- ii) If any nozzle/manhole, insulated is equivalent to a circle of over 300mm in diameter, the area of such nozzle/manhole to be considered for measurements shall be taken as twice the actual insulated area and paid for as vessel insulation. The areas of tank/column/vessel/exchangers/ equipment, covered by such nozzle/manhole shall be excluded from measurements.
- iii) The area of standard dished ends of vessels, exchangers etc. shall be considered as the square of the diameter of the insulated body of shell for purpose of measurement. For flat ends actual area shall be considered for payment. For removable boxes, if any, on exchangers no extra payment will be made
- iv) Insulated areas with different specification shall be measured separately, such as:
 - Roofs/tops of tanks considering them as flat surfaces.
 - Sides of tanks and vessels where corrugated aluminium sheets are to be used measurements being taken over the crest of corrugated sheets
 - However, the quoted price shall be deemed to be on the above considerations i.e. Roofs/Tops of tanks by using flat Aluminium sheet. No additional payment shall be made for using corrugated Aluminium sheets as per Technical Specification and the quoted rates shall be deemed to be inclusive of it.
 - For boxes or stiffener rings, area over two sides of boxes perpendicular to the axis of the equipment shall be added to the area of equipment.
 - For any other connected structure, if insulated, the measurement shall be taken on actual area basis.

11.0 ELECTRICAL WORKS

- 11.1 The measurement of works as mentioned in the relevant Technical/Standard Specification shall be followed.

12.0 INSTRUMENTATION WORKS

- 12.1 The measurement of works as mentioned in the relevant Technical/Standard Specification shall be followed.

TERMS OF PAYMENT

[ANNEXURE - VII TO SPECIAL CONDITIONS OF CONTRACT]

- 1) **MOBILIZATION ADVANCE:** Not Applicable
- 2) **SECURED ADVANCE ON MATERIALS:** Not Applicable
- 3) **ON ACCOUNT PAYMENTS**

Progressive payments shall be released to Contractor against running account bills duly certified by Engineer-in-charge after affecting the necessary deductions/recovery, if any. The basis for payment against various items shall be as follows:

S. NO.	NATURE OF WORK	PAYMENT TERMS
1	<u>CIVIL</u>	
1.1	U/G Piping Measurement in Running Meter	<p>a. CARBON STEEL PIPES – SUPPLIED BY CONTRACTOR</p> <ul style="list-style-type: none"> - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 45% on receipt and acceptance of pipes at site. - 10% on fabrication. - 15% on NDT, Pre-testing, wrapping, coating. - 10% on laying in position, welding, jointing, radiography etc. - 10% after flushing, hydro-testing and back filling of trenches. - 05% on completion of all works in all respects and issuance of completion certificate. <p>b. CARBON STEEL CEMENT LINED PIPES – CONTRACTOR SUPPLIED</p> <ul style="list-style-type: none"> - 05% on issuance of sub-order (for bare line pipes or cemented line pipes) and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 55% (#) on receipt and acceptance of Cement lined pipe at site. - 10% on fabrication. - 10% on NDT, Pre-testing, wrapping, coating. - 10% on laying in position, welding, jointing, radiography etc. - 05% after flushing, hydro-testing and back filling of trenches. - 05% on completion of all works in all respects and issuance of completion certificate. <p>## Further break up of payment schedule, if necessary, shall be recommended/ approved by Engineer-in-charge.</p>
1.2	U/G Piping	CARBON STEEL (PIPES – FREE ISSUE)- In case SOR items are in Inch dia

S. NO.	NATURE OF WORK	PAYMENT TERMS
	Measurement in In-Dia& In-Meter	(fabrication) and Inch meter (erection) Fabrication (ID) <ul style="list-style-type: none"> - 65% on welding of joints. - 30% on radiography and other examinations, repair of welds, repeat radiography, extensions and penalty shots, if any, making the spools ready for erection. - 05% on completion of all works in all respects and issuance of completion certificate. Erection (IM) <ul style="list-style-type: none"> - 30% on pre-testing, coating & wrapping of prefabricated pipes. - 45% on trenching, laying in position, field welding, jointing, radiography and ready for hydrotesting. - 20% on hydrotesting, drying, (if applicable) and backfilling of trenches. - 05% on completion of all works in all respects and issuance of completion certificate.
1.3	Specials / Mitres for U/G piping	<ul style="list-style-type: none"> - 85% after welding of joints & its acceptance. - 10% after completion of tests as per respective piping spec, wrapping/coating, painting(as applicable). - 05% on completion of all works in all respects and issuance of completion certificate.
2	<u>CIVIL, STRUCTURAL AND ARCHITECTURAL WORKS</u>	
2.1	Structural steel works	I. In case of Contractor supplied material. <ul style="list-style-type: none"> a. FABRICATION AT SITE <ul style="list-style-type: none"> - 05% on finalization of quantities, plan and submission of approved fabrication drawings. - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 50% on receipt and acceptance of material at site. - 20% on fabrication, surface preparation and application of primer coat. - 15% on erection, alignment, welding, grouting etc. - 05% on completion of all works in all respects and issuance of completion certificate.

S. NO.	NATURE OF WORK	PAYMENT TERMS
		<p>b. FABRICATION AT YARD OUTSIDE PROJECT PREMISES</p> <ul style="list-style-type: none"> - 05% on finalization of quantities, plan and submission of approved fabrication drawings. - 05% on issuance of sub-order and submission of equivalent rolling bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period. - 50% on receipt and acceptance of material at contractor fabrication yard outside the Project premises against Rolling Bank Guarantee for an equivalent amount of materials at contractor's shop with a validity till receipt of materials at Project premises plus 03 Months claim period. - 20% on fabrication, surface preparation and application of primer and receipt of fabricated structures at site. - 15% on erection, alignment, welding etc. - 05% on completion of all works in all respects and issuance of completion certificate. <p>c. Free Issue</p> <ul style="list-style-type: none"> - 05% on finalization of quantity, plan and submission of fabrication drawings. - 50% on transportation from storage yard / stores points to fabrication yard, fabrication, surface preparation and application of primer coat. - 40% on erection, alignment, welding/grouting etc. - 05% on completion of all works in all respects and issuance of completion certificate.
2.2	Reinforcement steel	<ul style="list-style-type: none"> - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 65% on receipt and acceptance of material at site. - 25% on cutting, laying and acceptance thereof. - 05% on completion of all works in all respects and issuance of completion certificate.
2.3	Precast concrete Item/ Block (Contractor supplied material)	<ul style="list-style-type: none"> - 60% on completion of casting work duly certified by Engineer-in- charge. - 35% on completion of erection, alignment, leveling etc. - 05% on completion of all works in all respects and issuance of completion certificate.

S. NO.	NATURE OF WORK	PAYMENT TERMS
2.4	Precast concrete Item/ Block (Cement Free issue material)	<ul style="list-style-type: none"> - 50% on completion of casting work duly certified by Engineer-in- charge. - 45% on completion of erection, alignment, leveling etc. - 05% on completion of all works in all respects and issuance of completion certificate.
2.5	Structural Steel Painting Works	<ul style="list-style-type: none"> - 95% (##)after completion of touch up/repair of primer and intermediate coat/coats and final coat. - 05% on completion of all works in all respects and issuance of completion certificate. <p>(##) Further break up of payment schedule, if necessary, shall be recommended / approved by Engineer-in-charge depending on number of intermediate coats.</p>
2.6	Composite items.	<p>Composite items of Reinforced Cement Concrete (RCC) work inclusive of Excavation, shoring, strutting, Plane Cement Concrete (PCC), Centring and shuttering, back filling and disposal of surplus earth in sub-structure:</p> <ul style="list-style-type: none"> - 35% on completion of earth work in excavation, PCC centering & shuttering - 45% on completion of RCC - 15% on back filling and removal of surplus earth - 05% on completion of all works in all respects and issuance of completion certificate
2.7	Composite items.	<p>Composite items of RCC work in non suspended slabs/pavement slabs including pedestals, ramps etc.</p> <ul style="list-style-type: none"> - 40% on completion of sand filling, centering, shuttering and PCC - 55% on completion of RCC - 05% on completion of all works in all respects and issuance of completion certificate
2.8	Composite items.	<p>Brick works in sub-structure</p> <ul style="list-style-type: none"> - 50% on completion of excavation and PCC and receipt of Bricks at site - 25% on completion of Brick works - 20% on completion of back filling and disposal of surplus earth - 05% on completion of all works in all respects and issuance of completion certificate
2.9	Architectural works.	<u>Steel / Aluminium / Glazed Glass / PVC etc. Doors, Windows & Ventilators</u>

S. NO.	NATURE OF WORK	PAYMENT TERMS
		<ul style="list-style-type: none"> - 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 65% on receipt of material at site - 20% on Installation and acceptance - 05% on completion of all works in all respects and issuance of completion certificate. <p><u>Roofing</u></p> <ul style="list-style-type: none"> - 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 65% on receipt of material at site - 20% on Installation and acceptance - 05% on completion of all works in all respects and issuance of completion certificate. <p><u>False Ceiling, False flooring.</u></p> <ul style="list-style-type: none"> - 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 60% on receipt of material at site - 25% on Installation in position and acceptance - 05% on completion of all works in all respects and issuance of completion certificate. <p><u>Cladding /Facades etc.</u></p> <ul style="list-style-type: none"> - 70% on receipt of material at site - 25% on Fixing/ Installation and acceptance <p>05% on completion of all works in all respects and issuance of completion certificate</p> <p><u>Modular Furniture</u></p> <ul style="list-style-type: none"> - 10 % on approval of furniture drawings at least in Code II - 60% on receipt of material at site - 25% on Fixing/ Installation and acceptance <p>05% on completion of all works in all respects and issuance of completion</p>

S. NO.	NATURE OF WORK	PAYMENT TERMS
		<p>certificate</p> <p>The above payment terms will be applicable for Similar items in MISCELLANEOUS ITEMS. The decision of Engineer-in-charge on identification of similar items shall be binding on the Contractor.</p>
2.10	Platform, Ladder	<p>I. <u>In case of Contractor supplied material</u></p> <p>a. FABRICATION AT SITE</p> <ul style="list-style-type: none"> - 50% on receipt and acceptance of material at site. - 30% on fabrication, surface preparation and application of primer. - 15% on erection, aligning and welding. - 05% on completion of all works in all respects and issuance of completion certificate. <p>b. FABRICATION AT YARD OUTSIDE PROJECT PREMISES / VENDOR'S SHOP</p> <ul style="list-style-type: none"> - 50% on receipt and acceptance of material at contractor fabrication yard outside the Project premises against Rolling Bank Guarantee for an equivalent amount of materials at contractor shop with validity till receipt of materials at Project premises plus 03 Months claim period. - 30% on fabrication, surface preparation and application of primer and receipt of fabricated material at site. - 15% on erection, alignment, welding etc. - 05% on completion of all works in all respects and issuance of completion certificate. <p>c. Free Issue</p> <ul style="list-style-type: none"> - 65% on transportation from storage yard / stores points to fabrication yard, fabrication, surface preparation and application of primer coat. - 30% on erection, alignment, welding etc. - 05% on completion of all works in all respects and issuance of completion certificate.
2.11	Hand Railing	<p>I. <u>In case of Contractor supplied material</u></p> <p>a. FABRICATION AT SITE</p> <ul style="list-style-type: none"> - 50% on receipt and acceptance of material at site. - 20% on fabrication, surface preparation and application of primer and galvanizing (if applicable)

S. NO.	NATURE OF WORK	PAYMENT TERMS
		<ul style="list-style-type: none"> - 15% on erection, aligning and welding. - 10% after completion of completion of final painting. - 05% on completion of all works in all respects and issuance of completion certificate. b. Free Issue - 65% on transportation from storage yard / stores points to fabrication yard, fabrication, surface preparation and application of primer coat galvanizing and painting (if applicable). - 15% on erection, alignment, welding etc. - 15% after completion of completion of final painting. - 05% on completion of all works in all respects and issuance of completion certificate
2.12	Gratings	<p><u>Contractor supplied gratings (Grating Fabricated outside refinery)</u></p> <ul style="list-style-type: none"> - 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period. - 40% on receipt and acceptance of material at contractor fabrication yard outside the Project premises against Rolling Bank Guarantee for an equivalent amount of materials at contractor's shop with a validity till receipt of materials at Project premises plus 03 Months claim period. - 30% on receipt of finished gratings at site. - 15% on erection, aligning, welding and completion of final painting or touchup as applicable. - 05% on completion of all works in all respects and issuance of completion certificate. <p><u>Contractor supplied gratings (Grating in final condition ordered on sub-vendor)</u></p> <ul style="list-style-type: none"> - 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period. - 60% on receipt of finished gratings at site. - 25% on erection, aligning, welding and completion of final painting or touch up as applicable. - 05% on completion of all works in all respects and issuance of completion certificate.
2.13	Other Civil, Structural &	<ul style="list-style-type: none"> - 95% on completion of work as certified in progress bill.

S. NO.	NATURE OF WORK	PAYMENT TERMS
	Architectural works	- 05% on completion of all works in all respects and issuance of completion certificate.
3	<u>MECHANICAL WORKS</u>	
3.1	Above Ground Piping Works (Pipes, Valves, Orifice plates - Free issue)	<p>a) <u>Fabrication & Erection of Piping</u></p> <ul style="list-style-type: none"> - 45% after fabrication including NDT, as applicable. - 30% after site erection, field welding, radiographic and other examination. - 10% after providing supports, alignment, providing vents, drains. - 08% after flushing, testing, draining and drying. - 02% after mechanical completion. - 05% on completion of all works in all respects and issuance of completion certificate. <p>b) <u>Erection of Valves, Orifice Plates</u></p> <ul style="list-style-type: none"> - 85% after transportation and erection. - 08% after flushing and testing. - 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate.
3.2	Piping Works-fabrication at site (Pipe, Valves - Supplied by Contractor)	<p>a) <u>Fabrication & Erection of Piping</u></p> <ul style="list-style-type: none"> - 50% after receipt and acceptance of material at site. - 20% on fabrication including NDT, as applicable. - 15% after site erection, field welding, radiographic and other examination. - 05% after providing supports, alignment, providing vents, drains - 03% after flushing, testing, draining and drying. - 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate. <p>b) <u>Fabrication and Erection of Valves</u></p> <ul style="list-style-type: none"> - 70% after receipt and acceptance of material at site. - 15% after erection, welding, radiographic and other examination.

S. NO.	NATURE OF WORK	PAYMENT TERMS
		<ul style="list-style-type: none"> - 08% after hydro-testing and final approval. - 02% after mechanical completion. - 05% on completion of all works in all respects and issuance of completion certificate.
3.3	Fabrication of respective piping items in Inch Dia (Free issue materials)	<ul style="list-style-type: none"> - 85% after welding of joints & its acceptance. - 08% after completion of tests as per respective piping spec. - 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate.
3.4	Erection of piping items to be paid in IM basis (fabricated in Inch dia as above)	<ul style="list-style-type: none"> - 75% after site erection, field welding, radiographic and other examination. - 10% after providing support, alignment, providing vents, drains etc. - 08% after flushing, testing, draining and drying. - 02% after mechanical completion. - 05% on completion of all works in all respects and issuance of completion certificate.
3.5	SPECIALS / MITRES for A/G piping	<ul style="list-style-type: none"> - 85% after welding of joints & its acceptance. - 08% after completion of tests as per respective piping spec, application of shop primer etc. - 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate.
3.6	Platform, Ladder	<p>I. In case of Contractor supplied material.</p> <p>a. FABRICATION AT SITE</p> <ul style="list-style-type: none"> - 50% on receipt and acceptance of material at site. - 30% on fabrication, surface preparation and application of primer. - 15% on erection, aligning and welding. - 05% on completion of all works in all respects and issuance of completion certificate.
3.7	Hand Railing	<p>I. In case of Contractor supplied material.</p> <p>a. FABRICATION AT SITE</p> <ul style="list-style-type: none"> - 50% on receipt and acceptance of material at site. - 20% on fabrication, surface preparation and application of primer and galvanizing (if

S. NO.	NATURE OF WORK	PAYMENT TERMS
		<p>applicable)</p> <ul style="list-style-type: none"> - 15% on erection, aligning and welding. - 10% after completion of completion of final painting. - 05% on completion of all works in all respects and issuance of completion certificate.
3.8	Gratings	<p>Contractor supplied gratings (Grating Fabricated outside refinery).</p> <ul style="list-style-type: none"> - 50% on receipt and acceptance of material at contractor fabrication yard outside the Project premises against Rolling Bank Guarantee for an equivalent amount of materials at contractor's shop with a validity till receipt of materials at Project premises plus 03 Months claim period. - 30% on receipt of finished gratings at site. - 15% on erection, aligning, welding and completion of final painting or touchup as applicable. - 05% on completion of all works in all respects and issuance of completion certificate.
3.9	NDT (i.e Radiography, UT, MPT/DPT etc.)	<ul style="list-style-type: none"> - 95% on submission of reports and acceptance thereof. - 05% on completion of all works in all respects and issuance of completion certificate.
3.10	Stress Relieving	<ul style="list-style-type: none"> - 95% after successful completion of stress relieving. - 05% on completion of all works in all respects and issuance of completion certificate.
3.11	Painting	<ul style="list-style-type: none"> - 30% on surface preparation and primer painting at shop / fabrication yard. - 65% on completion of final painting. - 05% on completion of all works in all respects and issuance of completion certificate.
3.12	Equipment erection	<p>a) <u>Column, Vessels, Filters, Ejectors etc.</u></p> <ul style="list-style-type: none"> - 65% {Note 1} after transportation from stores / storage points to erection site and erection on foundation. - 25% after alignment and grouting. - 03% after cleaning, box up of manholes, providing all instruments/ auxiliary of fit ups and making ready for startup. - 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate. <p>{Note 1}:</p>

S. NO.	NATURE OF WORK	PAYMENT TERMS
		<p>For Heavy lift equipments, this milestone payment shall be divided in two milestone payments in case of the item is on lump-sum basis:</p> <ul style="list-style-type: none"> - 20% on mobilization of required capacity crane at site. - 45% after transportation from stores / storage points to erection site and erection on foundation. <p>b) <u>Machineries (Compressors, Pumps & Misc.)</u></p> <ul style="list-style-type: none"> - 45% after transportation from stores / storage points to erection site and placing in position. - 30% after initial alignment, leveling and grouting. - 18% after final alignment, shaft alignment after pipe hook-up, dowelling, initial fill of lubricants, mounting of accessories and completion of piping. - 02% after mechanical completion. - 05% on completion of all works in all respects and issuance of completion certificate.
4	ELECTRICAL WORK	
4.1	For Supply Items	<ul style="list-style-type: none"> - 95% on receipt and acceptance of material at site. - 05% on completion of all works in all respects and issuance of completion certificate.
4.2	For Erection Items	<ul style="list-style-type: none"> - 80% on completion of erection / installation. - 15% on testing and acceptance. - 05% on completion of all works in all respects and issuance of completion certificate.
4.3	For Items involving both Supply & Erection	<ul style="list-style-type: none"> - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 60% on receipt and acceptance of material at site. - 20% after erection /installation. - 10% after testing and acceptance. - 05% on completion of all works in all respects and issuance of completion certificate.
5	INSTRUMENTATION	

S. NO.	NATURE OF WORK	PAYMENT TERMS
5.1	For Supply Items	<ul style="list-style-type: none"> - 93% on receipt and acceptance of material at site. - 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate.
5.2	For Erection /Installation Items	<p>a. Items not requiring loop checking</p> <ul style="list-style-type: none"> - 93% on completion of erection / installation and testing. - 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate. <p>b. Items requiring loop checking</p> <ul style="list-style-type: none"> - 60% on completion of erection / installation. - 33% on testing and loop checking. - 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate.
5.3	For Items with supply and erection / installation	<p>a. Items not requiring loop □checking</p> <ul style="list-style-type: none"> - 65% on receipt and acceptance of materials at site. - 28% on completion of erection / installation and testing. - 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate. <p>b. Items requiring loop checking</p> <ul style="list-style-type: none"> - 60% on receipt and acceptance of materials at site - 20% on completion of erection / installation. - 13% on testing and loop checking. - 02% after mechanical completion. - 05% on completion of all works in all respects and issuance of completion certificate.

S. NO.	NATURE OF WORK	PAYMENT TERMS
5.4	Ducts, Trays and Other Fabricated Materials (Supply in Contractor's scope)	<ul style="list-style-type: none"> - 65% after receipt and acceptance of fabricated materials (Ducts / Trays) at site. - 25% after erection. - 03% after welding and final painting, if any. - 02% after mechanical completion. - 05% on completion of all works in all respects and issuance of completion certificate.
5.5	Calibrations Main Instruments	<ul style="list-style-type: none"> - 80% after calibration. - 13% after completion of recalibration during loop test, if any. - 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate.
6	Miscellaneous Works	<ul style="list-style-type: none"> - 95% on completion of work as certified in progress bill. - 05% on completion of all works in all respects and issuance of completion certificate.
7	For Lump sum Rate Item	<ul style="list-style-type: none"> - 95% on completion of total work in all respects. (For all lumpsum item included in Schedule of Rate, Contractor shall furnish price breakup for quoted lumpsum prices for the approval of Engineer-in-Charge. Progressive payment for such items shall be made accordingly. In this regard decision of Engineer-in- Charge shall be final and binding to the Contractor.) - 05% on completion of all works in all respects and issuance of completion certificate.
8	ANY OTHER ITEM NOT COVERED ABOVE	
a.	Miscellaneous	<ul style="list-style-type: none"> - 95% on completion of work as certified in progress bill. - 05% on completion of all works in all respects and issuance of completion certificate. 25% submission of AFC drawings under Code 1.

NOTE:

1. The above payment terms shall commensurate with the work executed.
2. The above progress payments are subject to deductions towards income tax and other deductions as applicable as per terms of the Contract.
3. Withholding Tax at the prevailing rate shall be deducted as per the Indian Income Tax Act. TDS certificate shall be issued by OIL.
4. Completion certificate is the certificate issued after attending the defects prior to taking over as specified in the General Conditions of Contract.
5. Part completion certificate whenever essential (in case of job in multi units, offloading case etc.) shall be issued with due concurrence from competent authorities to facilitate release of Final payment.

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6. Wherever milestone payment is linked with sub ordering, Engineer-in-charge shall ensure that the total quantity against which the payment is released towards supply shall not exceed the final installed quantity of the item.
 7. Wherever milestone payment has been recommended on receipt and acceptance of material, the same shall be released against "Incoming Material Inspection Report" issued by OIL/EIL. Engineer-in-Charge shall release the progressive payment towards supply in such a way ensuring that the total quantity against which the payment is released towards supply shall not exceed the final installed quantity of the item.
 8. OIL will process the Bills with MB through E-Measurement Portal available in OIL INTRANET under Project Department. Accordingly Contractor is required to forward the RA Bills in E-Measurement Portal through PMC, CIC/EIC/SIC whichever is applicable.